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10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**
13

14 ISABEL RODRIGUEZ and DANIEL TOVAR,
15 on behalf of themselves all employees similarly
16 situated,

17 Plaintiffs,

18 v.

19 ROY MILLER PAINTING INC., a California
20 Corporation; and DOES 1 through 50, inclusive,
21 Defendants.
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24
25
26
27
28

Case No.: 30-2023-01314830-CU-OE-CXC

[Assigned for all purposes to Hon. Melissa R.
McCormick, Dept. CX104]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**DECLARATION OF NICK CASTRO OF
ILYM GROUP, INC. FOR FINAL
APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: March 20, 2023
Trial: Not Set

DECLARATION OF NICK CASTRO

I, Nick Castro, declare as follows:

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

2. ILYM Group has extensive experience in administering class action settlements, including direct mail services, database management, claims processing and settlement fund distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the *Notice of Proposed Class and PAGA Representative Action Settlement, Request for Exclusion Form, and Objection Form* in English, and Spanish (collectively referred to as "Notice Packet"); (b) receiving and processing requests for exclusion; (c) resolving Settlement Class Members' disputes over the number of workweeks Defendant has record of them working during the Class Period, which was pre-printed on their individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

1 4. On July 18, 2024, ILYM Group received the Court approved text for the Notice
2 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
3 which was approved by the Parties' Counsel and translated to Spanish prior to mailing.

4 5. On October 2, 2024, ILYM Group received the class data file from Counsel for
5 Defendants, which contained the name, social security number, last known mailing address, class
6 workweeks, and PAGA pay periods for each Settlement Class Member. The data file was uploaded
7 to our database and checked for duplicates and other possible discrepancies. The Class List
8 contained 148 individuals who worked 8,844 work weeks.

9 6. As part of the preparation for mailing, all 148 names and addresses contained in the
10 Class List were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
13 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
14 address was found in the NCOA database, the updated address was used for the mailing of the
15 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On October 16, 2024, the Notice Packet was mailed, via U.S First Class Mail, to
18 all 148 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
19 copy of the mailed Notice Packet.

20 8. As of the date of this declaration, 28 Notice Packets have been returned to our office
21 as undeliverable. Of the 28 returned Notice Packets, none were returned with a forwarding address.
22 ILYM Group performed a computerized skip trace on the 28 returned Notice Packets that did not
23 have a forwarding address in an effort to obtain an updated address for the purpose of re-mailing
24 the Notice Packet. As a result of this skip trace, 14 updated addresses were obtained and the Notice
25 Packet was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

26 9. As of the date of this declaration, a total of 14 Notice Packets have been re-mailed.
27 Specifically, 14 have been re-mailed as a result of ILYM Group's skip tracing efforts.

28

10. As of the date of this declaration, a total of 14 Notice Packets have been deemed undeliverable. Specifically, 14 has been deemed undeliverable as no updated address was found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was December 16, 2024.

12. As of the date of this declaration, ILYM Group has received 1 objection to the Settlement. The deadline to file an objection to the Settlement was December 16, 2024. Attached hereto, as **Exhibit B**, is a true and correct copy of the received objection.

13. As of the date of this declaration, ILYM Group has not received any workweeks disputes. The deadline to dispute workweeks was December 16, 2024.

14. Participating Claimants will receive a proportional share of the Net Settlement Fund through individual settlement payments, calculated by a pro-rata formula, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Fund inclusive of PAGA group members' PAGA allocation is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Awards, Settlement Administration Fees to ILYM Group, and the PAGA allocation, e.g.,

Gross Settlement Amount	\$181,000.00
Class Counsel Fees	\$60,333.33
Class Counsel Expenses	\$19,328.96
Class Representative Service Payments (2)	\$10,000.00
ILYM Group Fees	\$6,500.00
LWDA	\$11,250.00
Net Settlement Amount	\$73,587.71

To determine a Participating Class Member's individual settlement award payment, inclusive of PAGA individual payment, the Net Settlement Fund will be divided by the total number of workweeks worked by all Class Members during the Class Period, multiplied by the number of workweeks worked by that Class Member. Based on these calculations, the Class Members will receive an estimated average payment of \$497.21, with the estimated highest payment being \$1,766.14, and the estimated lowest payment being \$7.90.

15. Participating Claimants will receive a proportional share of the Net Settlement Fund through individual settlement payments, calculated by a pro-rata formula, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Fund exclusive of PAGA group members' PAGA allocation is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Awards, Settlement Administration Fees to ILYM Group, and the PAGA allocation, e.g.,

Gross Settlement Amount	\$181,000.00
Class Counsel Fees	\$60,333.33
Class Counsel Expenses	\$19,328.96
Class Representative Service Payments (2)	\$10,000.00
ILYM Group Fees	\$6,500.00
LWDA	\$11,250.00
PAGA Allocation to Aggrieved Employees	\$3,750.00
Net Settlement Amount	\$69,837.71

To determine a Participating Class Member's individual settlement award payment exclusive of PAGA individual payment, the Net Settlement Fund will be divided by the total number of workweeks worked by all Class Members during the Class Period, multiplied by the number of workweeks worked by that Class Member. Based on these calculations, the Class Members will receive an estimated average payment of \$471.88, with the estimated highest payment being \$1,697.77, and the estimated lowest payment being \$7.90.

16. Pursuant to the Agreement, 25% of the PAGA Penalties payment \$3,750.00 will be allocated to Aggrieved Employees regardless of whether he or she opted out of the Class Settlement ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA Settlement. The Employee PAGA Amount is allocated on a pro rata basis using their PAGA Pay Periods. There are 107 Aggrieved Employees who worked 3,236 pay periods during the PAGA period.

17. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently estimated to be approximately \$68.37, the *average* Individual PAGA Payment is currently estimated to be approximately \$35.05 and the *lowest* Individual PAGA Payment is currently estimated to be approximately \$1.16.

1 18. ILYM Group's total fees and costs for services in connection with the administration of
2 this Settlement, which includes fees and costs incurred to date, as well as anticipated fees and costs
3 for completion of the settlement administration, are \$6,500.00. ILYM Group's work in connection
4 with this matter will continue with the calculation of the settlement award payments, issuance and
5 mailing of the settlement award checks, the necessary tax filing and reporting on such payments,
6 and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to
7 perform. A true and correct copy of the invoice from ILYM Group is attached hereto as **Exhibit C**.

8
9 I declare under penalty of perjury under the laws of the State of California and the United
10 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
11 was executed this 10th day of January 2025, at Tustin, California.

12
13
14 *Nick Castro*
NICK CASTRO

EXHIBIT “A”

REQUEST FOR EXCLUSION FORM

Superior Court of California for the County of Orange
Rodriguez, et al. v. Roy Miller Painting, Inc., Case No. 30-2023-01314830-CU-OE-CXC

If you want to receive a Class Settlement Payment, you should not fill out this form. You are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you decide to exclude yourself from the Settlement: (1) you will not receive any payment under the Settlement (except as to the PAGA Claim, if applicable); (2) you will not be able to object to the Settlement; and (3) you will not be bound by the class settlement or the class release if it is ultimately approved by the Court.

To be excluded from the Settlement, you must complete this Request for Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than December 16, 2024.

***Rodriguez, et al. v. Roy Miller Painting, Inc.,
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781***

Request for Exclusion

I hereby certify that I am or was employed by Defendant as a non-exempt, hourly employee in California for some period of time between March 20, 2019 and May 1, 2023.

