

1 John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
2 Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
3 Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
4 **WILSHIRE LAW FIRM, PLC**
660 S. Figueroa St., Sky Lobby
5 Los Angeles, California 90017
Telephone: (213) 381-9988
6 Facsimile: (213) 381-9989

7 *Attorneys for Plaintiffs*

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 EDGAR JESUS LARA and MARK
12 SEXTON, individually, and on behalf of all
others similarly situated,

13 Plaintiffs,

14 v.

15 EMERALD SITE SERVICES, INC., a
16 California corporation; and DOES 1 through
10, inclusive,

17 Defendants.

18 EDGAR JESUS LARA and MARK
19 SEXTON, individually, and on behalf of the
State of California and other aggrieved
persons,

20 Plaintiffs,

21 v.

22 EMERALD SITE SERVICES, INC., a
23 California corporation; and DOES 1 through
24 10, inclusive,

25 Defendants.

Lead Case No. 34-2022-00332284
Consolidated with Case No. 23CV005919

Assigned for all purposes to:
Hon. Jill H. Talley
Dept. 23

**DECLARATION OF JARROD SALINAS
ON BEHALF OF PHOENIX
SETTLEMENT ADMINISTRATORS
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

FINAL APPROVAL HEARING

Date: January 16, 2026
Time: 9:00 a.m.
Dept.: 23

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Edgar Jesus Lara, et al. v. Emerald Site Services, 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.

3. On September 2, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and workweeks for each Class Member (“Class Data”) during the Class Period. The final mailing list contained three hundred twenty-two (322) individuals identified as Class Members.

1 4. On September 8, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the Class Data of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On September 16, 2025, Phoenix mailed the Class Notice via U.S. first class mail,
6 in English and Spanish, to all three hundred twenty-two (322) Class Members on the Class Data. A
7 true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, twenty-two (22) Class Notices have been returned
9 to Phoenix. None were returned with a forwarding address. For the twenty-two (22) Class Notices
10 returned from the Post Office without a forwarding address, Phoenix attempted to locate a current
11 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
12 available for skip tracing. Of the twenty-two (22) Class Notices that were skip traced, nineteen (19)
13 updated addresses were obtained and the Class Notice was promptly re-mailed to those Class
14 Members via first class mail.

15 7. As of the date of this declaration, three (3) Class Notices remain undeliverable.

16 8. As of the date of this declaration, Phoenix has received zero (0) Request for
17 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
18 October 31, 2025.

19 9. As of the date of this declaration, Phoenix has received zero (0) Class Notices of
20 Objection from Class Members. The deadline for objecting to the Class Settlement was October
21 31, 2025.

22 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
23 from Class Members. The deadline for submitting a dispute was October 31, 2025.

24 11. There are three hundred twenty-two (322) Class Members who did not submit timely
25 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
26 100% of the Class. Settlement Class Members have worked a collective total of twenty thousand
27 six hundred seventy-eight and 29/100 (20,678.29) Workweeks during the Class Period. Each
28 Workweek is valued at approximately \$12.40.

12. The Escalator Clause of the Settlement Agreement indicates if the actual Workweeks exceed 10% or twenty-one thousand one hundred and four (21,104), the Gross Settlement Amount shall be increased pro-rata for everyone over such cap. The total number of Workweeks was twenty thousand six hundred seventy-eight and 29/100 (20,678.29). Since the total number of Workweeks does not exceed 21,104, the Escalator Clause was not triggered.

13. The Net Settlement Amount of \$256,419.98 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel Fees Payment (\$165,000.00), and Class Counsel Litigation Expenses Payment (\$20,655.02), requested Class Representative Service Payment to Plaintiffs Lara and Sexton (\$10,000.00 each) totaling \$20,000.00, the PAGA Penalties (\$25,000.00), and the requested Settlement Administration Costs (\$7,925.00) from the Gross Settlement Amount (\$495,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Class Payment to be paid is approximately \$4,612.97, the lowest Individual Class Payment to be paid is approximately \$1.77, while the average Individual Class Payment to be paid is approximately \$782.84. The Individual Class Payment to be paid to Plaintiff Edgar Jesus Lara is approximately \$845.00, and the Individual Class Payment to be paid to Plaintiff Mark Sexton is approximately \$620.02. Settlement Class Members will be issued payment of their Individual Class Payments subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment (the net payment is their "Individual Settlement Payment").

15. Additionally, \$25,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or \$18,750.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$6,250.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are one hundred seventy-one (171) Aggrieved Employees who worked a total of five thousand one hundred fourteen and 64/100 (5,114.64) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$102.65, and the average Individual PAGA Payment to be paid is approximately \$36.55. The Individual PAGA Payment to be paid to Plaintiff Edgar Jesus Lara is approximately

1 \$8.03, and the Individual PAGA Payment to be paid to Plaintiff Mark Sexton is approximately
2 \$8.90.

