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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF RIVERSIDE

10 ESTEBAN ALDANA, individually, on a
representative basis, and on behalf of all
11 others similarly situated;

12 Plaintiff,

13 vs.

14 CORESLAB STRUCTURES (L.A.) INC., a
California Corporation; and DOES 1 through
15 20, inclusive;

16 Defendants.
17
18

Case No.: CVRI2300287

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

**DECLARATION OF JOSEPH FLOOD
REGARDING SETTLEMENT NOTICE
ADMINISTRATION**

Complaint filed: May 25, 2022

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DECLARATION OF JOSEPH FLOOD

I, Joseph Flood, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Aldana v. Coreslab Structures (L.A.) Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class and PAGA Settlement Agreement and Release of Claims (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from January 19, 2019 to February 2, 2024 (“Class Period”) and the number of workweeks that each Aggrieved Employee worked during the time period from January 19, 2022 to February 2, 2024 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On March 28, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained four hundred sixty (460) individuals identified as Class Members.

1 4. On April 8, 2024, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On April 8, 2024, Phoenix mailed the Notice via U.S. first class mail, in English, and
6 Spanish to all four hundred sixty (460) Class Members on the Class List. A true and correct copy
7 of the mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration no notices are considered undeliverable.

9 7. As of the date of this declaration, Phoenix has received three (3) Request for
10 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
11 May 23, 2024. Attached hereto as **Exhibit B** are true and correct copies of the Request for Exclusion
12 received.

13 8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
14 from Class Members. The deadline for objecting to the Class Settlement was May 23, 2024.

15 9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
16 from Class Members. The deadline for submitting a dispute was May 23, 2024.

17 10. There are four hundred fifty-seven (457) Participating Class Members who did not
18 submit timely and valid Requests for Exclusion and are therefore deemed Participating Class
19 Members, representing 99.35% of the Class. Participating Class Members have worked a collective
20 total of twenty thousand four hundred eighteen (20,418) Workweeks during the Class Period. Each
21 Workweek is valued at approximately \$21.18.

22 11. The Escalator Clause of the Settlement Agreement indicates if the actual total of
23 workweeks exceeds twenty-two thousand (22,000) (i.e. 10% more than Defendants representation),
24 the Settlement Amount shall be increased in the amount equivalent to one percent (1%) for every
25 one percent (1%) increase in workweeks over the ten percent (10%) threshold. The total number
26 workweeks was twenty thousand four hundred eighteen (20,418). Since the total number of
27 workweeks does not exceed 22,000, the Escalator Clause was not triggered.

1 12. The Net Settlement Amount of \$432,495.85 available to pay Participating Class
2 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$258,333.33),
3 and Class Counsel costs (\$17,670.82), requested Enhancement Payment to Plaintiff Esteban Aldana
4 (\$7,500.00), the PAGA Amount (\$50,000.00), and the requested Settlement Administration Costs
5 (\$9,000.00) from the Gross Settlement Amount (\$775,000.00).

6 13. Based upon the calculations stipulated in the Settlement, the highest Individual
7 Settlement Share to be paid is approximately \$5,634.44, the lowest Individual Settlement Share to
8 be paid is approximately \$21.18, while the average Individual Settlement Share to be paid is
9 approximately \$940.21. Plaintiff Aldana's estimated Individual Settlement Payment is \$4,469.42
10 Participating Class Members will be issued payment of their Individual Settlement Shares subject
11 to reduction for the employee's share of taxes and withholdings with respect to the wages portion
12 of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

13 14. Additionally, \$50,000.00 of the Gross Settlement Amount has been allocated toward
14 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
15 \$37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
16 or \$12,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
17 are or were employed by Defendant during the PAGA Period. There are two hundred ninety-three
18 (293) Aggrieved Employees who worked a total of nine thousand two hundred thirty (9,230)
19 workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is
20 approximately \$144.91, and the average Individual PAGA Payment to be paid is approximately
21 \$42.66.

22 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
23 due separately and apart from the Gross Settlement Amount. As of this date, and utilizing the
24 maximum tax rate, Phoenix estimates that the employer-side taxes should not exceed \$12,431.82.

25 16. To complete the Settlement Administration for the *Aldana v. Coreslab Structures*
26 (*L.A.*) *Inc.*, the Settlement Administration will include a combination of hard costs and hourly costs
27 detailed below:
28

- Hard Costs: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, and Re-Mailing of Notices.
- Hourly Costs: The hourly rates include Programming Database & Setup, Project Management, Notice Formatting, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Individual Settlement Payments, Reconciliation of Uncashed Checks, Conclusion Reports, Tax Filings, and Case Management/Maintenance throughout pre- and post-settlement distribution.

17. To date, Phoenix has spent time (i) preparing, printing, and mailing the Notice; (ii) responding to inquiries and communicating with Class Members; (iii) conducting a National Change of Address search to update the Class Members' addresses as accurately as possible; (iv) processing and validating the Request for Exclusion; and (v) providing reports to the Parties' counsel. The time Phoenix has dedicated to this Action, as of this date, is sixteen (16) hours. Phoenix's hard costs to date are \$2,406.20.

18. After final approval, Phoenix will be (i) calculating the Net Settlement Amount and the Individual Settlement Payments and Individual PAGA payments; (ii) issuing the Individual Settlement Payments and, to the extent applicable, Individual PAGA Payment checks and distributing them to Participating Class Members and Aggrieved Employees; (iii) issuing the payment to Class Counsel for Court-approved attorneys' fees and costs, the Service Payment check to Plaintiff, remitting payment to the LWDA and the employer/employee payroll taxes to the proper taxing authorities; (iv) printing and providing Participating Class Members, PAGA Employees, Plaintiff, and Class Counsel with, as applicable and set forth in the Settlement, W-2s and 1099 forms.

