Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Selena Matavosian (SBN 348044)
LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Jacob McCullough

Paul K. Haines (SBN 248226)
Sean M. Blakely (SBN 264384)
Joel M. Gordon (SBN 280721)
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350 / Fax: (424) 292-2355

Attorneys for Plaintiff Joaquin Morales

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SHASTA

JACOB MCCULLOUGH, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. WRIGHT TREE SERVICE, INC., an Iowa corporation; WRIGHT TREE SERVICE OF THE WEST. INC., an Iowa corporation and DOES 1 through 100, inclusive, Defendants.	Case No.: 23CV-0203309 <u>CLASS ACTION</u> **DECLARATION OF NICK CASTRO OF ILYM GROUP, INC., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Date: March 16, 2026 Time: 9:00 a.m. Judge: Hon. Tamara L. Wood Dept.: 64

I, Nick Castro, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am the 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 Claims Administrator for the above captioned *McCullough, et al. v. Wright Tree Service, Inc., et al.,* 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. Attached hereto as **Exhibit A** is a true and correct copy of ILYM Group's current CV, reflecting our primary competencies as they relate to class action administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms of communication received by ILYM Group will be held in strict confidentiality and will not be disclosed. Attached hereto as **Exhibit B** is ILYM Groups' Security Summary and Protocol. ILYM Group is ensured with E&O and Cyber Insurance policies.

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and claims 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) printing and mailing the *Notice of Class Action Settlement,* in English, and Spanish (collectively referred to as "Class Notice Packet"); (b) receiving and processing requests for exclusion; (c) resolving Class Members' disputes over the number of workweeks Defendants have record of them working during the Class Period, which was pre-printed on their individualized Class Notice; (d) 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 (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On October 1, 2025, ILYM Group received the Court approved text for the Class Notice Packet from Counsel for Plaintiffs. ILYM Group prepared a draft of the formatted Class Notice Packet, which was approved by the Parties' Counsel and translated to Spanish prior to mailing.

5. On November 10, 2025, ILYM Group received the class data file from Counsel for Defendants, which contained the name, social security number, last known mailing address, class workweeks, and PAGA pay periods for each Class Member. The data file was uploaded to our database and checked for duplicates and other possible discrepancies. The Class List contained 1,293 individuals who worked 89,038 work weeks.

6. As part of the preparation for mailing, all 1,293 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 Packet. 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 Packet. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

7. On January 16, 2026, the Class Notice Packet was mailed, via U.S First Class Mail, to all 1,293 individuals contained in the Class List. Attached hereto, as **Exhibit C**, is a true and correct copy of the mailed Class Notice Packet.

8. As of the date of this declaration, 185 Class Notice Packets have been returned to our office as undeliverable. Of the 185 returned Class Notice Packets, none were returned with a forwarding. ILYM Group performed a computerized skip trace on the 185 returned Class Notice Packets that did not have a forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class Notice Packet. As a result of this skip trace, 103 updated addresses were obtained and the Class Notice Packets were promptly re-mailed to those Class Members, via

U.S First Class Mail.

9. As of the date of this declaration, a total of 103 Class Notice Packets have been re-mailed. Specifically, 103 have been re-mailed as a result of ILYM Group's skip tracing efforts.

10. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement is March 2, 2026.

11. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to submit a written objection to the Settlement is March 2, 2026.

12. As of the date of this declaration, ILYM Group has not received any disputes from Class Members. The deadline to submit a dispute to the Settlement is March 2, 2026.

13. As of the date of this declaration, ILYM Group will report a total of 1,293 Participating Class Members, representing 100.00% of the 1,293 Class Members. The total number of Workweeks worked by the Participating Class Members during the class period is 89,038.

14. Participating Class Members will receive a proportional share of the Net Class Settlement Amount through individual settlement payments, calculated by a pro-rata formula, based on the number of workweeks worked by Participating Class Members during the Class Period. The Net Class Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Maximum Settlement Amount for Class Counsel Fees and Class Counsel Expenses, the Class Representative Enhancement Payments, Administration Expenses Payment to ILYM Group, LWDA, and the PAGA Penalties allocation, e.g.,

Maximum Settlement Amount	**$3,275,500.00**
Class Counsel Fees	$1,091,833.33
Class Counsel Expenses	$19,205.63
Class Representative Enhancement Payment – McCullough	$12,500.00
Class Representative Enhancement Payment – Morales	$12,500.00
ILYM Group Fees	$9,950.00
LWDA	$77,231.25
PAGA Allocation to Aggrieved Employees	$25,743.75
Net Class Settlement Amount	**$2,026,536.04**

To determine a Participating Class Member's Individual Settlement Share, the Net Class Settlement Amount will be divided by the total number of workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of workweeks worked by that Participating Class Member. Based on these calculations, the Participating Class Members will receive an estimated average Individual Settlement Share of $1,567.31, with the estimated highest gross payment being $5,439.72, and the estimated lowest gross payment being $22.76.

16. The Individual PAGA Payments to the Aggrieved Employees will be calculated based on the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. There are 845 Aggrieved Employees who worked during the PAGA Period. Based on these calculations, the Aggrieved Employees will receive an estimated average Individual PAGA Payment of $30.47, with the estimated highest payment being $77.88.

17. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to date, as well as anticipated fees and costs for completion of the settlement administration, are $9,950.00. 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.

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 20th day of February 2026, at Tustin, California.

Nick Castro

NICK CASTRO

EXHIBIT "A"

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 14 years of experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

• Wage and Hour	• Consumer	• TCPA
• FLSA	• Finance	• Antitrust
• Insurance and Health Care	• ERISA	• Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of $32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with $62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- ***Administration Consultation***: Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- ***Fulfillment and Correspondence***: All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.

- ***Reverse Lookup***: A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.

- ***Creating Class Database***: All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.

- ***Claim Forms***: ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.

- ***Translations***: When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.

- ***Remails***: Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS
Notice Publication

- ***Legal Notices***: ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.

- ***Electronic Publication (Banner Ads)***: ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

- ***Electronic Mail Notices***: ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always "White List" accepted with minimal returns.

- ***Reach***: Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.

- ***Services Included***: Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- ***Case Notification, Maintenance and Management***: ILYM Group, Inc.'s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.

- ***Claims Processing***: All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.

- ***Call Center***: ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.

- ***Internet Support***: Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.

- ***Objection and Request for Exclusion***: All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- ***Network Security***: All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.

- ***Database Administration:*** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management***: Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.

- ***Check Printing and Mailing***: Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.

- ***Preparation, Filing and Reporting of Taxes***: ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report***: All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.

- ***Project Manager Final Report***: All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.

- ***Affidavits***: ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.

- ***Document Retention***: Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes

Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes

EXHIBIT "C"

NOTICE OF CLASS ACTION SETTLEMENT

Jacob McCullough, et al. v. Wright Tree Service, Inc., et al.
Superior Court of California for the County of Shasta, Case No. 23CV-0203309

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' 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 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 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 Jacob McCullough ("Plaintiff McCullough") and Joaquin Morales ("Plaintiff Morales") (together, "Plaintiffs") and Defendants Wright Tree Service, Inc. and Wright Tree Service of the West, Inc. (together, "Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Jacob McCullough, et al. v. Wright Tree Service, Inc., et al.*, Shasta County Superior Court, Case No. 23CV-0203309 ("Lead McCullough Action"), which may affect your legal rights. On October 27, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on March 16, 2026 at 8:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the Class Period.

"**Class Member**" means any member of the Class.

"**Class Period**" means the period from July 31, 2019 through February 24, 2024.

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

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

"**PAGA Period**" means the period from July 21, 2022 through February 24, 2024.

