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8 ALEXANDER VALLEJO

9
10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 ALEXANDER VALLEJO, individually and on
13 behalf of others similarly situated,

14
15 Plaintiff,

16 vs.

17 STERIGENICS U.S., LLC, a Delaware limited
18 liability company; and DOES 1 through 50,
19 inclusive,

20 Defendants.
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Case No. 20-cv-01788-AJB-AHG

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 24, 2023
Time: 2:00 PM

Judge: Hon. Anthony J. Battaglia

1 I, Nathalie Hernandez, declare as follows:

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

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

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

26 4. On April 20, 2023, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel and translated into Spanish prior to mailing.

1 5. On May 4, 2023, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, and
3 the total number of applicable workweeks worked for each Settlement Class Member. The data
4 file was uploaded to our database and checked for duplicates and other possible discrepancies. The
5 Class List contained 320 Settlement Class Members and 257 Aggrieved Employees.

6 6. As part of the preparation for mailing, all 320 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On May 11, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
15 320 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 22 Notice Packets have been returned to our office
18 as undeliverable. ILYM Group performed a computerized skip trace on the 22 returned Notice
19 Packets that did not have a forwarding address, in an effort to obtain an updated address for the
20 purpose of re-mailing the Notice Packet. As a result of this skip trace, 11 updated addresses were
21 obtained and the Notice Packets were promptly re-mailed to those Settlement Class Members, via
22 U.S First Class Mail.

23 9. As of the date of this declaration, a total of 11 Notice Packets have been re-mailed.
24 Specifically, 11 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

25 10. As of the date of this declaration, a total of 11 Notice Packets have been deemed
26 undeliverable. Specifically, 11 have been deemed undeliverable as no updated address was found
27 notwithstanding the skip tracing.

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11. As of the date of this declaration, ILYM Group has received one request for exclusion. The deadline to request exclusion from the Settlement was July 10, 2023.

12. As of the date of this declaration, ILYM Group has received one objection to the PAGA Settlement. The deadline to file an objection to the Settlement was July 10, 2023.

13. The exclusion request and objection are both from Anthony Freeman. On July 12, 2023, a cure letter was sent. However, ILYM Group has not received a response from the Class Member.

14. As of the date of this declaration, ILYM Group will report a total of 319 Class Members, representing 99.69% of the 320 Settlement Class Members.

15. Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund, Attorney Fees, Attorney Costs/Expenses, the Class Representative Enhancement Award, Settlement Administration Fees to ILYM Group, LWDA and the Aggrieved Employees allocation, e.g.,

Gross Settlement Fund	\$	875,000.00
Pro-rata Increase in Settlement Fund	\$	13,588.24
New Gross Settlement Fund	\$	888,588.24
Attorney Fees	\$	266,576.47
Attorney Costs/ Expenses	\$	4,994.35
Enhancement Award - Alexander Vallejo	\$	7,500.00
ILYM Group Fees	\$	10,599.00
LWDA	\$	18,750.00
Aggrieved Employees	\$	6,250.00
Net Settlement Fund	\$	573,918.41

To determine a Class Member's individual settlement award payment, the respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's

1 Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class
2 Member's estimated share of the Net Settlement Amount. Based on these calculations, the Class Members
3 will receive an estimated average gross payment of \$1,799.12. Based on these calculations, the Aggrieved
4 Employees will receive an estimated average gross payment of \$19.53.

5 16. ILYM Group's total fees and costs for services in connection with the administration
6 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
7 costs for completion of the settlement administration, are \$10,599.00. ILYM Group's work in
8 connection with this matter will continue with the calculation of the settlement award payments,
9 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
10 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
11 Group to perform.

12 I declare under penalty of perjury under the laws of the State of California and the United
13 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
14 was executed this 25th day of July 2023, at Tustin, California.

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18 *Nathalie Hernandez*
19 NATHALIE HERNANDEZ
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EXHIBIT “A”

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Alexander Vallejo v. Sterigenics U.S. LLC

United States District Court, Southern District of California, Case No. 3:20-cv-01788-AJB-AHG

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

To: All persons currently or formerly hourly-paid, non-exempt employees of Defendant Sterigenics U.S., LLC (“Defendant”) who were employed by Defendant in the state of California at any time between August 5, 2016 and January 1, 2023.

