

1 **HAINES LAW GROUP, APC**
Paul K. Haines (SBN 248226)
2 phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
3 fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
4 arowbotham@haineslawgroup.com
2155 Campus Drive, Suite 180
5 El Segundo, California 90245
Tel: (424) 292-2350
6 Fax: (424) 292-2355
Attorneys for Plaintiff

7
8
9
10
11
12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN DIEGO**
15

16 RONALD FIGUEROA, as an individual and on
behalf of all others similarly situated,

17
18 Plaintiff,

19 vs.

20 SOLAR TURBINES INCORPORATED, a
21 Delaware corporation; and DOES 1 through 100,

22 Defendants.
23
24
25
26
27
28

Case No.: 37-2023-00016512-CU-OE-CTL

*[Case Assigned for all purposes to the Hon.
Gregory W. Pollack, Department C-71]*

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: May 30, 2025
Time: 9:30 a.m.
Dept.: C-71

Action Filed: April 20, 2023
Trial Date: None Set

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Figueroa v. Solar Turbines* matter. On
6 behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally
7 acquainted with the information contained herein, and in the event of being summoned to provide
8 testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *Of Class Action Settlement*, in English and Spanish (referred to as “Notice Packet”); (b) receiving and
20 processing requests for exclusion; (c) resolving disputes among Settlement Class Members regarding
21 the number of workweeks recorded by Defendants during the Class Period, as stated on their
22 individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing and
23 mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the
24 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
25 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
26 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On January 24, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On February 7, 2025, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, telephone numbers,
6 employment dates, and the total number of relevant workweeks worked by each Settlement Class
7 Member. The data file was successfully uploaded to our database, where it underwent a thorough review
8 to identify any duplicates or potential inconsistencies. The Class List consisted of a total of 1,792
9 individuals.

10 6. In preparation for the mailing process, all 1,792 names and addresses listed in the Class List
11 underwent verification and updating against the National Change of Address (NCOA) database
12 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
13 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
14 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
15 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
16 However, in cases where no updated address was found in the NCOA database, the original address
17 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

18 7. On March 6, 2025, The Notice Packet was sent to all 1,792 individuals listed in the Class List
19 using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

20 8. As of the date of this declaration, our office has received 75 returned Notice Packets as
21 undeliverable. Apex conducted a computerized skip trace on the 75 returned Notice Packets in order to
22 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted
23 in obtaining 61 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First
24 Class Mail.

25 9. As of the date of this declaration, there have been 61 Notice Packets re-mailed as a result of
26 Apex's skip-tracing efforts.

27 10. As of the date of this declaration, 14 Notice Packets have been considered undeliverable as no
28 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement is May 5, 2025.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement is May 5, 2025.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
6 deadline for submitting a dispute is May 5, 2025.

7 14. As of the date of this declaration, Apex will report 1,792 Participating Class Members,
8 constituting 100% of the total 1,792 Settlement Class Members.

9 15. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 135,145. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$1,695,472.38 and was calculated by subtracting the requested attorneys' fees (\$933,333.33), the amount
12 requested for litigation costs and expenses (\$46,704.29), the requested Class Representative Service
13 Award (\$7,500.00), the requested Settlement Administration Costs (\$16,990.00), and the PAGA
14 Penalties (\$100,000.00) from the Gross Settlement Amount (\$2,800,000.00).

15 16. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
16 to be approximately \$1,530.56, the *average* Individual Settlement Amount is currently estimated to be
17 approximately \$945.61, and the *lowest* Individual Settlement Amount is currently estimated to be
18 approximately \$12.55. These amounts are subject to employee-side tax and withholdings.

19 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$25,000.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 1,776 Aggrieved Employees who worked a total of
22 115,704 weeks during the PAGA Period.

23 18. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$23.98, the
24 *average* individual PAGA share is approximately \$14.08, and the *lowest* individual PAGA share is
25 approximately \$0.22.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$16,990.00. Apex will proceed with additional tasks related to this
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United
4 States that the foregoing is true and correct, and that this Declaration was executed this 6th day of
5 May 2025, in Irvine, California.

6
7
8 

9 MADELY NAVA
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

RONALD FIGUEROA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

SOLAR TURBINES INCORPORATED, a Delaware
corporation; and DOES 1 through 100,

Defendants.

Case No. 37-2023-00016512-CU-OE-CTL

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees who have worked for Defendant Solar Turbines Incorporated in California at any time between February 3, 2022, and June 2, 2024. Collectively, these employees will be referred to as "Settlement Class Members."

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

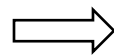
Why should you read this notice?

This Notice relates to a proposed settlement of class action litigation. If you are a Settlement Class Member, it contains important information about your right to receive a payment from the Settlement fund.

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Ronald Figueroa v. Solar Turbines Incorporated.*, San Diego County Superior Court, Case No. 37-2023-00016512-CI-OE-CTL (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Solar Turbines Incorporated's (hereinafter "Defendant" or "Solar Turbines") records show that you were employed in California between February 3, 2022, and June 2, 2024 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. Notice of the final judgment will be posted online at <https://apexclassaction.com/solar>. Please **scan the QR code** to directly take you to the settlement website.



Solar Turbines denies the claims in the Lawsuit and contends that it complied with all applicable laws. The parties agreed to settle this matter to avoid the uncertainty, inconvenience, disruption to business, and the expense of protracted litigation.

What is this case about?

Plaintiff Ronald Figueroa ("Plaintiff") filed this Lawsuit against Solar Turbines, seeking to assert claims on behalf of all Settlement Class Members. Plaintiff is known as "Class Representative," and his attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

In the Lawsuit, Plaintiff alleges that Solar Turbines: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all meal periods or pay a premium in lieu thereof; (4) failed to issue accurate, itemized wage statements; (5) failed to timely pay all final wages due upon separation of employment; (6) engaged in unfair competition; and (7) is liable for civil penalties under the Private Attorneys General Act ("PAGA").