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

"**Pedro Actions**" means the actions entitled *Robert Joseph Pedro II v. CN Utility Consulting, Inc.*, Mendocino County Superior Court, Case No. 21CV00961 and *Robert Joseph Pedro II v. CN Utility Consulting, Inc.*, Mendocino County Superior Court, Case No. 21CV00963.

II. BACKGROUND OF THE LAWSUIT

On July 21, 2023, Plaintiff McCullough submitted written notice of his intent to pursue civil penalties for various alleged California Labor Code violations to the California Labor and Workforce Development Agency ("LWDA") and Defendants pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2699, *et seq.* ("McCullough PAGA Notice"). On July 31, 2023, Plaintiff McCullough initiated a putative class action by filing a Class Action Complaint for Damages against Defendants in the Superior Court of California for the County of Shasta ("Court"), Case No. 23CV-0202839 ("McCullough Class Action"), on behalf of himself and all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California. On September 8, 2023, Defendants removed the McCullough Class Action to United States District Court for the Eastern District of California, Case No. 2:23-CV-01927-MCE-DMC ("McCullough Federal Action").

On September 26, 2023, Plaintiff McCullough initiated a PAGA representative action by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendants in the Court, Case No. 23CV-0203309 ("Lead McCullough Action"), thereby asserting a single claim for civil penalties pursuant to PAGA.

On October 24, 2023, Plaintiff Morales submitted written notice of his intent to pursue civil penalties for various alleged California Labor Code violations to the LWDA and Defendant Wright Tree Service of the West, Inc. pursuant to PAGA, California Labor Code section 2699, *et seq.* ("Morales PAGA Notice"). On October 24, 2023, Plaintiff Morales initiated a putative class action by filing a Class Action Complaint against Defendant Wright Tree Service of the West, Inc. in the Superior Court of California for the County of Marin, Case No. CV0001290 ("Morales Action"), on behalf of himself and all current and former non-exempt employees in California.

The McCullough PAGA Notice and Morales PAGA Notice are together referred to as the "PAGA Notices." The McCullough Class Action, McCullough Federal Action, Lead McCullough Action, and Morales Action are collectively referred to as the "Actions."

On **December 29, 2023**, Plaintiff Morales filed a First Amended Class and Representative Action Complaint against Defendant Wright Tree Service of the West, Inc. in the Morales Action, thereby adding a claim for civil penalties under PAGA. On January 11, 2024, Defendant Wright Tree Service of the West, Inc. removed the Morales Action to United States District Court for the Northern District of California, Case No. 3:24-CV-00216-LB (later changed to 3:24-cv-00216-EMC).

On **September 24, 2025**, Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") against Defendants in the Lead McCullough Action, thereby consolidating the claims and parties in the Actions into a single consolidated complaint.

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep complete and accurate payroll records, reimburse necessary business-related expenses, pay sick time wages, pay reporting time pay, and thereby engaged in unfair business practices in violation of California Business & Professions Code sections 17200, *et seq*., and conduct that gives rise to penalties under PAGA. 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.

Defendants deny that they violated the law in any way and contend that they timely and properly paid all wages owed; provided all required meal and rest breaks; properly issued accurate, itemized wage statements; provided all reimbursements for business expenses; and did not engage in any unfair competition or violations of PAGA. Defendants have denied, and continue to deny, the factual and legal allegations in the Actions and believe that they have valid defenses to Plaintiffs' claims. Defendants contend that Plaintiffs' claims do not have merit and do not meet the requirements for class certification.

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 the Stipulation of Class and Representative Action Settlement and Release and Amendment No. 1 to Stipulation of Class and Representative Action Settlement and Release (together, "Settlement" or "Settlement Agreement").

On October 27, 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 Jacob McCullough and Joaquin Morales as representatives of the Class ("Class Representative(s)"), and the following Plaintiffs' attorneys as counsels for the Class ("Class Counsels"):

Arby Aiwazian
Joanna Ghosh
Selena Matavosian
Lawyers *for* Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350 / Fax: (424) 292-2355

If you are a Class Member, you do not need to 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 Pay Periods credited to you, if you so choose, as explained more fully in Section III below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment. All PAGA Members – regardless of whether they request to be excluded from the Class Settlement – will receive an Individual PAGA Payment.

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 Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs or to Class Members. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The maximum settlement amount is Three Million Two Hundred Seventy-Five Thousand Five Hundred Dollars and Zero Cents ($3,275,500.00) (the "Maximum Settlement Amount") to be paid by Defendants. The portion of the Maximum Settlement Amount that is available for distribution to Participating Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Maximum Settlement Amount less the following payments, which are subject to approval by the Court: (1) Attorney's Fees and Costs, consisting of attorneys' fees in an amount up to one-third (1/3) of the Maximum Settlement Amount (i.e., $1,091,833.33), and the reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) to Class Counsels; (2) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars and Zero Cents ($12,000.00) to the Settlement Administrator; (3) PAGA Payment in the amount of One Hundred and Two Thousand Nine Hundred and Seventy-Five Dollars and Zero Cents ($102,975.00); and (4) Enhancement Payments in an amount up to Twelve Thousand Five Hundred Dollars and Zero Cents ($12,500.00) to each Plaintiff for their services in prosecuting the Actions. Seventy-five percent (75%) of the PAGA Payment, or $77,231.25, will be paid to the LWDA ("LWDA Payment") and the remaining twenty-five percent (25%) or, $25,743.75, will be distributed to PAGA Members on a *pro rata* basis ("PAGA Member

Amount”).

Class Members may be eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Class Settlement Amount (“Individual Settlement Share”) based on the number of calendar weeks during the Class Period that each Class Member worked at least one day for Defendants within the State of California during the Class Period (“Workweeks”). PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”) based on the number of calendar weeks during the PAGA Period that each PAGA Member worked at least one day for Defendants within the State of California during the PAGA Period (“Pay Periods”).

The Settlement Administrator has divided the Net Class Settlement Amount by the total number of Workweeks for all Class Members during the Class Period (resulting in the “Class Workweek Value”), and then multiplied the Class Workweek Value by the number of Workweeks worked by each Participating Class Member during the Class Period to yield his, her, or their estimated Individual Settlement Share (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement (“Participating Class Members”) will be issued payment of their final Individual Settlement Payment.

The Settlement Administrator has divided twenty-five percent (25%) of the PAGA Member Amount ($25,743.75) by the total number of Pay Periods for all PAGA Members during the PAGA Period (resulting in the “PAGA Pay Periods Value”), and then multiplied the PAGA Pay Periods Value by the number of Pay Periods worked by each PAGA Member during the PAGA Period to yield his, her, or their Individual PAGA Payment (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated as twenty percent (20%) disputed wages, which will be reported on an IRS Form W-2, and forty percent (40%) as penalties and forty percent (40%) as interest, which will be reported on an IRS Form-1099 by the Settlement Administrator. Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as “Individual Settlement Payment”). The employer’s share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Shares will be paid by Defendants separately and in addition to the Maximum Settlement Amount. Individual PAGA Payments will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this 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. <u>Your Workweeks and/or Pay Periods Based on Defendants’ Records</u>

According to Defendants’ records:

- **From July 31, 2019 through February 24, 2024 (i.e., Class Period), you are credited as having worked «Class_Work_Weeks» Workweeks.**
- **From July 21, 2022 through February 24, 2024 (i.e., PAGA Period), you are credited as having worked «PAGA_Pay_Periods» Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit a written letter to the Settlement Administrator at the address specified in Section IV.B below, by mail, postmarked **no later than March 2, 2026**. The dispute regarding Workweeks and/or Pay Periods must: (a) contain the case name and number of the Lead McCullough Action, (b) be signed by you, (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number, (d) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you during the Class Period and/or PAGA Period and what you contend is the correct number(s) to be credited to you, and (e) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that you contend should be credited to you are correct.