BASIC INFORMATION

1. What is this settlement about?

Plaintiff Alexander Vallejo (“Plaintiff”), filed a class action lawsuit against Sterigenics U.S., LLC (“Defendant”), entitled *Alexander Vallejo v. Sterigenics U.S., LLC*, United States District Court, Southern District of California, Case No. 3:20-cv-01788-AJB-AHG (the Lawsuit), on or around August 5, 2020. The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to keep accurate records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”).

Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case. Nothing in this Settlement is intended to or will be construed as an admission by Defendant that Plaintiff’s claims in the Lawsuit have merit or that Defendant bears any liability to Plaintiff or the Class on the claims.

2. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Plaintiff), sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. One court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The United States District Court, Southern District of California (the “Court”) is in charge of the Lawsuit.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”).

On April 20, 2023, the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and appointed their attorneys Heather Davis and Amir Nayebdadash of Protection Law Group LLP, as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

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

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt hourly-paid employee in the state of California at any time between August 5, 2016 and January 1, 2023.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Eight Hundred Seventy-Five Thousand Dollars and Zero Cents (\$875,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel. The Gross Settlement Amount is exclusive of employer’s share of any applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum amount Defendant is required to pay under the Settlement.

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

- A. **Attorneys’ Fees to Class Counsel** not to exceed thirty percent (30%) of the Gross Settlement Amount or Two Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$262,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00);
- C. **Service Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated to be Ten Thousand Five Hundred Ninety-Nine Dollars and Zero Cents (\$10,599.00);
- E. **PAGA Payment to the LWDA and PAGA Members** of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Seventy-five percent of this amount (\$18,750.00) will be paid to the California Labor and Workforce Development Agency pursuant to California Labor Code §2699 et. seq. The remaining twenty-five percent (\$6,250.00) will be distributed to “PAGA Members” who worked for Defendant between August 5, 2019, and January 1, 2023, on a *pro rata* basis for the release of claims arising under PAGA.

The portion of the Net Settlement Amount that you are eligible to claim (“Settlement Payment”) will be determined on a *pro rata* basis, based on the number of workweeks you worked in California as an hourly-paid non-exempt employee for Defendant from August 5, 2016, through January 1, 2023 (“Workweeks”).

If you are a PAGA Member, the portion of the PAGA Payment you are eligible to receive will also be determined on a *pro rata* basis, based on the number of pay periods you worked in California as an hourly-paid non-exempt employee for Defendant from August 5, 2019, through January 1, 2023 (“Pay Periods”). Your Settlement Payment will be apportioned as twenty percent (20%) wages, and eighty percent (80%) as non-wages, including interest and penalties. [Any portion of the PAGA Payment paid to you as a PAGA Member will be treated as civil

penalties.] The wage portion of the Settlement Payment will be subject to withholding for the employee and will be reported on a W-2 Form. Employer-side payroll taxes will be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Settlement Payment and the entirety of the PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked «Class_Weeks» Workweeks between August 5, 2016, and January 1, 2023. Your estimated Settlement Payment is \$«Class_Estimated_Settlement_Amount». The amount of your estimated Settlement Payment is subject to change depending on the number of timely and valid Requests for Exclusions submitted, payments approved by the Court, and other potential factors.

Your estimated portion of the PAGA Payment is \$«PAGA_Estimated_Settlement_Amount».

Your estimated Settlement Payment [and portion of the PAGA Payment] was determined based on Defendant's record of your employment between August 5, 2016, and January 1, 2023, and is presumed correct. If you dispute the accuracy as to the number of weeks worked during the period described above, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute. Submission of these documents must be postmarked before July 10, 2023. All disputes regarding your Workweeks will be resolved and decided by the Parties after you submit evidence to the Settlement Administrator. If the parties do not agree, the dispute will be submitted to the Court. The Settlement Administrator's contact information is listed below:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone No.: 888-250-6810

HOW TO GET A PAYMENT FROM THE NET SETTLEMENT AMOUNT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

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

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth in the Settlement Agreement, Plaintiff and all Class Members who choose to participate in the settlement shall release the "Released Parties" from the "Released Class Claims" for the "Class Period."

The "Released Parties" means Defendant and Defendant's parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns and joint venturers past, present and/or future, and each of their direct and/or indirect officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators.

