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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ORANGE**
12

13
14 CESAR GUILLEN HERNANDEZ,
15 individually and on behalf of others similarly
16 situated, and as an aggrieved employee and
Private Attorney General;

17 Plaintiff,

18 vs.

19 SIMPSON CHEVROLET OF IRVINE, a
20 Delaware corporation; and DOES 1 through
50, inclusive,

21 Defendants.
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Case No.: 30-2024-01376148-CU-OE-CXC

*Assigned for All Purposes to: Hon. William D.
Claster, Dept. CX-101*

**DECLARATION OF MAYRA
GONZALEZ WITH RESPECT TO
NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: June 27, 2025
Time: 9:00 A.M.
Dept: CX-101

Reservation No.:

Complaint Filed: January 25, 2024
Trial Date: Not set

1 4. On February 21, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On February 21, 2025, Phoenix mailed the Notice via U.S. first class mail in English
6 and Spanish to all two hundred fifty-eight (258) Class Members on the Class List. A true and correct
7 copy of the mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, sixteen (16) Notices have been returned to Phoenix.
9 None were returned with a forwarding address. For the sixteen (16) Notices returned from the Post
10 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
11 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
12 Of the sixteen (16) Notices that were skip traced, sixteen (16) updated addresses were obtained and
13 the Notice was promptly re-mailed to the Class Members via first class mail.

14 7. As of the date of this declaration, zero (0) Notices remain undeliverable.

15 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
16 from Class Members. The Request for Exclusion was submitted by Jeff McDougall. The deadline
17 to request exclusion from the Class Settlement was April 22, 2025.

18 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
19 from Class Members. The deadline for objecting to the Class Settlement was April 22, 2025.

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

22 11. There are two hundred fifty-seven (257) Class Members who did not submit timely
23 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
24 99.61% of the Class. Settlement Class Members have worked a collective total of twenty-five
25 thousand six hundred forty-two (25,642) Workweeks during the Class Period. Each Pay Period is
26 valued at approximately \$10.97.

27 12. The Settlement Agreement indicates that, if the total number of Workweeks exceeds
28 23,296 by more than 10% (i.e. above 25,625 Workweeks), then defendant shall have the option to

1 either (a) increase the gross settlement proportionally after the Workweeks exceed 25,625 or (b) to
2 shorten the release period so that there is no increase in the settlement amount. Because the total
3 number of Workweeks was 25,850, representing a 0.96% increase over 25,625, Defendant elected
4 to increase the gross settlement amount by 0.96%, or \$5,442.39. Accounting for this increase, the
5 revised Gross Settlement Amount is \$570,442.39.

6 13. The Net Settlement Amount of \$281,188.11 available to pay Settlement Class
7 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$197,750.00
8 plus an additional \$1,904.84 from the Escalator increase), and Class Counsel costs (\$13,599.45),
9 requested Enhancement Payment (\$7,500.00), the PAGA Amount (\$60,000.00), and the requested
10 Settlement Administration Costs (\$8,500.00) from the Gross Settlement Amount (\$570,442.39).

11 14. Based upon the calculations stipulated in the Settlement, the highest Individual
12 Settlement Share to be paid is approximately \$2,730.51, the lowest Individual Settlement Share to
13 be paid is approximately \$10.97, while the average Individual Settlement Share to be paid is
14 approximately \$1,094.12. Settlement Class Members will be issued payment of their Individual
15 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
16 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
17 Settlement Payment").

18 15. Additionally, \$60,000.00 of the Gross Settlement Amount has been allocated toward
19 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
20 \$45,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
21 or \$15,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
22 are or were employed by Defendant during the PAGA Period. There are one hundred fifty (150)
23 Aggrieved Employees who worked a total of five thousand three hundred seventy-five (5,375) Pay
24 Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is
25 approximately \$136.74, and the average Individual PAGA Payment to be paid is approximately
26 \$100.00.

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

17. Phoenix's costs associated with the administration of this matter are \$8,500.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 29th day of May 2025, at Orange, California.

Mayra Gonzalez
MAYRA GONZALEZ

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT***Hernandez v. Simpson Chevrolet of Irvine***

Orange County Superior Court, Case No. 30-2024-01376148-CU-OE-CXC

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.**PLEASE READ THIS NOTICE CAREFULLY.****YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former hourly paid or non-exempt employees employed by Simpson Chevrolet of Irvine, within the State of California at any time between January 25, 2020, and October 29, 2024.