C. <u>Your Estimated Individual Settlement Share and/or Individual PAGA Payment (if applicable)</u>

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

> **Under the terms of the Settlement, your Individual Settlement Share is estimated to be $«Est_Individual_Settlement_Share». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding 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 $«Est_Individual_PAGA_Payment».

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

D. <u>Release of Claims</u>

Upon the Effective Date and the complete funding of the Maximum Settlement Amount, Plaintiffs and all Participating 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 that accrued during the Class Period.

Upon the Effective Date and the complete funding of the Maximum Settlement Amount, Plaintiffs and the State of California (including the LWDA) with respect to the PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims that accrued during the PAGA Period.

"Released Class Claims" means any and all claims under state, federal, or local law, whether statutory or common law, including, *inter alia*, claims under the California Labor Code, applicable Wage Orders, regulations, and/or other provisions of law, alleged in the Operative Complaint or that reasonably could have been alleged based on the factual allegations contained in the Operative Complaint, arising during the Class Period, including but not limited to claims for failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay minimum wages, failure to pay all wages timely upon termination, failure to timely pay wages during employment, failure to provide compliant itemized wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, failure to pay sick time pay, and failure to pay reporting time pay, in violation of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-2001, and 16-2001, and unfair business practices in violation of California Business and Professions Code section 17200, *et seq*. based on the claims alleged; and any claims for injunctive relief, liquidated damages, penalties, interest, fees, and costs related to the aforementioned claims alleged.

"Released PAGA Claims" means any and all claims for civil penalties under PAGA, arising out of the facts alleged in the Operative Complaint and PAGA Notices or that reasonably could have been alleged based on the factual allegations contained in the Operative Complaint and PAGA Notices, arising during the PAGA Period, including but not limited to claims for failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay minimum wages, failure to pay all wages timely upon termination, failure to timely pay wages during employment, failure to provide compliant itemized wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, failure to pay sick time pay, and failure to pay reporting time pay, in violation of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-2001, and 16-2001.

"Released Parties" means Defendants and all of their present and former parent companies, subsidiaries, divisions, members, joint ventures, related or affiliated companies, and their shareholders, officers, directors, employees, agents, attorneys (including, Defendants' counsel of record in the Actions), insurers, successors and assigns, and any other individual or entity that could be liable for any of the claims released through this Settlement.

E. Attorneys' Fees and Costs to Class Counsels

Class Counsels will request attorneys' fees in an amount of up to one-third (1/3) of the Maximum Settlement Amount (i.e., up to $1,091,833.33) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) (together, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsels have been prosecuting the Actions on behalf of Plaintiffs and Class Members 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 amount of Twelve Thousand Five Hundred Dollars and Zero Cents ($12,500.00) each in recognition of their services in connection with the Actions and in exchange for their broad general release of their individual claims ("Enhancement Payments"). The Enhancement Payments will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their individual settlement payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is currently estimated not to exceed Twelve Thousand Dollars and Zero Cents ($12,000.00) ("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 and PAGA Members of the Settlement, processing Requests for Exclusion, Objections, and disputes of Workweeks and/or Pay Periods, 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 Maximum Settlement Amount, subject to approval by the Court.

H. When Will I Receive my Settlement Payment(s)?

Defendants shall fund the Maximum Settlement Amount and the employer's share of payroll taxes and contributions in connection with the wages portion of Individual Settlement Shares within ten (10) business days of the Effective Date. Within seven (7) business days of the funding of Maximum Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (1) Individual Settlement Payments to the Participating Class Members; (2) Individual PAGA Payments to the PAGA Members; (3) LWDA Payment the LWDA; (4) Enhancement Payments to Plaintiffs; (5) Attorneys' Fees and Costs to Class Counsels; and (6) Settlement Administration Costs to the Settlement Administrator.

"Effective Date" means the date when all of the following events have occurred in the Actions: (1) the Settlement has been executed by all Parties, Class Counsels, and Defense Counsel; (2) the Court has given Preliminary Approval to the Settlement; (3) the Class Notice has been given to Class Members and PAGA Members; (4) the Court has held the Final Approval Hearing and entered a Final Approval Order and Judgment certifying the Settlement Class and approving the Settlement; and (5) sixty-six (66) calendar days have passed since the filing and service of the notice of entry of the Final Approval Order and Judgment certifying the Settlement Class and approving the Settlement. If any appeal, review, writ, motion, *ex parte* application, late objection, post judgment/order challenge, and/or other proceeding opposing the Court's Final Approval Order approving the Settlement have been filed, the Effective Date occurs five (5) business days after any appeal, review, writ, motion, *ex parte* application, late objection, post judgment/order challenge, and/or other proceedings opposing the Settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief, including further appeals. The Effective Date will not have occurred until after the same above-listed events and conditions have taken place in the Pedro Actions.

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

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the 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, 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 described in Section III.D above.

If you are a PAGA Member, 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 described in Section III.D above.

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

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by sending a written letter indicating a request to be excluded ("Request for Exclusion") to the Settlement Administrator by mail at the specified address below, postmarked **no later than March 2, 2026**.

ILYM Group, Inc.
P.O. Box 2031, Tustin, California 92781

The Request for Exclusion must: (a) contain the case name and number of the Lead McCullough Action; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social

Security Number; and (d) clearly state that you do not wish to be included in the Class Settlement.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment an Individual Settlement Payment, will not be bound by the Class Settlement (or 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 valid and timely Request for Exclusion will be deemed Participating 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 Members 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, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection ("Objection") to the Settlement Administrator by mail, postmarked **no later than March 2, 2026**, or by presenting your objection at the Final Approval Hearing, regardless of whether you have submitted a timely and valid Objection.

The Objection must: (a) be signed by you; (b) contain the case name and number of the Lead McCullough Action; (c) contain your full name, telephone number, mailing address, and last four digits of your Social Security Number; (d) clearly state the factual and legal basis for objecting to the Class Settlement; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; (f) indicate whether you are represented by counsel and identify said counsel; and (g) indicate whether you intend to appear at the Final Approval Hearing and seek to be heard at the Final Approval Hearing.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 64 of the Superior Court of the State of California for the County of Shasta, located at 1515 Court Street, Redding, California 96001, on **March 16, 2026**, at **8:30 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 Counsels, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear in person or remotely if you wish to.

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 court records in the Lead McCullough Action for free by visiting the Court's public counter at the Civil Division, located at the 1515 Court Street, Redding, California 96001, during business hours. You may also request copies by visiting the public counter or by mail for a fee.

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], OR YOU MAY ALSO CONTACT CLASS COUNSELS.

AVISO DEL ACUERDO DE DEMANDA COLECTIVA

Jacob McCullough, et al. contra Wright Tree Service, Inc., et al.
Tribunal Superior de California para el Condado de Shasta, Núm. del Caso 23CV-0203309

POR FAVOR, LEA CON ATENCIÓN EL PRESENTE AVISO.

Ha recibido el presente Aviso porque los registros de los Demandados indican que podría tener derecho a participar en el acuerdo de conciliación de demanda colectiva alcanzado en el caso mencionado anteriormente.

No es necesario que realice ninguna acción para recibir el pago del acuerdo de conciliación.

