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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CHETERRA YOUNG, an Individual, on behalf of herself and all others similarly situated, Plaintiff, v. PFT ALEXANDER, INC., a California corporation; and DOES 1 through 10, inclusive, Defendant.	Case No. 23STCV07449 ASSIGNED FOR ALL PURPOSES TO: Hon. Timothy Patrick Dillon Department 15 **<u>CLASS AND REPRESENTATIVE ACTION</u>** **DECLARATION OF TAYLOR MITZNER ON BEHALF OF PHOENIX SETTLEMENT ADMINISTRATORS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** Date: March 25, 2026 Time: 10:00 a.m. Dept.: 15 Complaint filed: April 5, 2023

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Cheterra Young v. PFT Alexander, Inc.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the *Amended Settlement Agreement and Release of Class Action* ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Proposed Class Action Settlement* and *Class Action Settlement Share Form* (collectively referred to herein as the "Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from April 5, 2019 to July 30, 2024 ("Class Period") and the number of workweeks that each Aggrieved Employee worked during the time period from April 5, 2022 to July 30, 2024 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On December 1, 2025, Phoenix received a data file from Defense Counsel ("Class Data") that contained names, last known mailing addresses, Social Security numbers, dates of employment, and Workweeks for each Class Member during the Class Period. The final mailing list contained fifty-six (56) individuals identified as Class Members.

4. On December 2, 2025, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the Class Data of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On December 19, 2025, Phoenix mailed the Class Notice via U.S. first class mail, in English and Spanish, to all fifty-six (56) Class Members on the Class Data. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, zero (0) Class Notices have been returned to Phoenix as undeliverable.

7. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was February 17, 2026.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was February 17, 2026.

9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was February 17, 2026.

10. There are fifty-six (56) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of six thousand four hundred ninety-nine (6,499) Workweeks during the Class Period. Each Workweek is valued at approximately $18.08.

11. The Escalator Clause of the Settlement Agreement indicates if the actual Workweeks exceeds six thousand nine hundred eighty-one (6,981), then Defendant shall have the option to either increase the Maximum Settlement Amount for each additional Workweek or end the Class and PAGA Period on an earlier date. The total number of Workweeks was six thousand four hundred ninety-nine (6,499). Since the total number of Workweeks does not exceed 6,981, the Escalator Clause was not triggered.

12. The Net Settlement Amount of $117,476.12 available to pay Settlement Class Members was determined by subtracting the requested Class Attorney Fees ($75,000.00), and Class

Attorney Expenses ($7,500.00), requested Incentive Award to Plaintiff Young ($10,000.00), the PAGA Penalties ($11,250.00), and the requested Administrative Expenses ($3,773.88) from the Maximum Settlement Amount ($225,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $4,950.58, the lowest Individual Settlement Share to be paid is approximately $12.91, while the average Individual Settlement Share to be paid is approximately $2,097.79. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

14. Additionally, $11,250.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or $8,437.50, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $2,812.50, of which shall be paid to all current and former non-exempt, hourly-paid employees who worked for Defendant during the PAGA Period. There are forty-two (42) Aggrieved Employees who worked a total of one thousand six hundred eighty-one (1,681) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $101.21, and the average Individual PAGA Payment to be paid is approximately $66.13.

15. The Named Plaintiff Cheterra Young's Individual Settlement Payment is estimated to be $705.21.

16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are $3,773.88. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

18. Phoenix will provide a supplemental declaration following expiration of the 180-day check cashing period. Pursuant to the Settlement Agreement, uncashed funds are to be delivered to the California State Controller for deposit in the Unclaimed Property Fund in the name of the

individual whose check was uncashed to permit the affected individual to claim the funds in the future.

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

Executed this 2nd day of March 2026, at Orange, California.

Taylor Mitzner

TAYLOR MITZNER

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHETERRA YOUNG, an individual, on behalf of herself and all others similarly situated, Plaintiff, v. PFT ALEXANDER, INC., a California Corporation, and DOES 1 through 10, Defendants.	CASE NO.: 23STCV07449 *[Unlimited Jurisdiction]* *Assigned for all purposes to the Honorable Timothy P. Dillon, Dept. 15* **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

A court authorized this notice. This is not a solicitation from a lawyer.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be eligible to receive a settlement payment. Please read this notice carefully.

A proposed class action settlement agreement (the "Settlement") has been reached between: **(1)** Plaintiff Cheterra Young ("Plaintiff"), individually and in her representative capacity on behalf of a group of prospective class members defined below, and as a private attorney general on behalf of the State of California; and **(2)** Defendant PFT Alexander, Inc. ("Defendant"). The Settlement resolves disputed claims against Defendant arising out of its compensation practices during the period from April 5, 2019, through July 30, 2024 (the "Class Period") as applied to all individuals who are or were employed by Defendant as non-exempt employees in California during the Class Period ("Class Members").

The Court has granted preliminary approval of the Settlement and ordered this notice to be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you are a Class Member (as defined above) and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you accept your settlement amount, you will release the claims described below.

1. DESCRIPTION OF THE LAWSUIT

Plaintiff, individually and in her representative capacity on behalf of the Class Members, and as a private attorney general on behalf of the State of California, is pursuing a lawsuit against Defendant in the Superior Court of the State of California for the County of Los Angeles in the matter of ***Cheterra Young v. PFT Alexander, Inc.***, case number **23STCV07449** (the "Action"). The Action sought recovery for Defendant's alleged: (1) failure to pay regular and/or overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to furnish timely and accurate wage statements; (5) failure to keep accurate payroll records; (6) failure to pay all wages due upon termination; (7) violation of California's Unfair Competition Law, Bus. & Prof.; and (8) violations of the Private Attorneys General Act (the "PAGA") based on the foregoing.

Defendant denies all liability, denies all allegations in the Action, and has raised various defenses to the claims. Defendant asserts that it fully complied with all applicable wage and hour laws, and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action is suitable for class certification. Defendant has entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation.