BASIC INFORMATION**1. What Is This Settlement About?**

A lawsuit was commenced by Cesar Guillen Hernandez (“Plaintiff”), former employee of Simpson Chevrolet of Irvine (“Defendant”) (collectively with Plaintiff, the “Parties”), on January 25, 2024. The Parties agreed to allow the filing of an amended complaint adding a cause of action under the Private Attorneys General Act of 2004 (“PAGA”). On February 20, 2024, Plaintiff filed his amended complaint under PAGA (the “Lawsuit”).

The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wage for all time worked, did not keep accurate and complete payroll records, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the PAGA. The Lawsuit alleges that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties, and restitution. Defendant deny all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the Lawsuit.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representative (in this case, Cesar Guillen Hernandez) sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, the court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court (“Court”) is in charge of this class action.

3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”).

On February 5, 2025, the Court granted preliminary approval of the Settlement, appointed Plaintiff Cesar Guillen Hernandez as the Class Representative, and appointed his attorneys Protection Law Group, LLP as counsel for the Class (“Class Counsel”). The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?**4. How Do I Know If I Am Part Of The Settlement?**

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly paid non-exempt employee in the State of California at any time between January 25, 2020, to October 29, 2024 (the “Class Period”).

You are part of the Settlement, and a PAGA Member, if you were employed by Defendant as an hourly paid non-exempt employee in the State of California at any time between December 13, 2022, to October 29, 2024 (the “PAGA Period”).

THE SETTLEMENT BENEFITS—WHAT YOU GET**5. What Does The Settlement Provide?**

The Settlement provides that Defendant will pay a maximum amount of Five Hundred Seventy Thousand Four Hundred Forty-Two Dollars (\$570,442.39) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys' Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or One Hundred Ninety-Nine Thousand Six Hundred Fifty-Four Dollars (\$199,654.84);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Thousand Dollars (\$20,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff Cesar Guillen Hernandez;
- D. **Settlement Administration Costs** in an amount not to exceed Nine Thousand Two Hundred and Fifty Dollars (\$9,250.00); and
- E. **PAGA Penalties** in the amount of Seventy-Five Thousand Dollars (\$60,000.00) for the settlement of claims arising under PAGA. Seventy-five percent (75%) of this amount (\$45,000.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) of this amount (\$15,000.00) will be distributed to PAGA Members.

The amount you are eligible to receive from the Settlement, your "Individual Settlement Payment" will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly paid non-exempt employee of Defendant between January 25, 2020, to October 29, 2024 ("Workweeks"). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Penalties.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages; forty percent (40%) shall be allocated as interest; and forty percent (40%) shall be allocated as penalties. The wage portion of the Individual Settlement Payment will be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and will be reported on a W-2 Form. Both employee and employer-side payroll taxes on the wage portion of Individual Settlement Payments shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Class Member's settlement payment shall be subject to all authorized and required withholdings other than the tax withholdings customarily made to an employee's wages and will be reported on an IRS Form 1099.

You worked «Total_Weeks» Workweeks during the Class Period. Your Individual Settlement Payment is «ESA_Before_Paga». The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted, if any, required tax withholdings, and the terms of the Court's final order approving the Settlement.

You worked «PAGA_Pay_Periods» Pay Periods during the PAGA Period. Your estimated share of the PAGA Penalties is «PAGA_Amount».

The Individual Settlement Payment was determined based on Defendant's records of your employment between December 13, 2022, to October 29, 2024, and is presumed correct. Your PAGA Penalties were determined based on Defendant's records of your employment between December 13, 2022, to October 29, 2024. If you dispute the accuracy of Defendant's records as to the number of Workweeks worked during the Class Period or Pay Periods during the PAGA Period, provide any documentation you have supporting such dispute by **April 22, 2025**. All disputes regarding your Workweeks and Pay Periods will be resolved and decided by the Settlement Administrator subject to review by the Court. The Settlement Administrator's contact information is listed below:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

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

The “Released Class Claims” include all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the same or similar facts and claims asserted in the operative Complaint in this Action including the following claims:

- a. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices, punitive damages, civil penalties under state and Federal labor codes, PAGA penalties, attorneys’ fees and costs, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the operative Complaint (the First Amended Complaint).

