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Attorneys for Plaintiffs Toby Lanzarin and Anthony Mixon and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

TOBY LANZARIN, individually, and on behalf of other members of the general public similarly situated, and ANTHONY MIXON, individually, and on behalf of other members of the general public similarly situated and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiffs,

vs.

BUILDING MATERIAL DISTRIBUTORS, INC., a California corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 34-2022-00330343-CU-OE-GDS

Honorable Jill H. Talley
Department 23

DECLARATION OF CASSANDRA POLITES OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Date: October 10, 2025
Time: 9:00 a.m.
Dept.: 23

Complaint Filed: November 23, 2022
FAC Filed: February 4, 2025
Trial Date: Not Set

I, Cassandra Polites, declare as follows:

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

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

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) translating the mailing documents into Spanish; (b) printing and mailing the *Notice of Class Action Settlement,* in both English and Spanish (referred to as "Class Notice"); (c) receiving and processing Requests for Exclusion, Notices of Objection, and Disputes; (d) establishing a QSF account and calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (ji performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On May 9, 2025, ILYM Group received the Court approved text for the Class Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which was approved by the Parties' Counsel prior to mailing.

5. On May 27, 2025, ILYM Group received the Class List file from Defendant's Counsel, which contained the full name, Social Security number, last known mailing address, and the dates worked for Defendant for each Class Member and PAGA Employee. The Class List file was uploaded to our database and checked for duplicates and other possible discrepancies. The Class List contained unique records for 397 individuals identified as Class Members who worked a total of 40,221 Workweeks. Accordingly, the Escalator Clause was not triggered.

6. As part of the preparation for mailing, all 397 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. To the extent that no updated address was found in the NCOA database, the original address provided by Defendant's Counsel was used for the mailing of the Class Notice.

7. On June 24, 2025, the Class Notice was mailed, in both English and Spanish, via U.S First Class Mail, to all 397 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Class Notice.

8. As of the date of this declaration, 38 Class Notices have been returned to our office of which 8 were returned with a forwarding address. ILYM Group performed a computerized skip trace on the 30 returned Class Notices that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. As a result of this skip trace, 21 updated addresses were obtained and the Class Notices were promptly re-mailed to those Class Members, via U.S. First Class Mail. As of the date of this declaration, a total of 9 Class Notices have been deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

9. As of the date of this declaration, ILYM Group has not received any Requests for Exclusion. The Response Deadline was August 23, 2025.

10. As of the date of this declaration, ILYM Group has not received any Notices of Objection. The Response Deadline was August 23, 2025.

11. As of the date of this declaration, ILYM Group has not received any Disputes. The Response Deadline was August 23, 2025.

12. The Net Settlement Amount available to Settlement Class Members is estimated to be $919,716.67 and was calculated by subtracting the requested attorneys' fees $583,333.33, the maximum amount allocated for litigation costs and expenses $18,000.00, the requested Enhancement Payments $20,000.00, the requested Settlement Administration Costs $8,950.00, and the PAGA Amount $200,000.00.

13. As of this date, there are 397 Class Members who did not submit a timely and valid Request for Exclusion and are therefore deemed to be Settlement Class Members. The Net Settlement Amount is allocated on a *pro rata* basis using their number of Workweeks worked.

14. The *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to be approximately $6,494.11, the *average* Individual Settlement Share is currently estimated to be approximately $2,316.67, and the *lowest* Individual Settlement Share is currently estimated to be approximately $22.87. These amounts are subject to employee-side tax and withholdings.

15. Pursuant to the Settlement Agreement, 25% of the PAGA Amount ($50,000.00) will be allocated to PAGA Employees ("PAGA Employee Amount"). PAGA Employees cannot opt out of the PAGA Settlement. The PAGA Employee Amount is allocated on a *pro rata* basis using their number of PAGA Pay Periods. There are 227 PAGA Employees who worked 6,837 PAGA Pay Periods during the PAGA period.

16. The *highest* Individual PAGA Payment to a PAGA Employee is currently estimated to be approximately $482.67, the *average* Individual PAGA Payment is currently estimated to be approximately $220.26, and the *lowest* Individual PAGA Payment is currently estimated to be approximately $7.31.

17. ILYM Group's total fees and costs for services in connection with the administration of the Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and

costs for completion of the settlement administration, are $8,950.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform. Attached hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's quote.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 5th day of September 2025, at Tustin, California.

CASSANDRA POLITES

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Toby Lanzarin, et al. v. Building Material Distributors, Inc.
Superior Court of California for the County of Sacramento, Case No. 34-2022-00330343-CU-OE-GDS

PLEASE READ THIS CLASS NOTICE CAREFULLY.
You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.
You do not need to take any action to receive a settlement payment.
This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Toby Lanzarin and Anthony Mixon (together, "Plaintiffs") and Defendant Building Material Distributors, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court Case No. 34-2022-00330343-CU-OE-GDS ("Action"), which may affect your legal rights. On May 20, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on October 10, 2025, at 9:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"**Class Period**" means the period from November 23, 2018 through May 7, 2024.

"**Class Settlement**" means the settlement and resolution of all Released Class Claims.

"**PAGA Employee(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"**PAGA Period**" the period from May 30, 2022 through May 7, 2024.

"**PAGA Settlement**" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On November 23, 2022, Plaintiff Lanzarin commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On May 30, 2023, Plaintiff Mixon provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff Mixon contends were violated ("PAGA Letter"). On February 4, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action, which added Plaintiff Mixon as a named plaintiff, a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA"), and causes of action under the Fair Labor Standards Act ("FLSA").