The Court has not ruled on the merits in the Action. By approving the Settlement and issuing this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or whether the claims are suitable for class certification. The Settlement was reached after Defendant provided extensive information and documents to Plaintiff's counsel, and after lengthy arms-length, non-collusive negotiations between the Parties, including mediation with an experienced and well-respected mediator in California. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable, and adequate way to resolve the disputed claims.

Plaintiff and Plaintiff's counsel— David R. Markham and Lisa Brevard of The Markham Law Firm and Isam C. Khoury, Michael D. Singer and Maggie K. Realin of Cohelan Khoury & Singer ("Class Counsel")—support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

Under the Settlement, the following settlement class will be certified under California law: *all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period*. The "Class Period" is defined as the period from April 5, 2019, through July 30, 2024. The Settlement provides for a gross settlement amount of $225,000.00, a share of which is to be distributed to the Class Members based on the pro rata number of weeks worked by the Class Members during the Class Period as a proportion of all weeks worked by all Class Members. In exchange for their share of the settlement amount, all participating Class Members will be deemed to have released Defendant from liability on the terms described in this notice.

On November 17, 2025, the Court preliminarily approved the Settlement and conditionally certified the settlement class. This notice is being sent to you because Defendant's records indicate that you worked for Defendant during the Class Period and that you meet the definition required to be treated as a Class Member.

2. IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.

California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in the Settlement.

3. TERMS OF THE SETTLEMENT

Defendant has agreed to pay $225,000.00 (the "Gross Settlement Amount") to resolve the claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

1. **Settlement Administration Costs.** The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to $3,773.88 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.
2. **Attorneys' Fees and Expenses.** Class Counsel have been prosecuting the Action on behalf of the 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. To date, the Parties have aggressively litigated many aspects of the case including investigation, settlement efforts, and a mediation session. 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 fees of no more than one-third of the Gross Settlement Amount (i.e., up to $75,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in the Action. Class Counsel also will ask for reimbursement of up to $7,500.00 for the costs Class Counsel incurred in connection with the Action.
3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide a service payment to Plaintiff in the amount of $10,000.00 for Cheterra Young to compensate her for her efforts on behalf of the Class Members in the Action, including assisting in the investigation and consulting with Class Counsel and providing crucial documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a Class Member.
4. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is $11,250.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., $8,437.50) to the LWDA and twenty-five percent (25%) (i.e., $2,812.50) to the individuals who come within the definition of an "aggrieved employee" for the purposes of the Settlement (i.e., all individuals who are or were employed by Defendants as non-exempt employees in California during the PAGA Period). The "PAGA Period" is defined for these purposes to mean the period from April 5, 2022, through July 30, 2024.

After deducting the amounts above, the balance of the settlement amount will form the "Net Settlement Amount" for distribution to the Class Members.

4. DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS

Each eligible Class Member who does not request exclusion from the Settlement will be deemed a "Class Participant" and will receive a share from the Net Settlement Amount which will be distributed pro rata based on the proportional number of weeks worked by each Class Member during the Class Period (the "Individual Settlement Amount"). If any Class Member requests exclusion from the Settlement, his or her share will be distributed to the remaining Class Participants.

Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her), and Eighty percent (80%) of each Individual Settlement Amount will constitute penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

Defendant, or its proxies, shall take all usual and customary deductions from the Individual Settlement Amount payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form 1099 as income. Class Participants are responsible for the proper income tax treatment of their Individual Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The workweeks you worked for Defendant during the Class Period will be calculated based on Defendant's records. If you feel that you were not credited with the correct number of workweeks worked during the Class Period, you may submit evidence to the Settlement Administrator on or before **February 17, 2026**, with documentation to establish the number of workweeks you claim to have actually worked during the Class Period. **Documentation sent to the Settlement Administrator will not be returned or preserved, so do *not* send originals.** The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be credited. The Settlement Administrator will make the final decision as to how many weeks are credited and report the outcome to the Class Participant.

Settlement checks will be mailed to all Class Participants after the Court grants final approval of the Settlement and judgment is entered.

5. THE RELEASE OF CLAIMS

If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind all Class Participants. The Class Participants will then be barred from bringing any "Released Claims" against the "Released Parties" as those terms are defined below.

The "Released Parties" are Defendant PFT Alexander, Inc. and any of its former and present parents, corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, insurers, successors, assigns, and legal representatives.

The "Released Claims," which include the release of Class Claims which arose during the Class Period, and PAGA-claims, which arose during the PAGA Period, are those claims arising out of or related to the allegations set forth in the Action and/or the PAGA notice to the California Labor & Workforce Development Agency, including: (a) any and all claims for failure to provide meal periods and/or to pay meal premiums in lieu thereof as required under Labor Code sections 512 and 226.7; (b) any and all claims for failure to authorize and permit rest breaks and/or to pay rest break premiums in lieu thereof as required under Labor Code section 226.7; (c) any and all claims for unpaid overtime, minimum wages or regular wages, including but not limited to claims alleging failure to pay for "off the clock" work, and/or failure to pay overtime under Labor Code sections 510(a), 1194, 1197 and 1198; (d) any and all claims for failure to keep accurate payroll records under Labor Code section 1174; (e) any and all derivative claims arising from the claims listed above in subparagraphs (a) through (d) for failure to furnish accurate itemized wage statements in accordance with Labor Code section 226, and including any associated claims for penalties under Labor Code section 226(e); (f) any and all derivative claims arising from the claims listed above in subparagraphs (a) through (d) for failure to provide wages when due upon separation of employment under Labor Code sections 201-203; (g) any and all claims for violation of the Unfair Competition Law (Bus. & Prof. Code § 17200 et seq.), and (h) any and all claims for attorneys' fees and costs. No other claims are released other than those claims specifically pled in the operative complaint in the Action. The release of these claims will be effective on the date the Settlement is fully funded.

The Settlement does *not* release Defendant or any person, party, or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor does it release any claims, actions, or causes of action which may be possessed by Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code, § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and interpretive guidelines.

Class Members who do not request exclusion from the Settlement will be deemed to have acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows:

> "An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

6. YOUR OPTIONS

6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT

If you do nothing, you will be automatically included as a Class Participant in the Settlement and will receive a settlement payment. You do *not* have to take any further action to receive your settlement payment. It is, however, the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The estimated amount of your settlement payment if you do nothing is included in the attached *Class Action Settlement Share Form*.