I have received the Notice of Class Action Settlement ("Notice") in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion Form, I will not be bound by the class settlement, including the Released Class Claims, as described in the Notice and in the Settlement Agreement on file with the Court, and I will not receive a payment from the class settlement. I understand that I cannot exclude myself from the PAGA Settlement Payment and that I will still receive a pro-rata share of the PAGA Settlement Amount and will be bound by the Released PAGA Claims regardless of whether I exclude myself from the Class Settlement Payment.

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____ __) ____ ____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Tribunal Superior de California para el Condado de Orange
Rodriguez, et al. v. Roy Miller Painting, Inc., Caso No. 30-2023-01314830-CU-OE-CXC

Si desea recibir un Pago del Acuerdo Colectivo, no debe completar este formulario. No se le requiere hacer nada en este momento. Este formulario debe usarse solo si desea excluirse del Acuerdo.

Si decide excluirse del Acuerdo: (1) no recibirá ningún pago bajo el Acuerdo (excepto en lo que respecta a la Reclamación PAGA, si corresponde); (2) no podrá objetar al Acuerdo; y (3) no estará sujeto al acuerdo colectivo ni a la liberación colectiva si finalmente es aprobado por el Tribunal.

Para ser excluido del Acuerdo, debe completar este Formulario de Solicitud de Exclusión y enviarlo por correo al Administrador del Acuerdo a la dirección que se indica a continuación, con matasellos no posterior a 16 de diciembre de 2024.

***Rodriguez, et al. v. Roy Miller Painting, Inc.,
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781***

Solicitud de Exclusión

Por la presente certifico que soy o fui empleado por el Demandado como empleado por hora no exento en California por algún período de tiempo entre el 20 de marzo de 2019 y el 1 de mayo de 2023.

He recibido el Aviso del Acuerdo Colectivo (“Aviso”) en la Acción, y solicito ser excluido del Acuerdo. Entiendo que, al enviar este Formulario de Solicitud de Exclusión, no estaré sujeto al acuerdo colectivo, incluidas las Reclamaciones Colectivas Liberadas, como se describe en el Aviso y en el Acuerdo del Acuerdo en los archivos del Tribunal, y no recibiré un pago del acuerdo colectivo. Entiendo que no puedo excluirme del Pago del Acuerdo PAGA y que aún recibiré una parte prorrateada del Monto del Acuerdo PAGA y estaré sujeto a las Reclamaciones PAGA Liberadas, independientemente de si me excluyo o no del Pago del Acuerdo Colectivo.

Nombre Completo: _____

Dirección: _____

Ciudad, Estado, Código Postal: _____

Número de Teléfono: (____) _____

Últimos cuatro dígitos de su SSN: _____

Firma del Miembro de la Clase (o Representante Legal): _____

Fecha: _____

OBJECTION FORM

Superior Court of California for the County of Orange

Rodriguez, et al. v. Roy Miller Painting, Inc., Case No. 30-2023-01314830-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you do not wish to object to the Class Settlement, you should NOT fill out this form. You do not need to take any action.

If you wish to object to the Class Settlement, you must write your name, address, and last four digits of your Social Security number, sign on the following page, and return this form by mail or delivery to the Settlement Administrator, at the following mailing address, postmarked or delivered on or before December 16, 2024.

ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781

I wish to object to the Class Settlement on the following grounds:

[illegible]

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

Tribunal Superior de California para el Condado de Orange
Rodriguez, et al. v. Roy Miller Painting, Inc., Caso No. 30-2023-01314830-CU-OE-CXC

Si no desea objetar al Acuerdo Colectivo, NO debe completar este formulario. No necesita tomar ninguna acción.

ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781

[illegible]

Nombre Completo: _____

Dirección: _____

Ciudad, Estado, Código Postal: _____

Número de Teléfono: (____ __ __) ____ - ____ - ____ - ____ - ____

Últimos cuatro dígitos de su SSN: _____

Firma del Miembro de la Clase (o Representante Legal)): _____

Fecha: _____

AVISO DE PROPUESTA DE ACUERDO DE ACCIÓN COLECTIVA Y REPRESENTATIVA PAGA

Rodriguez, et al. v. Roy Miller Painting, Inc.
Tribunal Superior del Condado de Orange Caso No. 30-2023-01314830-CU-OE-CXC

Un tribunal autorizó este Aviso. Esto no es una solicitud de un abogado. No se le está demandando.

SI USTED ES O FUE UN EMPLEADO NO EXENTO DE ROY MILLER PAINTING, INC. (“DEMANDADO” o “RMP”) QUE TRABAJÓ EN CALIFORNIA EN CUALQUIER MOMENTO ENTRE EL 20 DE MARZO DE 2019 Y EL 1 DE MAYO DE 2023 (EL “PERÍODO DE LA CLASE”), ESTA PROPUESTA DE ACUERDO DE ACCIÓN COLECTIVA Y REPRESENTATIVA PAGA PUEDE AFECTAR SUS DERECHOS.

Propósito de este Aviso

Se ha alcanzado un acuerdo propuesto (el “Acuerdo”) en una demanda de acción colectiva y representativa PAGA presentada por los Demandantes Isabel Rodriguez y Daniel Tovar (“Demandantes”) contra el *Demandado Roy Miller Painting, Inc., titulada Rodriguez, et al. v. Roy Miller Painting, Inc.*, Tribunal Superior del Condado de Orange Caso No. 30-2023-01314830-CU-OE-CXC (la “Acción”). El propósito de este Aviso de Propuesta de Acuerdo de Acción Colectiva y Representativa de la Ley de Abogados Privados de 2004 (“PAGA”) (“Aviso”) es describir brevemente la Acción e informarle sobre sus derechos y opciones en relación con la Acción y el Acuerdo propuesto.

Usted está recibiendo este aviso porque los registros de RMP indican que trabajó para RMP como empleado no exento en California en algún momento entre el 20 de marzo de 2019 y el 1 de mayo de 2023 (“Período de la Clase”). Esto significa que usted es un posible Miembro de la Clase y tiene derecho a conocer el Acuerdo propuesto.

Además, también es un Empleado PAGA si actualmente o anteriormente estuvo empleado como empleado no exento de RMP que trabajó para RMP dentro de California en cualquier momento durante el período del 20 de marzo de 2022 al 1 de mayo de 2023 (“Período PAGA”).

Este Aviso le informa sobre sus opciones bajo este acuerdo, que incluyen cómo puede participar en este acuerdo y recibir su parte de los ingresos del acuerdo, cómo puede excluirse del acuerdo o cómo puede objetar al acuerdo.

¿De qué se trata el caso?

El 20 de marzo de 2023, los Demandantes Isabel Rodriguez y Daniel Tovar (“Demandantes”) presentaron una Acción Colectiva presunta. El 25 de mayo de 2023, los Demandantes presentaron una Primera Demanda Enmendada alegando las siguientes reclamaciones contra el Demandado: (1) no pagó todos los salarios; (2) no proporcionó períodos de comida; (3) no autorizó ni permitió períodos de descanso; (4) no pagó todos los salarios a tiempo al finalizar la relación laboral; (5) no proporcionó declaraciones de salarios precisas y detalladas; (6) no indemnizó los gastos necesarios de negocios; (7) violó la Ley de Competencia Desleal de California, Código de Negocios y Profesiones de California § 17200 y *et seq.*; y (8) violó las disposiciones del Código Laboral que dan lugar a sanciones civiles bajo la Ley de Abogados Privados de 2004 [Código Lab. § 2699 y *et seq.*] (“PAGA”).