The “Class Period” during which the release of Released Class Claims pertains is from January 25, 2020, to October 29, 2024.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

The “Released PAGA Claims” means any and all PAGA claims that could have been asserted under the California Labor Code Private Attorneys General Act of 2004 based on the same or similar factual allegations and claims in the operative Complaint (the First Amended Complaint) in this Action or any PAGA notice submitted by Plaintiff to the LWDA, for the PAGA Period.

The “PAGA Period” during which the release of the Released PAGA Claims pertain is from December 13, 2022, to October 29, 2024.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims (other than those which arise under the PAGA (California Labor Code sections 2698, *et seq.*), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because a request for exclusion does not apply to the PAGA claim.

8. How Can I Not Participate In The Settlement?

If you do not wish to take part in the Class Settlement, you must submit a written request for exclusion to the Settlement Administrator by no later than **April 22, 2025**. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action. There is no specific language required to opt-out, but you may state something similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Hernandez v. Simpson Chevrolet of Irvine*. I understand that by excluding myself I will not receive money from the class settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by **April 22, 2025**. You cannot exclude yourself by phone.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims (except for Released PAGA Claims that arise under the PAGA (California Labor Code sections 2698 *et seq.*)).

If you ask to be excluded, you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims (except for Released PAGA Claims that arise under the PAGA (California Labor Code sections 2698, *et seq.*)).

9. If I Don’t Exclude Myself, Can I Sue Defendant For The Same Thing Later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the other Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will not receive money from the Net Settlement Amount. If you worked between January 25, 2020, to October 29, 2024, you will still receive a share of the PAGA Penalties as an opt-out request does not apply to the PAGA claim.

THE LAWYERS REPRESENTING THE PROPOSED CLASS

11. Do I Have A Lawyer In This Case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firm's contact information is as follows:

PROTECTION LAW GROUP, LLP

Heather Davis
Amir Nayebdadash
Brendan J. Burton
Shadi Sahebghalam
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to thirty-five percent of the Gross Settlement (estimated to be \$197,750.00) and reimbursement of litigation costs/expenses of up to \$20,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than **April 22, 2025**. Your objection must include (i) your full name, current address, and signature; (ii) a clear reference to the Lawsuit; and (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Settlement. All objections shall be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on **June 27, 2025, at 9:00 a.m.**, and make an objection at that time, regardless of whether you submitted a written objection.

13. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing on **June 27, 2025, at 9:00 a.m.**, at the Orange County Superior Court, Civil Complex Center, located at 751 Santa Ana Boulevard, Santa Ana, California, 92701.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend either virtually or in-person. You may also retain your own lawyer at your expense to attend on your behalf.

The Final Approval Hearing may be postponed without further notice to Settlement Class members. Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at hernandez-v-simpson-chevrolet-of-irvine.phoenixcases.com.

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at hernandez-v-simpson-chevrolet-of-irvine.phoenixcases.com.

IF YOU DO NOTHING**17. What Happens If I Do Nothing At All?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there via https://www.sco.ca.gov/upd_msg.html.

GETTING MORE INFORMATION**18. How Do I Get More Information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at hernandez-v-simpson-chevrolet-of-irvine.phoenixcases.com or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?**19. What If My Contact Information Changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

NOTIFICACIÓN DE LA DEMANDA COLECTIVA PROPUESTA***Hernández contra Simpson Chevrolet de Irvine***

Tribunal Superior del Condado de Orange, Caso n° 30-2024-01376148-CU-OE-CXC

ESTE ES UN AVISO AUTORIZADO POR EL TRIBUNAL. NO ES UNA SOLICITUD.**LEA ATENTAMENTE ESTE AVISO.****SUS DERECHOS LEGALES SE VERÁN AFECTADOS TANTO SI ACTÚA COMO SI NO.**

Para: Todos los empleados actuales y anteriores pagados por hora o no exentos empleados por Simpson Chevrolet de Irvine, dentro del Estado de California en cualquier momento entre 25 de enero de 2020, y 29 de octubre de 2024.