6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT

If you do ***not*** wish to take part in the class action portion of the Settlement (the "Class Settlement"), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement Administrator a letter or card postmarked no later than **February 17, 2026,** that specifically requests exclusion from the Class Settlement in this case. The request for exclusion must include your name, address, telephone number, and signature, and it should state words to the effect of:

> "I wish to be excluded from the settlement class in the case of *Cheterra Young v. PFT Alexander, Inc.* I understand that if I ask to be excluded from the settlement class, I will not receive any money from the settlement of this lawsuit and will not be releasing any claims I might have."

Send the request for exclusion directly to the Settlement Administrator at the following address **by no later than February 17, 2026**:
Settlement Administrator, P.O. Box 7208, Orange, CA 92863

Any person who submits a timely request for exclusion from the Class Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and shall receive no benefits from the class action portion of the Settlement. If you want confirmation of receipt of your request for exclusion, please send it by United States certified mail, return receipt requested, or contact the Settlement Administrator.

Importantly, Class Members who timely and validly request exclusion from the Class Settlement will *not* be excluded from their share of the PAGA Payment. Requesting exclusion from the Class Settlement applies solely to the Class Members' entitlement to the class action portion of the Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class Settlement you will still be entitled to your share, if any, of the PAGA Payment.

6.3. OBJECT TO THE SETTLEMENT

You have the right to object to the terms of the Settlement if you do not request exclusion. If, however, 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, you may submit to the Settlement Administrator and the Court a written objection stating your name, address, telephone number, dates of employment with Defendant, the case name and number, and any specific reason in support of your objection. Objections in writing must be mailed to the Settlement Administrator— P.O. Box 7208, Orange, CA 92863 by no later than **February 17, 2026,** to be considered. **Objections that do not include all required information, or that are not timely submitted, might not be considered by the court.**

If you choose to object to the Settlement, you may also appear to speak at the final approval and fairness hearing scheduled for **March 25, 2026, at 10:00 a.m.,** in Department 15 of the Superior Court of the State of California for the County of Los Angeles, located at 111 North Hill Street, California 90012. You have the right to appear at this hearing either in person or through your own attorney, retained at your own expense, whether or not you had submitted a written objection.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in writing in the manner provided above shall have waived any written objection to the Settlement, whether by appeal or otherwise.

The Court may, at the time of the final approval and fairness hearing, have certain social distancing requirements or procedures for attendance at hearings. If you wish to object to the Settlement by speaking at the final approval and fairness hearing, you may contact Class Counsel, whose information is provided below, for more information about the Court's current social distancing procedures. You may also review the Court's website for the most current information.

7. HOW TO UPDATE OR CHANGE YOUR ADDRESS

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator, at **(800) 523-5773** or by email at info@phoenixclassaction.com**,** as soon as possible. **This is important to ensure that future notices and/or the Settlement payment reach you.**

8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED

Within seven (7) calendar days after the Court has held a final and fairness approval hearing and entered a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a copy of that order and final judgment on its website at the following website address:

young-v-pft-alexander.phoenixcases.com

9. IF THE SETTLEMENT IS NOT APPROVED

If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the Settlement may be voided, in which case no money will be paid, and the case will return to litigation. If that happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be upheld if an appeal was filed.

10. QUESTIONS OR COMMENTS

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: **(800) 523-5773** or by e-mail at info@phoenixclassaction.com**.** You may also contact Class Counsel at the addresses or phone numbers listed below.

Lawyers Representing Plaintiff and the Class Members
THE MARKHAM LAW FIRM David R. Markham Lisa Brevard 888 Prospect Street La Jolla, California 92037 Phone: (619) 399-3995 Fax: (619) 615-2067 E: lbrevard@markham-law.com COHELAN KHOURY & SINGER Isam C. Khoury Michael D. Singer Maggie K. Realin 605 C Street, Suite 200 San Diego, CA 92101 Phone: 619) 595-3001 Fax: (619) 595-3000 E: mrealin@ckslaw.com

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE LOS ÁNGELES

CHETERRA YOUNG, a título individual, en nombre propio y en el de todas las personas que se encuentren en situación similar, Demandante, Contra PFT ALEXANDER, INC., una sociedad de California, y Asociados, Demandados.	Caso Número: 23STCV07449 *[Unlimited Jurisdiction]* *Asignado a todos los efectos al* *Honorable Timothy P. Dillon, Dept. 15* **NOTIFICACIÓN DE ACUERDO PROPUESTO DE DEMANDA COLECTIVA**

Este aviso ha sido autorizado por un tribunal. No se trata de una solicitud por parte de un abogado.

AVISO DE PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA

Es posible que usted tenga derecho a recibir un pago del Acuerdo. Lea atentamente este aviso.

Se ha alcanzado un Acuerdo de conciliación de Demanda colectiva (la "Conciliación") entre: **(1)** la Demandante Cheterra Young ("Demandante"), a título individual y en su calidad de representante de un grupo de posibles miembros de la Demanda colectiva que se define a continuación, y como fiscal general privado en nombre del Estado de California; y **(2)** el Demandado PFT Alexander, Inc. ("Demandado"). El Acuerdo resuelve las reclamaciones controvertidas contra el Demandado que surgen de sus prácticas de compensación durante el período comprendido entre el 5 de abril de 2019 y el 30 de julio de 2024 (el "Período de la Demanda colectiva") aplicadas a todas las personas que son o fueron empleadas por el Demandado como empleados no exentos en California durante el Período de la Demanda colectiva ("Miembros de la Demanda colectiva").

El Tribunal ha concedido la aprobación preliminar del Acuerdo y ha ordenado que se le envíe este aviso porque usted puede tener derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta a sus derechos legales.

NO ES NECESARIO REALIZAR NINGUNA ACCIÓN PARA RECIBIR DINERO EN VIRTUD DEL ACUERDO: Si usted es un miembro de la Clase (tal y como se define anteriormente) y ha recibido esta notificación, queda automáticamente incluido en el Acuerdo y no es necesario que realice ninguna otra acción para recibir un pago. Si acepta el importe del Acuerdo, renunciará a las reclamaciones que se describen a continuación.