19. The *estimated* time Phoenix will dedicate to this Action, after final approval through closure of the QSF, is twenty-nine (29) hours. Phoenix's *estimated* expenses it anticipates incurring are \$2,076.21.

20. Phoenix has agreed to perform all the listed Settlement Administration duties for *Aldana v. Coreslab Structures (L.A.) Inc.* for an agreed upon Fixed Fee of \$9,000.00. A detailed list of Phoenix's pre-distribution hourly and hard cost totals, in addition to the estimated hours and hard costs needed to complete the post-distribution Settlement Administration, is attached hereto as **Exhibit C.**

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

Executed this 18 day of June 2024, at Orange, California


JOSEPH FLOOD

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Aldana v. Coreslab Structures (L.A.)

(Riverside Superior Court, Case No. CVRI2300287)

***The Riverside Superior Court authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Coreslab Structures (L.A.) (“Coreslab” or “Defendant”) for alleged violations of the California Labor Code.

The Action was filed by Esteban Aldana (“Plaintiff” or “Class Representative”) and seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of a class of nonexempt (hourly paid) employees employed by Defendant Coreslab in California (“Class Members”) during the Class Period (January 19, 2019, through February 2, 2024); and (2) penalties under the California Private Attorneys General Act of 2004 (“PAGA”) for all nonexempt (hourly paid) employees employed by Defendant Coreslab in California during the PAGA Period (January 19, 2022 to February 2, 2024) (“Aggrieved Employees”). (Plaintiff and Defendant shall be collectively referred to as the “Parties.”) PAGA is California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all Aggrieved Employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA.

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Weeks Worked	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) Also, while the range of recovery will differ for Class Members, it is estimated that the average payment will be \$962.32, the high payment will be \$5,737.50, and the low payment will be \$21.02. If you believe that you worked more weeks during the periods discussed above, you can submit a challenge by May 23, 2024 (“**Response Deadline**”). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion Form by May 23, 2024 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection Form stating why you object to the settlement by May 23, 2024 (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit the enclosed Dispute Form with any supporting evidence to Phoenix Settlement Administrators (the “Settlement Administrator”), a third party that is responsible for sending this Notice) (see Section 4 for more details on how to submit a Dispute Form). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: JULY 12, 2024 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is an employee of Coreslab. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failure to provide meal and rest breaks and pay meal and rest period premiums, failure to timely pay wages each period and upon separation of employment, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (“PAGA”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits, and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. The Court preliminarily approved the proposed Settlement, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$775,000 as the “Settlement Amount.” Defendant has agreed to pay a total Settlement Amount of \$775,000, and will deposit the Settlement Amount into an account controlled by Settlement Administrator. The Settlement Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Settlement Amount approximately 60 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third of the Settlement Amount (\$258,333.33) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500 to the Class Representative as a Service Payment for litigating the Action, working with Class Counsel and representing the Class. The Class Representative’s Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

C. \$9,000.00 to the Settlement Administrator for services administering the Settlement.

D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of total Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an

allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective representatives, agents, heirs, and assigns, release the Released Parties (which includes Defendant, and its

officers, directors, employees and agents) from include all claims stated in the operative Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay final wages, (6) failure to provide accurate itemized wage statements, and (7) unfair and unlawful competition (the “Released Class Claims”). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Release of Released PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiff on behalf of himself, the State of California and the LWDA shall release the Released Parties (which includes Defendant, and its officers, directors, employees and agents) from all PAGA claims that Plaintiff alleged against the Released Parties (which includes Defendant, and its officers, directors, employees and agents) based on the facts stated in the relevant LWDA notice letters and only to the extent that they are alleged in the operative Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay wages each period, (6) failure to timely pay wages upon separation of employment, (7) failure to provide accurate itemized wage statements, and (8) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code Section 2698 based on the facts or claims alleged in the LWDA notice letters and operative Complaint (“Released PAGA Claims.”) The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked and/or Share Points. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant’s records, are stated in the tables on page 2 of this Notice. You have until May 23, 2024 (“Response Deadline”) to dispute the number of Workweeks credited to you by mailing the enclosed Dispute Form to the Settlement Administrator on or before May 23, 2024. Section 9 of this Notice has the Administrator’s contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant’s calculation of weeks worked based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant’s Counsel. The Settlement Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who doesn’t opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. To opt-out, you must complete, sign, and mail the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before the Response Deadline (as a reminder, **the "Response Deadline" is May 23, 2024**). Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form and include any and all evidence and supporting papers. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed in Section 9 on the Objection Form, **postmarked** on or before the Response Deadline. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On July 12, 2024 at 8:30 A.M., the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the enclosed Request for Exclusion Form, Dispute Form, or Objection Form, or the Settlement itself, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice

and request for Exclusion, Objection, and Dispute Forms be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on February 21, 2024 and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2300287) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel	Settlement Administrator
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 (800) 523-5773

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

NOTIFICACIÓN DE ACUERDO COLECTIVO APROBADA POR EL TRIBUNAL

Aldana contra Coreslab Structures (L.A.)

(Tribunal Superior de Riverside, Caso n° CVRI2300287)

El Tribunal Superior de Riverside autorizó este Aviso. Léalo atentamente.