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

5 17. Phoenix's costs associated with the administration of this matter are \$7,925.00. This
6 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
7 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

8
9 I declare under penalty of perjury of the laws of the State of California that the foregoing is
10 true and correct.

11 Executed this 23rd day of December 2025, at Orange, California.

12
13 
14 JARROD SALINAS

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Edgar Jesus Lara, et al. v. Emerald Site Services, Inc.,

Sacramento County Superior Court, Case Nos. 34-2022-00332284 (lead), 23CV005919

The Sacramento County Superior Court authorized this notice.

It is not junk mail, spam, an advertisement, or solicitation by a lawyer.

Please read it carefully! You are not being sued.

You may be eligible to receive money from employee class and representative action lawsuits (“Actions”) against Emerald Site Services, Inc. (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employees, Edgar Jesus Lara and Mark Sexton, and seek (1) payment of unpaid wages and other relief for all persons who worked for any Defendant in California as any hourly-paid or non-exempt employee (“Class Members”) at any time during the Class Period (July 5, 2018 to the date the Court grants preliminary approval of the Settlement); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for any Defendant during the PAGA Period (June 2, 2022 to the date the Court grants preliminary approval of the Settlement) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Total_Weeks» Workweeks during the Class Period and you worked «PAGA_Pay_Periods» Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant’s records indicate that you worked for Defendant Emerald Site Services, Inc. at some point(s) between July 5, 2018, and the date the Court grants preliminary approval of the Settlement and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys’ General Act (“PAGA”). If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is June 2, 2022, to the date the Court grants preliminary approval of the Settlement.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

QUESTIONS? CALL 1-(800) 523-5773 TOLL FREE

The Court in charge of the Action is the Sacramento County Superior Court. The case is titled *Edgar Jesus Lara, et al. v. Emerald Site Services, Inc.*, Case Nos. 34-2022-00332284 (lead) and 23CV005919. The persons who sued, Edgar Jesus Lara and Mark Sexton, are the Plaintiffs, and the company sued, Emerald Site Services, Inc., is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuits allege wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay miss rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; and (8) violation of California's Unfair Competition Law, California *Business and Professions Code* section 17200, *et seq.* In addition, Plaintiffs are seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California *Labor Code* listed above. Defendant denies Plaintiffs' claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiffs or Defendant on the merits of the claims alleged in the lawsuit. Plaintiffs believe Plaintiffs would win at trial. Defendant thinks that Plaintiffs' lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as Plaintiffs' lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time from July 5, 2018, to the date the Court grants preliminary approval of the Settlement.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of \$495,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees of up to one-third (1/3) of the GSA, currently \$165,000.00 and up to \$25,000.00 in costs; Class Representative Service Payment of \$10,000.00 to each Plaintiff (for Plaintiffs' work and efforts prosecuting this case); a PAGA Penalties payment of \$25,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Phoenix Settlement Administrators, not to exceed \$7,925.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payments, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately **\$252,075.00**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$25,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$18,750.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$6,250.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (July 5, 2018 to the date the Court grants preliminary approval of the Settlement). Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from June 2, 2022, to the date the Court grants preliminary approval of the Settlement (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v. So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on **January 16, 2026, at 9:00 a.m.**, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court’s Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately forty-five (45) days after the Court’s approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State’s website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the Released Class Claims described below against Defendant and all of Defendant’s officers, directors, employees, and agents (“Released Parties”). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The “Released Class Claims” shall all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the operative Class Action Complaint.

Released PAGA Claims: If you are an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than **October 31, 2025**. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

Emerald Site Services, Inc. Settlement
c/o Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (June 2, 2022 to the date the Court grants preliminary approval of the Settlement). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is con una de fecha igual o anterior al **31 de octubre de 2025**.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT**15. DO I HAVE A LAWYER IN THIS CASE?**

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas

john.yslas@wilshirelawfirm.com

Jeffrey C. Bils

jeffrey.bils@wilshirelawfirm.com

Aram Boyadjian

aram.boyadjian@wilshirelawfirm.com

Lisa B. Iturriaga

lisa.iturriaga@wilshirelawfirm.com

Andrew Sandoval

andrew.sandoval@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa Street, Sky Lobby

Los Angeles, California 90017

Telephone: (213) 381-9988

Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$165,000.00 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$25,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiffs Edgar Jesus Lara and Mark Sexton in the amount of \$10,000.00, each, in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representatives. The Court may award a Class Representatives less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before **October 31, 2025**, at the following address:

Emerald Site Services, Inc. Settlement
c/o Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on **January 16, 2026, at 9:00 a.m.**, in Department 23 of the Sacramento County Superior Court (Gordon D. Schaber Superior Courthouse) located at 720 9th St., Sacramento, CA 95814, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payments and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Phoenix Settlement Administrators by calling toll free 1(800) 523-5773, or you can write to the Administrator at the following address:

Emerald Site Services, Inc. Settlement
c/o Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com
lara-v-emerald-site-services.phoenixcases.com

PLEASE DO NOT TELEPHONE THE COURT OR EMERALD SITE SERVICES, INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

NOTIFICACIÓN APROBADA POR EL TRIBUNAL SOBRE LA DEMANDA COLECTIVA Y EL ACUERDO DE LA LEY PAGA, ASÍ COMO LA FECHA DE LA AUDIENCIA PARA LA APROBACIÓN DEFINITIVA DEL TRIBUNAL

Edgar Jesús Lara, et al. contra Emerald Site Services, Inc.,

Tribunal Superior del Condado de Sacramento, N.º de caso 34-2022-00332284 (principal), 23CV005919

El Tribunal Superior del Condado de Sacramento autorizó esta notificación.

No se trata de correo basura, spam, publicidad ni solicitud de un abogado.

¡Léalo atentamente! No se le está Demandando.

Puede tener derecho a recibir dinero de las Demandas colectivas y representativas de los empleados (“Demandas”) contra Emerald Site Services, Inc. (“Demandado”) por presuntas infracciones salariales y horarias. Las Demandas fueron presentadas por los antiguos empleados Edgar Jesus Lara y Mark Sexton, y solicitan (1) el pago de los salarios impagados y otras compensaciones para todas las personas que trabajaron para cualquier Demandado en California como empleados por hora o no exentos (“Miembros de la Clase”) en cualquier momento durante el Período de la Clase (del 5 de julio de 2018 hasta la fecha en que el Tribunal conceda la aprobación preliminar del Acuerdo); y (2) sanciones en virtud de la Ley de Fiscal General Privado de California (“PAGA”) para todos los Miembros de la Clase que trabajaron para cualquiera de los Demandados durante el Período PAGA (del 2 de junio de 2022 hasta la fecha en que el Tribunal conceda la aprobación preliminar del Acuerdo) (“Empleados Agraviados”).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de Clase que exige al Demandado financiar los pagos individuales de la Clase, y (2) un Acuerdo PAGA que exige al Demandado financiar los pagos individuales PAGA y pagar las sanciones PAGA a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”).

Según los registros del Demandado y las hipótesis actuales de las partes, **se estima que su pago individual de la Clase será de «ESA_Before_Paga» (menos las retenciones) y que su pago individual PAGA será de «PAGA_Amount»**. Es probable que la cantidad real que reciba sea diferente y dependerá de varios factores. (Si no se indica ninguna cantidad para su pago individual PAGA, entonces, según los registros del Demandado, usted no tiene derecho a un pago individual PAGA en virtud del Acuerdo, ya que no trabajó durante el período PAGA).

Las estimaciones anteriores se basan en los registros del Demandado, que indican que **trabajó «Total_Weeks» semanas laborales durante el período de la Demanda colectiva y «PAGA_Pay_Periods» períodos de pago durante el período PAGA**. Si cree que trabajó más durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite.

El Tribunal ya ha aprobado de manera preliminar el Acuerdo propuesto y ha aprobado este Aviso. El Tribunal aún no ha decidido si otorgará la aprobación definitiva del Acuerdo. Sus derechos legales se ven afectados independientemente de si actúa o no. **LEA ESTE AVISO DETENIDAMENTE**. Se considerará que lo ha leído y comprendido. En la audiencia de aprobación definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará a los Demandantes y a los abogados de los Demandantes (“Abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a realizar los pagos previstos en el Acuerdo y que obligue a los Miembros de la Clase y a los Empleados perjudicados a renunciar a sus derechos a presentar determinadas reclamaciones contra el Demandado.

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO	
NO HACER NADA	Recibirá dinero. Renunciará a sus derechos a Demandar al Demandado por las reclamaciones exoneradas en el Acuerdo.
EXCLUIRSE	No recibirá dinero del Acuerdo colectivo. Conservará el derecho a presentar sus propias reclamaciones legales contra el Demandado. Sin embargo, incluso si se excluye del Acuerdo colectivo, seguirá recibiendo una parte del Acuerdo PAGA y estará obligado por él si trabajó durante el período PAGA.
OBJETAR	Escribirá al tribunal explicando por qué se opone al Acuerdo. Si el Acuerdo recibe la aprobación definitiva, recibirá dinero y renunciará a sus derechos de Demandar al Demandado por las reclamaciones exoneradas en el Acuerdo.
IMPUGNAR SU NÚMERO DE SEMANAS LABORALES Y/O PERÍODOS DE PAGO	Impugnará el número de semanas de trabajo o períodos de pago que figuran en este aviso y proporcionará pruebas que lo respalden. Si impugna sus semanas de trabajo o períodos de pago, seguirá formando parte del Acuerdo y renunciará a sus derechos de Demandar al Demandado por las reclamaciones exoneradas en el Acuerdo.

INFORMACIÓN BÁSICA

1. ¿POR QUÉ RECIBO ESTE AVISO?