1. DESCRIPCIÓN DE LA DEMANDA

La Demandante, a título individual y en su calidad de representante de la Clase, y como fiscal general privado en nombre del estado de California, ha interpuesto una Demanda contra el Demandado en el Tribunal Superior del estado de California para el condado de Los Ángeles en el asunto ***Cheterra Young contra PFT Alexander, Inc.***, número de caso **23STCV07449** (la "Demanda"). La Demanda buscaba la recuperación por parte del Demandado de lo siguiente: (1) incumplimiento en el pago de salarios regulares y/o horas extras; (2) incumplimiento en la provisión de períodos de comida; (3) incumplimiento en la provisión de períodos de descanso; (4) incumplimiento en la provisión de declaraciones salariales oportunas y precisas; (5) incumplimiento en el mantenimiento de registros salariales precisos; (6) incumplimiento en el pago de todos los salarios adeudados al momento de la terminación; (7) violación de la Ley de Competencia Desleal de California, Bus. & Prof.; y (8) violaciones de la Ley General de Abogados Privados (la "PAGA") basadas en lo anterior.

El Demandado niega toda responsabilidad, niega todas las alegaciones de la Demanda y ha presentado varias defensas contra las reclamaciones. El Demandado afirma que ha cumplido plenamente con todas las leyes aplicables en materia de salarios y horarios, y sostiene que las sanciones civiles previstas en la Ley PAGA no están justificadas. El Demandado también niega que la Demanda sea susceptible de certificación como Demanda colectiva. El Demandado ha aceptado el Acuerdo únicamente con el fin de resolver esta controversia y evitar un litigio costoso, perturbador y que requiere mucho tiempo.

El Tribunal no se ha pronunciado sobre el fondo del asunto. Al aprobar el Acuerdo y emitir este aviso, el Tribunal *no* está sugiriendo qué parte ganaría o perdería el caso si se llegara a juicio, ni si las reclamaciones son adecuadas para la certificación de la Demanda colectiva. El Acuerdo se alcanzó después de que el Demandado proporcionara amplia información y documentación al abogado de la Demandante, y tras largas negociaciones imparciales y sin colusión entre las Partes, incluida la mediación con un mediador experimentado y respetado en California. En estas negociaciones, ambas partes reconocieron el riesgo sustancial de que el Tribunal fallara en su contra en el juicio y determinaron que el Acuerdo era una forma justa, razonable y adecuada de resolver las reclamaciones en litigio.

La Demandante y los abogados de la Demandante —David R. Markham y Lisa Brevard, del bufete The Markham Law Firm, e Isam C. Khoury, Michael D. Singer y Maggie K. Realin, de Cohelan Khoury & Singer ("abogados de la Demanda colectiva") — apoyan el Acuerdo. Entre las razones para respaldarlo se encuentran las defensas de responsabilidad potencialmente disponibles para el Demandado, el riesgo de denegación de la certificación de la Clase, el riesgo inherente al juicio sobre el fondo del asunto y los retrasos e incertidumbres asociados al litigio.

En virtud del Acuerdo, se certificará la siguiente Clase de Acuerdo conforme a la legislación de California: *todas las personas que sean o hayan sido empleadas por los Demandados como empleados no exentos en California durante el Período de la Clase*. El "Período de la Clase" se define como el período comprendido entre el 5 de abril de 2019 y el 30 de julio de 2024. El Acuerdo prevé un importe bruto de liquidación de $225,000.00, una parte del cual se distribuirá entre los miembros de la Clase en función del número proporcional de semanas trabajadas por los miembros de la Clase durante el periodo de la Clase en relación con el total de semanas trabajadas por todos los miembros de la Clase. A cambio de su parte del importe de la liquidación, se considerará que todos los miembros Participantes de la Clase han eximido al Demandado de responsabilidad en los términos descritos en este aviso.

El 17 de noviembre de 2025, el Tribunal aprobó de forma preliminar el Acuerdo y certificó condicionalmente la Clase del Acuerdo. Se le envía este aviso porque los registros del Demandado indican que usted trabajó para el Demandado durante el Período de la Clase y que cumple con la definición requerida para ser tratado como miembro de la Clase.

2. SI TODAVÍA ESTÁ EMPLEADO POR EL DEMANDADO, ESTE ACUERDO NO AFECTARÁ A SU EMPLEO.

La ley de California prohíbe estrictamente las represalias. Además, la ley prohíbe al Demandado tomar cualquier medida adversa contra cualquier miembro de la Clase, o de otro modo atacar, tomar represalias o discriminar a cualquier miembro de la Clase por su participación o decisión de no participar en el Acuerdo.

3. TÉRMINOS DEL ACUERDO

El Demandado ha acordado pagar $225,000.00 (el "importe bruto del Acuerdo") para resolver las reclamaciones de la Demanda. Las partes acordaron los siguientes pagos con cargo al importe bruto del Acuerdo:

1. **Costes de administración del Acuerdo.** El tribunal ha aprobado que Phoenix Settlement Administrators actúe como "administrador del Acuerdo", que le envía este aviso y desempeñará muchas otras funciones relacionadas con el Acuerdo. En virtud del Acuerdo, se pagarán hasta $3,773.88 del importe bruto del Acuerdo para sufragar los costes de administración del Acuerdo.
2. **Honorarios y gastos de los abogados.** Los abogados de la Clase han estado llevando adelante la Demanda en nombre de los miembros de la Clase con base en honorarios contingentes (es decir, sin recibir ningún pago hasta la fecha) y han estado pagando todos los costos y gastos del litigio. Hasta la fecha, las partes han litigado enérgicamente muchos aspectos del caso, incluyendo la investigación, los esfuerzos por llegar a un Acuerdo y una sesión de mediación. El Tribunal determinará la cantidad real que se concederá a los abogados de la Clase en concepto de honorarios, que se pagará con cargo al importe bruto del Acuerdo. Los miembros de la Clase no son personalmente responsables de los honorarios ni gastos de los abogados de la Clase. Los abogados de la Clase solicitarán unos honorarios que no superarán un tercio del importe bruto del Acuerdo (es decir, hasta $75,000.00) como compensación razonable por el trabajo que han realizado y seguirán realizando en la Demanda. Los abogados de la Clase también solicitarán el reembolso de hasta $7,500.00 por los gastos en que hayan incurrido en relación con la Demanda.
3. **Pago por servicios al representante de la Clase.** El abogado de la Clase solicitará al tribunal que conceda un pago por servicios a la Demandante por un importe de $10,000.00 a Cheterra Young para compensarla por sus esfuerzos en nombre de los miembros de la Clase en la Demanda, incluida la asistencia en la investigación y el asesoramiento al abogado de la Clase, así como el suministro de documentos cruciales al abogado de la Clase. La Demandante también puede recibir una parte del Acuerdo como miembro de la Clase.
4. **Pago PAGA.** Las partes han acordado una suma razonable que se pagará como Acuerdo de las reclamaciones PAGA incluidas en la Demanda, que asciende a $11,250.00. El pago PAGA debe ser aprobado por el Tribunal de conformidad con la sección 2699 del Código Laboral y se distribuirá de la siguiente manera: el setenta y cinco por ciento (75 %) (es decir, $8,437.50) a la LWDA y el veinticinco por ciento (25 %) (es decir, $2,812.50) a las personas que entran en la definición de "empleado agraviado" a efectos del Acuerdo (es decir, todas las personas que están o estaban empleadas por los Demandados como empleados no exentos en California durante el Período PAGA). El "período PAGA" se define a estos efectos como el período comprendido entre el 5 de abril de 2022 y el 30 de julio de 2024.

Tras deducir las cantidades anteriores, el saldo del importe del Acuerdo constituirá el "importe neto del Acuerdo" que se distribuirá entre los miembros de la Clase.

4. DISTRIBUCIÓN DEL ACUERDO A LOS MIEMBROS DE LA CLASE

Cada miembro elegible de la Clase que no solicite la exclusión del Acuerdo se considerará un "miembro participante de la Clase" y recibirá una parte del importe neto del Acuerdo, que se distribuirá a prorrata en función del número proporcional de semanas trabajadas por cada miembro de la Clase durante el período de la Clase (el "importe individual del Acuerdo"). Si algún miembro de la Clase solicita la exclusión del Acuerdo, su parte se distribuirá entre los demás miembros participantes de la Clase.

El veinte por ciento (20 %) de cada Importe del Acuerdo Individual constituirá un pago en forma de salario (y a cada Participante de la Clase se le expedirá un formulario W-2 del IRS por dicho pago), y el ochenta por ciento (80 %) de cada Importe del Acuerdo Individual constituirá sanciones e intereses (y a cada Participante de la Clase se le expedirá un formulario 1099 del IRS por dicho pago).

El Demandado, o sus apoderados, realizará todas las deducciones habituales y acostumbradas de los pagos de la cantidad del Acuerdo individual que se distribuyan como salarios, incluyendo, entre otras, la retención de impuestos estatales y federales, las primas por discapacidad y las primas del seguro de desempleo. No se realizará ninguna deducción de la distribución de intereses o sanciones; sin embargo, se declarará en el formulario 1099 del IRS como ingresos. Los miembros Participantes de la Clase son responsables del tratamiento fiscal adecuado de su importe de liquidación individual. El administrador del Acuerdo, el Demandado y su abogado, así como el abogado de la Clase, no pueden proporcionar asesoramiento fiscal. Por consiguiente, los miembros de la Clase deben consultar con sus asesores fiscales sobre las consecuencias fiscales y el tratamiento de los pagos que reciban en virtud del Acuerdo.

Las semanas laborales que trabajó para el Demandado durante el Período de la Demanda colectiva se calcularán según los registros del Demandado. Si considera que no se le ha acreditado el número correcto de semanas laborales trabajadas durante el Período de la Demanda colectiva, puede presentar pruebas al Administrador del Acuerdo antes del **17 de febrero de 2026**, junto con la documentación que acredite el número de semanas laborales que afirma haber trabajado realmente durante el Período de la Demanda colectiva. **La documentación enviada al Administrador del Acuerdo no se devolverá ni se conservará, por lo que *no* envíe originales.** Las Partes y el Administrador del Acuerdo evaluarán sin demora las pruebas presentadas y discutirán de buena fe cuántas semanas laborales deben acreditarse. El Administrador del Acuerdo tomará la decisión final sobre cuántas semanas laborales se acreditan e informará del resultado al Participante en la Clase.

Los cheques del Acuerdo se enviarán por correo a todos los participantes de la Clase después de que el tribunal apruebe definitivamente el Acuerdo y se dicte la sentencia.

5. <u>LA EXENCIÓN DE RECLAMACIONES</u>

Si el Tribunal aprueba el Acuerdo, dictará sentencia y el Acuerdo será vinculante para todos los Participantes de la Clase. A partir de ese momento, los Participantes de la Clase no podrán presentar ninguna "Reclamación exonerada" contra las "Partes exoneradas", tal y como se definen estos términos a continuación.

Las "Partes exoneradas" son el Demandado PFT Alexander, Inc. y cualquiera de sus matrices, miembros corporativos, filiales, divisiones y empresas afiliadas, tanto actuales como anteriores, así como sus respectivos directivos, consejeros, empleados, socios, accionistas, agentes, aseguradoras, sucesores, cesionarios y representantes legales.