No court or jury has made any determination as to the merits of Plaintiffs' claims, or that this case is appropriate to pursue as a class or representative action. Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under PAGA. Plaintiffs also contend that Defendant failed to properly pay minimum and overtime wages pursuant to FLSA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law. Defendant contends that it has properly paid all minimum and overtime wages, provided compliant meal and rest breaks, timely paid wages upon termination of employees' employment, reimbursed business expenses, and furnished accurate wage statements. Defendant further maintains that class and representative treatment for this claim is inappropriate except for settlement purposes.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On May 20, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Toby Lanzarin and Anthony Mixon as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Defendant is represented by the following attorneys:

Eugene C. Ryu
Penny Chen Fox
Jessica S. Kang
Lauren E. Elvick
K&L GATES LLP
10100 Santa Monica Boulevard, Eighth Floor
Los Angeles, California 90067
Tel: (310) 552-5000 / (310) 552-5001

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Seven Hundred Fifty Thousand Dollars and Zero Cents ($1,750,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed 1/3 of the Gross Settlement Amount (i.e., $583,333.33 if the Gross Settlement Amount is $1,750,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Eighteen Thousand Dollars and Zero Cents ($18,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) each to Plaintiffs (total, $20,000.00); (3) the amount of Two Hundred Thousand Dollars and Zero Cents ($200,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% ($150,000.00) ("LWDA Payment") and the remaining 25% ($50,000.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Eleven Thousand Dollars and Zero Cents ($11,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member performed work for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). In order to qualify as a Workweek, the Class Member must have performed work on at least one day in that week during the Class Period. The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each

Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of Pay Periods each PAGA Employee performed work for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("PAGA Pay Periods"). A Pay Period is defined as a bi-weekly pay period during which an hourly-paid and/or non-exempt employee performed work on at least one day in that bi-weekly period within the PAGA Period. The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From November 23, 2018 through May 7, 2024 (i.e., the Class Period), you are credited as having worked 64 Workweeks.**
- **From May 30, 2022 through May 7, 2024 (i.e., the PAGA Period), you are credited as having worked 16 PAGA Pay Periods.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Lanzarin, et al. v. Building Material Distributors, Inc.*, Case No. 34-2022-00330343-CU-OE-GDS); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before August 23, 2025**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be $1,460.20. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $117.01 and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims, except that only those Settlement Class Members who cash or deposit their Individual Settlement Payment check shall be deemed to opt-in to the settlement and release of the Released Class Claims that arise under the FLSA.

Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were pleaded or that could have been pleaded based on the same or similar factual allegations as those alleged in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include but are not limited to claims for Defendant's alleged failure to pay overtime and minimum wages (including, but not limited to, payment of minimum wages and overtime wages at the regular rate of pay for off-the-clock work during meal periods), provide compliant meal and rest periods and associated premium payments, timely pay wages upon termination, provide accurate wage statements, and reimburse necessary business-related expenses (including, but not limited to, the purchase of work pants, steel-toe boots, safety gloves, and the usage of personal cell phones for work-related purposes) in violation of California Labor Code Sections 201, 202, 203, 210, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code Sections 17200, *et seq*., Fair Labor Standards Act 29 U.S.C. Section 206, Fair Labor Standards Act 29 U.S.C. Section 207, and any claims for injunctive relief, declaratory relief, restitution, Federal Labor Standards Act, fraudulent business practices, or punitive damages alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the Operative Complaint.

"Released PAGA Claims" means any and all claims pleaded or that could have been pleaded based on the same or similar factual allegations as those alleged in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2699(g)(1), 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

"Released Parties" means Defendant and its past and present direct or indirect parents, subsidiaries, predecessors, successors, and affiliates as well as each of their past and present officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $583,333.33 if the Gross Settlement Amount is $1,750,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Eighteen Thousand Dollars and Zero Cents ($18,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Ten Thousand Dollars and Zero Cents ($10,000.00) ("Enhancement Payment") each (total, $20,000.00), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payment and/or Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars and Zero Cents ($11,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

A Request for Exclusion must: (a) contain the case name and number of the Action (*Lanzarin, et al. v. Building Material Distributors, Inc.*, Case No. 34-2022-00330343-CU-OE-GDS); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before August 23, 2025**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. PAGA Employees cannot opt out of the PAGA Settlement.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Lanzarin, et al. v. Building Material Distributors, Inc.*, Case No. 34-2022-00330343-CU-OE-GDS); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before August 23, 2025**.

The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding their objection, regardless of whether they have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Sacramento County Superior Court, located at Gordon D. Schaber Superior Court, 720 Ninth Street, Sacramento, California 95814, on October 10, 2025, at 9:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

To appear remotely please use the following:

Department 23
To join by Zoom link: https://saccourt-ca-gov.zoomgov.com/my/sscdept23- external link
To join by Room: Dept23a
To join by phone dial: (833) 568-8864 ID 16108301121

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting the Civil Records Unit in the Gordon D. Schaber Sacramento County Courthouse, Room 102 (Window 16) or by online by visiting the Public Portal at the following website: https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 250-6810

AVISO DE ACUERDO DE ACCIÓN DE DEMANDA COLECTIVA

Toby Lanzarin, y otros. v. Building Material Distributors, Inc.
Corte Superior de California para el Condado de Sacramento, Caso No. 34-2022-00330343-CU-OE-GDS

POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE.
Usted ha recibido este Aviso Colectivo porque los registros del Demandado indican que usted puede ser elegible para tomar parte en un acuerdo de acción de demanda colectiva alcanzado en el caso antes referenciado.
Usted no necesita tomar alguna acción para recibir un pago del acuerdo.
Este Aviso Colectivo está diseñado para aconsejarle a usted de sus derechos y opciones con respecto al acuerdo, y cómo usted puede solicitar ser excluido del Acuerdo Colectivo, objetar al Acuerdo Colectivo y/o disputar el número de Semanas de Trabajo y/o Periodos de Pago bajo la PAGA con el que usted es acreditado, si usted así lo elige.