PAGA permite a los empleados presentar una acción representativa en nombre de ellos mismos, otros empleados actuales y anteriores, y el Estado de California para buscar la recuperación de sanciones civiles por supuestas violaciones del Código Laboral.

La Acción busca salarios no pagados para una clase de todos los empleados no exentos actuales y anteriores de RMP que trabajaron en California en cualquier momento durante el Período de la Clase (la “Clase” o “Miembros de la Clase”). La Acción también busca sanciones bajo PAGA para todos los empleados no exentos actuales y anteriores de RMP que trabajaron en California en cualquier momento durante el Período PAGA (“Empleados PAGA”).

El Demandado niega todas y cada una de las acusaciones en la Acción, niega cualquier responsabilidad o infracción de cualquier tipo, y cree que trató, y continúa tratando, a sus empleados de manera justa y en total cumplimiento de la ley.

TUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:	
NO HACER NADA – RECIBIR DINERO	Si no haces nada, serás considerado un “Miembro de la Clase del Acuerdo” en el Acuerdo y recibirás tu parte individual del acuerdo si el Tribunal finalmente aprueba el Acuerdo. También renunciarás a los derechos de presentar las Reclamaciones Liberadas contra el Demandado, como se explica más detalladamente a continuación.

EXCLUIRTE DEL ACUERDO. FECHA LÍMITE PARA EXCLUIRTE: 16 DE DICIEMBRE DE 2024	Tienes la opción de excluirte del Acuerdo Colectivo. Si decides hacerlo, debes enviar por correo al Administrador, por escrito, un Formulario de Solicitud de Exclusión completo. Si te excluyes, NO recibirás ningún pago bajo el Acuerdo (a excepción de la Reclamación PAGA, si corresponde). Los Formularios de Solicitud de Exclusión deben ser presentados antes de 16 de diciembre de 2024.
OBJETAR AL ACUERDO. FECHA LÍMITE PARA PRESENTAR OBJECIONES POR ESCRITO: 16 DE DICIEMBRE DE 2024	Para objetar al Acuerdo, debes enviar por correo una explicación escrita de por qué no estás de acuerdo con el Acuerdo al Administrador del Acuerdo completando y presentando el Formulario de Objeción, presentarte en la Audiencia de Aprobación Final, o contratar a un abogado a tu costo para que objete por ti. Esta opción está disponible solo si no te excluyes del Acuerdo. <u>No</u> envíes un Formulario de Solicitud de Exclusión si deseas objetar. Las objeciones escritas deben ser presentadas antes de 16 de diciembre de 2024.

¿Cuáles son los términos del Acuerdo?

Sujeto a la aprobación final del Tribunal, el Demandado pagará un monto total máximo bajo el Acuerdo de \$181,000.00 (el “Monto Bruto del Acuerdo”) para: (a) Pagos Individuales del Acuerdo a los Miembros de la Clase del Acuerdo; (b) los Pagos de Servicio a los Demandantes (\$5,000.00 que se solicitarán para cada Demandante, totalizando \$10,000.00); (c) honorarios de abogados (no superiores al 33 y 1/3% del Monto Bruto del Acuerdo, \$60,333.33) y costos de litigio al Abogado de la Clase (no superiores a \$22,000) (“Honorarios y Costos del Abogado de la Clase”); (d) la cantidad de \$15,000.00 asignada a sanciones civiles bajo PAGA (la “Asignación PAGA”), de la cual se pagará el 75% al LWDA (es decir, \$11,250.00 “Pago de Sanción PAGA”) y el 25% restante (es decir, \$3,750.00) se distribuirá a los Empleados PAGA (los “Pagos del Acuerdo PAGA”); y (e) el pago al Administrador del Acuerdo por los servicios de administración del acuerdo (estimado en no más de \$6,500) (“Gastos Administrativos”).

El “Monto Neto del Acuerdo” se calculará deduciendo del Monto Bruto del Acuerdo los Honorarios y Costos del Abogado de la Clase, los Pagos de Servicio a los Demandantes, el Pago de Sanción PAGA y los Gastos Administrativos. Los Pagos del Acuerdo a la Clase y los Pagos del Acuerdo PAGA (definidos a continuación) se pagarán del Monto Neto del Acuerdo.

Los Miembros de la Clase que no soliciten la exclusión del Acuerdo de manera oportuna y adecuada (los “Miembros de la Clase del Acuerdo”) recibirán una parte prorrateada del Monto Neto del Acuerdo, menos los Pagos del Acuerdo PAGA que totalizan \$3,750.00, basada en el número total de semanas trabajadas por el Miembro de la Clase del Acuerdo durante el Período de la Clase (el “Pago del Acuerdo de la Clase”). La porción del Monto Neto del Acuerdo pagada a un Miembro de la Clase del Acuerdo = Monto Neto del Acuerdo (menos \$3,750.00 reservados para todos los Pagos del Acuerdo PAGA) × (las semanas trabajadas por un Miembro de la Clase del Acuerdo ÷ las semanas trabajadas por todos los Miembros de la Clase del Acuerdo).

Los Empleados PAGA recibirán una parte prorrateada de los \$3,750.00 del Acuerdo PAGA asignados a los Empleados PAGA (el “Pago del Acuerdo PAGA”) basada en el número total de periodos de pago trabajados por cada Empleado PAGA durante el Período PAGA, independientemente de si solicitan la exclusión del Acuerdo. La porción del Pago del Acuerdo PAGA pagada a un Empleado PAGA = \$3,750.00 × los periodos de pago trabajados por un Empleado PAGA (durante el Período PAGA) ÷ los periodos de pago trabajados por todos los Empleados PAGA (durante el Período PAGA).

El pago total a un individuo, incluyendo su Pago del Acuerdo de la Clase y su Pago del Acuerdo PAGA, es su “Pago Individual del Acuerdo”. Tu Pago Individual del Acuerdo estimado es \$«**Total_Est_Payment**», que incluye tu pago del acuerdo de la Clase en la cantidad estimada de \$«**Est_Individual_Settlement_Payment**» y tu pago del acuerdo PAGA en la cantidad estimada de \$«**Est_Individual_PAGA_Payment**». Esto es solo una estimación. Tu parte final será determinada por el Administrador del Acuerdo.

Las estimaciones anteriores se basan en los registros del Demandado que muestran que trabajaste «Class_Work_Weeks» semanas laborales durante el Período de la Clase y trabajaste «PAGA_Pay_Periods» periodos de pago durante el Período PAGA. Puedes intentar impugnar el número de tus semanas laborales. Dichas impugnaciones deben: (i) ser por escrito; (ii) indicar tu nombre completo; (iii) incluir una declaración de que estás buscando impugnar tu Pago Individual de Liquidación estimado establecido en este Aviso de Clase; (iv) indicar el número de semanas laborales que crees haber trabajado durante el Período de la Clase; y (v) ser enviadas por correo al Administrador de la Liquidación con una fecha de matasellos en o antes de 16 de diciembre de 2024 (la “Fecha Límite de Respuesta”)

a:

ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781

Debes presentar pruebas documentales que respalden tu afirmación. El Administrador de la Liquidación evaluará las pruebas presentadas y tomará una decisión inicial sobre qué cifras deben aplicarse. Las partes presentarán al tribunal todas las Disputas de Semanas Laborales

presentadas por los Miembros de la Clase junto con las pruebas presentadas por los Miembros de la Clase, y la decisión tomada basada en esas pruebas. Aunque el Administrador de la Liquidación puede tomar la decisión inicial respecto a las Disputas de Semanas Laborales, el tribunal puede revisar cualquier decisión tomada por el Administrador de la Liquidación respecto a las Disputas de Semanas Laborales.