No es correo basura, ni spam, ni un anuncio, ni una solicitud de un abogado. No le están Demandando.

Usted puede ser elegible para recibir dinero de una Demanda Colectiva de empleados (“Acción”) contra el Demandado Coreslab Structures (L.A.) (“Coreslab” o “Demandado”) por supuestas violaciones del Código Laboral de California.

La Demanda fue presentada por Esteban Aldana (“Demandante” o “Representante de la Clase”) y busca el pago de (1) salarios no pagados, daños y perjuicios y sanciones legales, intereses y honorarios de abogados en nombre de una clase de empleados no exentos (pagados por hora) empleados por el Demandado Coreslab en California (“Miembros de la Clase”) durante el Período de la Clase (19 de enero de 2019 hasta el 2 de febrero de 2024); y (2) sanciones en virtud de la Ley General de Abogados Privados de California de 2004 (“PAGA”) para todos los empleados no exentos (pagados por hora) empleados por la Demandada Coreslab en California durante el Período PAGA (19 de enero de 2022 al 2 de febrero de 2024) (“Empleados Agraviados”). (La Demandante y el Demandado se denominarán colectivamente las “Partes”.) PAGA es la ley de California que permite a los empleados presentar Demandas por sanciones civiles en nombre de la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”) y de todos los Empleados Agraviados por supuestas violaciones del Código Laboral, y cualquier pago por sanciones PAGA se pagará en un 75% a la LWDA y en un 25% a todos los Empleados Agraviados como sanciones civiles (en lugar de salarios).

El Acuerdo Colectivo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que requiere que el Demandado financie Pagos Individuales de la Clase a los Miembros de la Clase, y (2) un Acuerdo PAGA que requiere que el Demandado financie Pagos PAGA Individuales a los Empleados Agraviados y pague sanciones a la LWDA.

Basándose en los registros del Demandado, y en las suposiciones actuales de las Partes, sus Pagos Individuales de la Clase y PAGA se muestran en los gráficos siguientes, junto con los puntos de datos aplicables de los que se derivan estas estimaciones.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Dos partes	Semanas trabajadas	Su cuota estimada
Miembro de la clase	INSERT (Durante el periodo de clase)	\$ INSERT (Pago Individual de la Clase)
Empleado agraviado	INSERT (Durante el periodo PAGA)	\$ INSERT (Pago PAGA Individual)

Tenga en cuenta que la cantidad real que reciba puede ser diferente de la anterior y dependerá de varios factores. (Si no se indica ningún importe para su Pago PAGA Individual, entonces, según los registros del Demandado, usted no tiene derecho a un Pago PAGA Individual en virtud del Acuerdo porque no trabajó durante el Periodo PAGA). Además, si bien el rango de recuperación diferirá para los Miembros de la Clase, se estima que el pago promedio será de \$962,32, el pago alto será de \$5,737.50 y el pago bajo será de \$21,02. Si cree que trabajó más semanas durante los periodos mencionados, puede presentar una impugnación antes del 23 de mayo de 2024 (“**Plazo de respuesta**”). Véase la **Sección 4** de este aviso.

El Tribunal ya ha aprobado de forma preliminar el Acuerdo propuesto y ha aprobado esta Notificación. El Tribunal aún no ha decidido si concederá la aprobación definitiva. Sus derechos legales se verán afectados tanto si actúa como si no. Lea atentamente este Aviso. Se considerará que lo ha leído y comprendido cuidadosamente. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará al Demandante y a

los abogados del Demandante (“Abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que obligue a los Demandados a realizar pagos en virtud del Acuerdo y exija a los Miembros de la Clase y a los Empleados Agraviados que renuncien a sus derechos a hacer valer determinadas reclamaciones contra los Demandados.

Si trabajó para el Demandado durante el Periodo de la Demanda Colectiva y/o el Periodo PAGA, tiene algunas opciones, como se muestra en el cuadro siguiente:

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
NO HACER NADA Y RECIBIR UN PAGO DE ACUERDO	Si desea recibir el pago íntegro del Acuerdo, no es necesaria ninguna otra acción por su parte. Recibirá automáticamente el pago del Acuerdo si éste recibe la aprobación final del Tribunal. Usted quedará vinculado por los términos del Acuerdo de Conciliación y renunciará a su derecho a Demandar por las Reclamaciones Exoneradas de la Clase descritas en la Sección 3 .
EXCLUIRSE	Si no desea participar en el Acuerdo de las Demandas colectivas, puede “optar por excluirse” del Acuerdo de las Demandas colectivas. Si opta por excluirse, deberá presentar un Formulario de solicitud de exclusión antes del 23 de mayo de 2024 (consulte la SECCIÓN 6 para obtener más detalles sobre cómo excluirse). Si opta por la exclusión, dejará de ser Miembro de la Clase y (1) <u>no</u> recibirá un Pago Individual de la Clase, pero conservará su derecho a presentar las Reclamaciones Exoneradas de la Clase descritas a continuación con sujeción a las leyes de prescripción aplicables, y (2) no podrá presentar una objeción al Acuerdo. Usted no puede optar por excluirse de la parte PAGA del Acuerdo propuesto. El Demandado debe pagar Pagos PAGA Individuales a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos de proseguir con las Reclamaciones PAGA Exoneradas. Consulte la Sección 6 de este Aviso.
OBJETAR	Si decide objetar al Acuerdo con respecto a las Demandas colectivas porque lo considera injusto o poco razonable, debe presentar un Formulario de objeción indicando por qué objeta al Acuerdo antes del 23 de mayo de 2024 (consulte la Sección 7 para obtener más detalles sobre cómo objetar).
IMPUGNAR EL NÚMERO DE SEMANAS TRABAJADAS	Si usted cree que el número de Semanas Laborales que se le acreditaron como trabajadas en la tabla anterior es incorrecto, puede presentar el Formulario de Disputa adjunto con cualquier evidencia que lo respalde a Phoenix Settlement Administrators (el “Administrador del Acuerdo”), un tercero que es responsable de enviar este Aviso) (consulte la Sección 4 para obtener más detalles sobre cómo presentar un Formulario de Disputa). Se presumirá que los registros del Demandado son correctos, pero usted puede proporcionar pruebas al Administrador del Acuerdo que demuestren cuántas Semanas de Trabajo cree que se le deberían acreditar.