A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the government as agents of the state's labor law enforcement agencies. By acting as a private attorney general, an "aggrieved employee" who has been affected by at least one Labor Code violation committed by their employer can use a PAGA action as a means to collect civil penalties for those violations. 75% of any collected penalties go to the state's Labor and Workforce Development Agency ("LWDA"), and the remaining 25% of penalties are distributed proportionally among all aggrieved employees.

Solar Turbines denies that it has done anything wrong. Solar Turbines also denies that it owes Settlement Class Members any wages, penalties, restitution, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Solar Turbines, which expressly denies all liability.

However, to avoid additional expense, inconvenience, and interference with its business operations, Solar Turbines concluded that it is in its best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Solar Turbines provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

The Court has not ruled on the merits of Plaintiff's claims. The Court has only determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. A final determination on whether the Settlement is fair, adequate and reasonable will be made at the Final Approval hearing.

If you are still employed by Solar Turbines, your decision about whether to participate in the Settlement will not affect your employment. California law and Solar Turbines' policy strictly prohibit unlawful retaliation. Solar Turbines will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?	
Attorneys for Plaintiff / Settlement Class Members: HAINES LAW GROUP, APC Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com Susan J. Perez (SBN 329044) sperez@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant: LITTLER MENDELSON, P.C. Jody A. Landry (SBN 125743) 501 W. Broadway, Suite 900 San Diego, California 92101 Tel: (619) 232-0441 Fax: (619) 2332-4302 littler.com
What are the terms of the Settlement?	

On January 24, 2025, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendant in California during the time period of February 3, 2022, through June 2, 2024. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Solar Turbines has agreed to pay \$2,800,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, employee side payroll taxes, attorneys' fees and expenses, settlement administration costs, class representative's enhancement payment, and payment to the California Labor and Workforce Development Agency for its share of the PAGA civil penalties.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$933,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$60,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Apex Class Action Administration to act as the "Settlement Administrator," who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$16,990.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of \$7,500.00 to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to the State of California. The Parties have agreed to allocate \$100,000.00 of the Maximum Settlement Amount towards the settlement of the PAGA claim in the Lawsuit. A total of \$75,000.00 will be paid to the State of California Labor and Workforce

Development Agency for its 75% share of civil penalties. The remaining 25% (\$25,000.00) will be payable to the Settlement Class as the “PAGA Amount” as described below. The time period covered by the PAGA claim is April 20, 2022, through June 2, 2024 (“PAGA Period”).

Calculation of Settlement Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated to be approximately \$1,707,176.67. The Net Settlement Amount will be divided as follows:

- (i) Approximately \$1,682,176.67 of the Net Settlement Amount shall be allocated among Settlement Class members (except those who submit a timely and valid Request for Exclusion) as follows: Each Participating Class Member shall be entitled to payment of a pro rata portion of the Net Settlement Amount (i.e., his or her Settlement Share) based on their Class Workweeks. The workweek value will be established by dividing the Class Employee Fund by all Class Workweeks, which are the workweeks actually worked by the Class Employees during the Class Period. The workweeks worked by Class Employees during the Class Period will be determined by Defendant’s time and payroll records. Defendant will perform that calculation and provide it to the administrator. Weeks when an employee performed no work in a workweek, for example, due to vacation, sick time or being on a leave of absence are excluded from the workweek count as they are not workweeks actually worked. The Individual Settlement Share for each Class Employee will be determined by multiplying the workweek values by each Class Employee’s individual workweeks. If a Class member was on a leave of absence, those workweeks will not be included in the calculation. There shall be no reversion to Defendant.
- (ii) The remaining \$25,000 of the Net Settlement Amount, has been designated as the “PAGA Amount” and will be allocated to all Settlement Class members (regardless of whether they submit a timely and valid Request for Exclusion) who worked for Defendant at any time between April 20, 2022, through June 2, 2024 (the “PAGA Period”), in proportion to the number of pay periods that each Settlement Class member worked for Defendant in California as a non-exempt employee during that time period.

Payment to Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion.

Allocation and Taxes. For tax purposes, each Settlement Share will be allocated as follow: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as 20% wages and 80% penalties and interest. The Maximum Settlement Amount does not include employer payroll taxes, which will be paid by Solar Turbines separate and apart from, and in addition to, the Maximum Settlement Amount. The Settlement Administrator will be responsible for issuing to Settlement Class Members an IRS Form W2 for the amounts allocated as “wages” and IRS Form 1099 for the amounts allocated as penalties and interest. The Settlement Administrator will be responsible for calculating and withholding all employee-share employment taxes and other legally required withholdings from each Individual Settlement Payment. Settlement Class Members are responsible for the proper tax treatment of the Individual Settlement Payments. The Settlement Administrator, Solar Turbines and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Settlement Class Member including, but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and assigns (collectively “Releasing Parties”), who has not submitted a timely and valid Request for Exclusion, will release and discharge Solar Turbines, as well as its parent, subsidiaries, assigns and other related organizations (collectively the “Released Parties”) from all wage and hour claims that were actually alleged or that could have been alleged in the Action by Plaintiff based on the factual allegations contained in the Action, for the entire Class Period, including but not limited to: (a) failure to pay all wages owed, including sick pay, whether due to alleged off the clock work, rounding, failure to correctly calculate the regular rate or any other theory of liability for the underpayment of the minimum wage, overtime or sick time; (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) waiting time penalties; (d) failure to provide accurate wage statements; (e) unfair business practices; (f) claims for the attorney’s fees and costs incurred in the prosecution of this Action on the behalf of the Class Employees; and (g) all claims that Plaintiff and/or the Class Employees may have against the Released Parties relating to (1) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to the Settlement Agreement; and (2) the payment, taxation, and allocation of Plaintiff’s Enhancement Payment pursuant to the Settlement Agreement. The time period covered by this release is February 3, 2022, through June 2, 2024.

