

1 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
2 **FOR THE COUNTY OF LOS ANGELES**

3 CHARLES LAIZURE and BENJAMIN
4 BRAVO, Individually, and on behalf of other
members of the general public similarly situated,

5 Plaintiff,

6 v.

7 ALLWIRE, INC., a California Corporation;
8 ALAN HOPKINS, an individual; and DOES 1-
10, inclusive

9 Defendants.

Case No.: MCV087990

**DECLARATION OF JEFFREY D.
JOHNSON REGARDING THE NOTICE
PLAN IN SUPPORT OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

11 I, Jeffrey D. Johnson, declare as follows:

12 1. I am the Vice President of CAC Services Group, LLC (“CAC”), located at 6420 Flying
13 Cloud Dr Ste 101, Eden Prairie, MN 55344. I am over twenty-one (21) years of age and I am not
14 a party to the above-captioned action. I have personal knowledge of the facts set forth herein and,
15 if called as a witness, could and would testify competently thereto.

17 2. CAC provides a comprehensive range of class and collective action claims
18 administration services. CAC has extensive experience in data processing and acting as third-party
19 administrator in class and collective actions throughout the country.

20 3. CAC’s class and collective action administration services include: coordination of all
21 notice requirements; design of direct-mail notice, publication of summary notice, emailing notice
22 packets and claim forms; coordination with the U.S. Postal Service; database management; website
23 hosting and management; claims processing; fund management and distribution; and preparation
24 of reports describing notice programs and claims processing.

25 4. CAC was retained to act, and appointed by this Court to act, as the Claims Administrator
26 for this action and to date has provided the following services for the above-captioned action:
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- 1 a. Develop and execute a notice program targeting potential Settlement Class
2 members, as defined in the Class Action Settlement Agreement (the “Settlement
3 Agreement”):

4 *Settlement Class Member Definition:*

5 All persons who worked for Defendant Allwire, Inc. (“Defendant”)
6 as non-exempt, hourly employees in the State of California at any
7 time during the period from November 8, 2018 through February 28,
8 2025 (“Class Members”).

9
10 All persons who worked for Defendant as non-exempt, hourly
11 employees in the State of California at any time during the period
12 from September 4, 2021 through February 28, 2025 (“PAGA
13 Members”).

- 14
15 5. In regard to the notice program, CAC implemented the following notice plan:

- 16 a. Direct notice by first-class mail to all Settlement Class members whose names and
17 addresses were provided by Defendant.

- 18 6. To provide direct and timely notice by first-class mail, CAC performed the following:

- 19 a. On August 21, 2025, CAC received from Defendant an electronic list of sixty-seven
20 (67) names and addresses of persons identified as potential Settlement Class
21 members as defined in Paragraph 4 above (the “Settlement Class Member List”).
22 The Settlement Class Member List was updated using the National Change of
23 Address system (NCOA), which updates the addresses for all persons who had
24 moved in the previous four years and who had filed a change of address with the
25 U.S. Postal Service;

- 26
27 b. On September 2, 2025, the Notice of Class Action Settlement (the “Notice”) was
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1 printed, personalized, and inserted into a #10 window envelope (the "Notice
2 Packet"). The template of the Notice is attached hereto as Exhibit "1";

3 7. In support of the direct mail Notice Packet, CAC had regular phone communications
4 with Class Members calling CAC. In general, the purpose of these communications was to:

- 5 a. Transcribe and fulfill the Notice Packet as requested; and
6 b. Answer Settlement Class member questions about the Notice Packet.
7

8 8. As of the date of this Declaration, three (3) Notice Packets have been returned to CAC
9 by the U.S. Postal Service without forwarding addresses. For these Notice Packets, an address
10 search was completed resulting in two (2) new addresses. I caused the Settlement Class Member
11 List to be updated with the new addresses from the address search results and a Notice Packet to be
12 re-mailed to said Settlement Class members at each of these new addresses. Additionally, through
13 phone correspondence or other correspondence, CAC continued to make a good faith effort to re-
14 mail RFND mail leaving only one (1) Notice Packet that remains classified as undeliverable after
15 various attempts to locate the current address for said Settlement Class members.
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17 9. There is no claim form requirement in this case, so all individuals are included in the
18 recovery and payment unless they file a Request for Exclusion.

19 10. As of the date of this Declaration, CAC has received no (0) Requests for Exclusion.

20 11. As of the date of this Declaration, CAC has received no (0) objections.