Los registros del Demandado indican que usted trabajó para el Demandado Emerald Site Services, Inc. en algún momento entre el 5 de julio de 2018 y la fecha en que el tribunal conceda la aprobación preliminar del Acuerdo y, por lo tanto, es miembro de la Clase a efectos de este Acuerdo.

Ha recibido esta Notificación porque tiene derecho a conocer el Acuerdo propuesto para la Demanda, así como todas sus opciones, antes de que el Tribunal decida si aprueba definitivamente el Acuerdo. El Acuerdo resolverá todas las reclamaciones de los Miembros de la Clase, que se describen a continuación, durante el Período de la Clase. El Acuerdo también resolverá las reclamaciones por sanciones civiles presentadas en virtud de la Ley de Abogados Generales Privados de California (“PAGA”). Si es miembro de la Clase, también es un “Empleado Agraviado” si trabajó para el Demandado durante el “Período PAGA”, que es desde el 2 de junio de 2022 hasta la fecha en que el Tribunal conceda la aprobación preliminar del Acuerdo.

Si el Tribunal concede la aprobación definitiva del Acuerdo, un administrador del Acuerdo designado por el Tribunal emitirá los pagos previstos en el Acuerdo a los miembros de la Clase. Se le recomienda que mantenga siempre su dirección actualizada con el administrador (la información de contacto del administrador se encuentra en la sección 12, más abajo).

Este paquete de notificaciones explica las alegaciones y los antecedentes relacionados con la Demanda, el Acuerdo, sus derechos legales, qué beneficios están disponibles, quiénes son elegibles para ellos y cómo recibirlos.

El tribunal encargado de la Demanda es el Tribunal Superior del Condado de Sacramento. El caso se titula *Edgar Jesus Lara, et al. contra Emerald Site Services, Inc.*, números de caso 34-2022-00332284 (principal) y 23CV005919. Las personas que presentaron la Demanda, Edgar Jesús Lara y Mark Sexton, son los Demandantes, y la empresa Demandada, Emerald Site Services, Inc., es la Demandada.

2. ¿DE QUÉ TRATA LA DEMANDA?

Los Demandantes alegan infracciones salariales y horarias contra el Demandado por: (1) no pagar el salario mínimo y las horas normales; (2) no pagar las horas extras; (3) no proporcionar períodos de comida y pagar las primas por períodos de comida; (4) no proporcionar períodos de descanso y pagar las primas por períodos de descanso perdidos; (5) no pagar todos los salarios devengados y no pagados al separarse; (6) no proporcionar nóminas detalladas y precisas; (7) no indemnizar todos los gastos comerciales necesarios; y (8) infringir la Ley de Competencia Desleal de California, Código de Negocios y Profesiones de California, sección 17200 y siguientes. Además, los Demandantes pretenden recuperar sanciones civiles de conformidad con la Ley Paga (“Sanciones PAGA”) basadas en las presuntas infracciones del Código Laboral de California enumeradas anteriormente. El Demandado niega las reclamaciones de los Demandantes y niega haber cometido ninguna infracción.

3. ¿POR QUÉ SE TRATA DE UNA DEMANDA COLECTIVA?

En una Demanda colectiva laboral, una o más personas denominadas “representantes de la Clase” (en este caso, los Demandantes) interponen una Demanda en nombre de todos los trabajadores que, según ellos, tienen reclamaciones similares. Todos estos trabajadores constituyen un colectivo o miembros de la Clase. Interponer una sola Demanda, en lugar de muchas pequeñas, ahorra dinero, tiempo y recursos judiciales. El tribunal resuelve las cuestiones para todos los miembros de la Clase, excepto para aquellos que se excluyen del mismo.

4. ¿POR QUÉ HAY UN ACUERDO?

El tribunal no falló a favor de los Demandantes ni de los Demandados sobre el fondo de las reclamaciones alegadas en la Demanda. Los Demandantes creen que ganarían el juicio. Los Demandados piensan que la Demanda de los Demandantes no llegaría a juicio y/o que los Demandantes no ganarían el juicio. Sin embargo, no ha habido juicio. En cambio, reconociendo el riesgo al que se enfrentan ambas partes si el caso sigue adelante, las partes han acordado un Acuerdo negociado. De esta manera, todas las partes evitan el costo de preparar y llevar a cabo un juicio, el riesgo de perder el derecho a un juicio, y los trabajadores afectados por las presuntas violaciones reciben una indemnización. El Acuerdo representa un compromiso y la resolución de reclamaciones muy controvertidas. Los Demandantes, así como los abogados de los Demandantes (denominados “abogados de la Clase”), consideran que el Acuerdo es justo y razonable y que redundará en el mejor interés de todos los miembros de la Clase.

¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

5. ¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

Si recibió este Aviso, usted es miembro de la Clase a efectos del Acuerdo. La Clase incluye a todas las personas que trabajaron para cualquiera de los Demandados en California como empleados remunerados por hora o no exentos en cualquier momento desde el 5 de julio de 2018 hasta la fecha en que el tribunal conceda la aprobación preliminar del Acuerdo.

6. ¿EXISTEN EXCEPCIONES PARA SER INCLUIDO?

Usted no es miembro de la Clase si ya ha resuelto las reclamaciones presentadas en esta Demanda, ya sea mediante un Acuerdo o un procedimiento legal independiente (es decir, otra Demanda).

BENEFICIOS DEL ACUERDO: LO QUE USTED OBTENDRÁ

7. ¿QUÉ OFRECE EL ACUERDO?

El Demandado ha acordado pagar un importe bruto del Acuerdo (“GSA”) de \$495,000.00 para resolver la Demanda. Del GSA, el abogado de la Clase solicitará al tribunal los honorarios de los abogados de hasta un tercio (1/3) del GSA, actualmente \$165,000.00 y hasta 25 000,00 en concepto de costas; Pago por servicios de representación de la Clase de \$10,000.00 a cada Demandante (por el trabajo y los esfuerzos de los Demandantes en la tramitación de este caso); un pago por sanciones PAGA de \$25,000.00 para resolver las reclamaciones PAGA; y gastos de administración del Acuerdo a Phoenix Settlement Administrators, que no excederán los \$7,925.00. El importe exacto de los honorarios y gastos de litigio de los abogados de la Clase, los pagos por servicios de representación de la Clase y los gastos de administración serán determinados por el tribunal en la audiencia de aprobación definitiva. La parte restante del importe del Acuerdo, el “importe neto del Acuerdo” o “NSA”, se estima actualmente en aproximadamente **\$252,075.00**. El NSA se repartirá y pagará como pagos individuales de la Clase a los miembros de la Clase del Acuerdo, que son los miembros de la Clase que no solicitan ser excluidos del Acuerdo.

Pago de multas PAGA: Como parte de la sección PAGA del Acuerdo, las Partes solicitarán al Tribunal que apruebe un pago de multas PAGA por valor de \$25,000.00 en concepto de liquidación de reclamaciones por sanciones civiles en virtud de la Ley Paga. Tal y como exige la Ley Paga, el 75 % del pago de multas PAGA, es decir, \$18,750.00, se abonará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California. El 25 % restante del pago de las sanciones de la Ley Paga, es decir, \$6,250.00, se distribuirá entre los empleados perjudicados en forma de pagos individuales de la Ley Paga.

8. ¿A CUÁNTO ASCENDERÁ SU PAGO?

En la primera página de este aviso aparece una aproximación de su pago individual por Clase. Si también es un empleado agraviado, en la primera página de este aviso también aparecerá una aproximación de su pago individual PAGA.

Pago individual por Clase: Su pago individual por Clase se basa en el número de semanas laborales que trabajó, según consta en los registros del Demandado, en comparación con el número total de semanas laborales trabajadas por todos los miembros de la Clase durante el período de la Clase (del 5 de julio de 2018 hasta la fecha en que el tribunal conceda la aprobación preliminar del Acuerdo). El ochenta por ciento (80 %) del pago individual de cada miembro de la Clase se considerará un pago en concepto de liquidación de las supuestas reclamaciones por sanciones e intereses y será declarado en el formulario 1099 por el administrador del Acuerdo, y el veinte por ciento (20 %) del pago individual de cada miembro de la Clase se considerará un pago en concepto de liquidación de las supuestas reclamaciones por salarios impagados. El 20 % asignado como salarios impagados se reducirá en función de las retenciones y deducciones fiscales aplicables sobre la nómina y se declarará en un formulario W-2.

Pago individual PAGA: Si trabajó para el Demandado desde el 2 de junio de 2022 hasta la fecha en que el tribunal conceda la aprobación preliminar del Acuerdo (“período PAGA”), también es un “empleado agraviado” y recibirá un pago individual PAGA además de su pago individual de la Clase. Los pagos PAGA individuales se basan en el número de períodos de pago PAGA trabajados por cada empleado agraviado en comparación con el importe total de los períodos de pago PAGA trabajados por todos los empleados agraviados durante el período PAGA. El cien por cien (100 %) del pago PAGA individual de cada empleado perjudicado se considerará una sanción y no se reducirá por retenciones y deducciones del impuesto sobre la nómina. El administrador del Acuerdo informará del pago PAGA individual en el formulario 1099. En la primera página de este aviso aparece una aproximación de su pago PAGA individual previsto.

En el caso de los miembros de la Clase que también sean empleados agraviados, su pago individual de la Clase se combinará con su pago individual PAGA, y recibirán un único cheque por los pagos combinados. Si un miembro de la Clase decide excluirse del Acuerdo, seguirá recibiendo un pago individual PAGA, ya que los empleados agraviados no pueden excluirse de la parte PAGA del Acuerdo. Véase, por ejemplo, *Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

CÓMO OBTENER UN PAGO

9. ¿CÓMO RECIBO UN PAGO?