A USTED SE LE NOTIFICA QUE: Un acuerdo de acción de demanda colectiva y representativa ha sido alcanzado entre los Demandantes, Toby Lanzarin y Anthony Mixon (en conjunto, los "Demandantes"), y el Demandado, Building Material Distributors, Inc. (el "Demandado") (los Demandantes y el Demandado se refieren colectivamente como las "Partes") en el caso titulado *Toby Lanzarin, y otros. v. Building Material Distributors, Inc.*, Caso de la Corte Superior del Condado de Sacramento No. 34-2022-00330343-CU-OE-GDS (la "Acción"), el cual puede afectar sus derechos legales. El 20 de Mayo del 2025, la Corte otorgó aprobación preliminar del acuerdo y programó una audiencia para el 10 de Octubre del 2025 a las 9:00 a.m. (la "Audiencia de Aprobación Final") para determinar si la Corte debe otorgar aprobación final o no del acuerdo.

II. DEFINICIONES IMPORTANTES

El "**Grupo**" o "**Miembro del Grupo**" significan todos los empleados y exempleados pagados por hora y/o no exentos quienes trabajaron para el Demandado dentro del Estado de California en cualquier momento durante el Periodo del Grupo.

El "**Periodo del Grupo**" significa el periodo entre el 23 de Noviembre del 2018 hasta el 7 de Mayo del 2024.

El "**Acuerdo Colectivo**" significa el acuerdo y la resolución de los Reclamos Exonerados del Grupo.

Los "**Empleados bajo la PAGA**" significan todos los empleados y exempleados pagados por hora y/o no exentos quienes trabajaron para el Demandado dentro del Estado de California en cualquier momento durante el Periodo bajo la PAGA.

El "**Periodo bajo la PAGA**" significa desde el 30 de Mayo del 2022 hasta el 7 de Mayo del 2024.

El "**Acuerdo bajo la PAGA**" significa el acuerdo y la resolución de todos los Reclamos Exonerados bajo la PAGA.

VII. ANTECEDENTES DE LA ACCIÓN

El 23 de Noviembre del 2022, el Demandante, Lanzarin, comenzó una acción de demanda colectiva putativa al presentar un Reclamo de Acción de Demanda Colectiva por Daños en la Acción. El 30 de Mayo del 2023, el Demandante, Mixon, brindó un aviso a la Agencia de Desarrollo de Trabajo y Fuerza Laboral (la "LWDA" por sus siglas en inglés, "Labor and Workforce Development Agency") de California y al Demandado sobre las disposiciones específicas del Código de Trabajo de California que el Demandante, Mixon, contiende fueron violadas (la "Carta bajo la PAGA"). El 4 de febrero del 2025, los Demandantes presentaron El Primer Reclamo Enmendado de Acción Colectiva y Representativa (el "Reclamo Operativo") en la Acción, el cual agregó al Demandante, Mixon, como el demandante nombrado, una causa de acción bajo la Ley General de Abogados Privados del 2004 en cumplimiento al Código de Trabajo de California Sección 2698, *y siguientes* (la "PAGA", por sus siglas en inglés de "Private Attorneys General Act"), y causas de acción bajo la Ley de Estándares Justos de Trabajo (la "FLSA", por sus siglas en inglés "Fair Labor Standards Act").

Ninguna corte o jurado han hecho alguna determinación en cuanto a los méritos de los reclamos de los Demandantes, o que este caso es apropiado para litigarse como una acción colectiva o representativa. Los Demandantes contienden que el Demandado falló en pagar salarios mínimos y por horas extra, en brindar periodos de comida y de descanso y las primas asociadas, en pagar oportunamente los salarios al momento de terminación de empleo y penalidades asociadas por tiempos de espera, en brindar estados de cuentas de salarios precisos, y en reembolsar gastos de negocios y por ende realizando prácticas comerciales desleales en violación al Código de Negocios y Profesiones de California sección 17200, *y siguientes*, y conducta que da lugar a penalidades bajo la PAGA. Los Demandantes contienden que el Demandado falló en pagar apropiadamente los salarios mínimos y por horas extra en cumplimiento a la FLSA. Los Demandantes buscan, entre otras cosas, la recuperación de salarios y primas de periodos de comida y de descanso sin pagar, gastos de negocios sin reembolsar, restitución, penalidades, intereses y honorarios y costos legales.

El Demandado niega todas las alegaciones en la Acción o que violaron alguna ley. El Demandado contiende que ha pagado apropiadamente todos los salarios mínimos y por horas extra, brindó periodos de comida y de descanso bajo ley, pagó oportunamente los salarios al momento de terminación del empleo de los empleados, reembolsó los gastos de negocios, y brindó estados de cuentas de salarios precisos. El Demandado además mantiene que el tratamiento colectivo y representativo para este reclamo es inapropiado excepto para los propósitos del acuerdo.