Las "Reclamaciones Exoneradas", que incluyen la exoneración de las reclamaciones de Clase que surgieron durante el período de Clase y las reclamaciones PAGA que surgieron durante el período PAGA, son aquellas reclamaciones que surgen de o están relacionadas con las alegaciones expuestas en la Demanda y/o la notificación PAGA a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California, incluyendo: (a) todas y cada una de las reclamaciones por no proporcionar períodos de comida y/o pagar primas por comida en su lugar, tal y como se exige en las secciones 512 y 226.7 del Código Laboral; (b) todas y cada una de las reclamaciones por no autorizar y permitir descansos y/o pagar primas por descanso en su lugar, tal y como se exige en la sección 226.7 del Código Laboral; (c) todas y cada una de las reclamaciones por horas extras no pagadas, salarios mínimos o salarios regulares, incluyendo, entre otras, las reclamaciones que aleguen el incumplimiento del pago por trabajo "fuera de horario" y/o el incumplimiento del pago de horas extras según las secciones 510(a), 1194, 1197 y 1198 del Código Laboral; (d) todas y cada una de las reclamaciones por incumplimiento de la obligación de llevar registros precisos de nóminas según la sección 1174 del Código Laboral; (e) todas y cada una de las reclamaciones derivadas de las reclamaciones enumeradas anteriormente en los subpárrafos (a) a (d) por incumplimiento de la obligación de proporcionar nóminas detalladas precisas de conformidad con la sección 226 del Código Laboral, incluidas las reclamaciones asociadas por sanciones en virtud de la sección 226(e) del Código Laboral; (f) todas y cada una de las reclamaciones derivadas de las reclamaciones enumeradas anteriormente en los subpárrafos (a) a (d) por no proporcionar los salarios a su vencimiento tras la separación del empleo, de conformidad con las secciones 201-203 del Código Laboral; (g) todas y cada una de las reclamaciones por infracción de la Ley de Competencia Desleal (Código de Negocios y Profesiones, sección 17200 y siguientes), y (h) todas y cada una de las reclamaciones por honorarios y costas de abogados. No se eximen otras reclamaciones que no sean las reclamaciones específicamente alegadas en la Demanda operativa de la Demanda. La exención de estas reclamaciones entrará en vigor en la fecha en que se financie íntegramente el Acuerdo.

El Acuerdo *no* exime al Demandado ni a ninguna persona, parte o entidad de las reclamaciones, si las hubiera, de los Miembros de la Clase por indemnizaciones por accidentes de trabajo, desempleo o prestaciones por discapacidad de cualquier naturaleza. Tampoco exime de ninguna reclamación, acción o causa de acción que puedan tener los Miembros de la Clase en virtud de las leyes estatales o federales contra la discriminación, incluyendo, sin limitación, la Ley de Igualdad en el Empleo y la Vivienda de California (Código de Gobierno, §§ 12900-12996); la Ley de Derechos Civiles Unruh (Código Civil, § 51); la Constitución de California; el Título VII de la Ley de Derechos Civiles de 1964 (42 U.S.C. § 2000 y siguientes); la Ley de Estadounidenses con Discapacidades (42 U.S.C. § 12101 y siguientes); la Ley de Seguridad de los Ingresos de Jubilación de los Empleados de 1974 (29 U.S.C. § 1001 y siguientes); y todas sus normas de aplicación y directrices interpretativas.

Se considerará que los miembros de la Clase que no soliciten la exclusión del Acuerdo han reconocido y aceptado que sus reclamaciones por salarios y sanciones en la Demanda son objeto de controversia, y que los pagos del Acuerdo constituyen el pago de todas las sumas que supuestamente se les adeudan. Se considerará que los miembros de la Clase han reconocido y aceptado que la sección 206.5 del Código Laboral de California no es aplicable a los pagos del Acuerdo. Dicha sección establece en la parte pertinente lo siguiente:

> "Un empleador no exigirá la firma de una renuncia a una reclamación o derecho por concepto de salarios adeudados, que vayan a adeudarse o que se hayan adelantado sobre los salarios que se vayan a ganar, a menos que se haya efectuado el pago de dichos salarios".

6. <u>SUS OPCIONES</u>

6.1. NO HACER NADA Y RECIBIR SU PARTE DEL ACUERDO

Si no hace nada, se le incluirá automáticamente como miembro participante de la Clase en el Acuerdo y recibirá un pago del Acuerdo. *No* tiene que realizar ninguna otra acción para recibir su pago del Acuerdo. Sin embargo, es responsabilidad de todos los miembros de la Clase asegurarse de que el administrador del Acuerdo tenga su dirección actual en sus archivos, o es posible que no reciba información importante o el pago del Acuerdo. El importe estimado de su pago del Acuerdo si no hace nada se incluye en el *formulario de participación en el Acuerdo de la Demanda colectiva* adjunto.

6.2. SOLICITAR SU EXCLUSIÓN DE LA CLASE Y DEL ACUERDO

Si ***no*** desea participar en la parte de la Demanda colectiva del Acuerdo (el "Acuerdo Colectivo"), puede excluirse (es decir, optar por no participar en el Acuerdo Colectivo) enviando al Administrador del Acuerdo una carta o tarjeta con matasellos no posterior al **17 de febrero de 2026,** en la que solicite específicamente la exclusión del Acuerdo Colectivo en este caso. La solicitud de exclusión debe incluir su nombre, dirección, número de teléfono y firma, y debe indicar lo siguiente:

> "Deseo ser excluido de la Clase del Acuerdo en el caso *Cheterra Young contra PFT Alexander, Inc.* Entiendo que si solicito ser excluido de la Clase del Acuerdo, no recibiré ningún dinero del Acuerdo de esta Demanda y no renunciaré a ninguna reclamación que pueda tener".

Envíe la solicitud de exclusión directamente al administrador del Acuerdo a la siguiente dirección antes del **17 de febrero de 2026**:

Administrador del Acuerdo, P.O. Box 7208, Orange, CA 92863

Cualquier persona que presente una solicitud de exclusión del Acuerdo colectivo dentro del plazo establecido dejará de ser miembro del colectivo, no podrá participar en el Acuerdo colectivo y no recibirá ningún beneficio de la parte del Acuerdo correspondiente a la Demanda colectiva. Si desea recibir una confirmación de la recepción de su solicitud de exclusión, envíela por correo certificado de los Estados Unidos, con acuse de recibo, o póngase en contacto con el administrador del Acuerdo.

Es **importante** destacar que los miembros de la Clase que soliciten la exclusión del Acuerdo colectivo de manera oportuna y válida *no* quedarán excluidos de su parte del pago PAGA. La solicitud de exclusión del Acuerdo colectivo se aplica únicamente al derecho de los miembros de la Clase a la parte del Acuerdo correspondiente a la Demanda colectiva y no a su derecho al pago PAGA. Si solicita la exclusión del Acuerdo colectivo, seguirá teniendo derecho a su parte, si la hubiera, del pago PAGA.