Para fines de declaración de impuestos, los pagos a los Miembros de la Clase se asignarán en un 20% como salarios, 40% como sanciones y 40% como intereses. Todos los Pagos de Liquidación PAGA se asignarán como 100% sanciones. La parte salarial de los Pagos Individuales de Liquidación estará sujeta a la retención de los impuestos locales, estatales y federales aplicables, y el Administrador de la Liquidación deducirá los impuestos aplicables del lado del empleado de la parte salarial de los Pagos Individuales de Liquidación. La parte de los Pagos Individuales de Liquidación asignada como sanciones civiles e intereses se clasificará como otros ingresos misceláneos y se informará en el Formulario 1099-MISC del IRS si lo requieren las leyes fiscales aplicables. Cualquier impuesto adeudado sobre esos otros ingresos misceláneos será responsabilidad de los Miembros de la Clase que reciban esos pagos. La parte del empleador de cualquier impuesto sobre la nómina será pagada por separado por el Demandado.

Todos los cheques para los Pagos Individuales de Liquidación pagados a los Miembros de la Clase seguirán siendo válidos y negociables durante ciento ochenta (180) días desde la fecha de emisión de los cheques y, posteriormente, se invalidarán automáticamente si no son reclamados o negociados por un Miembro de la Clase dentro de ese tiempo. Cualquier Pago Individual de Liquidación que no sea reclamado o negociado por un Miembro de la Clase dentro de los ciento ochenta (180) días de la emisión se transmitirá a la Oficina del Controlador del Estado de California para ser retenido como propiedad no reclamada a nombre de cada destinatario del cheque que sea el beneficiario del cheque. Incluso si el Pago Individual de Liquidación no se cobra, reclama o negocia por el Miembro de la Clase dentro de los ciento ochenta (180) días desde la fecha de emisión de los cheques, el Miembro de la Clase de Liquidación seguirá estando obligado por las Reclamaciones Liberadas de la Clase, a menos que el Miembro de la Clase haya presentado un Formulario de Solicitud de Exclusión válido y oportuno.

La "Fecha Efectiva" de la Liquidación será la última en ocurrir de lo siguiente: (a) el sexagésimo primer (61º) día después de la notificación de la orden judicial que otorga la aprobación final de la liquidación; o (b) si se busca una apelación, revisión o recurso de la orden, el día después de que la orden sea confirmada o la apelación, revisión o recurso sea desestimado o denegado, y la orden ya no esté sujeta a revisión judicial adicional. El Demandado financiará el Monto Bruto de la Liquidación dentro de los cinco (5) días posteriores a la Fecha Efectiva o antes del 15 de mayo de 2025, lo que ocurra más tarde. El Administrador de la Liquidación enviará los cheques a más tardar catorce (14) días calendario después de recibir el Monto Bruto de la Liquidación del Demandado.

POR FAVOR, TEN PACIENCIA Y ACTUALIZA AL ADMINISTRADOR DE LA LIQUIDACIÓN CON TU NUEVA DIRECCIÓN SI TE MUDAS DESPUÉS DE RECIBIR ESTE AVISO O SI RECIBISTE ESTE AVISO COMO CORREO REENVIADO.

Ninguna de las Partes ni sus abogados hacen representaciones sobre las consecuencias fiscales de esta Liquidación o tu participación en ella. Los Miembros de la Clase deben consultar con sus propios asesores fiscales sobre las consecuencias fiscales de la Liquidación. Los Abogados de la Clase no pueden ofrecer asesoramiento sobre las consecuencias fiscales estatales o federales de los pagos a cualquier Miembro de la Clase.

¿Qué reclamaciones se liberan con la liquidación propuesta?

Reclamaciones de Clase Liberadas. Aquellos Miembros de la Clase que no presenten un Formulario de Solicitud de Exclusión válido y oportuno al Administrador de la Liquidación (es decir, Miembros de la Clase de Liquidación), y sus sucesores, cesionarios y/o agentes, tras el pago completo del Monto Bruto de la Liquidación, liberarán y descargarán completa y finalmente al Demandado y a cada uno de sus agentes, empleados, servidores, oficiales, directores, socios, fideicomisarios, representantes, accionistas, abogados, padres, subsidiarias, patrocinadores de capital, compañías/ corporaciones relacionadas y/o sociedades, divisiones, cesionarios, predecesores, sucesores, aseguradoras, consultores, coempresarios, empleadores conjuntos, afiliados, alter-egos y organizaciones afiliadas, y a todos sus respectivos empleados, directores, oficiales, agentes, abogados, accionistas, fiduciarios, padres, subsidiarias, y cesionarios pasados, presentes y futuros, y cada uno de ellos ("Partes Liberadas") de las Reclamaciones de Clase Liberadas.

Las Reclamaciones de Clase Liberadas se definen como todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, acciones o causas de acción alegadas o afirmadas en la Primera Demanda Enmendada en la Acción, o que podrían haberse alegado o afirmado basándose en los hechos alegados en la Primera Demanda Enmendada, incluyendo pero no limitándose a reclamaciones estatales y/o federales de salario y hora (incluyendo todas las reclamaciones bajo el Código Laboral de California y las Órdenes de la Comisión de Bienestar Industrial), no pagar todos los salarios debidos, incluyendo salarios mínimos, compensación por tiempo trabajado, compensación por tiempo extra, compensación por tiempo doble, compensación por tiempo de reporte y intereses; el cálculo de la tasa regular de pago; no proporcionar períodos de comida y/o descanso; no pagar las sanciones adecuadas por los períodos de comida y/o descanso a la tasa de pago adecuada; pago por todas las horas trabajadas, incluyendo trabajo fuera del reloj; salarios

relacionados con el redondeo ilegal alegado; no proporcionar declaraciones de salario precisas; no reembolsar gastos comerciales; no pagar todos los salarios a tiempo durante el empleo; no pagar todos los salarios debidos al finalizar el empleo; no mantener registros precisos, incluyendo registros de nómina; prácticas comerciales injustas; alivio declaratorio; intereses; sanciones, incluyendo pero no limitándose a sanciones por mantenimiento de registros, sanciones por declaraciones de salario, sanciones por salario mínimo y sanciones por tiempo de espera; y honorarios y costos de abogados, retenciones de salarios. En la medida que no se haya mencionado anteriormente, las Reclamaciones de Clase Liberadas incluyen expresamente todas las reclamaciones bajo el Código Laboral de California (incluyendo, pero no limitándose a los artículos del Código Laboral §§ 200-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802); sanciones bajo las secciones del Acta de Abogados Privados de California 2698, *et seq.*; violaciones de la Ley de Competencia Desleal de California (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); las Órdenes de la Comisión de Bienestar Industrial de California. Esta liberación excluye la liberación de reclamaciones no permitidas por la ley.