El 20 de Mayo del 2025, la Corte ingresó una orden de aprobación preliminar que aprueba el Acuerdo. La Corte ha designado a ILYM Group, Inc. como el administrador del Acuerdo (el "Administrador del Acuerdo"), los Demandantes, Toby Lanarin y Anthony Mixon, como representantes del Grupo (los "Representantes del Grupo") y los siguientes abogados como los abogados de los Demandantes para el Grupo (los "Abogados del Grupo"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

El Demandado es representado por los siguientes abogados:

Eugene C. Ryu
Penny Chen Fox
Jessica S. Kang
Lauren E. Elvick
K&L GATES LLP
10100 Santa Monica Boulevard, Eighth Floor
Los Ángeles, California 90067
Tel: (310) 552-5000 / (310) 552-5001

Si usted es un Miembro del Grupo, usted no tiene que tomar ninguna acción para recibir un Pago Individual del Acuerdo, pero usted tiene la oportunidad de solicitar la exclusión del Acuerdo Colectivo (en cuyo caso usted no recibirá un Pago Individual del Acuerdo), objetar al Acuerdo Colectivo y/o disputar las Semanas de Trabajo y/o Periodos de Pago bajo la PAGA acreditadas a usted, si usted elige hacerlo, tal como se explica con más detalle en las Secciones III y IV a continuación. Si usted es un Empleado bajo la PAGA, usted no tiene que tomar alguna acción para recibir un Pago Individual bajo la PAGA; usted no tendrá la oportunidad de objetar o buscar la exclusión del Acuerdo bajo la PAGA y todos los Empleados bajo la PAGA estarán sujetos bajo el Acuerdo bajo la PAGA si la Corte otorga aprobación final del Acuerdo.

El Acuerdo representa un compromiso y una liquidación de los reclamos altamente disputados. Nada en el Acuerdo tiene la intención ni será interpretado como una admisión por parte del Demandado que los reclamos en la Acción tienen algún mérito o que el Demandado tiene alguna responsabilidad con los Demandantes, los Miembros del Grupo, o Empleados bajo la PAGA.

VIII. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula de Liquidación del Acuerdo

El monto bruto total del acuerdo es de Un Millón, Setecientos Cincuenta Mil Dólares y Cero Centavos ($1,750,000.00) (el "Monto Bruto del Acuerdo"). La porción del Monto Bruto del Acuerdo que está disponible para el pago a los Miembros del Grupo es referida como el "Monto Neto del Acuerdo". El Monto Neto del Acuerdo será el Monto Bruto del Acuerdo menos los siguientes pagos, los cuales están sujetos a aprobación de la Corte: (1) los honorarios legales, en un monto que no excederá 1/3 del Monto Bruto del Acuerdo (es decir, $583,333.33 si el Monto Bruto del Acuerdo es de $1,750,000.00), y reembolso por costos y gastos de litigación, en un monto que no excederá los Dieciocho Mil Dólares y Cero Centavos ($18,000.00) a los Abogados del Grupo; (2) Pagos por Servicio en un monto que no excederá los Diez Mil Dólares y Cero Centavos ($10,000.00) a cada Demandante (total de $20,000.00); (3) el monto de Doscientos Mil Dólares y Cero Centavos ($200,000.00) distribuidos hacia penalidades civiles bajo la Ley General de Abogados Privados (el "Monto bajo la PAGA"), del cual se le pagará a la LWDA el 75% ($150,000.00) (El "Pago a la LWDA") y el 25% restante ($50,000.00) serán distribuidos a los Empleados bajo la PAGA (el "Monto para los Empleados bajo la PAGA"); y (4) los Costos de Administración del Acuerdo en un monto que no excederán los Once Mil Dólares y Cero Centavos ($11,000.00) al Administrador del Acuerdo.

Los Miembros del Grupo son elegibles para recibir un pago bajo el Acuerdo Colectivo de su porción *prorrateada* del Monto Neto del

Acuerdo (la "Porción Individual del Acuerdo") basándose en el número de semanas que cada Miembro del Grupo trabajó para el Demandado como un empleado pagado por hora y/o no exento en California durante el Periodo del Grupo (las "Semanas de Trabajo"). Para que califique como una Semana de Trabajo, el Miembro del Grupo tuvo que haber realizado trabajo al menos un día en la semana durante el Periodo del Grupo. El Administrador del Acuerdo ha dividido el Monto Neto del Acuerdo por las Semanas de Trabajo de todos los Miembros del Grupo para producir el "Valor Estimado de Semanas de Trabajo" y multiplicó las Semanas de Trabajo individuales de cada Miembro del Grupo por el Valor Estimado de Semanas de Trabajo para producir una Porción Individual del Acuerdo estimada que cada Miembro del Grupo puede tener derecho a recibir bajo el Acuerdo Colectivo (el cual se enumera en la Sección III.C a continuación). A los Miembros del Grupo quienes no presenten una Solicitud para Exclusión válida y oportuna (los "Miembros del Grupo del Acuerdo") se les emitirá su Pago Individual del Acuerdo final.