6.3. OPONERSE AL ACUERDO

Tiene derecho a objetar los términos del Acuerdo si no solicita la exclusión. Sin embargo, si el Tribunal rechaza su objeción, seguirá estando obligado por los términos del Acuerdo. Si desea oponerse al Acuerdo, o a cualquier parte del mismo, puede presentar al Administrador del Acuerdo y al Tribunal una objeción por escrito en la que indique su nombre, dirección, número de teléfono, fechas de empleo con el Demandado, el nombre y número del caso, y cualquier motivo específico que justifique su objeción. Las objeciones por escrito deben enviarse por correo al Administrador del Acuerdo: P.O. Box 7208, Orange, CA 92863, a más tardar el **17 de febrero de 2026,** para que sean consideradas**. Es posible que el tribunal no considere las objeciones que no incluyan toda la información requerida o que no se presenten a tiempo.**

Si decides oponerte al Acuerdo, también puedes comparecer para hablar en la audiencia de aprobación definitiva y equidad programada para el **25 de marzo de 2026, a las 10:00 a.m.,** en el Departamento 15 del Tribunal Superior del Estado de California para el Condado de Los Ángeles, ubicado en 111 North Hill Street, California 90012. Tiene derecho a comparecer en esta audiencia, ya sea en persona o a través de su propio abogado, contratado por su cuenta, independientemente de si ha presentado una objeción por escrito.

Si se opone al Acuerdo, seguirá siendo miembro de la Clase, y si el Tribunal aprueba el Acuerdo, recibirá el pago y quedará vinculado por los términos del Acuerdo de la misma manera que los miembros de la Clase que no se opongan. Cualquier miembro de la Clase que no se oponga por escrito de la manera indicada anteriormente habrá renunciado a cualquier objeción por escrito al Acuerdo, ya sea mediante apelación o de otro modo.

El Tribunal puede, en el momento de la Audiencia de Aprobación Definitiva y equidad, establecer ciertos requisitos o procedimientos de distanciamiento social para la asistencia a las audiencias. Si desea oponerse al Acuerdo interviniendo en la Audiencia de Aprobación Definitiva y equidad, puede ponerse en contacto con el Abogado de la Clase, cuya información se proporciona a continuación, para obtener más información sobre los procedimientos de distanciamiento social actuales del Tribunal. También puede consultar el sitio web del Tribunal para obtener la información más actualizada.

7. CÓMO ACTUALIZAR O CAMBIAR SU DIRECCIÓN

Si se muda después de recibir esta notificación o si se ha enviado a una dirección incorrecta, póngase en contacto con el administrador del Acuerdo, en **(800) 523-5773** o por correo electrónico en info@phoenixclassaction.com**,** lo antes posible. **Esto es importante para garantizar que le lleguen las futuras notificaciones y/o el pago del Acuerdo.**

8. NOTIFICACIÓN DE LA SENTENCIA DEFINITIVA SI SE APRUEBA EL ACUERDO

En un plazo de siete (7) días naturales después de que el Tribunal haya celebrado una audiencia de aprobación definitiva y haya dictado una orden final aprobando el Acuerdo, si así lo decide, el Administrador del Acuerdo publicará una copia de dicha orden y de la sentencia definitiva en su sitio web, en la siguiente dirección:

young-v-pft-alexander.phoenixcases.com

9. SI NO SE APRUEBA EL ACUERDO

Si el Acuerdo no es aprobado por el Tribunal, o si no se cumple alguna de sus condiciones, el Acuerdo podrá ser anulado, en cuyo caso no se pagará ningún dinero y el caso volverá a litigio. Si eso ocurre, no hay garantía de que: **(1)** el tribunal certifique la Clase; **(2)** cualquier decisión en el juicio sea favorable a los miembros de la Clase; **(3)** una decisión en el juicio, si la hubiera, sea tan favorable a los miembros de la Clase como el Acuerdo; o **(4)** cualquier decisión favorable en el juicio se mantenga si se presenta una apelación.

10. PREGUNTAS O COMENTARIOS

POR FAVOR, NO LLAME NI SE PONGA EN CONTACTO CON EL TRIBUNAL. Si tiene alguna pregunta sobre el Acuerdo, puede ponerse en contacto con el administrador del Acuerdo en el **(800) 523-5773** o por correo electrónico en info@phoenixclassaction.com**.** También puede ponerse en contacto con los abogados de la Clase en las direcciones o números de teléfono que se indican a continuación.

Abogados que representan a la Demandante y a los miembros de la Clase
THE MARKHAM LAW FIRM David R. Markham Lisa Brevard 888 Prospect Street La Jolla, California 92037 Tel.: (619) 399-3995 Fax: (619) 615-2067 E: lbrevard@markham-law.com **COHELAN KHOURY & SINGER** Isam C. Khoury Michael D. Singer Maggie K. Realin 605 C Street, Suite 200 San Diego, CA 92101 Tel.: 619) 595-3001 Fax: (619) 595-3000 E: mrealin@ckslaw.com

CLASS ACTION SETTLEMENT SHARE FORM

Cheterra Young v. PFT Alexander, Inc.,
Case Number 23STCV07449
Superior Court of the State of California for the County of Los Angeles

The proposed class action settlement agreement (the "Settlement") described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendant PFT Alexander, Inc. ("Defendant") arising out of its compensation practices during the period from April 5, 2019, through July 30, 2024 (the "Class Period") as applied to all individuals who are or were employed by Defendant as non-exempt employees in California during the Class Period ("Class Members").

You are receiving this form because you are believed to be a Class Member. **According to Defendant's records, you worked «Total_Weeks» workweeks for Defendant during the Class Period. Accordingly, your share of the Settlement is currently estimated to be «ESA_Before_Paga»**, which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. Your PAGA payment is estimated to be «PAGA_Amount».

You do not need to do anything to receive money under the Settlement.