Plaintiff and the State of California release the Released Parties from any claim for civil penalties under California Labor Code Private Attorneys General Act of 2004 arising out of or based on the facts and legal theories alleged in Plaintiff’s letter to the Labor & Workforce Development Agency (“LWDA”) dated April 20, 2023, and only to the extent they are alleged in the First Amended Complaint (“PAGA Released Claims”) during the PAGA Period. The PAGA release covers: (a) all PAGA penalty claims alleged in Plaintiff’s PAGA letter as well as his First Amended Complaint, which seeks penalties under PAGA for alleged violations of Labor Code sections 201–203, 204, 226, 226.7, 246, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2699 et. seq., claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, failure to provide sick pay and/or pay it at the correct rate; (b) claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; (c) any other claims for PAGA penalties that could have been plead based on the facts alleged in the Action; and (d) all claims that Plaintiff, and/or the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel

pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of PAGA Payments pursuant to this Settlement Agreement.

The Settlement along with all associated releases will become effective on the date that the Court has approved the Settlement and entered Judgment thereon and the Judgment has become Final.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked for Defendant during the Class Period, as well as whether you separated employment with Defendant during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your Individual Settlement Payment is based on the proportionate number of workweeks you worked during the Class Period (February 3, 2022, through June 2, 2024) as well as the proportionate number of workweeks you worked during the PAGA Period (April 20, 2022, through June 2, 2024). The information contained in Solar Turbines' records regarding this information, along with your estimated Individual Settlement Payment, is listed below. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, to Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619. Any disputes, along with supporting documentation, must be postmarked no later than May 5, 2025. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

If you choose to dispute the number of Class Workweeks or PAGA Pay Periods credited to you, you must submit a written dispute to the Settlement Administrator, postmarked no later than May 5, 2025. The dispute must: (a) contain your full name, address, and last four digits of your Social Security number; (b) be signed by you; (c) reference the Action by its name and case number as it appears on the first page of this Class Notice; (d) contain a statement clearly indicating that you dispute the number of Pay Periods that are credited to you and the number of pay periods that you believe should be credited to you; and (e) attach supporting documentation, if any, that you may have.

The Settlement Administrator will inform Class Counsel and Defendant's Counsel should it receive a dispute. Defendant will manually review its payroll and personnel records related to you to verify the correct number of Class Workweeks and/or PAGA Pay Periods. Defendant's Counsel and Class Counsel will jointly determine how the dispute should be resolved. If they are unable to jointly resolve the dispute, the Settlement Administrator will present the dispute for final resolution by the Court in advance of the Final Approval Hearing.

According to Defendant's records:

- (a) you worked for Defendant in California from «Data_Start_Date» to «Data_End_Date»;
- (b) you worked «Class_Weeks» workweeks between February 3, 2022, and June 2, 2024, for Defendant;
- (c) you worked «PAGA_Weeks» workweeks between April 20, 2022, and June 2, 2024, for Defendant; and

Based on the above, your Settlement Award is estimated at \$«Total_Est_PMT». The average Settlement Award is estimated at \$952.13. The lowest Settlement Award to a Class Member is estimated at \$12.14. The highest Settlement Award to a Class Member is estimated at \$1,542.54.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself from the class portion of the settlement by sending to the Settlement Administrator a signed "Opt-Out Notice" postmarked no later than May 5, 2025, containing (a) your full name, address, and last four digits of your Social Security number; (b) your signature; (c) a reference to the Action by its name; and (d) a statement clearly indicating that you seek to be excluded from the Settlement. If you worked during the PAGA Period as a non-exempt employee of Solar Turbines as well, then you will be deemed an "Aggrieved Employee" and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your "Individual PAGA Payment") regardless of whether you opt out of the class portion of the settlement. In other words, you cannot exclude yourself from the PAGA portion of the settlement.

Send the Request for Exclusion directly to the Settlement Administrator at Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, and shall be barred from participating in any portion of the Settlement. However, you may not opt out of the PAGA Settlement, and you will still be entitled to a portion of the PAGA Amount as described above. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it (with the exception of the PAGA Settlement, which you may not object to), you may mail a written statement explaining your objection to the Settlement Administrator at Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619. Written objections must be postmarked on or before May 5, 2025.

Alternatively, or in addition to a written objection, you may also appear at the Final Approval Hearing to make an oral objection. The Final Approval Hearing is scheduled for May 30, 2025, at 9:30 a.m., in Department C-71 of the San Diego County Superior Court, located at 330

West Broadway, San Diego, CA 32101. You have the right to appear either remotely, in person, or through your own attorney at this hearing, although you do not need to appear at the Final Approval Hearing for your objection to be considered. If you would like more information about appearing remotely, you may consult the San Diego Superior Court website at <https://www.sdcourt.ca.gov/virtualhearings>. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on May 30, 2025, at 9:30 a.m., in Department C-71 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 32101. The location, date, and time of the Final Approval Hearing may be moved. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the enhancement payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing either remotely or in person.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may view the case file online at <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords> and entering the case number (which is 37-2023-00016512-CU-OE-CTL). You may access the case file in person at the Civil Department of the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 32101. This case is assigned to Department C-71 of the Hall of Justice, located at 330 West Broadway, San Diego, CA 32101. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham In Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement filed on December 30, 2024. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, SOLAR TURBINES, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting a Dispute, Request for Exclusion, or Objection is May 5, 2025.