Cada Porción Individual del Acuerdo será distribuido como veinte por ciento (20%) a salarios, el cual será reportado en un Formulario W-2 del IRS (Servicio de Rentas Internas), y ochenta por ciento (80%) como penalidades, intereses y perjuicios no salariales, los cuales serán reportados en el Formulario 1099 del IRS (en caso de que aplique). Cada Porción Individual del Acuerdo estará sujeto a reducciones por la porción del empleado de impuestos de nómina de pago y retenciones en relación a la porción de salarios de las Porciones Individuales del Acuerdo resultando en un pago neto al Miembro del Grupo del Acuerdo (el "Pago Individual del Acuerdo"). La porción de impuestos y contribuciones del empleador en conexión con la porción de salarios de las Porciones Individuales del Acuerdo (los "Impuestos del Empleador") serán pagados por el Demandado por separado y además del Monto Bruto del Acuerdo.

Los Empleados bajo la PAGA son elegibles para recibir un pago bajo el Acuerdo bajo la PAGA de su porción *prorrateada* del Monto de los Empleados bajo la PAGA (el "Pago Individual bajo la PAGA") basándose en el número de Periodos de Pago que cada Empleado bajo la PAGA trabajó para el Demandado como un empleado pagado por hora y/o no exento en California durante el Periodo bajo la PAGA (las "Periodos de Pago bajo la PAGA"). Un Periodo de Pago es definido como un periodo de pago bisemanal durante el cual un empleado pagado por hora y/o no exento realizó trabajo al menos un día en ese periodo bisemanal dentro del Periodo bajo la PAGA. El Administrador del Acuerdo ha dividido el Monto de Empleados bajo la PAGA, es decir, 25% del Monto bajo la PAGA, por los Periodos de Pago bajo la PAGA de todos los Empleados bajo la PAGA para producir el "Valor de Periodos de Pago bajo la PAGA", y multiplicado por los Periodos de Pago bajo la PAGA individuales de cada Empleado bajo la PAGA por el Valor de Periodos de Pago bajo la PAGA para producir el Pago Individual bajo la PAGA para cada Empleado bajo la PAGA.

Cada Pago Individual bajo la PAGA será distribuido como cien por ciento (100%) a penalidades, no estará sujeto a impuestos o a retenciones y será reportado en el Formulario 1099 del IRS (en caso de que aplique).

Si la Corte otorga aprobación final del Acuerdo, Los Pagos Individuales del Acuerdo serán enviadas por correo a los Miembros del Grupo del Acuerdo y los Pagos Individuales bajo la PAGA serán enviadas por correo a los Empleados bajo la PAGA a la dirección que se encuentra en archivo con el Administrador del Acuerdo. **Si la dirección a la cual se envía este Aviso Colectivo no es correcta, o si usted se muda después de que usted reciba este Aviso Colectivo, usted debe brindar su dirección correcta de correo al Administrador del Acuerdo tan pronto como sea posible para poder asegurar que usted reciba cualquier pago al cual usted tenga derecho bajo el Acuerdo.**

B. Sus Semanas de Trabajo y Periodos de Pago bajo la PAGA (en caso de que aplique) Basándose en los Registros del Demandado

Según los registros del Demandado:

- **Desde el 23 de Noviembre del 2018 hasta el 7 de Mayo del 2024 (es decir, el Periodo del Grupo), a usted se le acredita como que ha trabajado 64 Semanas de Trabajo.**
- **Desde el 30 de Mayo del 2022 hasta el 7 de Mayo del 2024 (es decir, el Periodo bajo la PAGA), a usted se le acredita como que ha trabajado 16 Periodos de Pago bajo la PAGA.**

Si usted desea disputar sus Semanas de Trabajo y/o Periodos de Pago bajo la PAGA acreditados a usted, usted debe presentar su disputa por escrito al Administrador del Acuerdo (la "Disputa"). La Disputa debe: (a) contener el nombre y número de la Acción (*Lanzarin, y otros v. Building Material Distributors, Inc.*, Caso No. 34-2022-00330343-CU-OE-GDS) (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) establecer claramente que usted disputa el número de Semanas de Trabajo y/o Periodos de Pago bajo la PAGA acreditados a usted y lo que usted contiende es el número correcto; y (d) ser retornado por correo al Administrador del Acuerdo en la dirección especificada en la Sección IV.B a continuación, post sellado **en o antes del 23 de Agosto del 2025**.

C. Su Porción Estimada Individual del Acuerdo y Pago Individual bajo la PAGA (en caso de que aplique)

Tal como se explicó anteriormente, su Porción Individual del Acuerdo y su Pago Individual bajo la PAGA (en caso de que aplique) estimados están basados en el número de Semanas de Trabajo y Periodos de Pago bajo la PAGA (en caso de que aplique) acreditadas a usted.

Bajo los términos del Acuerdo, su Porción Individual bajo la PAGA se estima que es de $1,460.20. La Porción Individual del Acuerdo está sujeto a la reducción de la porción de los impuestos y retenciones de los empleados con relación a la porción de salarios de la Porción Individual del Acuerdo y solo será distribuido si la Corte aprueba el Acuerdo y después de que el Acuerdo entre en efecto.

Bajo los términos del Acuerdo, su Pago Individual bajo la PAGA se estima que es de $117.01 y solo será distribuido si la Corte aprueba el Acuerdo y después de que el Acuerdo entre en efecto.

El proceso de aprobación del acuerdo puede tomar muchos meses. Su Porción Individual del Acuerdo y el Pago Individual bajo la PAGA (en caso de que aplique) reflejados en este Aviso Colectivo son solo un estimado. Su Pago Individual del Acuerdo y el Pago Individual bajo la PAGA (en caso de que aplique) puede ser mayor menor.