INFORMACIÓN BÁSICA**1. ¿De qué trata este Acuerdo?**

Una Demanda fue iniciada por César Guillén Hernández (“Demandante”), ex empleado de Simpson Chevrolet de Irvine (“Demandado”) (colectivamente con el Demandante, las “Partes”), el 25 de enero de 2024. Las Partes acordaron permitir la presentación de una Demanda enmendada añadiendo una causa de acción bajo la Ley General de Abogados Privados de 2004 (“PAGA”). El 20 de febrero de 2024, el Demandante presentó su Demanda enmendada en virtud de PAGA (la “Demanda”).

La Demanda alega que el Demandado violó secciones del Código Laboral de California y del Código de Negocios y Profesiones de California. Específicamente, el Demandante alega que el Demandado no proporcionó períodos de comida y descanso conformes ni pagó primas por períodos de comida y descanso, no pagó adecuadamente a los empleados las horas extraordinarias ni el salario mínimo por todo el tiempo trabajado, no mantuvo registros de nóminas precisos y completos, no proporcionó declaraciones de salarios precisas, no pagó puntualmente todos los salarios durante el empleo ni todos los salarios adeudados al finalizar el empleo, no reembolsó a los empleados los gastos empresariales y mantuvo prácticas comerciales desleales. El Acuerdo también pretende recuperar las sanciones de conformidad con la PAGA. La Demanda alega que el Demandado violó el Código Laboral de California y el Código de Negocios y Profesiones de California, dando derecho a los Miembros de la Clase a, *entre otras cosas*, daños y perjuicios, sanciones y restitución. El Demandado niega todas las violaciones alegadas y niega que deba a los Miembros de la Clase cualquier reparación. El Tribunal no se ha pronunciado sobre el fondo de la Demanda.

2. ¿Por qué se trata de una Demanda colectiva?

En una Demanda colectiva, una o más personas denominadas el Representante de la Clase (en este caso, César Guillén Hernández) Demandan en nombre de personas que parecen tener reclamaciones similares. Todas estas personas se denominan aquí Miembros de la Clase. En una Demanda colectiva, el tribunal resuelve las cuestiones para todos los Miembros de la Clase en un solo juicio, excepto para aquellos que se excluyan de la Clase. El Tribunal Superior del Condado de Orange (“Tribunal”) es el encargado de esta Demanda colectiva.

3. ¿Por qué hay un Acuerdo?

El Tribunal no ha decidido a favor del Demandante ni del Demandado. En lugar de ello, ambas partes acordaron un Acuerdo, que se formaliza en la Estipulación Conjunta de Demanda Colectiva y Acuerdo PAGA (“Acuerdo” o “Acuerdo”).

El 5 de febrero de 2025, el Tribunal otorgó la aprobación preliminar del Acuerdo, designó al Demandante Cesar Guillen Hernandez como Representante de la Clase y nombró a sus abogados Protection Law Group, LLP como abogados de la Clase (“Abogados de la Clase”). El Representante de la Clase y los Abogados de la Clase consideran que el Acuerdo es lo mejor para la Clase.

¿QUIÉN PARTICIPA EN EL ACUERDO?**4. ¿Cómo puedo saber si formo parte del Acuerdo?**

Usted forma parte del Acuerdo, y es un Miembro de la Clase, si estuvo empleado por el Demandado como empleado no exento pagado por hora en el Estado de California en cualquier momento entre el 25 de enero de 2020 y el 29 de octubre de 2024 (el “Período de la Clase”).

Usted es parte del Acuerdo, y un Miembro PAGA, si fue empleado por el Demandado como empleado no exento pagado por hora en el Estado de California en cualquier momento entre el 13 de diciembre de 2022 y el 29 de octubre de 2024 (el “Período PAGA”).

LOS BENEFICIOS DEL ACUERDO-LO QUE USTED OBTIENE**5. ¿Qué prevé el Acuerdo?**

El Acuerdo establece que el Demandado pagará una cantidad máxima de Quinientos Setenta Mil Cuatrocientos Cuarenta y Dos Dólares (\$570,442.39) (“Cantidad Bruta del Acuerdo”). Esto incluye todos los costes y honorarios de abogados de los Abogados de la Clase.