El objetivo del presente Aviso es informarle sobre sus derechos y opciones con respecto al acuerdo de conciliación, y sobre cómo puede solicitar ser excluido del Acuerdo de Conciliación de la Demanda Colectiva, objetar al Acuerdo de Conciliación de la Demanda Colectiva y/o disputar el número de Semanas Laborales y/o Períodos de Pago que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha alcanzado un acuerdo de demanda colectiva y representativa entre los Demandantes Jacob McCullough ("Demandante McCullough") y Joaquín Morales ("Demandante Morales") (en conjunto, "Demandantes") y los Demandados Wright Tree Service, Inc. y Wright Tree Service of the West, Inc. (en conjunto, "Demandados") (los Demandantes y los Demandados se denominan colectivamente las "Partes") en el caso titulado *Jacob McCullough, et al. contra Wright Tree Service, Inc., et al.*, Tribunal Superior del Condado de Shasta, Núm. del Caso 23CV-0203309 ("Demanda Principal de McCullough"), que puede repercutir en sus derechos legales. El 27 de octubre de 2025, el Tribunal concedió la aprobación preliminar del acuerdo de conciliación y programó una audiencia para el 16 de marzo de 2026 a las 8:30 a. m. ("Audiencia de Aprobación Definitiva") con el fin de determinar si el Tribunal debe conceder la aprobación definitiva del acuerdo de conciliación.

I. DEFINICIONES IMPORTANTES

"Grupo de la Demanda Colectiva" se refiere a todos los empleados actuales y anteriores remunerados por hora o no exentos que trabajaron para los Demandados en el estado de California en cualquier momento durante el Período de la Demanda Colectiva.

"**Miembros del Grupo de la Demanda Colectiva**" se refiere a cualquier miembro del Grupo de la Demanda Colectiva.

"**Período del Grupo de la Demanda Colectiva**" se refiere al período comprendido entre el 31 de julio de 2019 y el 24 de febrero de 2024.

"**Acuerdo de Conciliación del Grupo de la Demanda Colectiva**" se refiere al acuerdo de conciliación y la exoneración de las Reclamaciones Exoneradas del Grupo de la Demanda Colectiva.

"Miembro(s) de la PAGA" se refiere a todos los empleados actuales y anteriores remunerados por hora o no exentos que trabajaron para los Demandados en el Estado de California en cualquier momento durante el Período de la PAGA.

"Período de la PAGA" se refiere al período comprendido entre el 21 de julio de 2022 y el 24 de febrero de 2024.

"**Acuerdo de Conciliación de la PAGA**" se refiere al acuerdo de conciliación y exoneración de las Reclamaciones Exoneradas de la PAGA.

"**Demandas de Pedro**" se refiere a las demandas tituladas *Robert Joseph Pedro II contra CN Utility Consulting, Inc.*, Tribunal Superior del Condado de Mendocino, Núm. del Caso 21CV00961 y *Robert Joseph Pedro II contra CN Utility Consulting, Inc.*, Tribunal Superior del Condado de Mendocino, Núm. del Caso 21CV00963.

II. ANTECEDENTES DEL LITIGIO

El 21 de julio de 2023, el Demandante McCullough presentó un aviso por escrito de su intención de solicitar sanciones civiles por diversas presuntas violaciones del Código Laboral de California ante la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California ("LWDA", por sus siglas en inglés) y los Demandados, de conformidad con la Ley del Procurador General Privado del Código Laboral de California de 2004 ("PAGA", por sus siglas en inglés), sección 2699 del Código Laboral de California, y ss. ("Aviso de la PAGA de McCullough"). El 31 de julio de 2023, el Demandante

McCullough inició una demanda colectiva putativa al presentar una Demanda Colectiva por Daños y Perjuicios contra los Demandados en el Tribunal Superior de California para el Condado de Shasta ("Tribunal"), Núm. del Caso 23CV-0202839 ("Demanda Colectiva de McCullough"), en nombre propio y en el de todos los empleados actuales y anteriores remunerados por horas o no exentos que trabajaron para cualquiera de los Demandados en el Estado de California. El 8 de septiembre de 2023, los Demandados trasladaron la Demanda Colectiva de McCullough al Tribunal de Distrito de los Estados Unidos para el Distrito Este de California, Núm. del Caso No. 2:23-CV-01927-MCE-DMC ("Demanda Federal de McCullough").

El 26 de septiembre de 2023, el Demandante McCullough inició una demanda representativa en virtud de la PAGA presentando una Demanda de Ejecución en virtud de la Ley del Procurador General Privado, Código Laboral de California § 2698, y ss. contra los Demandados en el Tribunal, Núm. del Caso 23CV-0203309 ("Demanda Principal de McCullough"), afirmando así una única reclamación de sanciones civiles de conformidad con la PAGA.

El 24 de octubre de 2023, el Demandante Morales presentó un aviso por escrito de su intención de solicitar sanciones civiles por diversas presuntas violaciones del Código Laboral de California a la LWDA y al Demandado Wright Tree Service of the West, Inc. de conformidad con la PAGA, sección 2699 y ss. del Código Laboral de California ("Aviso de la PAGA de Morales"). El 24 de octubre de 2023, el Demandante Morales inició una demanda colectiva putativa al presentar una Demanda Colectiva contra el Demandado Wright Tree Service of the West, Inc. en el Tribunal Superior de California para el Condado de Marin, Núm. del Caso CV0001290 ("Demanda Morales"), en nombre propio y de todos los empleados actuales y anteriores no exentos de California.

El Aviso de la PAGA de McCullough y el Aviso de la PAGA de Morales se denominan conjuntamente "Avisos de la PAGA". La Demanda Colectiva de McCullough, la Demanda Federal de McCullough, la Demanda Principal de McCullough y la Demanda de Morales se denominan conjuntamente "Demandas".

El **29 de diciembre de 2023**, el Demandante Morales presentó una Primera Demanda Colectiva y Representativa Enmendada contra el Demandado Wright Tree Service of the West, Inc. en la Demanda de Morales, añadiendo así una reclamación de sanciones civiles en virtud de la PAGA. El 11 de enero de 2024, el Demandado Wright Tree Service of the West, Inc. trasladó la Demanda de Morales al Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California, Núm. del Caso 3:24-CV-00216-LB (posteriormente cambiado a 3:24-cv-00216-EMC).

El **24 de septiembre de 2025**, los Demandantes presentaron una Primera Demanda Colectiva Enmendada por Daños y Ejecución en virtud de la Ley del Procurador General Privado, Código Laboral de California § 2698, y ss. ("Demanda Operativa") contra los Demandados en la Demanda Principal de McCullough, consolidando así las reclamaciones y las partes en las Demandas en una única demanda consolidada.

Los Demandantes alegan que los Demandados no pagaron adecuadamente los salarios mínimos y las horas extras, no proporcionaron descansos para comer y descansar ni las remuneraciones adicionales asociadas, no pagaron puntualmente los salarios durante el empleo y al término del mismo, ni las sanciones por tiempo de espera asociadas, no proporcionaron nóminas precisas, no mantuvieron registros completos y precisos de las nóminas, no reembolsaron los gastos necesarios relacionados con el trabajo, no pagaron los salarios por baja por enfermedad, no pagaron las horas de presentación al trabajo y, por lo tanto, incurrieron en prácticas comerciales desleales que constituyen una violación de las secciones 17200 del Código Comercial y Profesional de California. *y ss*., y una conducta que da lugar a sanciones en virtud de la PAGA. Los Demandantes pretenden, entre otras cosas, la recuperación del salario no pagado y de las remuneraciones adicionales por comidas y descansos, los gastos comerciales no reembolsados, la restitución, las sanciones, el interés y los honorarios y costos de los abogados.