PUEDE ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA, PERO NO ES OBLIGATORIO	
FECHA: 12 DE JULIO DE 2024 HORA: 8:30	En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo. Usted no tiene que asistir, pero sí tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre a su propio coste), en persona, por teléfono o utilizando la plataforma de comparecencia virtual del Tribunal. Consulte la Sección 8 de este Aviso.

1. ¿EN QUÉ CONSISTE LA ACCIÓN?

La Demandante es empleada de Coreslab. La Demanda acusa al Demandado de violar las leyes laborales de California al no pagar los salarios mínimos y las horas extraordinarias, no proporcionar pausas para comer y descansar y no pagar las primas de los períodos de comida y descanso, no pagar puntualmente los salarios cada período y al separarse

del empleo, y no proporcionar declaraciones salariales detalladas precisas. Basándose en las mismas reclamaciones, el Demandante también ha hecho valer una reclamación de sanciones civiles en virtud de la Ley General de Abogados Privados de California (“PAGA”).

El Demandado niega rotundamente haber violado ninguna ley ni haber dejado de pagar ningún salario y sostiene que cumplió con todas las leyes aplicables.

Ambas Partes están representadas por abogados en la Acción. Consulte la Sección 9 a continuación para obtener su información de contacto.

2. ¿QUÉ SIGNIFICA QUE LA ACCIÓN SE HA RESUELTO?

El Demandante y el Demandado contrataron a un mediador experimentado y neutral en un esfuerzo por resolver la Demanda negociando para poner fin al caso mediante un Acuerdo (resolver el caso) en lugar de continuar con el costoso y largo proceso del litigio. Las negociaciones tuvieron éxito. Mediante la firma de un extenso Acuerdo de conciliación por escrito (“Acuerdo”), la Demandante y el Demandado han negociado una propuesta de Acuerdo que está sujeta a la Aprobación Final del Tribunal. Ambas partes están de Acuerdo en que el Acuerdo propuesto es un compromiso de las reclamaciones en disputa. Al aceptar llegar a un Acuerdo, el Demandado no admite ninguna infracción ni concede el mérito de ninguna reclamación.

El Demandante y los Abogados de la Clase creen firmemente que el Acuerdo es un buen negocio para usted porque consideran que (1) el Demandado ha aceptado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuado; y (2) el Acuerdo es lo mejor para los Miembros de la Clase y los empleados perjudicados. Hasta el momento, el Tribunal no ha determinado si el Demandado o el Demandante tienen razón en cuanto al fondo, y sólo ha determinado que existen pruebas suficientes que sugieren que el Acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier determinación final sobre estas cuestiones se realizará en la vista final. El Tribunal aprobó preliminarmente el Acuerdo propuesto, autorizó esta Notificación y programó una audiencia para determinar la Aprobación Definitiva.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. El Demandado Pagará \$775,000 como el “Monto del Acuerdo”. El Demandado ha acordado pagar un Monto del Acuerdo total de \$775,000, y depositará el Monto del Acuerdo en una cuenta controlada por el Administrador del Acuerdo. El Administrador del Acuerdo utilizará el Monto del Acuerdo para pagar los Pagos Individuales de la Clase, los Pagos PAGA Individuales, el Pago por Servicios del Representante de la Clase, los honorarios y gastos de los abogados del Asesor de la Clase, los Costos del Administrador y las Multas PAGA que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”, por sus siglas en inglés). Suponiendo que el Tribunal conceda la Aprobación Definitiva, el Demandado financiará el Monto del Acuerdo aproximadamente 60 días después de que la Sentencia dictada por el Tribunal sea definitiva. La Sentencia será definitiva en la fecha en que el Tribunal dicte Sentencia, o en una fecha posterior si la Sentencia es apelada.

2. Deducciones del Acuerdo Bruto Aprobadas por el Tribunal. En la Audiencia de Aprobación Definitiva, el Demandante y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Monto del Acuerdo, cuyos montos serán decididos por el Tribunal en la Audiencia de Aprobación Definitiva:

A. Hasta un tercio del Monto del Acuerdo (\$258,333.33) a los Abogados de la Clase por concepto de honorarios de abogados y hasta \$20,000 por sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Demanda sin recibir pago alguno.

B. Hasta \$7,500 al Representante de la Clase como Pago por Servicios por litigar la Acción, trabajar con el Abogado de la Clase y representar a la Clase. El Pago por Servicios del Representante de la Clase será el único dinero que el Demandante recibirá aparte del Pago Individual de la Clase del Demandante y cualquier Pago PAGA Individual.