D. Exoneración de Reclamos

Tras el financiamiento completo del Monto Bruto del Acuerdo, los Demandantes y los Miembros del Grupo del Acuerdo serán considerados como que han completa, finalmente y para siempre exonerado, liquidado, comprometido, renunciado y descargado a las Partes Exoneradas de todos los Reclamos Exonerados del Grupo, excepto que aquellos Miembros del Grupo del Acuerdo que cobren o depositen su cheque del Pago Individual del Acuerdo deberán ser considerados que optan por el acuerdo y a exonerar los Reclamos Exonerados del Grupo que surgen bajo la FLSA.

Tras el financiamiento complete del Monto Bruto del Acuerdo, los Demandantes, el Estado de California con respecto a todos los Empleados bajo la PAGA, y todos los Empleados bajo la PAGA serán considerados como que han completa, finalmente y para siempre exonerado, liquidado, comprometido, renunciado y descargado a las Partes Exoneradas de todos los Reclamos Exonerados bajo la PAGA.

Los "Reclamos Exonerados del Grupo" significan cualquier y todo reclamo, deuda, responsabilidad, demanda, obligación, garantía, costo, gasto, honorario legal, daño o causa de acción que fue alegado o que pudo haber sido alegado basándose en las mismas alegaciones o alegaciones similares factuales en el Reclamo Operativo, que surgen durante el Periodo del Grupo, bajo cualquier ley federal, estatal o local y deberá específicamente incluir, pero sin limitarse a, reclamos por la supuesta falla del Demandado de pagar salarios por horas extra y salarios mínimos (incluyendo pero sin limitación a pago de salarios mínimos y salarios por horas extra a la tasa regular de pago por trabajo fuera del horario laboral durante periodos de comida), brindar periodos de comida y de descanso bajo ley y los pagos asociados a primas, pagar oportunamente los salarios tras la terminación de empleo, brindar estados de cuentas de salarios precisos, y reembolsar los gastos necesarios relacionados con el negocio (incluyendo pero sin limitación a la compra de pantalones de trabajo, zapatos de seguridad con punta de seguridad, guantes de seguridad y el uso de teléfonos celulares personales para propósitos comerciales) en violación al Código de Trabajo de California Secciones 201, 202, 203, 210, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, y 2802, y Orden de Salarios aplicable de la Comisión de Bienestar Industrial, y todos los reclamos por honorarios y costos legales e intereses estatutarios en conexión con los mismos, el Código de Negocios y Profesiones de California Secciones 17200, *y siguientes*, Ley de Estándares Justos de Trabajo U.S.C. Sección 206, Ley de Estándares Justos de Trabajo U.S.C. Sección 20y, y cualquier reclamo por medidas cautelares, compensación declaratoria, restitución, bajo la Ley de Estándares Justos de Trabajo, prácticas comerciales fraudulentas, o daños punitivos alegados o que pudieron haber sido alegados bajo los hechos, alegaciones y/o reclamos alegados en el Reclamo Operativo.

Los "Reclamos Exonerados bajo la PAGA" significa cualquier y todo reclamo que pudo haber sido alegado basándose en las mismas alegaciones factuales que aquellas que se alegaron en el Reclamo Operativo y/o Carta bajo la PAGA, que surgen durante el Periodo bajo la PAGA, por penalidades civiles bajo la Ley General de Abogados Privados del 2004, el Código de Trabajo de California Secciones 2698 *y siguientes*, incluyendo todos los reclamos por honorarios y costos legales relacionados a los mismos, por la supuesta falla del Demandado de pagar por horas extra y salarios mínimos, brindar periodos de comida y de descanso bajo ley y los pagos asociados a primas, pagar oportunamente los salarios durante el empleo y tras la terminación de empleo, brindar estados de cuentas de salarios bajo ley, mantener registros de nómina de pago completos y precisos, reembolsar los gastos necesarios relacionados con el negocio en violación al Código de Trabajo de California Secciones 201, 202, 203, 204, 210, 218.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2699(g)(1), 2800 y 2802, y Orden de Salarios aplicable de la Comisión de Bienestar Industrial.

Las "Partes Exoneradas" significan el Demandado y sus pasadas y presentes matrices directas o indirectas, subsidiarias, predecesores, sucesores y afiliados al igual que sus pasados y presentes oficiales, directores, empleados, socios, miembros, accionistas y agentes, abogados, aseguradores, reaseguradores y cualquier individuo o entidad que pudo haber sido conjuntamente responsable con el Demandado.

E. Honorarios y Costos Legales a los Abogados del Grupo

Los Abogados del Grupo buscan honorarios legales en un monto que no excederá un tercio (1/3) del Monto Bruto del Acuerdo (es decir $583,333.33 si el Monto Bruto del Acuerdo es de $1,750,000.00) y el reembolso de los costos y gastos de litigación en un monto que no excederá los Dieciocho Mil Dólares y Cero Centavos ($18,000.00) (colectivamente, los "Honorarios y Costos Legales"), sujetos a aprobación de la Corte. Los Honorarios y Costos Legales otorgados por la Corte serán pagados del Monto Bruto del Acuerdo. Los Abogados del Grupo han estado litigando la Acción en nombre de los Demandantes y de los Miembros del Grupo bajo una tarifa contingente (eso quiere decir, sin que se les haya pagado dinero hasta la fecha) y han estado pagando todos los costos y gastos de litigación.