Reclamaciones de PAGA Liberadas. Además, tras el pago total del Monto Bruto del Acuerdo, los Demandantes y todos y cada uno de los Empleados PAGA, en nombre de sí mismos y sus herederos, sucesores, cesionarios y/o agentes, y cada uno de ellos, liberan y exoneran total y finalmente a las Partes Liberadas, y a cada uno de ellos, de cualquier y todas las sanciones civiles recuperables bajo la Ley de Abogados Generales Privados del Código Laboral de California de 2004 (Código Laboral de California § 2698, y ss.) basadas en los hechos y alegaciones expuestas en la Demanda y/o la carta de notificación de LWDA adjunta al Acuerdo de Conciliación como "Exhibición A" ("Reclamos PAGA Liberados"), que incluye las alegaciones de los Demandantes de que el Demandado no pagó todos los salarios debidos por todas las horas trabajadas, no pagó salarios mínimos, no pagó salarios por tiempo ordinario, no pagó todos los salarios por horas extras y dobles, no pagó oportunamente todos los salarios durante el empleo, requirió a los empleados trabajar fuera del reloj, no mantuvo registros precisos de las horas trabajadas, no proporcionó periodos de comida, no autorizó ni permitió periodos de descanso, no pagó primas por periodos de comida, no pagó primas por periodos de descanso, no indemnizó gastos de negocio, no pagó oportunamente todos los salarios al término del empleo, no proporcionó recibos de sueldo precisos y detallados, y, en la medida en que no esté ya cubierto, las alegaciones de los Demandantes por sanciones civiles recuperables bajo la PAGA según las Secciones 210, 226.3,

558, 1174.5, 1197.1, 2802, y 2699 del Código Laboral de California, por presuntas violaciones de las Secciones 201-203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198, 2802 del Código Laboral de California y las Órdenes de Salario aplicables de la Comisión Industrial de Bienestar. El fallo final emitido conforme a este acuerdo vinculará a todos aquellos que serían vinculados por un fallo si la acción hubiera sido presentada por la LWDA, incluidos los Demandantes, la LWDA y todos los Empleados PAGA, con respecto a la recuperación de sanciones civiles bajo la Ley de Abogados Generales Privados de California, Código Laboral de California § 2698, y ss., únicamente, contra las Partes Liberadas. Véase *Arias v. Superior Court* (2009) 46 Cal.4th 986. El período de tiempo de los Reclamos PAGA Liberados será el Período PAGA.

¿Cuáles son mis opciones en este asunto?

Tienes dos opciones bajo este Acuerdo, cada una de las cuales se discute a continuación. Puedes: (A) permanecer en la Clase y recibir un Pago Individual del Acuerdo; o (B) excluirte del Acuerdo. Si eliges la opción (A), también puedes objetar al Acuerdo, como se explica a continuación.

OPCIÓN A. Permanecer en la Clase. Si deseas permanecer en la Clase y ser elegible para recibir un Pago Individual del Acuerdo, **no necesitas tomar ninguna acción.** Al permanecer en la Clase y recibir dinero del acuerdo para resolver tus reclamos de clase, consientes a la liberación de los Reclamos de Clase Liberados como se describe anteriormente. Si eres un Empleado PAGA, serás automáticamente incluido y se te emitirá tu Pago del Acuerdo PAGA. Esto significa que liberarás los Reclamos PAGA Liberados.

Cualquier cantidad pagada a los Miembros de la Clase del Acuerdo no contará ni se contará para la determinación de elegibilidad para, o cálculo de, cualquier beneficio para empleados (por ejemplo, vacaciones, pago de días festivos, planes de jubilación, planes de compensación diferida no calificados, etc.), ni modificará de otro modo cualquier criterio de elegibilidad bajo cualquier plan de beneficios de pensión para empleados o plan de bienestar para empleados patrocinado por el Demandado, a menos que la ley lo requiera de otra manera.

Objeción al Acuerdo: Si eres un Miembro de la Clase, y no solicitas exclusión del acuerdo, puedes objetar al acuerdo antes de la aprobación final del acuerdo por parte de la Corte enviando una objeción por escrito o presentando tu objeción en la Audiencia de Aprobación Final.

Para presentar una objeción al Acuerdo, un Miembro de la Clase del Acuerdo debe enviar un Formulario de Objeción al Administrador del Acuerdo por correo de primera clase de EE.UU. a la dirección especificada en el Aviso en el Formulario de Objeción a más tardar de 16 de diciembre de 2024. Si eliges no enviar una objeción por escrito utilizando el Formulario de Objeción, la objeción por escrito debe incluir: (1) tu nombre completo, dirección y los últimos cuatro dígitos de tu número de Seguro Social; (2) tu firma; (3) el caso y

número (*Rodriguez, et al. v. Roy Miller Painting, Inc.*, Tribunal Superior del Condado de Orange Caso No. 30-2023-01314830-CU-OE-CXC); y (4) estar matasellado en o antes de 16 de diciembre de 2024 y enviado al Administrador del Acuerdo a la dirección listada arriba. Cualquier Miembro de la Clase que no presente sus objeciones por escrito a tiempo de la manera especificada anteriormente aún puede aparecer y objetar en la Audiencia de Aprobación Final. **Incluso si presentas una objeción, estarás obligado por los términos del Acuerdo, incluyendo la liberación de Reclamos Liberados como se establece arriba, a menos que el Acuerdo no sea aprobado finalmente por la Corte.**

Independientemente de la forma, una objeción por sí sola no satisfará el requisito de que un Miembro de la Clase debe intervenir formalmente y convertirse en una parte del registro en la acción para apelar un Fallo emitido tras una Orden que apruebe finalmente este Acuerdo, como se requiere bajo la decisión de la Corte Suprema de California en *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPCIÓN B. Solicitar ser Excluido de la Clase y No Recibir Dinero de la Porción de la Acción de Clase del Acuerdo (Los Empleados PAGA Aún Recibirán Su Parte del Pago para Empleados PAGA). No puedes buscar exclusión de la porción PAGA de este Acuerdo. Sin embargo, si no deseas ser parte del Acuerdo de Clase, debes completar y devolver el Formulario de Solicitud de Exclusión incluido al Administrador del Acuerdo. Para que sea válido, tu Formulario de Solicitud de Exclusión debe estar firmado, fechado e incluir los últimos cuatro dígitos de tu número de seguro social (para confirmar tu identidad y asegurarse de que solo las personas que solicitan exclusión sean eliminadas del acuerdo).

El Formulario de Solicitud de Exclusión (para eliminarte del Acuerdo de Clase) debe estar matasellado en o antes de 16 de diciembre de 2024. Si no envías un Formulario de Solicitud de Exclusión a tiempo (como lo evidencia el matasello), tu solicitud de exclusión del Acuerdo será rechazada, se te considerará un Miembro de la Clase del Acuerdo y estarás obligado por la liberación de Reclamos Liberados como se describe anteriormente y todos los demás términos del Acuerdo. Si envías un Formulario de Solicitud de Exclusión antes de la fecha límite para solicitar la exclusión, no se te emitirá un Pago Individual del Acuerdo, no estarás obligado por el Acuerdo de Clase (y la liberación de Reclamos de Clase Liberados), y no tendrás ningún derecho a objetar, apelar o comentar sobre el Acuerdo de Clase. Los Empleados PAGA no pueden optar por no participar ni excluirse del Pago del Acuerdo PAGA y aún se les emitirá un Pago del Acuerdo PAGA y estarán obligados por los Reclamos PAGA Liberados, independientemente de si envían un Formulario de Solicitud de Exclusión e independientemente de si cobran su Pago Individual del Acuerdo.