The "Released Class Claims" means any and all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaint in this Action, and the December 20, 2022 PAGA Notice, including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to reimburse all business expenses, and (vii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative Complaint. This release shall apply to claims

arising during the Class Period. Participating Class Members also shall be deemed to have acknowledged and agreed that that the Released Class Claims are disputed, the payments set forth herein constitute full payment of any amounts alleged due to them for the Released Class Claims, and that California Labor Code Section 206.5 is not applicable.

The release of these claims pertains to the Class Period from August 5, 2016, through January 1, 2023.

Additionally, upon the funding of the Gross Settlement Amount, Plaintiff, all PAGA Members, the LWDA and State of California shall release the Released Parties from any and all PAGA claims that could have been asserted under the California Labor Code Private Attorneys General Act of 2004 based on the same or similar factual allegations and claims in the operative Complaint in this Action or any PAGA notice submitted by Plaintiff to the LWDA, for the PAGA Period (“Released PAGA Claims”). The request for exclusion does not apply to the Released PAGA Claims and shall have preclusive effect on the LWDA for claims for penalties under PAGA based on the same factual predicate that arose between August 5, 2019 and January 1, 2023 (the “PAGA Period”).

EXCLUDING YOURSELF FROM THE RELEASE

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

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your signature, name, address, telephone number, dates of employment, and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this Action similar to the following: “I wish to exclude myself from the class settlement reached in the matter of Vallejo v. Sterigenics U.S. LLC, U.S. District Court for the Southern District Case No. 3:20-cv-01788. I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by July 10, 2023. You cannot exclude yourself by phone.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone No.: 888-250-6810
Fax No.: 888-845-6185

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

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

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

10. If I exclude myself, can I get money from this settlement?

No. (Except if you worked for Defendant in California between August 5, 2019 and January 1, 2023, in which case you will still receive money as a PAGA Member from the portion of the settlement allocated to resolve claims under PAGA.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP, as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Carlos Jimenez, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095

12. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees of up to \$262,000.00 and reimbursement of litigation cost/expenses not to exceed \$20,000.00 from the Gross Settlement Amount. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

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

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than July 10, 2023. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on August 24, 2023, and make an objection at that time, regardless of whether you submitted a written objection.

14. What is the difference between objecting and excluding?

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

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing").

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

The Court will hold the Final Approval Hearing at 2:00 p.m. on August 24, 2023, at the United States District Court, Southern District of California, 221 West Broadway, San Diego, CA 92101 in Courtroom 4A

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

16. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

17. How will I learn if the settlement was approved

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

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Net Settlement Amount, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again.

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

20. What if my contact information changes?

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

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

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

Para: Todas las personas que actual o anteriormente recibían un pago por hora, empleados no exentos del acusado Sterigenics U.S., LLC ("Demandado") que fueron empleados por éste en el estado de California en cualquier momento entre el 5 de agosto de 2016 y el 1 de enero de 2023

INFORMACIÓN BÁSICA

1. ¿De qué se trata el acuerdo?

El demandante Alexander Vallejo ("Demandante"), presentó una demanda colectiva contra Sterigenics U.S., LLC ("Demandado"), titulada Alexander Vallejo v. *Sterigenics U.S., LLC*, Tribunal de Distrito de los Estados Unidos, Distrito Sur de California, Caso No.3:20-cv-01788-AJB-AHG (la Demanda), en o alrededor del 5 de agosto de 2020. La Demanda afirma que el Demandado violó secciones del Código Laboral de California y el Código de Negocios y Profesiones de California. Específicamente, el Demandante alega que el Demandado no proporcionó períodos de alimentación y descanso que cumplieron con los requisitos; ni pagó primas de alimentación y descansos; no pagó adecuadamente horas extras a los empleados, ni pagó salarios mínimos por todo el tiempo trabajado; no proporcionó declaraciones salariales precisas; no pagó oportunamente todos los salarios durante la relación laboral, ni los salarios adeudados al terminar la relación laboral; no reembolsó a los empleados los gastos operativos necesarios, no mantuvo registros precisos y ejecutó prácticas comerciales injustas. El acuerdo también busca recuperar las sanciones de conformidad con la Ley General de Abogados Privados de California ("PAGA").

El demandado niega todas las presuntas violaciones, y niega que le deba a los miembros de la Demanda recurso alguno. El Tribunal no se ha pronunciado sobre el fondo de la causa. Nada en este Acuerdo tiene la intención de ser ni será interpretado como una admisión por parte del Demandado de que los reclamos del Demandante en la Demanda tienen mérito, o que el Demandado tiene alguna responsabilidad ante los reclamos del Demandante o los miembros de la Demanda.