No es necesario que haga nada para recibir un pago. Sin embargo, si cree que el número de semanas laborales o períodos de pago PAGA que trabajó es incorrecto, corríjalo y proporcione cualquier prueba que lo respalde al administrador del Acuerdo, cuya información de contacto figura en la sección 12 más abajo.

10. ¿CUÁNDO RECIBIRÉ MI PAGO?

El Tribunal celebrará una audiencia final de equidad el **16 de enero de 2026, a las 9:00 a.m.**, para decidir si aprueba el Acuerdo. Si el juez aprueba el Acuerdo y alguien se opone, puede haber apelaciones. Nunca se sabe cuándo se resolverán estas objeciones y apelaciones, y resolverlas puede llevar tiempo. Si no hay objeciones, la fecha de entrada en vigor del Acuerdo será la fecha en que el tribunal dicte la orden que otorga la aprobación definitiva.

Tras la fecha de entrada en vigor, los pagos individuales de la Clase y los pagos individuales de la Ley Paga se enviarán por correo a los miembros participantes de la Clase y a los empleados perjudicados aproximadamente cuarenta y cinco (45) días después de que la aprobación del Acuerdo por parte del tribunal sea definitiva, siempre que no haya apelaciones.

Los cheques del Acuerdo deben cobrarse inmediatamente después de su recepción. Los ingresos de los cheques que no se hayan cobrado después de 180 días desde la fecha de emisión se enviarán al Fondo de Propiedad No Reclamada del Estado de California a nombre de cada miembro participante de la Clase y/o empleado perjudicado que no haya cobrado su cheque del Acuerdo. Si pierde o extravía su cheque del Acuerdo, debe ponerse en contacto con el administrador del Acuerdo inmediatamente para solicitar un reemplazo. Puede buscar propiedad no reclamada en el sitio web del estado en: https://www.sco.ca.gov/search_upd.html

Para obtener información actualizada sobre el estado de los pagos, póngase en contacto con el Administrador del Acuerdo (véase la sección 12).

11. ¿A QUÉ RENUNCIO PARA OBTENER UN PAGO?

Si el tribunal aprueba este Acuerdo y a menos que se excluya, se convertirá en miembro participante de la Clase, lo que significa que no podrá Demandar, continuar Demandando ni formar parte de ninguna otra Demanda contra el Demandado en relación con las reclamaciones legales que se resuelven en este Acuerdo. En concreto, renunciará o “liberará” las reclamaciones colectivas liberadas que se describen a continuación contra el Demandado y todos los directivos, consejeros, empleados y agentes del Demandado (“partes liberadas”). Las liberaciones entrarán en vigor una vez que el GSA haya sido financiado íntegramente por el Demandado.

Reclamaciones de la Clase exoneradas: Las “reclamaciones de la Clase exoneradas” serán todas las reclamaciones, derechos, Demandas, responsabilidades y causas de acción alegadas o que podrían haberse alegado razonablemente sobre la base de los hechos alegados en la Demanda colectiva operativa.

Reclamaciones PAGA exoneradas: Si usted es un empleado agraviado (es decir, si trabajó para el Demandado durante el período PAGA), también exonerará todas las reclamaciones por sanciones civiles PAGA que se aleguen o que podrían haberse alegado razonablemente sobre la base de los hechos alegados en la Demanda operativa.

EXCLUIRSE DEL ACUERDO

12. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO?

Para excluirse del Acuerdo, debe enviar al Administrador del Acuerdo una solicitud de exclusión por escrito y firmada, que debe tener un matasello con una fecha igual o anterior al **31 de octubre de 2025**. Asegúrese de incluir su nombre, dirección y número de teléfono, así como cualquier otra información que considere útil para que el Administrador del Acuerdo pueda identificarlo. Puede enviar su solicitud de exclusión al Administrador del Acuerdo a:

Emerald Site Services, Inc. Acuerdo
c/o Administrador del Acuerdo
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503

Correo electrónico: info@phoenixclassaction.com

Si solicita ser excluido del Acuerdo, no estará legalmente obligado por nada de lo que suceda en la Demanda, excepto en lo que se refiere a la resolución de la reclamación PAGA. Si solicita ser excluido del Acuerdo, no podrá oponerse al mismo y no recibirá un Pago Individual de la Clase, pero seguirá recibiendo un Pago Individual de la Ley Paga si trabajó para el Demandado durante el Período de la Ley Paga (del 2 de junio de 2022 hasta la fecha en que el Tribunal conceda la aprobación preliminar del Acuerdo). Si solicita ser excluido, es posible que pueda Demandar (o continuar Demandando) al Demandado en el futuro.