C. \$9,000.00 al Administrador del Acuerdo por servicios de administración del Acuerdo.

D. Hasta \$50,000 por Penalizaciones PAGA, asignados en un 75% al Pago PAGA de la LWDA y en un 25% en Pagos PAGA Individuales a los Empleados Agravados en función de su cuota de Semanas Trabajadas durante el Periodo PAGA.

E. Los Miembros Participantes de la Clase tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

3. Acuerdo Colectivo Neto Distribuido a los Miembros de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del remanente (el “Importe Neto del Acuerdo”) realizando Pagos Individuales de la Clase a los Miembros Participantes de la Clase en función de su cuota prorrateada del total de Semanas Trabajadas durante el Periodo de la Clase.

4. Impuestos adeudados sobre los pagos a los Miembros de la Clase. El Demandante y el Demandado solicitan al Tribunal que apruebe una asignación del 20% de cada Pago Individual de la Clase a salarios sujetos a impuestos (“Porción Salarial”) y del 80% a multas e intereses (“Porción No Salarial”). La Porción Salarial está sujeta a retenciones y se declarará en los Formularios W-2 del IRS. El Demandado pagará por separado los impuestos sobre la nómina del empleador que adeude sobre la Porción Salarial. Los Pagos PAGA Individuales se contabilizan como sanciones y no como salarios a efectos fiscales. El Administrador reportará los Pagos PAGA Individuales y las Porciones No Salariales de los Pagos Individuales de la Clase en los Formularios 1099 del IRS.

Aunque el Demandante y el Demandado han acordado estas asignaciones, ninguna de las partes le está asesorando sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las multas y los intereses sobre impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar a un asesor fiscal si tiene alguna duda sobre las consecuencias fiscales del Acuerdo propuesto.

5. Necesidad de cobrar con prontitud los cheques de pago. En el anverso de cada cheque emitido para Pagos Individuales de la Clase y Pagos PAGA Individuales aparecerá la fecha en la que vence el cheque (la fecha de anulación). Si no lo cobra antes de la fecha de caducidad, su cheque se anulará automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Controlador de California a su nombre. Si el dinero que representa su cheque es enviado al Fondo de Propiedad No Reclamada del Controlador, deberá consultar las normas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

6. Solicitudes de Exclusión del Acuerdo Colectivo. Se le tratará como Miembro Participante de la Clase, participando plenamente en el Acuerdo, a menos que opte por excluirse del mismo, a más tardar en la Fecha Límite de Respuesta. Consulte la Sección 6 de este Aviso para más detalles sobre cómo Optar por la Exclusión.

7. El Acuerdo propuesto será nulo si el Tribunal deniega la aprobación definitiva. Es posible que el Tribunal deniegue la aprobación definitiva del Acuerdo o se niegue a dictar sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. El Demandante y el Demandado han acordado que, en cualquiera de los dos casos, el Acuerdo será nulo: El Demandado no pagará dinero alguno y los Miembros de la Clase no renunciarán a ninguna reclamación contra el Demandado.

8. Administrador del Acuerdo. El Tribunal ha designado a una empresa neutral, Phoenix Settlement Administrators (el “Administrador del Acuerdo”) para que envíe esta Notificación, calcule y efectúe los pagos y procese las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador del Acuerdo también decidirá cualquier Disputa sobre las semanas trabajadas, enviará y reenviará los cheques del Acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador del Acuerdo figura en la Sección 9 de este Aviso.

9. Liberación de los Miembros Participantes de la Clase. Una vez que la Sentencia sea definitiva y el Demandado haya financiado en su totalidad el Monto del Acuerdo y pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros Participantes de la Clase estarán legalmente impedidos de hacer valer cualquiera de las Demandas liberadas en virtud del Acuerdo. Esto significa que, a menos que usted haya optado por excluirse válidamente

del Acuerdo Colectivo, no podrá Demandar, continuar Demandando ni ser parte de ninguna otra Demanda contra el Demandado o entidades relacionadas por salarios basados en los hechos alegados en la Acción durante la duración del Período Colectivo y el Período PAGA, que se resuelven mediante este Acuerdo.

Los Miembros Participantes de la Clase quedarán vinculados por la siguiente exoneración:

Todos los Miembros Participantes de la Clase, en nombre propio y en el de sus respectivos representantes, agentes, herederos y cesionarios, liberan a las Partes Exoneradas (lo que incluye al Demandado, y a sus funcionarios, directores, empleados y agentes) de incluir todas las reclamaciones de declaradas en la Demanda operativa y aquellas basadas únicamente en los hechos de la Demanda, incluyendo: (1) falta de pago de salarios mínimos, (2) falta de pago de salarios por horas extras, (3) falta de provisión de períodos de comida, (4) falta de provisión de períodos de descanso, (5) falta de pago oportuno de salarios finales, (6) falta de provisión de declaraciones salariales detalladas precisas, y (7) competencia desleal e ilegal (las “Reclamaciones Exoneradas de la Clase”). El período de exoneración operativo para las Reclamaciones Exoneradas de la Clase es el Período de la Clase. Los Miembros Participantes de la Clase no liberan ninguna otra reclamación, incluidas las reclamaciones por prestaciones adquiridas, despido improcedente, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, incapacidad, seguridad social, indemnización laboral o reclamaciones basadas en hechos ocurridos fuera del Período de la Clase.