2. ¿Por qué ésta es una demanda colectiva?

En una demanda colectiva, una o más personas llamadas Representantes de la Demanda (en este caso el Demandante), demandan en nombre de personas que parecen tener reclamos similares. Todas estas personas son referidas aquí como Miembros de la Demanda. Un tribunal resuelve los problemas para todos los Miembros de la Demanda en una sola acción, excepto para aquellos que se excluyen de la Demanda. El Tribunal de Distrito de los Estados Unidos, Distrito Sur de California (el "Tribunal") está a cargo de la Demanda.

3. ¿Por qué hay un acuerdo?

El Tribunal no ha decidido a favor del Demandante o del Demandado. En cambio, ambas partes llegaron a un acuerdo que se registra en la Estipulación Conjunta de la Demanda Colectiva y el Acuerdo PAGA ("Acuerdo de Conciliación" o "Acuerdo").

El 20 de abril de 2023, el Tribunal otorgó la aprobación preliminar del Acuerdo, nombró al Demandante como Representante de la Demanda, y nombró a sus abogados Heather Davis y Amir Nayebdadash de Protection Law Group LLP, como abogados de la Demanda ("Abogados de la Demanda").

El Representante de la Clase y el Abogado de la Demanda piensan que el Acuerdo es lo mejor para los miembros de la Demanda.

¿QUIÉNES ESTÁN EN LA DEMANDA?

4. ¿Cómo sé si soy parte del Acuerdo?

Usted es parte del Acuerdo y miembro de la Demanda si fue empleado por el Demandado como empleado no exento pagado por hora en el estado de California, en cualquier momento entre el 5 de agosto de 2016 y el 1 de enero de 2023.

LOS BENEFICIOS DEL ACUERDO—LO QUE OBTIENE

5. ¿Qué proporciona el Acuerdo?

El Acuerdo establece que el Demandado pagará un máximo de ochocientos setenta y cinco mil dólares con cero centavos (\$875.000,00) ("Monto Bruto del Acuerdo"). Esto incluye todos los costos y honorarios de los abogados de la Demanda. El Monto Bruto del Acuerdo excluye la parte del empleador de cualquier impuesto sobre la nómina aplicable, y dichos impuestos sobre la nómina del lado del empleador serán pagados por el Demandado por separado, y además del Monto Bruto de la Liquidación. El Monto Bruto del Acuerdo además de cualquier impuesto aplicable sobre la nómina del lado del empleador será el monto máximo que el Demandado debe pagar en virtud del Acuerdo.

El "Monto Neto del Acuerdo" es la parte del monto bruto del Acuerdo que estará disponible para su distribución a los Miembros de la Demanda que no presenten solicitudes de exclusión oportunas y válidas ("Miembros del grupo de Demandantes participantes"). El Monto Neto de la Liquidación es el Monto Bruto de la Liquidación menos los siguientes montos (que están sujetos a la aprobación del Tribunal):

- A. **Los honorarios de los abogados de la Demanda**, que no deben exceder del treinta por ciento (30%) del monto bruto del acuerdo, o doscientos sesenta y dos mil quinientos dólares con cero centavos (\$262.500,00);
- B. **Los costos del litigio/gastos de abogados de la Demanda** no excederán los veinte mil dólares con cero centavos (\$20.000,00);
- C. **Pago de servicio al Representante de la Demanda** por un monto que no exceda los siete mil quinientos dólares con cero centavos (\$7.500,00) al Demandante;
- D. **Costos de Administración del Acuerdo** que actualmente se estiman en diez mil quinientos noventa y nueve dólares con cero centavos (\$10.599,00);
- E. **Pago de PAGA a los miembros de LWDA y PAGA** de veinticinco mil dólares con cero centavos (\$25.000,00). El setenta y cinco por ciento de esta cantidad (\$18.750,00) se pagará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California de conformidad con el Código Laboral de California §2699 et. seq. El veinticinco por ciento restante (\$6.250,00) se distribuirá entre los "Miembros de PAGA" que trabajaron para el Demandado entre el 5 de agosto de 2019 y el 1 de enero de 2023, de forma *prorrata* para la liberación de reclamos que surjan bajo PAGA.