Los Demandados niegan haber cometido violación de la ley de ninguna manera y sostienen que pagaron de manera oportuna y adecuada todos los salarios adeudados; proporcionaron todos los descansos para comer y descansar requeridos; emitieron correctamente nóminas detalladas y precisas; proporcionaron todos los reembolsos por gastos comerciales; y no participaron en ninguna competencia desleal ni infringieron la PAGA. Los Demandados han negado, y siguen negando, las alegaciones fácticas y legales de las Demandas y consideran tener defensas válidas contra las reclamaciones de los Demandantes. Los Demandados sostienen que las reclamaciones de los Demandantes carecen de fundamento y no cumplen los requisitos para la certificación de la demanda colectiva.

Las Partes participaron en una mediación con un mediador de demandas colectivas de reconocido prestigio y, como resultado, las Partes llegaron a un acuerdo de conciliación. Desde entonces, las Partes han suscrito la Estipulación del

Acuerdo de Conciliación y Exoneración de Reclamaciones de la Demanda Colectiva y Representativa y la Enmienda No. 1 a la Estipulación del Acuerdo de Conciliación y Exoneración de Reclamaciones de la Demanda Colectiva y Representativa (en conjunto, la "Conciliación" o el "Acuerdo de Conciliación").

El 27 de octubre de 2025, el Tribunal dictó una orden por la que aprobaba de forma preliminar el Acuerdo de Conciliación. El Tribunal ha designado a ILYM Group, Inc. como administrador del Acuerdo de Conciliación ("Administrador del Acuerdo de Conciliación"), a los Demandantes Jacob McCullough y Joaquín Morales como representantes del Grupo de la Demanda Colectiva ("Representantes del Grupo de la Demanda Colectiva") y a los siguientes abogados de los Demandantes como asesores legales del Grupo de la Demanda Colectiva ("Asesores Legales del Grupo de la Demanda Colectiva"):

Arby Aiwazian
Joanna Ghosh
Selena Matavosian
Lawyers *for* Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Teléfono: (818) 265-1020 / Fax: (818) 265-1021

Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Teléfono: (424) 292-2350 / Fax: (424) 292-2355

Si usted es un Miembro del Grupo de la Demanda Colectiva, no necesita realizar ninguna acción para recibir un Pago Individual del Acuerdo de Conciliación, pero tiene la oportunidad de solicitar su exclusión del Acuerdo de Conciliación de la Demanda Colectiva (en cuyo caso no recibirá un Pago Individual del Acuerdo de Conciliación), objetar al Acuerdo de Conciliación de la Demanda Colectiva y/o disputar las Semanas Laborales y/o los Períodos de Pago que se le han acreditado, si así lo desea, tal y como se explica con más detalle en la Sección III más abajo. Si es miembro de la PAGA, no es necesario que realice ninguna acción para recibir un Pago Individual de la PAGA. Todos los miembros de la PAGA, independientemente de si solicitan ser excluidos del Acuerdo de Conciliación de la Demanda Colectiva, recibirán un Pago Individual de la PAGA.

El Acuerdo de Conciliación representa un compromiso y una resolución de reclamaciones altamente controvertidas. Nada de lo dispuesto en el Acuerdo de Conciliación pretende ser ni se interpretará como una admisión por parte de los Demandados de que las reclamaciones de las Demandas tienen fundamento o de que los Demandados tienen alguna responsabilidad frente a los Demandantes o a los Miembros del Grupo de la Demanda Colectiva. Los Demandantes y los Demandados, así como sus respectivos asesores, han concluido y acordado que, a la luz de los riesgos e incertidumbres que supone para cada parte la continuación del litigio, el Acuerdo de Conciliación es justo, razonable y adecuado, y redunda en el mejor interés de los Miembros del Grupo de la Demanda Colectiva. El Tribunal no ha pronunciado sobre los méritos de las reclamaciones de los Miembros del Grupo de la Demanda Colectiva y solo ha determinado que la certificación del Grupo de la Demanda Colectiva a efectos del acuerdo de conciliación es adecuada según la ley de California.

III. RESUMEN DEL ACUERDO DE CONCILIACIÓN PROPUESTO

A. Fórmula del Acuerdo de Conciliación

El importe máximo del acuerdo de conciliación es de tres millones doscientos setenta y cinco mil quinientos dólares con cero centavos ($3.275.500,00) (el "Importe Máximo del Acuerdo de Conciliación") que deberán pagar los Demandados. La parte del Importe Máximo del Acuerdo de Conciliación que está disponible para su distribución entre los Miembros Participantes de la Demanda Colectiva se denomina "Importe Neto del Acuerdo de Conciliación". El Importe Neto del Acuerdo de Conciliación será el Importe Máximo del Acuerdo de Conciliación menos los siguientes pagos, que están sujetos a la aprobación del Tribunal: (1) Los Honorarios y Costos de los Abogados, que consisten en los honorarios de los abogados por un importe de hasta un tercio (1/3) del Importe Máximo del Acuerdo de Conciliación (es decir, $1,091,833.33), y el reembolso de los costos y gastos de litigación por un importe que no excederá los Treinta Mil Dólares con Cero Centavos

($30,000.00) a los Asesores de la Demanda Colectiva; (2) Los Costos de Administración del Acuerdo de Conciliación por un importe que no exceda los Doce Mil Dólares con Cero Centavos ($12,000.00) para el Administrador del Acuerdo de Conciliación; (3) El pago de la PAGA por un importe de ciento dos mil novecientos setenta y cinco dólares y cero centavos ($102,975.00); y (4) Los pagos de mejora por un importe de hasta doce mil quinientos dólares y cero centavos ($12,500.00) a cada Demandante por sus servicios en la tramitación de las Demandas. El setenta y cinco por ciento (75%) del pago de la PAGA, es decir, $77,231.25, se abonará a la LWDA ("pago de la LWDA") y el veinticinco por ciento (25%) restante, es decir, $25,743.75, se distribuirá entre los miembros de la PAGA de forma *prorrateada* ("Importe de los Miembros de la PAGA").

Los Miembros del Grupo de la Demanda Colectiva pueden tener derecho a recibir un pago en virtud del Acuerdo de Conciliación de la Demanda Colectiva por su parte *prorrateada* del Importe Neto del Acuerdo de Conciliación ("Participación Individual del Acuerdo de Conciliación") en función del número de semanas naturales durante el Período de la Demanda Colectiva en las que cada Miembro del Grupo de la Demanda Colectiva haya trabajado al menos un día para los Demandados en el Estado de California durante el Período de la Demanda Colectiva ("Semanas Laborales"). Los miembros de la PAGA tienen derecho a recibir un pago en virtud del Acuerdo de Conciliación de la PAGA correspondiente a su parte *prorrateada* del importe de los miembros de la PAGA ("Pago Individual de la PAGA") en función del número de semanas naturales durante el Período de la PAGA en las que cada miembro de la PAGA haya trabajado al menos un día para los Demandados dentro del Estado de California durante el Período de la PAGA ("Períodos de Pago").

El Administrador del Acuerdo de Conciliación ha dividido el Importe Neto del Acuerdo de Conciliación entre el número total de Semanas Laborales de todos los Miembros de la Demanda Colectiva durante el Período de la Demanda Colectiva (lo que da como resultado el "Valor de la Semana Laboral del Grupo de la Demanda Colectiva") y luego ha multiplicado el Valor de la Semana Laboral del Grupo de la Demanda Colectiva por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Demanda Colectiva durante el Período de la Demanda Colectiva para obtener su Participación Individual Estimada del Acuerdo de Conciliación (que se menciona en la Sección III.C más abajo). A los Miembros del Grupo de la Demanda Colectiva que no presenten una Solicitud de Exclusión válida y oportuna ("Miembro Participante de la Demanda Colectiva") se les emitirá el pago de su Pago Individual del Acuerdo de Conciliación Definitivo.