10. Liberación de Reclamaciones Exoneradas de PAGA. Después de que la sentencia del Tribunal sea definitiva, y el Demandado haya pagado el Monto del Acuerdo (y pagado por separado los impuestos sobre la nómina del lado del empleador), el Demandante, en nombre propio, del Estado de California y de la LWDA, liberará a las Partes Exoneradas (que incluye al Demandado, y a sus funcionarios, directores, empleados y agentes) de todas las reclamaciones PAGA que el Demandante alegó contra las Partes Exoneradas (que incluye al Demandado, y sus funcionarios, directores, empleados y agentes) basadas en los hechos expuestos en las cartas de notificación pertinentes de la LWDA y sólo en la medida en que se aleguen en la Demanda operativa, incluidas todas las reclamaciones PAGA que soliciten sanciones civiles basadas en: (1) falta de pago de los salarios mínimos, (2) falta de pago de los salarios por horas extraordinarias, (3) falta de provisión de períodos de comida, (4) falta de provisión de períodos de descanso, (5) falta de pago puntual de los salarios cada período, (6) falta de pago puntual de los salarios tras la separación del empleo, (7) no proporcionar declaraciones salariales detalladas precisas, y (8) todas las demás reclamaciones por sanciones civiles recuperables en virtud de la Ley General de Abogados Privados, Código Laboral, Sección 2698, basadas en los hechos o reclamaciones alegados en las cartas de notificación de la LWDA y en la Demanda operativa (“Reclamaciones Exoneradas PAGA.”) El plazo que rige las Reclamaciones PAGA Liberadas será cualquier momento durante el Período PAGA.

4. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo el Monto Neto del Acuerdo por el número total de Semanas Trabajadas por todos los Miembros Participantes de la Clase durante el Período de la Clase, y (b) multiplicando el resultado por el número de Semanas Trabajadas por cada Miembro Participante de la Clase individual durante el Período de la Clase.

2. Pagos PAGA Individuales. El Administrador del Acuerdo calculará los Pagos PAGA Individuales (a) dividiendo \$12,500 por el número total de Semanas Trabajadas por todos los Empleados Agraviados durante el Período PAGA y (b) multiplicando el resultado por el número de Semanas Trabajadas por cada Empleado Agraviado individual durante el Período PAGA.

3. Impugnación de Semanas Trabajadas y/o Puntos Compartidos. El número de semanas que usted trabajó durante el Período de la Demanda Colectiva y el Período PAGA, según consta en los registros del Demandado, se indica en las tablas de la página 2 de esta Notificación. Tiene hasta el 23 de mayo de 2024 (“Plazo de respuesta”) para impugnar el número de Semanas Laborales que se le atribuyen enviando por correo el Formulario de impugnación adjunto al Administrador del Acuerdo en o antes de 23 de mayo de 2024. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Debe respaldar su disputa enviando copias de los talones de pago u otros registros. El administrador del Acuerdo aceptará como exacto el cálculo de las semanas trabajadas basado en los registros del Demandado, a menos que usted envíe copias de los registros que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no le serán devueltos. El Administrador del Acuerdo resolverá las impugnaciones basándose en su envío y en las aportaciones de los Abogados de la Clase y de los Abogados del Demandado. La decisión del Administrador del Acuerdo es definitiva. No puede apelar ni impugnar de otro modo su decisión final.

5. ¿CÓMO COBRARÉ?

1. Miembros Participantes de la Clase y Empleados Agraviados. El Administrador del Acuerdo enviará, por correo de EE.UU., un cheque único a cada Miembro Participante de la Clase (que incluye a cada Miembro Participante de la Clase que no opte por no participar) y Empleado Agraviado. El cheque único combinará el Pago Individual de la Clase y el Pago PAGA Individual.

2. Sólo Empleados Agraviados. Si usted optó por no participar en el Acuerdo Colectivo, pero califica como Empleado Agraviado, entonces el Administrador del Acuerdo enviará, por correo de EE.UU., un solo cheque de Pago PAGA Individual a cada Empleado Agraviado, incluyendo a aquellos que optaron por no participar en el Acuerdo Colectivo.

Su cheque se enviará a la misma dirección que este Aviso. Si cambia de dirección, asegúrese de notificárselo al Administrador del Acuerdo lo antes posible. La sección 9 de este Aviso contiene la información de contacto del Administrador del Acuerdo.

6. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO COLECTIVO?

Será tratado como Miembro Participante de la Clase, participando plenamente en el Acuerdo, a menos que opte por excluirse del mismo, a más tardar en la Fecha Límite de Respuesta. Para optar por la exclusión, debe cumplimentar, firmar y enviar por correo el Formulario de Solicitud de Exclusión adjunto al Administrador del Acuerdo, con matasellos de fecha anterior a la Fecha Límite de Respuesta (como recordatorio, la **“Fecha Límite de Respuesta”** es el 23 de mayo de 2024). Cualquier persona que presente una Solicitud de Exclusión de las Reclamaciones Colectivas a tiempo (1) no tendrá ningún derecho en virtud de este Acuerdo, incluido el derecho a objetar, apelar o hacer comentarios sobre el Acuerdo; (2) no tendrá derecho a recibir un Pago Individual de la Clase; (3) conservará el derecho a presentar las Reclamaciones Exoneradas de la Clase, y (4) no estará vinculada por este Acuerdo, ni por la Sentencia.

No puede excluirse de la parte PAGA del Acuerdo. Los Miembros de la Clase que se excluyan de las Reclamaciones de la Clase siguen siendo elegibles para recibir un Pago PAGA Individual.

7. ¿CÓMO PUEDO OPONERME AL ACUERDO?