BY ORDER OF THE COURT ENTERED ON JANUARY 24, 2025.

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE SAN DIEGO

RONALD FIGUEROA, como individuo y en nombre
de todos los demás en situación similar,

Demandante,

vs.

SOLAR TURBINES INCORPORATED, una
corporación de Delaware; y DOES del 1 al 100,

Demandados.

Caso No. 37-2023-00016512-CU-OE-CTL

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Para: Todos los empleados actuales y anteriores no exentos que hayan trabajado para los Demandados Solar Turbines Incorporated en California en cualquier momento entre el 3 de febrero de 2022 y el 2 de junio de 2024. Colectivamente, estos empleados se denominarán "Miembros del Grupo del Acuerdo".

**POR FAVOR, LEA ATENTAMENTE ESTE AVISO
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS, YA SEA QUE USTED ACTÚE O NO
ESTE AVISO SE LE PROPORCIONA EN INGLÉS Y ESPAÑOL**

¿Por qué debería leer usted este aviso?

Este Aviso se relaciona con un acuerdo propuesto de litigios colectivos. Si usted es un Miembro del Grupo del Acuerdo, contiene información importante sobre su derecho a recibir un pago del fondo del Acuerdo.

El Tribunal ha otorgado la aprobación preliminar de un acuerdo de demanda colectiva propuesto (el "Acuerdo") en *Ronald Figueroa v. Solar Turbines Incorporated*, Tribunal Superior del Condado de San Diego, Caso No. 37-2023-00016512-CI-OE-CTL (la "Demanda"). Debido a que sus derechos pueden verse afectados por el Acuerdo, es importante que lea este Aviso cuidadosamente.

Es posible que usted tenga derecho a recibir dinero de este Acuerdo. Los registros del Demandado Solar Turbines Incorporated (en adelante, el "Demandado" o "Solar Turbines") muestran que usted estuvo empleado en California entre el 3 de febrero de 2022 y el 2 de junio de 2024 (el "Período del Grupo"). El Tribunal ordenó que se le envíe este Aviso porque es posible que tenga derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de este Aviso es proporcionarle una breve descripción de la Demanda, informarle de los términos del Acuerdo, describir sus derechos en relación con el Acuerdo y explicar qué pasos puede tomar para participar, objetar o excluirse del Acuerdo. Si usted no se excluye del Acuerdo y el Tribunal finalmente aprueba el Acuerdo, estará obligado por los términos del Acuerdo y cualquier sentencia definitiva. La notificación de la sentencia definitiva se publicará en línea en <https://apexclassaction.com/solar>. Por favor **escanee el código QR** para acceder directamente al sitio web del Acuerdo.



Solar Turbines niega las reclamaciones de la Demanda y sostiene que cumplió con todas las leyes aplicables. Las Partes acordaron resolver este asunto para evitar la incertidumbre, los inconvenientes, la interrupción del negocio y el costo de un litigio prolongado.

¿De qué se trata este caso?

El Demandante Ronald Figueroa ("Demandante") presentó esta Demanda contra Solar Turbines, buscando hacer valer reclamos en nombre de todos los Miembros del Grupo del Acuerdo. El Demandante es conocido como "Representante del Grupo" y sus abogados, que también representan los intereses de todos los Miembros del Grupo del Acuerdo, son conocidos como "Abogados del Grupo".

En la Demanda, el Demandante alega que Solar Turbines: (1) no pagó todos los salarios mínimos; (2) no pagó todos los salarios de horas extras; (3) no proporcionó todos los períodos de comida o no pagó una prima en su lugar; (4) no emitió recibos de sueldo precisos y detallados; (5) no pagó a tiempo todos los salarios finales adeudados al momento de la separación del empleo; (6) incurrió en competencia desleal; y (7) es responsable de sanciones civiles en virtud de la Ley de Fiscales Generales Privados ("PAGA").

Una acción PAGA es una forma de acción representativa que permite a los empleados demandantes actuar en nombre del gobierno como agentes de las agencias de aplicación de la ley laboral del estado. Al actuar como un fiscal general privado, un "Empleado Agraviado" que se ha visto afectado por al menos una violación del Código Laboral cometida por su empleador puede usar una acción de PAGA como un medio para cobrar sanciones civiles por esas violaciones. El 75% de las multas cobradas van a la Agencia del Desarrollo del Trabajo y de la Fuerza Laboral ("LWDA") del estado, y el 25% restante de las multas se distribuye proporcionalmente entre todos los Empleados Agraviados.

Solar Turbines niega haber hecho algo indebido. Solar Turbines también niega que le deba a los Miembros del Grupo del Acuerdo ningún salario, multa, restitución, daños u otros montos. En consecuencia, el Acuerdo constituye un compromiso de reclamaciones en disputa y no debe interpretarse como una admisión de responsabilidad por parte de Solar Turbines, que niega expresamente toda responsabilidad.

Sin embargo, para evitar gastos, inconvenientes e interferencias adicionales con sus operaciones comerciales, Solar Turbines concluyó que es en su mejor interés y en el interés de los Miembros del Grupo del Acuerdo resolver la Demanda en los términos resumidos en este Aviso. Después de que Solar Turbines proporcionara información relevante a los Abogados del Grupo, se llegó al Acuerdo después de la mediación y las negociaciones en condiciones de plena competencia entre las partes.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones del Demandante. El Tribunal solo ha determinado que hay pruebas suficientes para sugerir que el Acuerdo propuesto podría ser justo, adecuado y razonable. Una determinación final sobre si el Acuerdo es justo, adecuado y razonable se tomará en la audiencia de Aprobación Final.