IMPORTANTE: NO ENVÍES UN FORMULARIO DE SOLICITUD DE EXCLUSIÓN SI DESEAS SER INCLUIDO EN EL ACUERDO DE CLASE Y RECIBIR TU PARTE DEL DINERO DISPONIBLE PARA TI COMO PARTE DEL ACUERDO.

¿Cuál es el siguiente paso en la aprobación del Acuerdo?

La Corte celebrará una Audiencia de Aprobación Final el 20 de febrero de 2025 a las 14:00 horas, en el Departamento CX104 del Tribunal Superior del Condado de Orange, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. Como se describe anteriormente, si deseas asistir a la Audiencia de Aprobación Final de forma remota, puedes hacerlo a través del proceso de registro en línea del tribunal disponible en el sitio web del tribunal en <https://www.occourts.org/media-relations/civil.html>. Si deseas asistir a la Audiencia de Aprobación Final en persona, puedes hacerlo en el Tribunal Superior del Condado de Orange, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. La Audiencia de Aprobación Final puede ser continuada sin más aviso a los Miembros de la Clase. No estás obligado a asistir a la Audiencia de Aprobación Final para recibir un Pago Individual del Acuerdo.

Si la Corte otorga la Aprobación Final del Acuerdo, la Orden que otorga la Aprobación Final y emitiendo un Fallo, la Primera Demanda Enmendada, la carta de notificación a la LWDA, el Acuerdo de Conciliación y este Aviso se publicarán en un sitio web por el Administrador del Acuerdo durante un período de al menos 180 días después de la entrada de esa Orden en el registro de la Corte. Ese sitio web es: www.ilymgroup.com/roymillerpainting.

¿Quiénes son los abogados que representan a las Partes?

Los abogados que representan a las Partes en la Acción son:

Abogados de la Clase

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N. Brand Blvd., Suite 285

Glendale, California 91203

Teléfono: (323) 410-5050

Abogados del Demandado

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**SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP**

650 Town Center Drive, 10th Floor

Costa Mesa, California 92626-1993

Teléfono: 714-513-5100

Fax: 714-513-5130

¿Cómo puedo obtener información adicional?

Este Aviso resume la Acción y los términos básicos del Acuerdo. Más detalles se encuentran en la Estipulación Conjunta de Liquidación de la Acción Representativa de Clase y PAGA adjunta a la Declaración de Lilit Tunyan en Apoyo de la Moción de Aprobación Preliminar de los Demandantes. La Estipulación Conjunta de Liquidación de la Acción Representativa de Clase y PAGA y todos los demás registros relacionados con la Acción están disponibles para inspección y/o copia en la Oficina de Registros Civiles del Tribunal Superior del Condado de Orange. También puedes ver los documentos presentados en este caso en el sitio web del Tribunal en: <https://ocjustice.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>. Es posible que necesites el número de caso para acceder y ver los documentos del caso (30-2023-01314830-CU-OE-CXC). NOTA: Si decides acceder a los documentos en línea, el Tribunal te cobrará una tarifa por el acceso.

POR FAVOR, NO CONTACTES AL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Rodriguez, et al. v. Roy Miller Painting, Inc.
Orange County Superior Court Case No. 30-2023-01314830-CU-OE-CXC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF ROY MILLER PAINTING, INC. (“DEFENDANT” or “RMP”) WHO WORKED IN CALIFORNIA AT ANY TIME BETWEEN MARCH 20, 2019 AND MAY 1, 2023 (THE “CLASS PERIOD”), THIS PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Purpose of this Notice

A proposed settlement (the “Settlement”) has been reached in a proposed class and PAGA action lawsuit brought by Plaintiffs Isabel Rodriguez and Daniel Tovar (“Plaintiffs”) against Defendant Roy Miller Painting, Inc. entitled *Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange Superior Court Case No. 30-2023-01314830-CU-OE-CXC (the “Action”). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement.

You are receiving this notice because RMP’s records indicate that you worked for RMP as a non-exempt employee in California for some time between March 20, 2019 and May 1, 2023 (“Class Period”). This means you are a potential Class Member, and you have a right to know about the proposed Settlement.

In addition, you are also a PAGA Employee if you are currently or were formerly employed as a non-exempt employee of RMP who worked for RMP within California at any time during the period from March 20, 2022 to May 1, 2023 (“PAGA Period”).

This Notice advises you of your options under this settlement, which include how you can participate in this settlement and receive your share of the settlement proceeds, how you can exclude yourself from the settlement, or how you can object to the settlement.

What is the case about?

On March 20, 2023, Plaintiffs Isabel Rodriguez and Daniel Tovar (“Plaintiffs”) filed a putative Class Action. On May 25, 2023, Plaintiffs filed a First Amended Complaint alleging the following claims against Defendant: (1) failed to pay all wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to timely pay all wages at termination; (5) failed to furnish accurate itemized wage statements; (6) failure to indemnify necessary business expenses; (7) violated California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*; and (8) violated provisions of the Labor Code giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*] (“PAGA”).

PAGA allows employees to file a representative action on behalf of themselves, other current and former employees, and the State of California to seek recovery of civil penalties for alleged Labor Code violations.

The Action seeks unpaid wages for a class of all current and former non-exempt employees of RMP who worked in California at any time during the Class Period (the “Class” or “Class Members”). The Action also seeks penalties under PAGA for all current and former non-exempt employees of RMP who worked in California at any time during the PAGA Period (“PAGA Employees”).

Defendant denies each and every allegation in the Action, denies any liability or wrongdoing of any kind, and believes that it treated, and continues to treat, its employees fairly and in full compliance with the law.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive your individual settlement share under the Settlement if the Court finally approves the Settlement. You will also give up rights to assert the Released Claims against Defendant as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: DECEMBER 16, 2024	You have the option to exclude yourself from the Class Settlement. If you choose to do so, you must mail to the Administrator, in writing, a completed Request for Exclusion Form. If you exclude yourself, you will NOT receive any payment under the Settlement (other than based on the PAGA Claim, if applicable). Request for Exclusion Forms must be submitted by December 16, 2024.

OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT <i>WRITTEN</i> OBJECTIONS: DECEMBER 16, 2024	To object to the Settlement, you must either mail a written explanation of why you do not agree with the Settlement to the Settlement Administrator by completing and submitting the Objection Form, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request for Exclusion Form if you wish to object. <i>Written</i> objections must be submitted by DECEMBER 16, 2024.
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What are the Settlement terms?

Subject to final Court approval, Defendant will pay a maximum total payment under the Settlement of \$181,000.00 (the “Gross Settlement Amount”) for: (a) individual Settlement Class Payments to Settlement Class Members; (b) the Service Payments to Plaintiffs (\$5,000.00 to be requested for each Plaintiff, totaling \$10,000.00); (c) attorneys’ fees (not to exceed 33 and 1/3% of the Gross Settlement Amount, \$60,333.33) and litigation costs to Class Counsel (not to exceed \$22,000) (“Class Counsel’s Fees and Costs”); (d) the amount of \$15,000.00 allocated toward civil penalties under the PAGA (the “PAGA Allocation”), of which the LWDA will be paid 75% (i.e. \$11,250.00 (“PAGA Penalty Payment”) and the remaining 25% (i.e. \$3,750.00) will be distributed to PAGA Employees (the “PAGA Settlement Payments”); and (e) payment to the Settlement Administrator for settlement administration services (estimated to be no more than \$6,500) (“Administrative Expenses”).