El Administrador del Acuerdo de Conciliación ha dividido el veinticinco por ciento (25 %) del Importe de los Miembros de la PAGA ($25,743.75) entre el número total de Períodos de Pago de todos los Miembros de la PAGA durante el Período de la PAGA (lo que da como resultado el "Valor de los Períodos de Pago de la PAGA"), y luego ha multiplicado el Valor de los Períodos de Pago de la PAGA por el número de Períodos de Pago trabajados por cada Miembro de la PAGA durante el Período de la PAGA para obtener su Pago Individual de la PAGA (que se indica en la Sección III.C más abajo).

Cada Participación Individual del Acuerdo de Conciliación se asignará como un veinte por ciento (20%) de los salarios en disputa, que se declararán en el formulario W-2 del Servicio de Impuestos Internos (IRS, por sus siglas en inglés), y un cuarenta por ciento (40%) como sanciones y un cuarenta por ciento (40%) como intereses, que el Administrador del Acuerdo de Conciliación declarará en el formulario 1099 del IRS. Cada Participación Individual del Acuerdo de Conciliación estará sujeta a una reducción por la parte de los impuestos y retenciones del empleado con respecto a la parte salarial de la Participación Individual del Acuerdo de Conciliación (el pago neto se denomina "Pago Individual del Acuerdo de Conciliación"). La parte correspondiente al empleador de los impuestos sobre la nómina y las contribuciones con respecto a la parte salarial de las Participaciones Individuales del Acuerdo de Conciliación será pagada por los Demandados por separado y además del Importe Máximo del Acuerdo de Conciliación. Los Pagos Individuales de la PAGA se asignarán como sanciones del cien por ciento (100%), no estarán sujetos a impuestos ni retenciones, y se declararán en el formulario 1099 del IRS (si corresponde).

Si el Tribunal aprueba definitivamente el Acuerdo de Conciliación, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros Participantes de la Demanda Colectiva y los Pagos Individuales de la PAGA se enviarán por correo a los Miembros de la PAGA a la dirección que figura en los archivos del Administrador del Acuerdo de Conciliación. **Si la dirección a la que se envió por correo el presente Aviso no es correcta, o si se muda después de recibir el presente Aviso, debe proporcionar su dirección postal correcta al Administrador del Acuerdo de Conciliación lo antes posible para asegurarse de recibir cualquier pago al que pueda tener derecho en virtud del Acuerdo de Conciliación.**

B. Sus Semanas Laborales y/o Períodos de Pago Según los Registros de los Demandados

Según los registros de los Demandados:

- **Desde el 31 de julio de 2019 hasta el 24 de febrero de 2024 (es decir, el Período de la Demanda Colectiva), se le acredita haber trabajado «Class_Work_Weeks» Semanas Laborales.**
- **Desde el 21 de julio de 2022 hasta el 24 de febrero de 2024 (es decir, el Período de la PAGA), se le acredita haber trabajado «PAGA_Pay_Periods» Períodos de Pago de la PAGA.**

Si desea impugnar las Semanas Laborales y/o los Períodos de Pago que se le han acreditado, debe enviar una carta por escrito al Administrador del Acuerdo de Conciliación a la dirección especificada en la Sección IV.B más abajo, por correo postal, con matasellos **a más tardar el 2 de marzo de 2026**. La impugnación relativa a las Semanas Laborales y/o los Períodos de Pago debe: (a) contener el nombre y el número del caso de la Demanda Principal de McCullough, (b) estar firmada por usted, (c) contener su nombre completo, dirección, número de teléfono y los cuatro últimos dígitos de su número de Seguro Social, (d) indicar claramente que usted objeta el número de Semanas Laborales y/o Períodos de Pago que se le acreditaron durante el Período de la Demanda Colectiva y/o el Período de la PAGA y cuál es, en su opinión, el número correcto que se le debe acreditar, y (e) incluyendo información y/o adjuntando documentación que demuestre que el número de Semanas Laborales y/o Períodos de Pago que usted considera que se le deben acreditar es correcto.

C. Su Participación Individual Estimada del Acuerdo de Conciliación y/o Pago Individual de la PAGA (si corresponde)

Como se ha explicado anteriormente, su Participación Individual del Acuerdo de Conciliación y/o Pago Individual de la PAGA (si corresponde) estimados se basan en el número de Semanas Laborales y Períodos de Pago que se le han acreditado.

Según los términos del Acuerdo de Conciliación, su Participación Individual del Acuerdo de Conciliación se estima en $«Est_Individual_Settlement_Share». La Participación Individual del Acuerdo de Conciliación está sujeta a una reducción por la parte correspondiente al empleado de los impuestos y retenciones con respecto a la parte salarial de la Participación Individual del Acuerdo de Conciliación y solo se distribuirá si el Tribunal aprueba el Acuerdo de Conciliación y después de que el Acuerdo de Conciliación entre en vigor.

Según los términos del Acuerdo de Conciliación, su Pago Individual de la PAGA se estima en $«Est_Individual_PAGA_Payment».

El proceso de aprobación del acuerdo de conciliación puede tardar varios meses. Su Participación Individual del Acuerdo de Conciliación y/o Pago Individual de la PAGA (si corresponde) reflejados en el presente Aviso de Demanda Colectiva son solo estimaciones. Su Participación Individual del Acuerdo de Conciliación y/o Pago Individual de la PAGA (si corresponde) reales pueden ser superiores o inferiores.

D. Exoneración de Reclamaciones

En la Fecha Efectiva y tras la financiación completa del Importe Máximo del Acuerdo de Conciliación, se considerará que los Demandantes y todos los Miembros Participantes de la Demanda Colectiva han exonerado, resuelto, transigido, renunciado y eximido de forma total, definitiva y permanente a las Partes Exoneradas de todas las Reclamaciones Exoneradas de la Demanda Colectiva que se hayan acumulado durante el Período de la Demanda Colectiva.

En la Fecha Efectiva y tras el financiamiento completo del Importe Máximo del Acuerdo de Conciliación, se considerará que los Demandantes y el Estado de California (incluyendo la LWDA) con respecto a los Miembros de la PAGA han exonerado, conciliado, transigido, renunciado y eximido de forma total, definitiva y permanente a las Partes Exoneradas de todas las Reclamaciones Exoneradas de la PAGA que se acumularon durante el Período de la PAGA.

"Reclamaciones Exoneradas de la Demanda Colectiva" se refiere a todas y cada una de las reclamaciones en virtud de la ley estatal, federal o local, ya sea estatutaria o del derecho consuetudinario, incluyendo, *entre otras*, las reclamaciones en virtud del Código Laboral de California, las Órdenes Salariales aplicables, reglamentos y/u otras disposiciones de ley, alegadas en la Demanda Operativa o que razonablemente podrían haberse alegado sobre la base de las alegaciones fácticas contenidas en la Demanda Operativa, surgidas durante el Período de la Demanda Colectiva, incluyendo, pero sin limitarse a, las reclamaciones por incumplimiento de salarios por horas extras, incumplimiento de períodos de comida y remuneración adicional asociada, incumplimiento de períodos de descanso y remuneración adicional asociada, impago del salario mínimo, impago de la totalidad del salario a su debido tiempo tras la rescisión del empleo, impago puntual del salario durante el empleo, incumplimiento de la obligación de llevar los registros de nóminas requeridos, incumplimiento de la obligación de proporcionar nóminas detalladas conformes a la normativa, incumplimiento de la obligación de reembolsar los gastos profesionales necesarios, incumplimiento de la obligación de pagar las bajas por enfermedad e incumplimiento de la obligación de pagar las horas de presentación al trabajo, en violación del Código Laboral de California §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, y Órdenes Salariales de la Comisión de Bienestar Industrial Núm.. 4-2001, 5-2001 y 16-2001, y prácticas comerciales desleales que constituyen una violación de la sección 17200, *y ss*. del Código Comercial y Profesional de California, basadas en las reclamaciones alegadas; y cualquier reclamación de medidas cautelares, daños y perjuicios liquidados, sanciones, intereses, honorarios y costos relacionados con las reclamaciones antes mencionadas.