If you believe the information provided above as to the number of your workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **February 17, 2026,** at:

Phoenix Settlement Administrators
P.O. Box 7208, Orange, CA 92863

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **February 17, 2026**.

Do not send originals; documentation sent to the claims administrator will not be returned or preserved.

NOTE REGARDING RESPONSE DEADLINES:

The 60-day deadline for you to opt out of the Settlement, object to the Settlement, or submit a dispute to the number of workweeks being credited to you may be extended if your Notice was initially returned to the Settlement Administrator as undeliverable and, as a result, the Settlement Administrator re-mailed this Notice to you later. In such a case, you will have up to 15 calendar days from the date of the re-mailing to submit your response, even if that falls beyond the regular 60-day deadline.

«PSA_ID»

FORMULARIO DE PARTICIPACIÓN EN EL ACUERDO DE DEMANDA COLECTIVA

Cheterra Young contra PFT Alexander, Inc.
Número de caso 23STCV07449
Tribunal Superior del Estado de California para el Condado de Los Ángeles

El Acuerdo de conciliación de la Demanda colectiva propuesto (el "Acuerdo") que se describe en la *Notificación de Acuerdo de conciliación de Demanda colectiva propuesta* adjunta resuelve las reclamaciones en litigio contra el Demandado PFT Alexander, Inc. (el "Demandado") derivadas de sus prácticas de remuneración durante el período comprendido entre el 5 de abril de 2019 y el 30 de julio de 2024 (el "Período de la Clase") aplicadas a todas las personas que son o fueron empleadas por el Demandado como empleados no exentos en California durante el Período de la Clase ("Miembros de la Clase").

Usted recibe este formulario porque se cree que es un miembro de la Clase. **Según los registros del Demandado, usted trabajó «Total_Weeks» semanas laborales para el Demandado durante el período de la Clase. En consecuencia, su parte del Acuerdo se estima actualmente en «ESA_Before_Paga»**, que es una estimación de la parte que le corresponde del Importe Neto del Acuerdo, tal y como se define este término en la *Notificación de Propuesta de Acuerdo de Demanda Colectiva* adjunta. Su parte estimada del Acuerdo puede aumentar en función de factores como, entre otros, el número de Miembros de la Clase que se hayan excluido efectivamente del Acuerdo. Se estima que su pago PAGA será de «PAGA_Amount».

No es necesario que haga nada para recibir el dinero del Acuerdo.

Si cree que la información proporcionada anteriormente sobre el número de semanas laborales es incorrecta y desea disputarla, póngase en contacto con el administrador del Acuerdo antes del **17 de febrero de 2026** en:

Phoenix Settlement Administrators
P.O. Box 7208, Orange, CA 92863

Si impugna la información indicada anteriormente, prevalecerá la información que el Demandado haya proporcionado al administrador del Acuerdo, a menos que pueda aportar documentación que demuestre lo contrario. Cualquier impugnación, junto con la documentación justificativa, deberá tener un matasellos con fecha no posterior al **17 de febrero de 2026**.

No envíe originales; la documentación enviada al administrador de reclamaciones no se devolverá ni se conservará.

NOTA SOBRE LOS PLAZOS DE RESPUESTA:

El plazo de 60 días para excluirse del Acuerdo, oponerse al mismo o presentar una disputa sobre el número de semanas laborales que se le acreditan puede ampliarse si su Notificación fue devuelta inicialmente al Administrador del Acuerdo por no poder entregarse y, como resultado, el Administrador del Acuerdo le volvió a enviar esta Notificación más tarde. En tal caso, dispondrá de un plazo de hasta 15 días naturales a partir de la fecha del reenvío para enviar su respuesta, incluso si ello supera el plazo habitual de 60 días.

Exhibit B

CLASS ACTION ADMINISTRATION SOLUTIONS

May 29, 2024

CASE ASSUMPTIONS	
Class Members	60
Opt Out Rate	1%
Opt Outs Received	4
Total Class Claimants	56
Subtotal Admin Only	**$3,773.88**

Flat Fee Total **$3,773.88**

For 60 Class Members

Pricing Good for Scope of Estimate Only

Uncashed Checks to Cy-Pres Included

Case: PFT Alexander, Inc., Opt-Out Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Matthew Atlas
Firm: Cohelan, Khoury & Singer
Contact Number: (619) 595-3001
Email: matlas@ckslaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on **60** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$100.00	1	$100.00
Programming Database & Setup	$100.00	1	$100.00
Toll Free Setup*	$100.00	1	$100.00
Call Center & Long Distance	$2.00	8	$16.80
NCOA (USPS)	$12.00	1	$12.00
		Total	**$328.80**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Website			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$100.00	2	$200.00
Data Merge & Duplication Scrub	$0.10	60	$6.00
Notice Packet & Opt-Out Form	$1.30	60	$78.00
Estimated Postage (up to 2 oz.)*	$0.64	60	$38.40
Static Website	$200.00	1	$200.00
		Total	**$522.40**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	1	$55.00
Skip Tracing Undeliverables	$1.00	9	$9.00
Remail Notice Packets	$1.45	6	$8.70
Estimated Postage	$0.87	6	$5.22
Programming Undeliverables	$50.00	1	$50.00
		Total	**$127.92**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Database	$150.00	1	$150.00
Non Opt-Out Processing	$100.00	1	$100.00
Case Associate	$55.00	3	$165.00
Deficiency & Dispute Letters	$10.00	4	$40.00
Case Manager	$85.00	1	$85.00
		Total	**$540.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	1	$135.00
Mail Class Checks *	$0.90	56	$50.40
Estimated Postage	$0.64	56	$35.84
		Total	**$721.24**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for dowloading tax forms from PHX secure portal

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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$115.00	1	$115.00
Remail Checks (Postage Included)	$2.00	12	$23.52
Case Associate	$55.00	2	$110.00
Reconcile Uncashed Checks	$85.00	2	$170.00
Conclusion Reports	$115.00	1	$115.00
Case Manager Conclusion	$85.00	1	$85.00
Final Reporting & Declarations	$115.00	1	$115.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$800.00	1	$800.00
Check to Cy-Pres	$150.00	1	Included
		Total	**$1,533.52**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$3,773.88**

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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.