The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement Amount the Class Counsel’s Fees and Costs, the Service Payments to Plaintiffs, the PAGA Penalty Payment, and the Administrative Expenses. Settlement Class Payments and PAGA Settlement Payments (defined below) will be paid from the Net Settlement Amount.

Class Members who do not timely and properly request to be excluded from the Settlement (the “Settlement Class Members”) will receive a pro-rata share of the Net Settlement Amount, less the PAGA Settlement Payments totaling \$3,750.00, based upon the total number of workweeks employed by the Settlement Class Member during the Class Period (the “Settlement Class Payment”). The portion of the Net Settlement Amount paid to a Settlement Class Member = Net Settlement Amount (minus \$3,750.00 set aside for all PAGA Settlement Payment) × (the work weeks worked by a Settlement Class Member ÷ the work weeks worked by all Settlement Class Members).

PAGA Employees will receive a pro-rata share of the \$3,750.00 from the PAGA Settlement allocated to PAGA Employees (the “PAGA Settlement Payment”) based upon the total number of pay periods worked by each PAGA Employee during the PAGA Period, regardless of whether they request exclusion from the Settlement. The portion of the PAGA Settlement Payment paid to a PAGA Employee = \$3,750.00 × the pay periods worked by a PAGA Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees (during the PAGA Period).

The total payment to an individual, including their Settlement Class Payment and PAGA Settlement Payment, is their “Individual Settlement Payment”. Your estimated Individual Settlement Payment is \$«**Total_Est_Payment**», which includes your payment from the Class settlement in the estimated amount of \$«**Est_Individual_Settlement_Payment**» and your payment from the PAGA settlement in the estimated amount of \$«**Est_Individual_PAGA_Payment**». This is just an estimate. Your final share will be determined by the Settlement Administrator.

The above estimates are based on Defendant’s records showing you worked «**Class_Work_Weeks**» Workweeks during the Class Period and worked «**PAGA_Pay_Periods**» Pay Periods during the PAGA Period. You may seek to dispute the number of your workweeks. Such challenges must: (i) be in writing; (ii) state your full name; (iii) include a statement that you are seeking to challenge your estimated Individual Settlement Payment set forth in this Class Notice; (iv) state the number of work weeks you believe you have worked during the Class Period; and (v) be mailed to the Settlement Administrator with a postmark date on or before **DECEMBER 16, 2024** (the “Response Deadline”) at:

ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781

You must produce documentary evidence supporting your contention. The Settlement Administrator will evaluate the evidence submitted and make an initial decision as to which figures should be applied. The parties shall file with the court all Workweeks Disputes submitted by Class Members together with the evidence submitted by Class Members, and the decision made based on that evidence. Although the Settlement Administrator may make the initial decision regarding the Workweeks Disputes, the court may review any decision made by the Settlement Administrator regarding Workweeks Disputes.

For tax reporting purposes, the payments to Class Members will be allocated 20% as wages, 40% as penalties and 40% as interest. All PAGA Settlement Payments will be allocated as 100% penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable

employee-side payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendant.

All checks for Individual Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office to be held as unclaimed property in the name of each check recipient who is the payee of the check. Even if the Individual Settlement Payment is not cashed, claimed or negotiated by the Class Member within the one hundred eighty (180) days from the date of the checks' issuance, the Settlement Class Member shall remain bound by the Released Class Claims, unless the Class Member submitted a timely and valid Request for Exclusion Form.

The "Effective Date" of the Settlement will be the last to occur of the following: (a) the sixty-first (61st) day after service of notice of entry of the court order granting final approval of the settlement; or (b) if an appeal, review or writ is sought from the order, the day after the order is affirmed or the appeal, review or writ is dismissed or denied, and the order is no longer subject to further judicial review. Defendant will fund the Gross Settlement Amount within five (5) days after the Effective Date or by May 15, 2025, whichever date is later. The Settlement Administrator shall mail checks no later than fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendant.

PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

What claims are being released by the proposed Settlement?

Released Class Claims. Those Class Members who do not submit a timely and valid Request for Exclusion Form to the Settlement Administrator (i.e. Settlement Class Members), and their successors, assigns, and/or agents, upon full payment of Gross Settlement Amount, shall fully and finally release and discharge Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them ("Released Parties") from the Class Released Claims.

The Class Released Claims are defined as any and all claims, debts, liabilities, demands, actions, or causes of action pleaded or asserted in the First Amended Complaint in the Action, or that could have been pleaded or asserted based on the facts alleged in the First Amended Complaint, including but not limited to state and/or federal wage and hour claims (including all claims under the California Labor Code and Industrial Welfare Commission Wage Orders), failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay; payment for all hours worked, including off-the-clock work; wages related to alleged illegal rounding; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief; interest; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs, withholding from wages. To the extent not already mentioned above, the Class Released Claims expressly include all claims arising under the California Labor Code (including but not limited to Labor Code §§ 200-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802); penalties under the Private Attorneys General Act sections 2698, *et seq.*; violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); the Wage Orders of the California Industrial Welfare Commission. This release excludes the release of claims not permitted by law.

Released PAGA Claims. In addition, upon full payment of Gross Settlement Amount, Plaintiffs and each and all PAGA Employees, on behalf of themselves and their heirs, successors, assigns, and/or agents, and each of them, fully and finally release and discharge the Released Parties, and each of them, for any and all civil penalties recoverable under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code § 2698, *et seq.*) based on the facts and allegations pleaded in the Complaint and/or the LWDA notice letter attached to the Settlement Agreement as "Exhibit A" ("Released PAGA Claims"), which includes Plaintiffs' allegations that Defendant failed to pay all wages due for all hours worked, failed to pay minimum wages, failed to pay straight time

wages, failed to pay all overtime and double-time wages, failed to timely pay all wages during employment, required employees to work off-the-clock, failed to maintain accurate records of hours worked, failed to provide meal periods, failed to authorize and permit rest periods, failed to pay meal period premiums, failed to pay rest period premiums, failed to indemnify business expenses, failed to timely pay all wages upon termination of employment, failed to provide accurate, itemized wage statements, and, to the extent not already covered, Plaintiffs' allegations for civil penalties recoverable under the PAGA under California Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699, for alleged violations of California Labor Code Sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Orders. The final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiffs, the LWDA, and all PAGA Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. only, against the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986. The time frame of the Released PAGA Claims shall be the PAGA Period.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies to resolve your class claims, you consent to the release of the Class Released Claims as described above. If you are a PAGA Employee, you will automatically be included and issued your PAGA Settlement Payment. This means you will release the PAGA Released Claims.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you are a Class Member, and you do not request exclusion from the settlement, you may object to the settlement before final approval of the settlement by the Court by submitting a written objection or presenting your objection at the Final Approval Hearing.

To assert an objection to the Settlement, a Settlement Class Member must submit an Objection Form to the Settlement Administrator by first class U.S. mail at the address specified on the Notice in the Objection Form not later than December 16, 2024. If you choose not to submit a written objection using the Objection Form, the written objection must include: (1) your full name, address, and last four digits of your Social Security number; (2) your signature; (3) the case and number (*Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange County Superior Court Case No. 30-2023-01314830-CU-OE- CXC); ; and (4) be postmarked on or before **DECEMBER 16, 2024** and submitted to the Settlement Administrator at the address listed above. Any Class Member who fails to timely submit their written objections in the manner specified above may still appear and object at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection, alone will not satisfy the requirement that a Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must complete and return the included Request for Exclusion Form to the Settlement Administrator. In order to be valid, your Request for Exclusion form must be signed, dated, and include the last four digits of your social security number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

The Request for Exclusion Form (to remove you from the Class Settlement) must be postmarked on or before **DECEMBER 16, 2024**. If you do not submit a Request for Exclusion form on time (as evidenced by the postmark), your request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a Request for Exclusion Form by the deadline to request exclusion, you will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims), and will not have any right to object to, appeal, or comment on the Class Settlement. PAGA Employees cannot opt out or exclude themselves from the PAGA Settlement Payment and will still be issued a PAGA Settlement Payment and be bound by the Released

PAGA Claims, irrespective of whether they submit a Request for Exclusion Form and irrespective of whether they cash their Individual Settlement Payment.