"Reclamaciones Exoneradas de la PAGA" se refiere a todas y cada una de las reclamaciones por sanciones civiles en virtud de la PAGA, que se deriven de los hechos alegados en la Demanda Operativa y los Avisos de la PAGA o que razonablemente podrían haberse alegado sobre la base de las alegaciones fácticas contenidas en la Demanda Operativa y los Avisos de la PAGA, que se produzcan durante el Período de la PAGA, incluyendo, pero sin limitarse a, las reclamaciones por impago de salarios por horas extras, impago de períodos de comida y remuneraciones adicionales asociadas, impago de períodos de descanso y remuneraciones adicionales asociadas, incumplimiento en el pago del salario mínimo, incumplimiento en el pago completo del salario a su debido tiempo tras la rescisión del empleo, incumplimiento en el pago del salario a su debido tiempo durante el empleo, incumplimiento en la entrega de nóminas detalladas conformes a la normativa, incumplimiento en la obligación de llevar los registros de nóminas requeridos, incumplimiento en el reembolso de los gastos profesionales necesarios, incumplimiento en el pago de la baja por enfermedad e incumplimiento en el pago de la paga por tiempo de presentación, en violación del Código Laboral de California §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, y Órdenes Salariales de la Comisión de Bienestar Industrial Núm. 4-2001, 5-2001 y 16-2001.

"Partes Exoneradas" se refiere a los Demandados y todas sus empresas matrices, subsidiarias, divisiones, miembros, empresas conjuntas, empresas relacionadas o afiliadas, actuales y anteriores, así como sus accionistas, directivos, funcionarios, empleados, agentes, abogados (incluyendo los abogados de los Demandados que figuran en el expediente de las Demandas), aseguradoras, sucesores y cesionarios, y cualquier otra persona física o entidad que pudiera ser responsable de cualquiera de las reclamaciones exoneradas mediante el presente Acuerdo de Conciliación.

E. <u>Honorarios y Costos de los Asesores de la Demanda Colectiva</u>

Los Asesores de la Demanda Colectiva solicitarán honorarios de abogados por un importe de hasta un tercio (1/3) del Importe Máximo del Acuerdo de Conciliación (es decir, hasta $1,091,833.33) y el reembolso de los costos y gastos del litigio por un importe que no excederá los treinta mil dólares con cero centavos ($30,000.00) (en conjunto, "Honorarios y Costos de los Abogados") sujetos a la aprobación del Tribunal. Los Honorarios y Costos de los Abogados concedidos por el Tribunal se pagarán con cargo al Importe Máximo del Acuerdo de Conciliación. Los Asesores de la Demanda Colectiva han estado llevando a cabo las Demandas en nombre de los Demandantes y los Miembros de la Demanda Colectiva sobre la base de honorarios contingentes (es decir, sin haber recibido ningún pago hasta la fecha) y han estado pagando todos los costos y gastos de la litigación.

F. <u>Pagos por Mejora a los Demandantes</u>

Los Demandantes solicitarán el importe de doce mil quinientos dólares y cero centavos ($12,500.00) cada uno en reconocimiento a sus servicios en relación con las Demandas y a cambio de la exoneración general a sus reclamaciones individuales ("Pagos de Mejora"). Los Pagos Adicionales se abonarán con cargo al Importe Máximo del Acuerdo de Conciliación, sujeto a la aprobación del Tribunal, y, si se conceden, se pagarán a los Demandantes además de los pagos individuales del acuerdo de conciliación a los que tienen derecho en virtud del Acuerdo de Conciliación.

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

Actualmente, se estima que el pago al Administrador del Acuerdo de Conciliación no superará los doce mil dólares con cero centavos ($12,000.00) ("Costos de Administración del Acuerdo de Conciliación") por los costos del proceso de notificación y administración del acuerdo de conciliación, incluyendo, entre otros, los gastos de notificar a los Miembros del Grupo de la Demanda Colectiva y a los Miembros de la PAGA sobre el Acuerdo de Conciliación, procesar las Solicitudes de Exclusión, los Objeciones y las disputas sobre las semanas laborales y/o los períodos de pago, el cálculo de las Participaciones Individuales del Acuerdo de Conciliación, los Pagos Individuales del Acuerdo de Conciliación y los Pagos Individuales de la PAGA, y la distribución de los pagos y los formularios fiscales en virtud del Acuerdo de Conciliación, y se pagarán con cargo al Importe Máximo del Acuerdo de Conciliación, sujeto a la aprobación del Tribunal.

H. ¿Cuándo recibiré el/los pago(s) del Acuerdo de Conciliación?

Los Demandados financiarán el Importe Máximo del Acuerdo de Conciliación y la parte correspondiente al empleador de los impuestos sobre nóminas y las contribuciones relacionadas con la parte salarial de las Participaciones Individuales del Acuerdo de Conciliación en un plazo de diez (10) días hábiles a partir de la Fecha Efectiva. En un plazo de siete (7) días hábiles a partir de la financiación del Importe Máximo del Acuerdo de Conciliación, el Administrador del Acuerdo de Conciliación emitirá los pagos adeudados en virtud del Acuerdo de Conciliación y aprobados por el Tribunal, de la siguiente manera: (1) Los Pagos Individuales del Acuerdo de Conciliación a los Miembros Participantes de la Demanda Colectiva; (2) Pago Individual de la PAGA a los miembros de la PAGA; (3) Pago de la LWDA a los Miembros de la LWDA; (4) Pagos de Mejora a los Demandantes; (5) Honorarios y Costos de los Abogados a los Asesores de la Demanda Colectiva; y (6) Costos de Administración del Acuerdo de Conciliación al Administrador del Acuerdo de Conciliación.

"Fecha Efectiva" se refiere a la fecha en la que se hayan producido todos los siguientes acontecimientos en las Acciones: (1) todas las Partes, los Asesores de la Demanda Colectiva y los Asesores Defensores hayan firmado el Acuerdo de Conciliación; (2) el Tribunal haya dado su Aprobación Preliminar al Acuerdo de Conciliación; (3) se haya enviado el Aviso de Demanda Colectiva a los Miembros de la Demanda Colectiva y a los Miembros de la PAGA; (4) El Tribunal ha celebrado la Audiencia de Aprobación Definitiva y ha dictado una Orden de Aprobación Definitiva y una Sentencia que certifica el Grupo del Acuerdo de Demanda Colectiva y aprueba el Acuerdo de Demanda Colectiva; y (5) han transcurrido sesenta y seis (66) días calendario desde la presentación y entrega del aviso de registro de la Orden de Aprobación Definitiva y la Sentencia que certifica al Grupo del Acuerdo de Conciliación y aprueba el Acuerdo de Conciliación. Si se ha presentado alguna apelación, revisión, recurso, moción, solicitud *ex parte*, objeción tardía, impugnación posterior a la sentencia/orden y/u otro procedimiento en contra de la Orden de Aprobación Definitiva del Tribunal que aprueba el Acuerdo de Conciliación, la Fecha Efectiva tendrá lugar cinco (5) días hábiles después de que cualquier apelación, revisión, recurso, moción, solicitud *ex parte*, objeción tardía, impugnación posterior a la sentencia/orden y/u otros procedimientos que se opongan al Acuerdo de Conciliación hayan sido desestimados de forma definitiva y concluyente, sin derecho a solicitar otras medidas o reparaciones, incluyendo nuevas apelaciones. La Fecha Efectiva no se producirá hasta que los mismos acontecimientos y condiciones mencionados anteriormente hayan tenido lugar en las Acciones de Pedro.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DEL GRUPO DE LA DEMANDA COLECTIVA?