F. Pagos por Servicio a los Demandantes

Los Demandantes buscarán el monto de Diez Mil Dólares y Cero Centavos ($10,000.00) (el "Pago por Servicio") para cada uno (un total de $20,000), en reconocimiento por sus servicios en conexión con la Acción. Los Pagos por Servicio serán pagados del Monto Bruto del Acuerdo, sujetos a aprobación de la Corte, y de ser otorgados, serán pagados a los Demandantes además de su Pago Individual del Acuerdo y/o Pago Individual bajo la PAGA al que ellos tengan derecho bajo el Acuerdo.

G. Los Costos de Administración del Acuerdo al Administrador del Acuerdo

El pago al Administrador del Acuerdo está estimado que no excederá los Once Mil Dólares y Cero Centavos ($11,000.00) (los "Costos de Administración del Acuerdo") por los costos del aviso y el proceso de administración del acuerdo, incluyendo, y sin limitación a, los gastos de notificar a los Miembros del Grupo del Acuerdo, el procesamiento de las Solicitudes para Exclusión, Avisos de Objeción y las Disputas, calcular las Porciones Individuales del Acuerdo, los Pagos Individuales del Acuerdo, y los Pagos Individuales bajo la PAGA, y distribuir los pagos y formularios de impuestos bajo el Acuerdo, y deberá ser pagado del Monto Bruto del Acuerdo, sujeto a aprobación por parte de la Corte.

IX. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DEL GRUPO??

A. Participar en el Acuerdo

Si usted quiere participar en el Acuerdo Colectivo y recibir dinero del Acuerdo Colectivo, usted no tiene que hacer algo. Usted automáticamente estará incluido en el Acuerdo Colectivo y se le emitirá su Porción Individual del Acuerdo a menos que usted decida excluirse a usted mismo del Acuerdo Colectivo.

A menos que usted elija excluirse a usted mismo del Acuerdo Colectivo y si la Corte otorga aprobación final del Acuerdo, usted estará sujeto bajo los términos del Acuerdo Colectivo y cualquier sentencia que pueda ser ingresada por la Corte basándose sobre la misma, y usted exonerará los Reclamos Exonerados del Grupo tal como se describe en la Sección III.D anterior.

Si usted es un Empleado bajo la PAGA y la Corte otorga aprobación final del Acuerdo, usted automáticamente será incluido en el Acuerdo bajo la PAGA y se le emitirá su Pago Individual bajo la PAGA. Esto significa que usted estará sujeto bajo los términos del Acuerdo bajo la PAGA y cualquier sentencia que pueda ser ingresada por la Corte basándose sobre la misma, y usted exonerará los Reclamos Exonerados bajo la PAGA en contra de las Partes Exoneradas tal como se describe en la Sección III.D anterior.

Como un Miembro del Grupo y Empleado bajo la PAGA (en caso de que aplique), usted no será responsable por separado por el pago de los honorarios legales o los costos y gastos de litigación, a menos que usted retenga su propio abogado, en cuyo caso ellos serán responsables por sus propios honorarios y gastos de los abogados.

B. Solicitud para Exclusión del Acuerdo Colectivo

Los Miembros del Grupo pueden solicitar ser excluidos del Acuerdo Colectivo al presentar una carta ("Solicitud para Exclusión") al Administrador del Acuerdo, a la siguiente dirección:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo Electrónico: claims@ilymgroup.com

La Solicitud para Exclusión debe: (a) contener el nombre del caso y número de la Acción (*Lanzarin, y otros v. Building Material Distributors, Inc.*, Caso No. 34-2022-00330343-CU-OE-GDS); (b) contener su nombre completo, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) declarar claramente que usted no desea ser incluido en el Acuerdo

Colectivo; y (d) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada anteriormente, post sellada **en o antes del 23 de Agosto del 2025**.

Si la Corte otorga aprobación final del Acuerdo, a cualquier Miembro del Grupo quien presente una Solicitud para Exclusión oportuna y válida no se le emitirá un pago Individual del Acuerdo, no estará sujeto bajo el Acuerdo Colectivo (y exonerará los Reclamos Exonerados del Grupo descritos en la Sección III.D anterior), y no tendrán algún derecho de objetar, apelar, o comentar sobre el Acuerdo Colectivo. Los Miembros del Grupo quienes no presenten una Solicitud para Exclusión oportuna y válida será considerado como un Miembro del Grupo del Acuerdo y estará sujeto bajo todos los términos del Acuerdo Colectivo, incluyendo aquellos que pertenecen a la exoneración de los reclamos descritos en la Sección III.D anterior, al igual que cualquier sentencia que pueda ser ingresada por la Corte basándose en lo mismo. Los Empleados bajo la PAGA estarán sujetos al Acuerdo bajo la PAGA (y la exoneración de los Reclamos exonerados bajo la PAGA descritos en la Sección III.D anterior) y siempre se les emitirá un Pago Individual bajo la PAGA, sin importar si ellos presenten o no una Solicitud para Exclusión. Los Empleados bajo la PAGA no pueden optar por retirarse del Acuerdo bajo la PAGA.