La porción del Monto Neto del Acuerdo que usted es elegible para reclamar ("Pago del Acuerdo") se determinará de forma *prorrata*, en función del número de semanas laborales que trabajó en California como empleado no exento pagado por hora para el Demandado, desde el 5 de agosto de 2016 hasta el 1 de enero de 2023 ("Semanas laborales").

Si usted es un Miembro PAGA, la porción del Pago PAGA que es elegible para recibir, también se determinará de forma *prorrata*, según la cantidad de períodos de pago que trabajó en California como empleado no exento pagado por hora para el Demandado desde el 5 de agosto de 2019 hasta el 1 de enero de 2023 ("Períodos de pago").

Su Pago del Acuerdo se distribuirá en veinte por ciento (20%) de salarios y ochenta por ciento (80%) como no salarios, incluidos intereses y multas. [Cualquier parte del Pago PAGA que se le pague como Miembro PAGA será considerada como sanciones civiles] La porción salarial del Pago del Acuerdo estará sujeta a retención para el empleado y será reflejado en un Formulario W-2. Los impuestos sobre la nómina del lado del empleador se pagarán por separado y fuera del Monto Bruto de Liquidación. Las partes de multas e intereses de cada Pago del Acuerdo y la totalidad del Pago PAGA no estarán sujetas a ninguna retención y se reflejarán en un Formulario 1099 del IRS.

Usted trabajó «Class_Weeks» semanas laborales entre el 5 de agosto de 2016 y el 1 de enero de 2023. Su pago estimado de liquidación es de \$«Class_Estimated_Settlement_Amount». El monto de su Pago estimado del Acuerdo está sujeto a cambios dependiendo de la cantidad de Solicitudes de Exclusión oportunas y válidas presentadas, los pagos aprobados por el Tribunal y otros factores potenciales.

Su porción estimada del pago PAGA Payment es de \$«PAGA_Estimated_Settlement_Amount».

Su Pago del Acuerdo estimado [y parte del Pago PAGA] se determinó en base al registro del Demandado de su empleo entre el 5 de agosto de 2016 y el 1 de enero de 2023, y se presume correcto. Si cuestiona la exactitud en cuanto al número de semanas trabajadas durante el período descrito anteriormente, debe comunicarse con el Administrador del Acuerdo y proporcionar cualquier documentación que tenga que respalde dicha disputa. La presentación de estos documentos debe tener el sello postal antes del 10 de julio de 2023. Todas las disputas relacionadas con sus semanas laborales serán resueltas y decididas por las Partes después de que usted presente pruebas al Administrador del Acuerdo. Si las partes no están de acuerdo, la disputa se someterá al Tribunal. La información de contacto del Administrador del Acuerdo se da a continuación:

ILYM Group, Inc.
Apartado postal 2031
Tustin, CA 92781
Teléfono: 888-250-6810

CÓMO OBTENER UN PAGO DEL MONTO NETO DEL ACUERDO

6. ¿Cómo obtengo un pago?

Usted no tiene que hacer nada para calificar para el pago de su parte del Acuerdo.

7. ¿A qué renuncio si no solicito ser excluido del Acuerdo?

Tras la financiación del Monto Bruto del Acuerdo, a cambio de la contraprestación establecida en el Acuerdo de Conciliación, el Demandante y todos los Miembros de la Demanda que elijan participar en el acuerdo liberarán a las "Partes Exoneradas" de las "Reclamaciones Colectivas Liberadas" del "Período de la Demanda".

Las "Partes Exoneradas" se refiere a las empresas matrices, subsidiarias, afiliadas, divisiones, predecesores, sucesores, cesionarios y empresas conjuntas pasadas, presentes y/o futuras del Demandado, y cada uno de sus funcionarios, directores, miembros, gerentes, empleados, agentes, representantes, abogados, aseguradores, socios, inversionistas, accionistas y administradores directos y/o indirectos.