21 12. Accordingly, there are sixty-seven (67) total Settlement Class Members who worked
22 7,320 Workweeks during the Class Period. Additionally, there are fifty (50) PAGA Employees
23 who worked 4,193 PAGA Workweeks during the PAGA Period.
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25 13. It is my opinion that the above-described notice program and the Notice Packet are
26 adequate and reasonable under the circumstances. They are consistent with standards previously
27 employed by CAC in notification programs designed to reach known members of settlement groups
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1 or classes. Additionally, the implemented notice program and the Notice Packet are fully compliant
2 with the notice requirements established by California law, as well as the parties' Settlement
3 Agreement and the prior Order of this Court.

4 14. Finally, if the settlement is finally approved by the Court, CAC will make all payment
5 distributions from funds provided by Defendants in accordance with terms of the Settlement
6 Agreement or as is otherwise ordered by the Court.

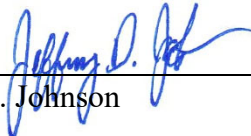
7 15. Currently, the estimated average gross Individual Settlement Share for each Settlement
8 Class Member would be \$2,204.38, the estimated highest gross Individual Settlement Share for
9 each Settlement Class Member is \$6,638.12, and the lowest Individual Settlement Share for each
10 Settlement Class Member is \$20.18.

11 16. Currently, the estimated average Individual PAGA Payment for each PAGA Employee
12 would be \$200.00, the estimated highest Individual PAGA Payment for each PAGA Employee
13 would be \$445.98, and the lowest Individual PAGA Payment for each PAGA Employee would be
14 \$2.38.

15 17. CAC's costs associated with the administration of this matter are \$3,973.85. This
16 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
17 distribution.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct. Executed this 10th day of October, 2025.

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Jeffrey D. Johnson

EXHIBIT 1:

- Notice of Class Action Settlement

Laizure vs. Allwire, Inc., No. MCV087990
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF MADERA
NOTICE OF CLASS ACTION SETTLEMENT

<ClaimID> <Barcode>
<Firstname> <Lastname>
<Address>
<City> <State> <Zip>

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Defendant Allwire, Inc. (“Defendant”) as non-exempt, hourly employees in the State of California at any time during the period from November 8, 2018 through February 28, 2025 (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly employees in the State of California at any time during the period from September 4, 2021 through February 28, 2025 (“PAGA Members”).

On July 29, 2025, the Honorable Michael Jurkovich of the Madera County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 8:30 a.m. on November 4, 2025 in Department 23 of the Madera County Superior Court located at 200 South G Street, Madera, California 93637.

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit www.AllwireSettlement.com for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is October 17, 2025	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by October 17, 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the Final Approval Hearing on November 4, 2025	The Court's Final Approval Hearing is scheduled to take place on November 4, 2025, in Department 23 of the Madera County Superior Court located at 200 South G Street, Madera, California 93637. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiffs Charles Laizure and Benjamin Bravo, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On November 19, 2024, the parties participated in a mediation with Christopher M. Barnes, Esq., an experienced and well-respected class action mediator. With Mr. Barnes's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Sullivan & Yaeckel Law Group, APC and Capstone Law APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs' claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or

Questions? Contact the Settlement Administrator toll free at 1-866-602-2260

claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$325,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments totaling \$10,000, (\$5,000 to Charles Laizure and \$5,000 to Benjamin Bravo) for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; (3) \$108,333 in attorneys' fees and up to \$15,000 in litigation costs and expenses; (4) a \$40,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$30,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$10,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$3,973.85. After deducting the above payments, a total of approximately \$147,693.15 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$10,000 PAGA Fund, regardless of whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from November 8, 2018 through February 28, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of **<ClassWeeks>** Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately **<ClassPayment>**.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from September 4, 2021 through February 28, 2025 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of **<PAGAWeeks>** Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately **<PAGAPayment>**.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately **<SumPayment>**. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before October 17, 2025, and must be sent to:

Questions? Contact the Settlement Administrator toll free at 1-866-602-2260

Settlement Administrator
c/o CAC Services Group
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344
Fax: (888) 495-9746

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendant fully funds the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action that are alleged in the operative Complaint, or which could have been alleged by reason of, or in connection with, any matter or fact set forth or referred to in the operative Complaint during the Class Period.

Released PAGA Claims: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiffs' LWDA letter during the PAGA Period.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator
c/o CAC Services Group
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344
Fax: (888) 495-9746

Questions? Contact the Settlement Administrator toll free at 1-866-602-2260

The Request for Exclusion must be postmarked or faxed not later than October 17, 2025. If you submit a Request for Exclusion which is not postmarked or faxed by October 17, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than October 17, 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for November 4, 2025, at 8:30 a.m. in the Superior Court of the State of California, for the County of Madera and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Eric Yaeckel
Sullivan & Yaeckel Law Group, APC
2330 Third Avenue
San Diego, California 92101
Phone: 619-702-6760

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 310-556-4811

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-866-602-2260