13. SI NO ME EXCLUYO, ¿PUEDO DEMANDAR AL DEMANDADO POR LO MISMO MÁS ADELANTE?

No. A menos que se excluya, renuncia a cualquier derecho a Demandar al Demandado por las reclamaciones que resuelve este Acuerdo. Si tiene una Demanda pendiente, hable con su abogado inmediatamente. Debe excluirse de esta Demanda colectiva para continuar con su propia Demanda. Recuerde que el plazo de exclusión es con una fecha igual o anterior al **31 de octubre de 2025**.

14. SI ME EXCLUYO, ¿PUEDO OBTENER DINERO DE ESTE ACUERDO?

No. Si se excluye, no recibirá dinero alguno de este Acuerdo. Sin embargo, si se excluye del Acuerdo a tiempo, conservará el derecho a emprender su propia Demanda legal contra el Demandado, si así lo desea.

LOS ABOGADOS QUE LE REPRESENTAN EN ESTA DEMANDA

15. ¿TENGO UN ABOGADO EN ESTE CASO?

El Tribunal ha determinado que Wilshire Law Firm, PLC está cualificado para representarle a usted y a los miembros de la Clase en la Demanda. Estos abogados se denominan “abogados de la Clase” y su información de contacto se indica a continuación. Si usted desea ser representado por su propio abogado, puede contratar uno por su cuenta.

John G. Yslas

john.yslas@wilshirelawfirm.com

Jeffrey C. Bils

jeffrey.bils@wilshirelawfirm.com

Aram Boyadjian

aram.boyadjian@wilshirelawfirm.com

Lisa B. Iturriaga

lisa.iturriaga@wilshirelawfirm.com

Andrew Sandoval

andrew.sandoval@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa Street, Sky Lobby

Los Angeles, California 90017

Teléfono: (213) 381-9988

Fax: (213) 381-9989

16. ¿CÓMO SE PAGARÁ A LOS ABOGADOS?

Los abogados de la Clase solicitarán al tribunal que apruebe \$165,000.00 (o 1/3 de la GSA) en concepto de honorarios de abogados incurridos en la investigación de los hechos, el litigio del caso y la negociación del Acuerdo. Los abogados de la Clase también solicitarán al tribunal la aprobación de hasta \$25,000.00 en concepto de gastos de litigio incurridos en este asunto. El tribunal puede conceder a los abogados de la Clase una cantidad inferior a la solicitada. Los abogados de la Clase también solicitarán al tribunal que apruebe un pago a los Demandantes Edgar Jesús Lara y Mark Sexton por un importe de \$10,000.00 a cada uno, además del pago individual de la Clase y el pago individual de la Ley Paga por la iniciativa, el riesgo y el tiempo y la energía que los Demandantes han dedicado al servicio de la Clase como representantes del mismo. El tribunal puede conceder a los representantes de la Clase una cantidad inferior a la solicitada.

OBJECCIÓN AL ACUERDO

¿PREGUNTAS? LLAME AL 1-(800) 523-5773 SIN COSTO

Usted puede y tiene derecho a comunicar al tribunal que no está de Acuerdo con el Acuerdo o con alguna parte del mismo.

17. ¿CÓMO LE DIGO AL TRIBUNAL QUE OBJETO EL ACUERDO?

Si no cree que el Acuerdo sea justo, puede objetar parte o la totalidad del mismo. Puede objetar el Acuerdo en persona en la Audiencia de Aprobación Definitiva o puede presentar una objeción por escrito. Las objeciones por escrito y las notificaciones de intención de comparecer en la Audiencia de Aprobación Definitiva deben enviarse por correo al Administrador del Acuerdo y tener matasellos de fecha igual o anterior al **31 de octubre de 2025**, a la siguiente dirección:

Acuerdo de *Emerald Site Services, Inc.*
c/o Administrador del Acuerdo
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503

Correo electrónico: info@phoenixclassaction.com

La objeción por escrito debe incluir su nombre y dirección, y describir todas las razones legales y fácticas por las que se opone a los términos del Acuerdo. También debe incluir o adjuntar cualquier documento en el que se base su objeción. Si el Tribunal desestima la objeción en la audiencia de aprobación definitiva, se aprobará el Acuerdo y recibirá su pago. Si no presenta una objeción por escrito, aún puede comparecer en la audiencia de aprobación definitiva para expresar su objeción o para observar el procedimiento.

18. ¿CUÁL ES LA DIFERENCIA ENTRE OBJETAR Y SOLICITAR LA EXCLUSIÓN?

Oponerse es simplemente decirle al Tribunal que no está de Acuerdo con algo del Acuerdo. Solo puede oponerse si permanece en la Clase.

Solicitar la exclusión es decirle al Tribunal que no quiere formar parte de la Clase. Si se excluye, no tiene motivos para objetar porque el caso ya no le afecta y no recibirá ningún dinero de este Acuerdo. Si presenta tanto una objeción como una solicitud de exclusión del Acuerdo, prevalecerá la solicitud de exclusión y no recibirá ningún dinero de este Acuerdo.