Las "Reclamaciones colectivas liberadas" se refiere a todas y cada una de las reclamaciones, derechos, demandas, responsabilidades y causas de acción que se alegan, o razonablemente podrían haberse alegado, en función de los hechos y reclamos afirmados en la Demanda operativa en esta Acción, y el Aviso PAGA del 20 de diciembre de 2022, incluidos los siguientes reclamos: (i) falta de pago de todos los salarios regulares, salarios mínimos y salarios por horas extraordinarias adeudados; (ii) no proporcionar períodos de alimentación o

compensación en lugar de ellos; (iii) la falta de períodos de descanso o compensación en su lugar; (iv) no proporcionar declaraciones salariales completas y precisas; (v) falta de pago oportuno de los salarios en el momento de la terminación de la relación laboral o renuncia; (vi) falta de reembolso de todos los gastos operativos, y (vii) prácticas comerciales desleales que podrían haberse basado en las reclamaciones, causas de acción o teorías legales de reparación descritas anteriormente o cualquiera de las reclamaciones, causas de acción o teorías legales de reparación alegadas en la Demanda Operativa. Esta liberación se aplicará a las reclamaciones que surjan durante el Período de la Demanda. También se considerará que los Miembros Participantes de la Clase han reconocido y aceptado que las Reclamaciones Colectivas Exoneradas están en disputa, que los pagos establecidos en este documento constituyen el pago completo de cualquier monto que se les adeuda por las Reclamaciones Colectivas Liberadas, y que la Sección 206.5 del Código Laboral de California no es aplicable.

La liberación de estas reclamaciones hace referencia al Período de la Demanda colectiva desde el 5 de agosto de 2016 hasta el 1 de enero de 2023.

Además, tras la financiación del Monto Bruto del Acuerdo, el Demandante, todos los Miembros de PAGA, la LWDA y el Estado de California liberarán a las Partes Exoneradas de todas y cada una de las reclamaciones de PAGA que podrían haberse presentado bajo la Ley General de Abogados Privados del Código Laboral de California de 2004 sobre la base de las mismas o similares alegaciones y reclamos fácticos en la Demanda operativa en esta Acción o cualquier notificación de PAGA presentada por el Demandante a la LWDA, para el Período PAGA ("Reclamaciones PAGA liberadas"). La solicitud de exclusión no se aplica a las Reclamaciones PAGA liberadas y tendrá efecto excluyente en la LWDA para las reclamaciones de sanciones en virtud de PAGA basadas en el mismo predicado fáctico que surgió entre el 5 de agosto de 2019 y el 1 de enero de 2023 (el "Período PAGA").

EXCLUIRME A MÍ MISMO/A DE LA LIBERACIÓN

Si desea conservar el derecho de demandar o continuar demandando al Demandado con respecto a las Demandas colectivas liberadas, debe presentar una solicitud de exclusión de conformidad con los requisitos establecidos en este documento. Si se excluye, no recibirá el pago del Monto neto de liquidación. Sin embargo, si es elegible, aún recibirá un pago por un monto igual a su parte prorrateada estimada del Pago PAGA, porque la declaración de exclusión no se aplica a esta reclamación.

8. ¿Cómo puedo no participar en el Acuerdo?

Para excluirse de la liberación de Reclamaciones Colectivas Eximidas, debe presentar una solicitud de exclusión por escrito. Ésta debe incluir su firma, nombre, dirección, número de teléfono, fechas de empleo y los últimos cuatro dígitos de su número de seguro social y/o número de identificación de empleado. Su solicitud de exclusión también debe incluir una declaración de que no desea ser incluido en esta Acción similar a la siguiente: "Deseo excluirme del acuerdo colectivo alcanzado en el asunto Vallejo v. Sterigenics U.S. LLC, Tribunal de Distrito de los Estados Unidos para el Caso del Distrito Sur No.3:20-cv-01788. Entiendo que, al excluirme, no recibiré dinero de la liquidación de mis reclamos individuales".

La solicitud de exclusión por escrito debe enviarse por correo al Administrador del Acuerdo a la dirección que se indica a continuación, con sello postal antes del 10 de julio de 2023. No puede excluirse por teléfono.

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Si solicita ser excluido, no recibirá el pago de ninguna parte del Monto Neto del Acuerdo, y no podrá objetar el Acuerdo. Usted no estará legalmente obligado por la liberación de Reclamaciones colectivas eximidas.

9. Si no me excluyo, ¿puedo demandar a los Demandados por lo mismo más adelante?

No, a menos que presente una solicitud de exclusión, renuncia al derecho de demandar al Demandado y a las partes eximidas por las Demandas Colectivas Eximidas. Si tiene una demanda pendiente que involucre reclamos colectivos liberados, hable con su abogado de inmediato.