Sólo los Miembros Participantes de la Clase tienen derecho a objetar al Acuerdo. Un Miembro Participante de la Clase que no esté de Acuerdo con cualquier aspecto del Acuerdo puede desear objetar. Si desea objetar al Acuerdo propuesto, usted o su propio abogado deben presentar una objeción por escrito, en el Formulario de Objeción adjunto e incluir todas y cada una de las pruebas y documentos justificativos. El Formulario de objeción y todas las pruebas y documentos justificativos que lo acompañen deberán enviarse al Administrador del Acuerdo a la dirección que figura en la Sección 9 del Formulario de objeción, **con matasellos** de fecha anterior a la Fecha límite de respuesta. Si no cumple con estos procedimientos y con la fecha límite para presentar objeciones, es posible que el Tribunal no considere su objeción en la Audiencia de Aprobación Definitiva y que pierda el derecho a impugnar la aprobación del Acuerdo. Seguirá teniendo derecho a recibir un pago del Acuerdo en caso de que éste se convierta en definitivo, incluso si presenta una objeción al Acuerdo. Presentar una objeción no preserva el derecho a apelar una sentencia definitiva. Más bien, el derecho a apelar se preserva convirtiéndose en parte del expediente interviniendo oportuna y adecuadamente o presentando una moción para anular la sentencia antes de la entrada de la sentencia.

8. ¿CUÁNDO ES LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

El 12 de julio de 2024 a las 8:30 a.m., el Tribunal celebrará una audiencia pública en el Departamento 1 del Tribunal Superior del Estado de California, Condado de Riverside, 4050 Main St, Riverside, CA 92501, con el propósito de determinar si el Acuerdo propuesto es justo, adecuado y razonable y si debe aprobarse, si se aprueban las solicitudes de los Abogados de la Clase de Demandantes para los honorarios de los abogados y las costas, si se aprueban los pagos a la LWDA y si se aprueba la solicitud de la Demandante para la adjudicación de servicios. Esta audiencia puede ser continuada o reprogramada por el Tribunal. Se notificará a los objetores del Acuerdo propuesto en caso de que la Audiencia de Aprobación Definitiva se prorrogue a una fecha posterior. Los Miembros de la Clase que apoyen el Acuerdo propuesto no necesitan comparecer en la vista y no necesitan realizar ninguna otra acción para indicar su aprobación. Los Miembros de la Clase que se opongan al Acuerdo Colectivo propuesto no están obligados a asistir a la Audiencia de Aprobación Definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

Si tiene alguna pregunta sobre esta Notificación, el Formulario de solicitud de exclusión, el Formulario de disputa o el Formulario de objeción adjuntos, o sobre el propio Acuerdo, o si no recibió esta Notificación por correo y cree que es o puede ser Miembro de la Clase, debe ponerse en contacto con el Administrador para obtener más información o para solicitar que se le envíe por correo una copia de esta Notificación y de los Formularios de solicitud de exclusión, objeción y disputa. Si desea comunicarse directamente con los Abogados de la Demanda Colectiva, puede ponerse en contacto con ellos a través de la información que figura a continuación. Si lo desea, también puede solicitar el asesoramiento y la orientación de su propio abogado particular, corriendo usted con los gastos.

Este Aviso es sólo un resumen. Para obtener información más detallada, puede revisar el Acuerdo de conciliación, que contiene los términos completos del Acuerdo propuesto, que se encuentra archivado en el Tribunal y adjunto a la Declaración de Brian J. Mankin en apoyo de la Moción para la aprobación preliminar del Acuerdo de Demanda Colectiva presentada el 21 de febrero de 2024 y está disponible para ser inspeccionado en cualquier momento durante el horario laboral regular en la Secretaría del Tribunal, Tribunal Superior del Estado de California, Condado de Riverside, 4050 Main St, Riverside, CA 92501. También puede revisar los alegatos, actas y otros documentos que obran en el expediente de esta Demanda en la Secretaría del Tribunal o en línea en <https://epublic-access.riverside.courts.ca.gov/public-portal/>. Para acceder al expediente del caso, haga clic en “Case Number Search,” luego cree una cuenta gratuita en línea, luego escriba el número del caso (CVRI2300287) donde se solicita, y haga clic en “Search.” También puede enviar un correo electrónico al abogado de la Clase y solicitar una copia del Acuerdo de conciliación.

NO LLAME POR TELÉFONO AL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO

Los datos de contacto de los Abogados de la Clase y del Administrador del Acuerdo figuran a continuación:

Abogado de la clase	Administrador del Acuerdo
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 (800) 523-5773

10. ¿QUÉ OCURRE SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del Acuerdo antes de cobrarlo, el Administrador del Acuerdo se lo sustituirá siempre que solicite la sustitución antes de la fecha de nulidad que figura en el anverso del cheque original. Si su cheque ya es nulo, deberá consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ OCURRE SI CAMBIO DE DIRECCIÓN?

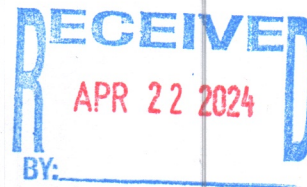
Para recibir su cheque, debe notificar inmediatamente al Administrador del Acuerdo si se muda o cambia de otro modo su dirección postal.