El “Importe Neto del Acuerdo” es la parte del Importe Bruto del Acuerdo que estará disponible para su distribución entre los Miembros de la Clase que no presenten a tiempo solicitudes válidas de exclusión a cambio de la exoneración de sus Demandas colectivas. El Importe Neto del Acuerdo es el Importe Bruto del Acuerdo menos las siguientes cantidades (que están sujetas a la aprobación del Tribunal):

- A. **Los honorarios de los abogados de la Clase de Demandantes** no excederán del 35% del importe bruto del Acuerdo o de ciento noventa nueve mil seiscientos cincuenta y cuatro dólares (\$199,654.84)
- B. **Los Costes/Gastos del Litigio para los Abogados de la Demanda Colectiva** no excederán de Veinte Mil Dólares (\$20,000.00);
- C. **Pago de Mejora al Representante de la Clase** por un monto que no exceda los Siete Mil Quinientos Dólares (\$7,500.00) para el Demandante César Guillén Hernández;
- D. **Costes de administración del Acuerdo** por un importe que no exceda de Nueve Mil Doscientos Cincuenta Dólares (\$9,250.00); y
- E. **Penalizaciones PAGA** por un monto de Setenta y Cinco Mil Dólares (\$60,000.00) para el Acuerdo de reclamaciones que surjan bajo PAGA. El setenta y cinco por ciento (75%) de esta cantidad (\$45,000.00) se pagará a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”). El veinticinco por ciento (25%) restante de esta cantidad (\$15,000.00) se distribuirá entre los miembros de PAGA.

La cantidad que tiene derecho a recibir del Acuerdo, su “Pago individual del Acuerdo”, se determinará *de forma prorrateada*, en función del número de semanas que trabajó en California como empleado no exento pagado por hora del Demandado entre el 25 de enero de 2020 y el 29 de octubre de 2024 (“Semanas Laborales”). Su Pago PAGA Individual del Acuerdo incluye tanto su parte estimada del Importe neto del Acuerdo como, si reúne los requisitos, su parte de las Sanciones PAGA.

Su Pago Individual del Acuerdo se prorrateará en un veinte por ciento (20%) en concepto de salarios; un cuarenta por ciento (40%) se prorrateará en concepto de intereses; y un cuarenta por ciento (40%) se prorrateará en concepto de sanciones. La parte correspondiente a los salarios del Pago Individual del Acuerdo estará sujeta a las retenciones de impuestos que se realizan habitualmente sobre el salario de un empleado y a todas las demás retenciones autorizadas y exigidas, y se informará de ello en un formulario W-2. Tanto los impuestos sobre la nómina del empleado como los del empleador sobre la porción salarial de los Pagos Individuales del Acuerdo se deducirán del Monto Neto del Acuerdo. Las porciones de penalidades e intereses del pago del Acuerdo de cada Miembro de la Clase estarán sujetas a todas las retenciones autorizadas y requeridas distintas de las retenciones de impuestos que se hacen habitualmente a los salarios de un empleado y se informarán en un Formulario 1099 del IRS.

Usted trabajó «Total_Weeks» Semanas Laborales durante el Período de la Demanda Colectiva. Su Pago Individual del Acuerdo es de «ESA_Before_Paga». El monto del pago puede cambiar dependiendo del número de solicitudes de exclusión presentadas a tiempo y válidas, si las hubiera, de las retenciones impositivas requeridas y de los términos de la orden final del Tribunal que apruebe el Acuerdo.

Usted trabajó «PAGA_Pay_Periods» Períodos de Pago durante el Período PAGA. Su parte estimada de las Penalizaciones PAGA es de «PAGA_Amount».

El Pago del Acuerdo individual se determinó en base a los registros del Demandado sobre su empleo entre el 13 de diciembre de 2022 y el 29 de octubre de 2024, y se presume correcto. Sus Sanciones PAGA se determinaron en base a los registros del Demandado sobre su empleo entre el 13 de diciembre de 2022 y el 29 de octubre de 2024. Si usted disputa la exactitud de los registros del Demandado en cuanto al número de Semanas Laborales trabajadas durante el Período de la Clase o los Períodos de Pago durante el Período PAGA, proporcione cualquier documentación que tenga que respalde dicha disputa antes del **22 de abril de 2025**. Todas las disputas relacionadas con sus Semanas Laborales y Períodos de Pago serán resueltas y decididas por el Administrador del Acuerdo, sujeto a revisión por parte del Tribunal. La información de contacto del Administrador del Acuerdo figura a continuación:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503

CÓMO OBTENER UN PAGO DEL ACUERDO

6. ¿Cómo puedo obtener un pago?