A. Participar en el Acuerdo de Conciliación

Si desea participar en el Acuerdo de Conciliación y recibir dinero del Acuerdo de Conciliación, no tiene que realizar ninguna acción. Usted será incluido automáticamente en el Acuerdo de Conciliación de la Demanda Colectiva y se le emitirá su Pago Individual del Acuerdo de Conciliación, a excepción de que decida excluirse del Acuerdo de Conciliación de la Demanda Colectiva.

Salvo que usted decida excluirse del Acuerdo de Conciliación de la Demanda Colectiva, quedará sujeto a los términos del Acuerdo de Conciliación de la Demanda Colectiva y cualquier sentencia que pueda dictar el Tribunal basándose en él, y exonerará las Reclamaciones Exoneradas de la Demanda Colectiva descritas en la Sección III.D anterior.

Si es miembro de la PAGA, se le incluirá automáticamente en el Acuerdo de Conciliación de la PAGA y se le emitirá su Pago Individual de la PAGA. Esto significa que quedará sujeto a los términos del Acuerdo de Conciliación de la PAGA y cualquier sentencia que pueda dictar el Tribunal basándose en él, y exonerará las Reclamaciones Exoneradas de la PAGA descritas en la Sección III.D anterior.

Usted no será responsable de forma independiente del pago de los honorarios de los abogados ni de los costos y gastos de litigación, a excepción de que contrate a su propio abogado, en cuyo caso usted deberá hacerse cargo de los honorarios y gastos de su propio abogado.

B. Solicitud de Exclusión del Acuerdo de Conciliación de la Demanda Colectiva

Si no desea participar en el Acuerdo de Conciliación de la Demanda Colectiva, debe solicitar su exclusión del Acuerdo de Conciliación de la Demanda Colectiva enviando una carta por escrito indicando su solicitud de exclusión ("Solicitud de Exclusión") al Administrador del Acuerdo de Conciliación por correo postal a la dirección especificada más abajo, con matasellos **no posterior al 2 de marzo de 2026**.

ILYM Group, Inc.
P.O. Box 2031, Tustin, California 92781

La Solicitud de Exclusión debe: (a) contener el nombre y el número del caso de la Demanda Principal de McCullough; (b) estar firmada por usted; (c) contener su nombre completo, dirección, número de teléfono y los últimos cuatro dígitos de su número del Seguro Social; y (d) indicar claramente que no desea ser incluido en el Acuerdo de Conciliación de la Demanda Colectiva.

Si el Tribunal aprueba definitivamente el Acuerdo de Conciliación, cualquier Miembro del Grupo que presente una Solicitud de Exclusión válida y oportuna no tendrá derecho a recibir ningún Pago Individual del Acuerdo de Conciliación, no estará sujeto al Acuerdo de Conciliación de la Demanda Colectiva (ni a la renuncia a las Reclamaciones Exoneradas de la Demanda Colectiva descritas en la Sección III.D anterior) y no tendrá derecho a objetar, apelar o comentar el Acuerdo de Conciliación de la Demanda Colectiva. Los Miembros del Grupo de la Demanda Colectiva que no presenten una Solicitud de Exclusión válida y oportuna se considerarán Miembros Participantes de la Demanda Colectiva y estarán sujetos a todos los términos del Acuerdo de Conciliación de la Demanda Colectiva, incluyendo los relativos a exonerar las reclamaciones descritas en la Sección III.D anterior, así como a cualquier sentencia que pueda dictar el Tribunal sobre la base de las mismas. Los Miembros de la PAGA estarán sujetos al Acuerdo de Conciliación de la PAGA (y a la renuncia a las Reclamaciones Exoneradas de la PAGA descritas en la Sección III.D anterior) y se les seguirá abonando un Pago Individual de la PAGA, independientemente de si presentan una Solicitud de Exclusión.

C. Objetar el Acuerdo de Conciliación de la Demanda Colectiva

Puede objetar a los términos del Acuerdo de Conciliación de la Demanda Colectiva siempre y cuando no haya presentado una Solicitud de Exclusión, enviando una objeción por escrito ("Objeción") al Administrador del Acuerdo de Conciliación por correo, con matasellos **no posterior al 2 de marzo de 2026**, o presentando su objeción en la Audiencia de Aprobación Definitiva, independientemente de si ha presentado una Objeción válida y dentro del plazo establecido.

La Objeción debe: (a) estar firmada por usted; (b) contener el nombre y el número del caso de la Demanda Principal de McCullough; (c) contener su nombre completo, número de teléfono, dirección postal y los cuatro últimos dígitos de su número de Seguro Social; (d) indicar claramente los fundamentos fácticos y jurídicos para objetar al Acuerdo de Conciliación de la Demanda Colectiva; (e) incluir copias de cualquier escrito, informe u otros documentos en los que se base la objeción; (f) indicar si está representado por un asesor e identificar a dicho asesor; y (g) indicar si tiene intención de comparecer en la Audiencia de Aprobación Definitiva y solicitar ser oído en la Audiencia de Aprobación Definitiva.

V. AUDIENCIA DE APROBACIÓN DEFINITIVA

El Tribunal llevará a cabo una Audiencia de Aprobación Definitiva en el Departamento 64 del Tribunal Superior del Estado de California para el Condado de Shasta, ubicado en 1515 Court Street, Redding, California 96001, el **16 de marzo de 2026,** a las **8:30 a. m.**, para determinar si el Acuerdo de Conciliación debe aprobarse definitivamente como justo, razonable y adecuado. También se solicitará al Tribunal que apruebe y conceda los honorarios y costos de los abogados de la Demanda Colectiva, los pagos adicionales a los Demandantes y los Costos de Administración del Acuerdo al Administrador del Acuerdo de Conciliación.

La audiencia podrá continuar sin previo aviso a los Miembros del Grupo de la Demanda Colectiva. No es necesario que usted comparezca en la Audiencia de Aprobación Definitiva, aunque podrá hacerlo en persona o de forma remota si así lo desea.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo de Conciliación. Para conocer los términos y condiciones precisos del Acuerdo de Conciliación, debe revisar el Acuerdo de Conciliación detallado y otros documentos que se encuentran archivados en el Tribunal.

Puede consultar el Acuerdo de Conciliación y otros documentos judiciales relacionados con la Demanda Principal de McCullough de forma gratuita acudiendo al mostrador público del Tribunal, situado en la División Civil, en 1515 Court Street, Redding, California 96001, en horario de oficina. También puede solicitar copias acudiendo al mostrador público o por correo, previo pago de una tasa.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO PARA SOLICITAR INFORMACIÓN SOBRE EL PRESENTE ACUERDO DE CONCILIACIÓN.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO DE CONCILIACIÓN AL SIGUIENTE NÚMERO GRATUITO: [(888) 250-6810], O TAMBIÉN PUEDE PONERSE EN CONTACTO CON LOS ASESORES DE LA DEMANDA COLECTIVA.