Si usted sigue siendo empleado de Solar Turbines, su decisión sobre si participar en el Acuerdo no afectará su empleo. La ley de California y la política de Solar Turbines prohíben estrictamente las represalias ilegales. Solar Turbines no tomará ninguna acción laboral adversa ni se dirigirá, tomará represalias o discriminará contra ningún Miembro del Grupo del Acuerdo debido a su decisión de participar o no participar en el Acuerdo.

¿Quiénes son los Abogados?

Abogados de los Demandantes / Miembros del Grupo del Acuerdo: HAINES LAW GROUP, APC Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com Susan J. Perez (SBN 329044) sperez@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Abogados del Acusado: LITTLER MENDELSON, P.C. Jody A. Landry (SBN 125743) 501 W. Broadway, Suite 900 San Diego, California 92101 Tel: (619) 232-0441 Fax: (619) 2332-4302 littler.com
---	---

¿Cuáles son los términos del Acuerdo?

El 24 de enero de 2025, el Tribunal certificó preliminarmente un grupo, solo para fines del acuerdo, de todos los empleados actuales y anteriores no exentos que trabajaron para el Demandado en California durante el período del 3 de febrero de 2022 al 2 de junio de 2024. Los Miembros del Grupo que no opten por no participar en el Acuerdo de conformidad con los procedimientos establecidos en este Aviso estarán obligados por el Acuerdo y renunciarán a sus reclamaciones contra el Demandado como se describe a continuación.

Solar Turbines ha acordado pagar \$2,800,000.00 (el "Monto Máximo del Acuerdo") para resolver completamente todos los reclamos en la Demanda, incluidos los pagos a los Miembros del Grupo del Acuerdo, los impuestos sobre la nómina de los empleados, los honorarios y gastos de los abogados, los costos de administración del acuerdo, el pago de mejora del representante del grupo y el pago a la Agencia del Desarrollo del Trabajo y de la Fuerza Laboral de California por su parte de las sanciones civiles de PAGA.

Las siguientes deducciones del Monto Máximo del Acuerdo serán solicitadas por las Partes:

Honorarios y gastos de abogados. Los Abogados del Grupo han estado procesando la Acción en nombre de los Miembros del Grupo sobre la base de honorarios de contingencia (es decir, sin que se les haya pagado ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio. El Tribunal determinará el monto real otorgado a los Abogados del Grupo como honorarios de abogados, que se pagará con el Monto Bruto del Acuerdo. Los Miembros del Grupo no son personalmente responsables de ninguno de los honorarios o gastos de los abogados del Grupo de Abogados. Los Abogados del Grupo solicitarán hasta un tercio del Monto Bruto del Acuerdo, que actualmente se estima en \$933,333.33, como compensación razonable por el trabajo que los Abogados del Grupo realizaron y continuarán realizando en esta Acción hasta la finalización del Acuerdo. Los Abogados del Grupo también solicitarán el reembolso de hasta \$60,000.00 en costos verificados incurridos en relación con la Acción.

Costos de administración del Acuerdo. El Tribunal ha aprobado que Apex Class Action Administration actúe como el "Administrador del Acuerdo", que le envía este Aviso y que realizará muchas otras funciones relacionadas con el Acuerdo. El Tribunal ha aprobado reservar hasta \$16,990.00 del Monto Máximo del Acuerdo para pagar los costos de administración del acuerdo.

Pago de Mejora del Representante del Grupo. Los Abogados del Grupo solicitarán al Tribunal que otorgue al Representante del Grupo un pago de mejora por un monto de \$7,500.00 para compensarlo por su servicio y trabajo adicional proporcionado en nombre de los Miembros del Grupo del Acuerdo.

Pago de PAGA al Estado de California. Las Partes han acordado asignar \$100,000.00 del Monto Máximo del Acuerdo para la resolución de la reclamación de PAGA en la Demanda. Se pagará un total de \$75,000.00 a la Agencia del Desarrollo del Trabajo y de la Fuerza Laboral del Estado de California por su participación del 75% en las multas civiles. El 25% restante (\$25,000.00) será pagadero al Grupo del Acuerdo como el "Monto de PAGA" como se describe a continuación. El período de tiempo cubierto por la reclamación de PAGA es del 20 de abril de 2022 al 2 de junio de 2024 ("Período de PAGA").

Cálculo de los Pagos Individuales del Acuerdo de los Miembros del Grupo del Acuerdo. Después de deducir los montos aprobados por el Tribunal anteriores, el saldo del Monto Máximo del Acuerdo formará el Monto Neto del Acuerdo, que se distribuirá a todos los Miembros del Grupo del Acuerdo que no presenten una Solicitud de Exclusión válida y oportuna (descrita a continuación). El Monto Neto del Acuerdo se estima en aproximadamente \$1,707,176.67. El Monto Neto del Acuerdo se dividirá de la siguiente manera:

- (iii) Aproximadamente \$1,682,176.67 del Monto Neto del Acuerdo se distribuirán entre los miembros del Grupo del Acuerdo (excepto aquellos que presenten una Solicitud de Exclusión oportuna y válida) de la siguiente manera: Cada Miembro Participante del Grupo tendrá derecho al pago de una parte prorrateada del Monto Neto del Acuerdo (es decir, su Participación del Acuerdo) en función de sus Semanas Laborales del Grupo. El valor de la semana laboral se establecerá buceando el Fondo de Empleados del Grupo por todas las Semanas Laborables del Grupo, que son las semanas laborales realmente trabajadas por los Empleados del Grupo durante el Período del Grupo. Las semanas laborales trabajadas por los Empleados del Grupo durante el Período del Grupo serán determinadas por el tiempo y los registros de nómina del Demandado. El Demandado realizará ese cálculo y se lo proporcionará al Administrador. Las semanas en las que un empleado no realizó ningún trabajo en una semana laboral, por ejemplo, debido a vacaciones, licencia por enfermedad o estar de licencia se excluyen del recuento de la semana laboral, ya que no son semanas laborales realmente trabajadas. La Participación Individual del Acuerdo para cada Empleado del Grupo se determinará multiplicando los valores de la semana laboral por las semanas laborales individuales de cada Empleado del Grupo. Si un miembro del Grupo estaba de licencia, esas semanas laborales no se incluirán en el cálculo. No habrá reversión al Demandado.
- (iv) Los \$25,000 restantes del Monto Neto del Acuerdo han sido designados como el "Monto PAGA" y se asignarán a todos los miembros del Grupo del Acuerdo (independientemente de si presentan una Solicitud de Exclusión oportuna y válida) que trabajaron para el Demandado en cualquier momento entre el 20 de abril de 2022 y el 2 de junio de 2024 (el "Período PAGA"), en proporción a la cantidad de períodos de pago que cada miembro del Grupo del Acuerdo trabajó para el Demandado en California como no exentos empleado durante ese período de tiempo.

Pago a los Miembros del Grupo. Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a todos los Miembros del Grupo del Acuerdo que no presentaron una Solicitud de Exclusión válida y oportuna.

Asignación e impuestos. A efectos fiscales, cada Cuota del Acuerdo se asignará de la siguiente manera: cualquier pago realizado con el Monto de PAGA se tratará como una penalización del 100%. Cualquier pago realizado con cargo al Monto Neto del Acuerdo se asignará como un 20% de salarios y un 80% de multas e intereses. El Monto Máximo del Acuerdo no incluye los impuestos sobre la nómina del empleador, que serán pagados por Solar Turbines por separado y aparte de, y además de, el Monto Máximo del Acuerdo. El Administrador del Acuerdo será responsable de emitir a los Miembros del Grupo del Acuerdo un Formulario W2 del IRS por los montos asignados como "Salarios" y el Formulario 1099 del IRS por los montos asignados como multas e intereses. El Administrador del Acuerdo será responsable de calcular y retener todos los impuestos sobre la nómina de acciones del empleado y otras retenciones legalmente requeridas de cada Pago Individual del Acuerdo. Los Miembros del Grupo del Acuerdo son responsables del tratamiento fiscal adecuado de los Pagos Individuales del Acuerdo. El Administrador del Acuerdo, Solar Turbines y sus abogados, y los Abogados del Grupo no pueden proporcionar asesoramiento fiscal. En consecuencia, los Miembros del Grupo del Acuerdo deben consultar con sus asesores fiscales sobre las consecuencias fiscales y el tratamiento de los pagos que reciben en virtud del Acuerdo.

Liberación. Si el Tribunal aprueba el Acuerdo, cada Miembro del Grupo del Acuerdo, incluidos, entre otros, sus herederos, albaceas, abogados, agentes, representantes, sucesores y cesionarios (colectivamente "Partes que Liberan"), que no haya presentado una Solicitud de Exclusión oportuna y válida, liberará y descargará a Solar Turbines, así como a su matriz, subsidiarias, cesionarios y otras organizaciones relacionadas (colectivamente, las "Partes Liberadas") de todas las reclamaciones de salarios y horas que realmente se alegaron o que podría haber sido alegada en la Acción por el Demandante sobre la base de las alegaciones fácticas contenidas en la Acción, durante todo el Período del Grupo, incluyendo pero no limitado a: (a) falta de pago de todos los salarios adeudados, incluyendo el pago por enfermedad, ya sea debido a un supuesto trabajo fuera del horario laboral, redondeo, falta de cálculo correcto de la tarifa regular o cualquier otra teoría de responsabilidad por el pago insuficiente del salario mínimo, horas extras o tiempo por enfermedad; (b) la falta de proporcionar períodos de comidas libres de impuestos o de pagar primas a la tasa regular de pago en lugar de ellos; (c) penalizaciones por tiempo de espera; (d) la falta de proporcionar recibos de salarios precisos; (e) prácticas comerciales desleales; (f) reclamaciones por los honorarios del abogado y los costos incurridos en la tramitación de esta Acción en nombre de los Empleados del Grupo; y (h) todas las reclamaciones que el Demandante y/o los Empleados del Grupo puedan tener contra las Partes Liberadas en relación con (1) el pago, la imposición y la asignación de los honorarios y costos de los abogados al Abogado del Demandante de conformidad con el Acuerdo de Conciliación; y (2) el pago, la tributación y la asignación del Pago de Mejora del Demandante de conformidad con el Acuerdo de Conciliación. El período de tiempo cubierto por esta versión es del 3 de febrero de 2022 al 2 de junio de 2024.

El Demandante y el Estado de California liberan a las Partes Liberadas de cualquier reclamo por sanciones civiles en virtud de la Ley de Fiscales Generales Privados del Código Laboral de California de 2004 que surjan o se basen en los hechos y teorías legales alegados en la carta del Demandante a la Agencia de Desarrollo Laboral y de la Fuerza Laboral ("LWDA") con fecha del 20 de abril de 2023, y solo en la medida en que se aleguen en la Primera Demanda Enmendada ("Reclamaciones Liberadas de PAGA") durante el Período de PAGA. El