No tiene que hacer nada para tener derecho al pago de su parte del Acuerdo.

7. ¿A qué renuncio si no solicito ser excluido del Acuerdo?

Tras la financiación completa del Importe Bruto del Acuerdo, a cambio de la contraprestación establecida por el Acuerdo, los Miembros

de la Clase que no presenten una solicitud de exclusión válida y a tiempo liberarán a las “Partes Exoneradas” de las “Reclamaciones Exoneradas de la Clase” que surgieron durante el “Periodo de la Clase.”

Las “Partes exoneradas” incluyen al Demandado Simpson Chevrolet de Irvine y a cada una de sus empresas matrices, subsidiarias, predecesoras, sucesoras y afiliadas directas o indirectas pasadas, presentes y futuras, así como a cada uno de sus funcionarios, directores, empleados, socios, miembros, accionistas y agentes pasados, presentes y futuros, abogados, aseguradores, reaseguradores y cualquier individuo o entidad que pudiera ser responsable juntamente con el Demandado.

Las “Reclamaciones Exoneradas de la Clase” incluyen todas las reclamaciones, derechos, Demandas, responsabilidades y causas de acción que se aleguen, o que razonablemente podrían haberse alegado basándose en los mismos hechos y reclamaciones, o en hechos y reclamaciones similares, alegados en la Demanda operativa de esta Demanda, incluyendo las siguientes reclamaciones:

- a. Cualquier reclamación de desagravio por mandato judicial, desagravio declaratorio, restitución, prácticas comerciales fraudulentas, daños punitivos, sanciones civiles en virtud de los códigos laborales estatales y federales, sanciones PAGA, honorarios de abogados y costas, alegadas o que podrían haberse alegado en virtud de los hechos, alegaciones y/o reclamaciones alegadas en las denuncias presentadas como parte de la Demanda operativa (la Primera Demanda Enmendada).

El “Periodo de la Demanda Colectiva” durante el cual corresponde la liberación de las Reclamaciones Exoneradas de la Demanda Colectiva es del 25 de enero de 2020 al 29 de octubre de 2024.

Se considerará que todos los Miembros de la Clase han liberado, transigido, renunciado y exonerado de forma completa, definitiva y para siempre todas y cada una de las Reclamaciones Exoneradas de la Clase que surjan en virtud de PAGA con respecto a todas las Partes Exoneradas, independientemente de si un Miembro de la Clase presenta una solicitud de exclusión.

Las “Reclamaciones Exoneradas PAGA” significan todas y cada una de las reclamaciones PAGA que podrían haberse hecho valer bajo la Ley General de Abogados Privados del Código Laboral de California de 2004, basadas en las mismas o similares alegaciones de hecho y reclamaciones en la Demanda operativa (la Primera Demanda Enmendada) en esta Demanda o cualquier notificación PAGA presentada por el Demandante a la LWDA, para el Periodo PAGA.

El “Periodo PAGA” durante el cual corresponde la liberación de las Reclamaciones PAGA Liberadas es del 13 de diciembre de 2022 al 29 de octubre de 2024.

EXCLUIRSE DE LA LIBERACIÓN DE RECLAMACIONES NO PAGADAS

Si desea conservar el derecho a Demandar o continuar Demandando al Demandado con respecto a las Reclamaciones Exoneradas de la Clase (distintas de las que surgen en virtud de la PAGA (Código Laboral de California, secciones 2698 y *siguientes*), entonces debe presentar una solicitud de exclusión de conformidad con los requisitos establecidos en el presente. Si se excluye, no recibirá el pago del Importe Neto del Acuerdo. Sin embargo, si reúne los requisitos, seguirá recibiendo un pago por un importe igual a su parte prorrateada estimada de las Sanciones PAGA, ya que la solicitud de exclusión no es aplicable a la reclamación PAGA.

8. ¿Cómo puedo no participar en el Acuerdo?