IMPORTANT: DO NOT SUBMIT A REQUEST FOR EXCLUSION FORM IF YOU WISH TO BE INCLUDED IN THE CLASS SETTLEMENT AND RECEIVE YOUR SHARE OF THE MONEY AVAILABLE TO YOU AS PART OF THE SETTLEMENT.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing on **FEBRUARY 20, 2025, AT 2:00 P.M.**, in Department CX104 of the Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. As described above, If you wish to attend the Final Approval Hearing remotely, you can do it through the court's online check-in process available through the court's website at <https://www.occourts.org/media-relations/civil.html>. If you wish to attend the Final Approval Hearing in person, you can attend it at Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment, the First Amended Complaint, the notice letter to the LWDA, the Settlement Agreement, and this Notice will be posted on a website by the Settlement Administrator for a period of at least 180 days following the entry of that Order in the Court record. That website is: www.ilymgroup.com/roymillerpainting.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N. Brand Blvd., Suite 285

Glendale, California 91203

Telephone: (323) 410-5050

Defendant's Counsel

Greg S. Labate

glabate@sheppardmullin.com

Lauren J. Blaes

lblaes@sheppardmullin.com

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

650 Town Center Drive, 10th Floor

Costa Mesa, California 92626-1993

Telephone: 714-513-5100

Facsimile: 714-513-5130

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class and PAGA Representative Action Settlement attached to the Declaration of Lilit Tunyan in Support of Plaintiffs' Motion for Preliminary Approval. The Joint Stipulation of Class and PAGA Representative Action Settlement and all other records relating to the Action are available for inspection and/or copying at the Civil Records Office of the Orange County Superior Court. You may also view documents filed in this case on the Court's website at: <https://ocjustice.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>. You may need the case number to access and view case documents (30-2023-01314830-CU-OE- CXC). NOTE: If you choose to access documents online, the Court will charge you a fee for access.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT “B”

OBJECTION FORM

Superior Court of California for the County of Orange

Rodriguez, et al. v. Roy Miller Painting, Inc., Case No. 30-2023-01314830-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you do not wish to object to the Class Settlement, you should NOT fill out this form. You do not need to take any action.

If you wish to object to the Class Settlement, you must write your name, address, and last four digits of your Social Security number, sign on the following page, and return this form by mail or delivery to the Settlement Administrator, at the following mailing address, postmarked or delivered on or before December 16, 2024.

ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781

I wish to object to the Class Settlement on the following grounds:

- ① RMP paid all wages due to me while employed
- ② RMP always encouraged & enforced meal periods & rest periods, complying with CSEA's regulations while employed
- ③ From the time of my termination at RMP, I was paid in full & ~~promptly~~ promptly
- ④ All ~~of~~ my wage statements were accurate
- ⑤ Business & travel expenses were always compensated
- ⑥ As long as I worked at RMP they were not unfair nor misleading in anyway. Nothing was ever withheld from me. RMP treated me with fairness and in full compliance with the law.

Full Name: Johnny Carlos Morales

Street Address: _____

City, State, Zip Code _____

Telephone Number _____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

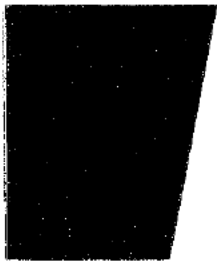
Date: 12-2-2024



From: Johnny Morales



9278132031 B900



To: ILYM Group, Inc.
P.O. Box 2031, Tustin
CA 92781

Ready Post.



EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Rodriguez, et al. v. Roy Miller Painting, Inc

Wednesday, November 29, 2023

Requesting Law Firm:	Tunyun Law
Attorney Contact:	Lilit Tunyan
E-Mail Address:	ltunyan@tunyanlaw.com
ILYM Group Contact:	Lisa Mullins
E-Mail Address:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS

Estimated Class Size	160
Estimated Percentage of Undeliverable Mail	20%
NCOA	Yes
Post Judgment on ILYM's Website	Yes
Certified Spanish Translation	Yes

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP

Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$325.00

PROJECT MANAGEMENT

Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objections via, Mail	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	2	Waived
NCOA	Flat Fee	\$50.00	1	\$50.00
Toll-Free Call Center Support	Flat Fee	\$75.00	1	\$75.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
Status Reports	Flat Fee	\$750.00	1	Waived

Subtotal \$1,755.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	160	\$240.00
USPS First Class Postage	Per Piece	\$0.83	160	\$132.80
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$1.50	32	\$48.00
Storage, Photocopies, Deliveries	Flat Fee	\$121.60	1	\$121.60

Subtotal \$542.40

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
1st Disbursement Check Stub & Release - (including W-2 & 1099)	Per Check	\$1.00	160	\$160.00
Check Mailing Postage	Per Piece	\$0.63	160	\$100.80
1st Disbursement Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$1.50	16	\$24.00
2nd Disbursement Check Stub & Release - (including W-2 & 1099)	Per Check	\$1.00	160	\$160.00
Check Mailing Postage	Per Piece	\$0.63	160	\$100.80
2nd Disbursement Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$1.50	8	\$12.00
Preparation of Taxes	Hourly	\$125.00	3	\$375.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$2,982.60

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	1	\$120.00
Process Uncashed Funds to Unclaimed Property Fund	Flat Fee	\$550.00	1	\$550.00
Declarations	Hourly	\$125.00	1	\$125.00

Subtotal \$895.00

Flat Fee: \$6,500.00

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age
6 of 18 and not a party to the within action; my business address is 535 N. Brand Blvd., Suite
7 285, Glendale, California 91203.

8 On the date indicated below, I served the document described as: **DECLARATION OF
9 NICK CASTRO OF ILYM GROUP, INC. FOR FINAL APPROVAL OF CLASS AND
10 PAGA REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this
11 action by sending a true copy thereof to interested parties as follows and as stated on the
12 attached service list:

13
14 Greg S. Labate
15 glabate@sheppardmullin.com
16 Molly Brooks
17 MBrooks@sheppardmullin.com
18 Lauren J. Blaes
19 lblaes@sheppardmullin.com
20 Seana Pierce
21 SPierce@sheppardmullin.com
22

23 **Sheppard, Mullin, Richter & Hampton, LLP**
24 650 Town Center Drive, 10th Floor
25 Costa Mesa, California 92626-1993
26 Telephone: 714-513-5100
27 Facsimile: 714-513-5130
28

Attorneys for Defendant Roy Miller Painting, Inc.

18 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale,
19 California, by e-mail delivery on the parties listed herein at their most recent known
20 e-mail address or e-mail of record in this action.

21 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
22 service, I caused the documents to be sent to the persons at the electronic service addresses
23 listed above via electronic mail. I did not receive an error message.

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

26 Executed on January 22, 2025 at Glendale, California.

27 Lilit Tunyan
28 Name


Signature