comunicado de PAGA cubre: (a) todas las reclamaciones de multas de PAGA alegadas en la carta de PAGA del Demandante, así como su Primera Demanda Enmendada, que busca sanciones en virtud de PAGA por presuntas violaciones de las secciones 201-203, 204, 226, 226.7, 246, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2699 *et seq.* del Código Laboral. en segundo lugar, reclamaciones por violación de las disposiciones de las Órdenes Salariales aplicables en relación con el salario mínimo, las horas extraordinarias, los períodos de comida, así como las alegaciones relativas al pago tardío de los salarios durante el empleo y de los salarios finales, declaraciones de salarios inexactas, falta de pago por enfermedad y/o de pago a la tasa correcta; (b) reclamaciones por los honorarios del abogado y los costos incurridos en el procesamiento de esta Acción en nombre de los Empleados de PAGA; (c) cualquier otra reclamación de sanciones de PAGA que podría haberse invocado sobre la base de los hechos alegados en la Acción; y (d) todas las reclamaciones que el Demandante y/o los Empleados de PAGA puedan tener contra las Partes Liberadas en relación con: (i) el pago, la imposición de impuestos y la asignación de los honorarios y costos de los abogados al Abogado del Demandante de conformidad con este Acuerdo de Conciliación; y (ii) el pago, la tributación y la asignación de los Pagos de PAGA de conformidad con este Acuerdo de Conciliación.

El Acuerdo, junto con todas las exenciones asociadas, entrará en vigor en la fecha en que el Tribunal haya aprobado el Acuerdo y dictado una Sentencia al respecto, y la Sentencia se haya convertido en definitiva.

¿Cómo puedo reclamar dinero del Acuerdo?

No tiene que hacer nada. Si usted no hace nada, tendrá derecho a su parte del Acuerdo en función del número proporcional de semanas laborales que trabajó para el Demandado durante el Período del Grupo, así como si separó el empleo con el Demandado durante el Período de PAGA. Usted también estará obligado por el Acuerdo, incluida la liberación de reclamaciones mencionada anteriormente.

¿Qué otras opciones tengo?

Información sobre Disputas del Aviso del Pago del Acuerdo. Su Pago Individual del Acuerdo se basa en la cantidad proporcional de semanas laborales que trabajó durante el Período de la Demanda Colectiva (del 3 de febrero de 2022 al 2 de junio de 2024), así como en la cantidad proporcional de semanas laborales que trabajó durante el Período de PAGA (20 de abril de 2022 a 2 de junio de 2024). La información contenida en los registros de Solar Turbines con respecto a esta información, junto con su Pago del Acuerdo Individual estimado, se enumera a continuación. Si no está de acuerdo con la información de su Aviso de Adjudicación de Conciliación, puede presentar una disputa, junto con cualquier documentación de respaldo, a Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619. Cualquier disputa, junto con la documentación de respaldo, debe tener sello postal a más tardar el 5 de mayo de 2025. **POR FAVOR NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.**

Si usted decide disputar la cantidad de Semanas Laborales del Grupo o los Períodos de Pago de PAGA que se le acreditan, debe presentar una disputa por escrito al Administrador del Acuerdo, con sello postal a más tardar el 5 de mayo de 2025. La disputa debe: (a) contener su nombre completo, dirección y los últimos cuatro dígitos de su número de Seguro Social; (b) estar firmada por usted; (c) hacer referencia a la Acción por su nombre y número de caso tal como aparece en la primera página de este Aviso Colectivo; (d) contener una declaración que indique claramente que impugna el número de Períodos de pago que se le acreditan y el número de períodos de pago que cree que se le deben acreditar; y (e) adjuntar la documentación de respaldo, si la hubiera, que pueda tener.

El Administrador del Acuerdo informará a los Abogados del Grupo y al Abogado del Demandado en caso de que reciba una disputa. El demandado revisará manualmente su nómina y los registros de personal relacionados con usted para verificar el número correcto de Semanas Laborales del Grupo y/o Períodos de Pago de PAGA. El Abogado del Demandado y los Abogados del Grupo determinarán conjuntamente cómo se debe resolver la disputa. Si no pueden resolver la disputa conjuntamente, el Administrador del Acuerdo presentará la disputa para que el Tribunal la resuelva definitivamente antes de la Audiencia de Aprobación Final.

De acuerdo con los registros del acusado, usted:

- (d) trabajó para el Demandado en California de «Data_Start_Date» a «Data_End_Date»;
- (e) trabajó «Class_Weeks» semanas laborales entre el 3 de febrero de 2022 y el 2 de junio de 2024 para el Demandado;
- (f) trabajó «PAGA_Weeks» semanas laborales entre el 20 de abril de 2022 y el 2 de junio de 2024 para el Demandado; y

Con base en lo anterior, su Pago del Acuerdo se estima en \$«Total_Est_PMT». El Pago del Acuerdo promedio se estima en \$952.13. El Pago del Acuerdo más baja a un Miembro del Grupo se estima en \$12.14. El Pago del Acuerdo más alta a un Miembro del Grupo se estima en \$1,542.54.

Excluirse voluntariamente de la parte Colectiva del Acuerdo. Si usted **no** desea participar en el Acuerdo, puede excluirse de la parte colectiva del acuerdo enviando al Administrador del Acuerdo un "Aviso de Exclusión" firmado con sello postal a más tardar el 5 de mayo de 2025, que contenga (a) su nombre completo, dirección y los últimos cuatro dígitos de su número de Seguro Social; (b) su firma; (c) una referencia a la acción por su nombre; y (d) una declaración que indique claramente que busca ser excluido del Acuerdo. Si también trabajó durante el Período de PAGA como empleado no exento de Solar Turbines, entonces se le considerará un "Empleado Agravado" y aún recibirá su parte de las ganancias disponibles del Acuerdo de las Reclamaciones Liberadas de PAGA, definidas a continuación, (su "Pago Individual de PAGA"), independientemente de si usted opta por no participar en la parte colectiva del acuerdo. En otras palabras, usted no puede excluirse de la parte de PAGA del acuerdo.