Si no participar en el Acuerdo Colectivo, debe presentar una solicitud de exclusión por escrito al Administrador del Acuerdo antes del **22 de abril de 2025**. Deberá incluir su nombre, dirección, número de teléfono y los cuatro últimos dígitos de su número de la seguridad social y/o número de identificación de empleado. Su solicitud de exclusión también debe incluir una declaración de que no desea ser incluido en esta Demanda. No se requiere un lenguaje específico para excluirse, pero puede declarar algo similar a lo siguiente: “Deseo excluirme del Acuerdo de Demanda colectiva alcanzado en el asunto *Hernández contra Simpson Chevrolet of Irvine*. Entiendo que al excluirme no recibiré dinero del Acuerdo colectivo”.

La solicitud de exclusión por escrito debe enviarse por correo al Administrador del Acuerdo a la dirección que figura a continuación, con matasellos de correos antes del **22 de abril de 2025**. No puede excluirse por teléfono.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503

Si solicita ser excluido, no recibirá el pago de ninguna parte del Monto neto del Acuerdo y no podrá objetar el Acuerdo. Usted no estará legalmente obligado por la exoneración de las Reclamaciones Exoneradas de la Clase (excepto por las Reclamaciones PAGA Exoneradas que surjan en virtud de la PAGA (Código Laboral de California, secciones 2698 y *siguientes*)).

Si solicita ser excluido, es posible que pueda Demandar al Demandado y/o a las Partes Exoneradas o continuar cualquier Demanda que tenga pendiente contra el Demandado o las Partes Exoneradas, en relación con las Reclamaciones Exoneradas de la Clase (excepto las Reclamaciones PAGA Exoneradas que surjan en virtud de la PAGA (Código Laboral de California, secciones 2698 y *siguientes*)).

9. Si no me excluyo, ¿puedo Demandar al Demandado por lo mismo más adelante?

No. A menos que presente una solicitud de exclusión, renuncia al derecho de Demandar al Demandado y a las demás Partes Exoneradas por las Reclamaciones Exoneradas de la Demanda Colectiva. Si tiene una Demanda pendiente relacionada con las Reclamaciones Exoneradas de la Clase, hable con su abogado en esa Demanda inmediatamente.

10. Si me excluyo, ¿puedo obtener dinero de este Acuerdo?

No. Usted no recibirá dinero del Monto Neto del Acuerdo. Si trabajó entre el 25 de enero de 2020 y el 29 de octubre de 2024, seguirá recibiendo una parte de las Penas PAGA, ya que la solicitud de exclusión voluntaria no se aplica a la reclamación PAGA.

LOS ABOGADOS QUE REPRESENTAN A LA CLASE PROPUESTA**11. ¿Tengo un abogado en este caso?**

El Tribunal ha aprobado a PROTECTION LAW GROUP, LLP como Abogado de la Clase. La información de contacto del bufete es la siguiente:

PROTECTION LAW GROUP, LLP

Heather Davis

Amir Nayebdadash

Brendan J. Burton

Shadi Sahebghalam

149 Sheldon Street

El Segundo, California 90245

Teléfono: (424) 290-3095

Los Abogados de la Clase solicitarán al Tribunal unos honorarios de abogados de hasta el treinta y cinco por ciento del Acuerdo Bruto (estimado en \$197,750.00) y el reembolso de las costas/gastos del litigio de hasta \$20,000.00. Estas cantidades están sujetas a la aprobación del Tribunal y éste podrá conceder una cantidad inferior a las mismas

OPOSICIÓN AL ACUERDO

Puede oponerse al Acuerdo o a alguna de sus partes.

12. ¿Cómo le digo al tribunal si no me gusta el Acuerdo?

Si usted es un miembro de la Clase de Demandantes, puede oponerse al Acuerdo y exponer las razones por las que cree que el Tribunal no debería aprobarlo. El Tribunal tendrá en cuenta sus opiniones. Para objetar, debe enviar su objeción por correo al Administrador del Acuerdo a más tardar el **22 de abril de 2025**. Su objeción debe incluir (i) su nombre completo, dirección actual y firma; (ii) una referencia clara a la Demanda; y (iii) una declaración de las razones específicas por las que cree que el Acuerdo es injusto o por las que se opone al Acuerdo. Todas las objeciones deberán estar firmadas por el Miembro de la Clase que las presente o por su representante legalmente autorizado. También puede acudir a la Audiencia de Aprobación Definitiva el **27 de junio de 2025, a las 9:00 a.m.**, y presentar una objeción en ese momento, independientemente de si presentó o no una objeción por escrito.