10. Si me excluyo, ¿puedo obtener dinero de este acuerdo?

No (excepto si trabajó para el Demandado en California entre el 5 de agosto de 2019 y el 1 de enero de 2023, en cuyo caso aún recibirá dinero como Miembro PAGA de la parte del acuerdo asignada para resolver reclamos bajo PAGA). Pero si presenta una solicitud de exclusión oportuna y válida, conserva cualquier derecho que pueda tener para demandar, continuar demandando o ser parte de una demanda diferente contra las Partes eximidas por Reclamaciones Colectivas Liberadas.

LOS ABOGADOS QUE LE REPRESENTAN

11. ¿Tengo un abogado en este caso?

El Tribunal ha aprobado a PROTECTION LAW GROUP, LLP, como los Abogados de la Demanda. La información de contacto del bufete es:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Carlos Jimenez, Esq.
237 California Street
El Segundo, California 90245
Teléfono: (424)290-3095

12. ¿Cómo se les pagará a los abogados?

Los Abogados de la Demanda solicitarán al Tribunal que se les otorgue honorarios de hasta \$262.000,00 y el reembolso de los costos/gastos del litigio que no excedan los \$20.000,00 del Monto Bruto del Acuerdo. Estas cantidades están sujetas a la aprobación del Tribunal y el Tribunal puede otorgar cantidades inferiores a éstas.

OBJETANDO EL ACUERDO

Usted puede objetar el Acuerdo o una parte de éste

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

Si usted es un Miembro del Grupo de Demandantes, puede objetar el Acuerdo y puede dar razones por las que cree que el Tribunal no debería aprobarlo. El Tribunal tendrá en cuenta sus puntos de vista. Para objetar, debe enviar su objeción por correo al Administrador del Acuerdo a más tardar el 10 de julio de 2023. Su objeción debe incluir su nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social o número de identificación de empleado, y la razón específica de su objeción. También puede asistir a la Audiencia de aprobación final el 24 de agosto de 2023 y presentar una objeción en ese momento, independientemente de si presentó una objeción por escrito.

14. ¿Cuál es la diferencia entre objetar y excluirme?

Objetar es simplemente decirle al Tribunal que no le gusta algo del Acuerdo. Puede objetar solo si permanece en el Grupo. Excluirse a sí mismo es decirle al Tribunal que no desea ser parte del Acuerdo. Si se excluye, no tiene ninguna base para objetar porque el caso ya no le afecta. No puede presentar una objeción y una solicitud de exclusión.

LA AUDIENCIA DE IMPARCIALIDAD DE LA CORTE

El Tribunal celebrará una audiencia para decidir si concede la aprobación final del Acuerdo ("Audiencia de aprobación final").

15. ¿Cuándo y dónde decidirá el Tribunal si aprueba el acuerdo?

El Tribunal celebrará la Audiencia de Aprobación Final a las 2:00 p.m. del 24 de agosto de 2023, en el Tribunal de Distrito de los Estados Unidos, Distrito Sur de California, 221 West Broadway, San Diego, CA 92101 en la Sala 4A.

En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado, y determinará si otorga la aprobación final de éste. Si hay objeciones, el Tribunal las considerará.

16. ¿Debo asistir a la audiencia?

No. Si está de acuerdo con el Acuerdo, no tiene que venir a la Corte para hablar de ello. Sin embargo, puede asistir. También puede contratar a su propio abogado a su propio costo para que asista en su nombre.

17. ¿Cómo sabré si fue aprobado el Acuerdo?

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

SI NO HACE NADA

18. ¿Qué pasa si no haga nada?

Si no hace nada, recibirá su parte del Monto Neto del Acuerdo y liberará las Reclamaciones Colectivas Liberadas. Usted no podrá iniciar una demanda, continuar con una demanda o ser parte de cualquier otra demanda contra el Demandado o las Partes Exoneradas sobre las Reclamaciones Colectivas Liberadas, nunca más.

OBTENER MÁS INFORMACIÓN

19. ¿Cómo obtengo más información?

Este aviso resume el Acuerdo propuesto. Más detalles se pueden consultar en el Acuerdo de Conciliación. Puede obtener una copia del Acuerdo Conciliatorio comunicándose con el Administrador del Acuerdo o con el Abogado del Grupo de Demandantes.

¿QUÉ PASA SI MI INFORMACIÓN CAMBIA?

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

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

NO HAGA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO DE LA CORTE O AL JUEZ