Exhibit B

REQUEST FOR EXCLUSION FORM

Aldana v. Coreslab Structures (L.A.)
(Riverside Superior Court, Case No. CVRI2300287)

Denise M Pennell
29374 Warm Creek Way
Menifee, CA 92584-8488



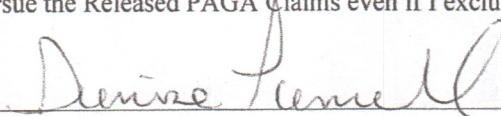
DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

- ☐ **YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.**
- ☒ **NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.**

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Aldana v. Coreslab Structures (L.A.)* (Riverside Superior Court Case No. CVRI2300287). I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an Aggrieved Employee (see first page of the Notice), I will receive an Individual PAGA Payment and give up my rights to pursue the Released PAGA Claims even if I exclude myself.

Signed on 4-16, 2024

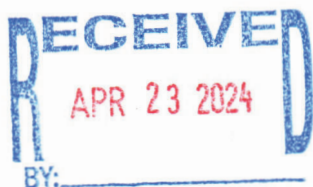

Denise M Pennell

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN May 23, 2024:

Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208 Orange, CA 92863
(800) 523-5773

REQUEST FOR EXCLUSION FORM



Aldana v. Coreslab Structures (L.A.)
(Riverside Superior Court, Case No. CVRI2300287)

Daniel Rojas
357 W 4th St
Perris, CA 92570-2012

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

- ☐ **YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.**
- ☒ **NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.**

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Aldana v. Coreslab Structures (L.A.)* (Riverside Superior Court Case No. CVRI2300287). I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an Aggrieved Employee (see first page of the Notice), I will receive an Individual PAGA Payment and give up my rights to pursue the Released PAGA Claims even if I exclude myself.

Signed on 4-16, 2024

Daniel Rojas
Daniel Rojas

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN May 23, 2024:

Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208 Orange, CA 92863
(800) 523-5773

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Aldana v. Coreslab Structures (L.A.)* on the following grounds (if additional space is necessary, please include additional sheets of paper):

I don't want to participate
in any lawsuit.

Signed on 4-15, 2024

Daniel Rojas
Daniel Rojas

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN May 23, 2024:

Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208 Orange, CA 92863
(800) 523-5773

Ann A. Hull

LAW OFFICES OF ANN A. HULL, INC.

21900 Burbank Blvd., Third Floor

Woodland Hills, CA 91367

www.annhull.com

Main Office: (818) 303-1396

Offices now also in San Bernardino and Lancaster/Palmdale

May 1, 2024

Sent by Fed Ex Tracking: 776195204692

Phoenix Settlement Administrators

1411 North Batavia St. #105

Orange, CA 92867

Dear Phoenix Settlement Administrators:

Enclosed, please find the Request for Exclusion Form from Abraham Tejada in the case of *Aldana v. Coreslab Structures (L.A.)*. If you have any questions, I can be reached at (818) 300-7819.

Sincerely, .


Jeanne Hill

Staff

Law Offices of Ann A. Hull, Inc.

ADACRS1517

REQUEST FOR EXCLUSION FORM

Aldana v. Coreslab Structures (L.A.)
(Riverside Superior Court, Case No. CVRI2300287)

Abraham Tejada
250 Wilkerson Ave Apt 63
Perris, CA 92570-2210

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.



NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Aldana v. Coreslab Structures (L.A.)* (Riverside Superior Court Case No. CVRI2300287). I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an Aggrieved Employee (see first page of the Notice), I will receive an Individual PAGA Payment and give up my rights to pursue the Released PAGA Claims even if I exclude myself.

Signed on 4/24/2024, 2024

DocuSigned by:


Abraham Tejada
AECFC2A589D343F...

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN May 23, 2024:

Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208 Orange, CA 92863
(800) 523-5773

Questions? Please call the Settlement Administrator at: (800) 523-5773

Exhibit C



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	460
Subtotal Admin Only	\$9,257.41
Fixed Fee	\$9,000.00

For 460 Class Members

June 18, 2024

Case Invoice: Aldana v. Coreslab Structures

Itemized Preliminary Approval Setup and Notice Mailing: Hourly and Hard Cost Totals

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Class Data Base Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$150.00	1	\$150.00
Class Notice Packet Formatting	\$125.00	2	\$250.00
Printing Setup and Printing	\$125.00	3	\$375.00
Case Manager Associate Maintenance	\$125.00	2	\$250.00
Case Associate Maintenance	\$65.00	4	\$260.00
Programming Undeliverables	\$50.00	2	\$100.00
Hourly Totals:		16	\$1,635.00
Data Merge & Duplication Scrub	\$0.20	460	\$92.00
Call Center & Long Distance	\$2.00	12	\$24.00
NCOA (USPS)	\$0.25	460	\$115.00
Notice Packet & Opt-Out Form (Paper and	\$1.25	460	\$575.00
Postage (up to 2 oz.)*	\$0.87	460	\$400.20
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Hard Cost Totals:			\$2,406.20

Estimated Itemized Final Approval Setup and Distribution: Hourly and Hard Cost Totals:

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Distribution Database	\$150.00	3	\$450.00
Estimated Case Associate Hours	\$55.00	2	\$110.00
Estimated Case Manager Hours	\$85.00	3	\$255.00
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
QSF Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$135.00	3	\$405.00
Reminder Check Cashing Postcard Print and	\$135.00	2	\$270.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	2	\$230.00
Hourly Totals:		29	\$3,140.00
Class Checks	\$1.25	457	\$571.25
Estimated Postage	\$0.58	457	\$265.06
Remail Undeliverable Checks	\$1.33	30	\$39.90
(Postage Included)			
IRS & QSF Annual Tax Reporting *	\$1,200.00	1	\$1,200.00
(State Tax Reporting Included)			
Estimated Hard Cost Totals:			\$2,076.21

Invoice Total: \$9,257.41