Envíe la Solicitud de Exclusión directamente al Administrador del Acuerdo en Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619. Cualquier persona que presente una Solicitud de Exclusión oportuna, una vez recibida por el Administrador del Acuerdo, dejará de ser Miembro del Grupo del Acuerdo y se le prohibirá participar en cualquier parte del Acuerdo. Sin embargo, no puede optar por no participar

en el Acuerdo de PAGA, y aún tendrá derecho a una parte del Monto de PAGA como se describe anteriormente. **No presente tanto una Disputa como una Solicitud de Exclusión.** Si lo hace, la Solicitud de Exclusión no será válida, se le incluirá en el Grupo del Acuerdo y estará sujeto a los términos del Acuerdo.

Objetar al Acuerdo. También tiene derecho a objetar los términos del Acuerdo. Sin embargo, si el Tribunal rechaza su objeción, usted seguirá estando obligado por los términos del Acuerdo. Si desea objetar el Acuerdo, o cualquier parte de este (con la excepción del Acuerdo de PAGA, al que no puede objetar), puede enviar una declaración escrita explicando su objeción al Administrador del Acuerdo a Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619. Las objeciones por escrito deben tener sello postal del 5 de mayo de 2025 o antes.

Alternativamente, o además de una objeción por escrito, también puede comparecer en la Audiencia de Aprobación Final para presentar una objeción oral. La Audiencia de Aprobación Final está programada para el 30 de mayo de 2025, a las 9:30 a.m., en el Departamento C-71 del Tribunal Superior del Condado de San Diego, ubicado en 330 West Broadway, San Diego, CA 32101. Tiene derecho a comparecer de forma remota, en persona o a través de su propio abogado en esta audiencia, aunque no es necesario que comparezca en la Audiencia de Aprobación Final para que se considere su objeción. Si desea obtener más información sobre cómo comparecer de forma remota, puede consultar el sitio web del Tribunal Superior de San Diego en <https://www.sdcourt.ca.gov/virtualhearings>. Si usted se opone al Acuerdo, seguirá siendo miembro del Grupo del Acuerdo, y si el Tribunal aprueba el Acuerdo, estará obligado por los términos del Acuerdo de la misma manera que los Miembros del Grupo del Acuerdo que no se opongan.

¿Cuál es el siguiente paso?

El Tribunal llevará a cabo una Audiencia de Aprobación Final sobre la idoneidad, razonabilidad y equidad del Acuerdo el 30 de mayo de 2025, a las 9:30 a.m., en el Departamento C-71 del Tribunal Superior del Condado de San Diego, ubicado en 330 West Broadway, San Diego, CA 32101. El lugar, la fecha y la hora de la Audiencia de Aprobación Final pueden ser cambiadas. Puede comunicarse con los Abogados del Grupo utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia. También se le pedirá al Tribunal que se pronuncie sobre la solicitud de los Abogados del Grupo de honorarios de abogados y reembolso de los costos y gastos documentados, el pago de mejoras al Representante del Grupo, los costos del Administrador del Acuerdo y el monto relacionado con las sanciones civiles de PAGA. **Usted no está obligado a asistir a la Audiencia de Aprobación Final, aunque cualquier Miembro del Grupo del Acuerdo puede asistir a la audiencia, ya sea de forma remota o en persona.**

¿Cómo puedo obtener información adicional?

Este Aviso es solo un resumen de la Demanda y el Acuerdo. Para obtener más información, puede ver el expediente del caso en línea en <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords> e ingresando el número de caso (que es 37-2023-00016512-CU-OE-CTL). Puede acceder al expediente del caso en persona en el Departamento Civil del Tribunal Superior del Condado de San Diego, ubicado en 330 West Broadway, San Diego, CA 32101. Este caso está asignado al Departamento C-71 del Salón de Justicia, ubicado en 330 West Broadway, San Diego, CA 32101. El Acuerdo de Conciliación se adjunta como Anexo 1 a la Declaración de Andrew J. Rowbotham en Apoyo de la Moción del Demandante para la Aprobación Preliminar del Acuerdo de Demanda Colectiva presentada el 30 de diciembre de 2024. Usted también puede ponerse en contacto con los Abogados del Grupo utilizando la información de contacto mencionada anteriormente para obtener más información.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL, A SOLAR TURBINES O A SUS ABOGADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DEL ACUERDO

RECORDATORIO DE LOS LÍMITES DE TIEMPO

La fecha límite para presentar una Disputa, Solicitud de Exclusión u Objeción es el 5 de mayo de 2025.

POR LA ORDEN DEL TRIBUNAL PRESENTADA EL 24 DE ENERO DE 2025.

Exhibit B

**Quotation Request:**

Aden Khachadorian
Haines Law Group
akhachadorian@haineslawgroup.com
424.292.2350

Case Name:

Ronald Figueroa v. Solar Turbines

Date:

Wednesday, May 29, 2024

RFP Number:

23500013

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Estimated Class Size:	1,700
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$825.00

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	1,700	\$2,550.00
USPS First Class Postage	Per Piece	\$0.64	1,700	\$1,088.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	340	\$680.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	4	\$300.00
NCOA Address Update (USPS)	Static Rate	\$399.00	1	\$399.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$6,412.00

Project Management

Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$770.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$375.00	1	\$375.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$875.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	4	\$480.00
Account Management and Reconciliation	Per Hour	\$140.00	4	\$560.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.25	1,700	\$2,125.00
USPS First Class Postage	Per Piece	\$0.64	1,700	\$1,088.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	170	\$340.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	12	\$1,200.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Sub Total:				\$7,043.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$1,065.00

WILL NOT EXCEED:				\$16,990.00
-------------------------	--	--	--	--------------------

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.