C. Objetar al Acuerdo Colectivo

Usted puede objetar al Acuerdo Colectivo siempre y cuando usted no haya enviado una Solicitud para Exclusión al entregar una objeción por escrito (un "Aviso de Objeción") al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre y número de caso de la Acción (*Lanzarin, y otros v. Building Material Distributors, Inc.*, Caso No. 34-2022-00330343-CU-OE-GDS); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración escrita de todos los fundamentos para la objeción acompañado de cualquier apoyo legal para dicha objeción; (d) contener copias de cualquier papel, resumen u otro documento tras el cual se base la objeción; y (e) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada enumerada en la Sección IV.B anterior, post sellado **en o antes del 23 de Agosto del 2025**.

La Corte oirá a cualquier Miembro del Grupo del Acuerdo quien asista a la Audiencia de Aprobación Final y pida hablar en relación a su objeción, sin importar si ellos han presentado o no un Aviso de Objeción.

X. AUDIENCIA DE APROBACIÓN FINAL

La Corte sostendrá una Audiencia de Aprobación Final en El Departamento 23 de la Corte Superior del Condado de Sacramento, ubicada en la Corte Superior Gordon D. Schaber , 720 Ninth Street, Sacramento, California 95814 el 10 de Octubre del 2025 a las 9:00 a.m., para determinar si el Acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. A la Corte se le pedirá también que apruebe y otorgue los Honorarios Legales y Costos de los Abogados del Grupo, los Pagos por Servicio a los Demandantes, y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La Audiencia de Aprobación Final puede ser aplazada sin previo aviso a los Miembros del Grupo y a los Empleados bajo la PAGA. No es necesario que usted comparezca en la Audiencia de Aprobación Final, aunque usted puede comparecer si usted así lo desea.

Para asistir remotamente, por favor use los siguientes:

Departamento 23
Para asistir a través de enlace de Zoom: https://saccourt-ca-gov.zoomgov.com/my/sscdept23- external link
Para asistir a la Sala: Dept23a
Para asistir por teléfono, llame al: (833) 568-8864 ID 16108301121

XI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para los términos y condiciones precisos del Acuerdo de Arreglo, usted debe revisar el Acuerdo de Arreglo detallado y otros documentos, los cuales se encuentran en archivo con la Corte.

Usted puede ver el Acuerdo de Arreglo y otros documentos archivados en la Acción al visitar la Unidad de Registros Civiles ubicada en el Palacio de la Corte Gordon D. Schaber del Condado de Sacramento, Sala 102 (Ventanilla 16) o en línea al visitar el Portal Público en la siguiente página web: https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home

POR FAVOR NO LLAME POR TELÉFONO A LA CORTE O A LA OFICINA DEL OFICIAL PARA INFORMACIÓN EN RELACIÓN A ESTE ACUERDO.

SI USTED TIENE ALGUNA PREGUNTA, USTED PUEDE LLAMAR AL ADMINISTRADOR A (888) 250-6810

EXHIBIT “B”

ILYM | GROUP, Inc.
SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Toby Lanzarin, et al. v. Building Material Distributors, Inc.

Tuesday, May 7, 2024

Requesting Attorneys Name:	Alexandra Rose
E-Mail:	arose@blackstonepc.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	**400**
Estimated Percentage of Remails	**15%**
Certified Spanish Translation	**Yes**
Post Key Documents to ILYM's Website	**Yes**
Case Duration (Years)	**1**

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	$650.00
Project Management:	$2,405.00
Notification & Mailing:	$1,239.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$3,641.00
Case Conclusion:	$1,015.00
All-In/Capped ILYM Fees & Expenses:	**$8,950.00**

ILYM GROUP, Inc.
SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Toby Lanzarin, et al. v. Building Material Distributors, Inc.

Tuesday, May 7, 2024
Requesting Attorneys Name: Alexandra Rose

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	$150.00	2	$300.00
Programming of Class Database	Hourly	$175.00	2	$350.00
			Subtotal	**$650.00**

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

Activity	Rate Type	Unit Cost	Volume	Amount
PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	$120.00	3	$360.00
Staff Hours for Processing Returned Mail	Hourly	$70.00	2	$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	$70.00	2	$140.00
Report Processing	Hourly	$70.00	2	$140.00
NCOA	Flat Rate	$175.00	1	$175.00
Toll Free Customer Service Representative	Flat Fee	$200.00	1	$200.00
Certified Spanish Translation	Flat Fee	$1,250.00	1	$1,250.00
Weekly Reports	Flat Rate	$750.00	1	Waived
			Subtotal	**$2,405.00**

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION/MAIILING				
Fulfillment of Notice, English and Spanish	Per Piece	$1.50	400	$600.00
USPS First Class Postage	Per Piece	$0.88	400	$352.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	$2.00	60	$120.00
Storage, Photocopies, Deliveries	Flat Fee	$167.00	1	$167.00
			Subtotal	**$1,239.00**

ILYM | GROUP, Inc.
SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Toby Lanzarin, et al. v. Building Material Distributors, Inc.

Tuesday, May 7, 2024
Requesting Attorneys Name: Alexandra Rose

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	$150.00	3	$450.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	3	$375.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	$1.00	400	$400.00
USPS First Class Postage	Per Piece	$0.64	400	$256.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	$1.50	40	$60.00
Preparation of Taxes	Hourly	$120.00	5	$600.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$3,641.00**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Project Manager Final Reporting	Hourly	$120.00	2	$240.00
Process Unclaimed Funds	Flat Fee	$550.00	1	$550.00
Declaration	Hourly	$125.00	1	$125.00

Subtotal **$1,015.00**

All-In/Capped ILYM Fees & Expenses: **$8,950.00**

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.
Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.
Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM 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, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.
Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.
Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.
Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.
Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.
Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.
Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.