AUDIENCIA DE IMPARCIALIDAD DEL TRIBUNAL

El Tribunal celebrará una Audiencia de Aprobación Definitiva para decidir si aprueba el Acuerdo. Usted puede asistir y solicitar intervenir, pero no está obligado a hacerlo.

19. ¿CUÁNDO Y DÓNDE DECIDIRÁ EL TRIBUNAL SI APRUEBA EL ACUERDO?

El Tribunal celebrará una Audiencia de Aprobación Definitiva el **16 de enero de 2026, a las 9:00 a.m.**, en el Departamento 23 del Tribunal Superior del Condado de Sacramento (Tribunal Superior Gordon D. Schaber), ubicado en 720 9th St., Sacramento, CA 95814, para determinar si el Acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. Si hay objeciones, el Tribunal las considerará en ese momento. También se le pedirá al Tribunal que apruebe las solicitudes de pagos por servicios de representación de la Clase y los honorarios de los abogados de la Clase y los pagos de gastos de litigio.

20. ¿TIENE QUE ASISTIR A LA AUDIENCIA?

No. El abogado de la Clase responderá a las preguntas que pueda tener el Tribunal. Sin embargo, puede asistir si lo desea. Si envía una objeción, no tiene que acudir al Tribunal para hablar sobre ella. Siempre que haya enviado su objeción por escrito al administrador del Acuerdo a tiempo, el Tribunal la tendrá en cuenta. También puede pagar a su propio abogado para que asista, pero no es necesario.

SI NO HACE NADA

21. ¿QUÉ SUCEDE SI NO HACE NADA?

Si no hace nada, recibirá un pago del Acuerdo y quedará vinculado por los términos del Acuerdo, lo que significa que no podrá iniciar una Demanda, continuar una Demanda ni formar parte de ninguna otra Demanda contra el Demandado en relación con las cuestiones legales de la Demanda.

OBTENER MÁS INFORMACIÓN

22. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

Si tiene alguna pregunta sobre el Acuerdo, puede ponerse en contacto con los abogados de la Clase utilizando la información de contacto que figura en la sección 15. También puede ponerse en contacto con el administrador del Acuerdo designado por el tribunal, Phoenix Settlement Administrators, llamando al número gratuito 1 (800) 523-5773, o puede escribir al administrador a la siguiente dirección:

Acuerdo de *Emerald Site Services, Inc.*
Administrador del Acuerdo
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503

Correo electrónico: info@phoenixclassaction.com
lara-v-emerald-site-services.phoenixcases.com

¿PREGUNTAS? LLAME AL 1-(800) 523-5773 SIN COSTO

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL NI A LOS ABOGADOS DE EMERALD SITE SERVICES, INC. PARA SOLICITAR INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN. SIN EMBARGO, PUEDE LLAMAR A LOS ABOGADOS DE LA DEMANDA COLECTIVA O AL ADMINISTRADOR DEL ACUERDO, QUE FIGURAN EN LA LISTA ANTERIOR.

EXHIBIT B



CASE ASSUMPTIONS

Class Members	330
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	327
Subtotal Admin Only	\$7,925.00

Not-to-Exceed Total \$7,925.00

For 330 Class Members

Pricing Good for Scope of Estimate Only

June 23, 2025

Case: Edgar Jesus Lara and Mark Sexton v. Emerald Site Services Opt-Out Admin wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Lisa Iturriaga, Esq.

Firm: Wilshire Law Firm, PLC

Direct Tel: (213) 381-9988 Ext. 887

Email: lisa.iturriaga@wilshirelawfirm.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 330 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 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$131.91	1	\$131.91
Call Center & Long Distance	\$2.00	32	\$64.00
NCOA (USPS)	\$125.00	2	\$250.00
Total			\$945.91

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.50	330	\$165.00
Notice Packet & Opt-Out Form	\$1.00	330	\$330.00
Estimated Postage (up to 2 oz.)*	\$0.69	330	\$227.70
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$2,347.70

* 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	3	\$165.00
Skip Tracing Undeliverables	\$1.50	33	\$49.50
Remail Notice Packets	\$1.00	33	\$33.00
Estimated Postage	\$0.69	33	\$22.77
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$420.27

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	3	\$255.00
Total			\$865.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	1	\$125.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$1.00	327	\$326.70
Estimated Postage	\$0.69	327	\$225.42
Total			\$1,567.12

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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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	\$125.00	2	\$250.00
Remail Undeliverable Checks (Postage Included)	\$1.50	16	\$24.00
Case Associate	\$55.00	1	\$55.00
Reconcile Uncashed Checks	\$100.00	1	\$100.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$100.00	1	\$100.00
Final Reporting & Declarations	\$110.00	2	\$220.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$930.00	1	\$930.00
Total			\$1,779.00

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

Estimate Total: \$7,925.00



PHOENIX

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.