13. ¿Cuál es la diferencia entre objetar y excluir?

Objetar es simplemente decirle al Tribunal que no le gusta algo del Acuerdo. Sólo puede objetar si permanece en la Clase. Excluirse es decirle al Tribunal que no quiere formar parte del Acuerdo. Si se excluye, no tiene base para objetar porque el caso ya no le afecta.

LA AUDIENCIA DE EQUIDAD DEL TRIBUNAL

El Tribunal celebrará una audiencia para decidir si concede la aprobación definitiva del Acuerdo (“Audiencia de Aprobación Definitiva”). Usted puede asistir, pero no está obligado a hacerlo.

14. ¿Cuándo y dónde decidirá el tribunal si aprueba el Acuerdo?

El Tribunal celebrará la Audiencia de Aprobación Definitiva el **27 de junio de 2025, a las 9:00 a.m.**, en el Tribunal Superior del Condado de Orange, Centro del Complejo Civil, ubicado en 751 Santa Ana Boulevard, Santa Ana, California, 92701.

En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado, y determinará si concede la aprobación final del Acuerdo. Si hay objeciones, el Tribunal las considerará.

15. ¿Tengo que acudir a la audiencia?

No. Si está de Acuerdo con el Acuerdo, no tiene que acudir al tribunal para hablar de ello. Sin embargo, puede asistir virtualmente o en persona. También puede contratar a su propio abogado, a sus expensas, para que asista en su nombre.

La Audiencia de Aprobación Definitiva podrá posponerse sin previo aviso a los miembros de la Clase del Acuerdo. Cualquier cambio en la fecha, hora o lugar de la Audiencia de Aprobación Definitiva se publicará en el sitio web del Administrador del Acuerdo en hernandez-v-simpson-chevrolet-of-irvine.phoenixcases.com.

16. ¿Cómo sabré si el Acuerdo ha sido aprobado?

Se publicará una notificación de la sentencia definitiva en el sitio web del Administrador del Acuerdo, ubicado en hernandez-v-simpson-chevrolet-of-irvine.phoenixcases.com.

SI NO HACE NADA**17. ¿Qué ocurre si no hago nada en absoluto?**

Si no hace nada, recibirá su parte del Acuerdo y liberará las Reclamaciones Exoneradas de la Demanda Colectiva. No podrá iniciar una Demanda, continuar con una Demanda ni ser parte de ninguna otra Demanda contra el Demandado o las otras Partes Exoneradas acerca de las Reclamaciones Exoneradas de la Clase, nunca más. Su pago individual del Acuerdo se le enviará por correo y seguirá siendo válido y negociable durante 180 días. Si no cobra su cheque del Acuerdo en un plazo de 180 días, estos fondos se transferirán al Fondo de Propiedad No Reclamada del Interventor del Estado de California. Podrá entonces reclamar estos fondos desde allí a través de https://www.sco.ca.gov/upd_msg.html.

OBTENER MÁS INFORMACIÓN**18. ¿Cómo puedo obtener más información?**

Este aviso resume el Acuerdo propuesto. Encontrará más detalles en el Acuerdo de conciliación. Puede obtener una copia del Acuerdo de conciliación consultándolo en el sitio web del Administrador de la conciliación en hernandez-v-simpson-chevrolet-of-irvine.phoenixcases.com o poniéndose en contacto con el Administrador de la conciliación o con los Abogados de la Clase.

¿QUÉ OCURRE SI CAMBIAN MIS DATOS?**19. ¿Qué ocurre si cambia mi información de contacto?**

Es su responsabilidad informar al Administrador del Acuerdo de sus datos actualizados para garantizar la recepción de los pagos del Acuerdo o de las comunicaciones relativas a este asunto. Puede cambiar o actualizar su información de contacto poniéndose en contacto con el Administrador del Acuerdo.

NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO JUDICIAL O AL JUEZ.

Hernandez v. Simpson Chevrolet of Irvine

Orange County Superior Court, Case No. 30-2024-01376148-CU-OE-CXC

REQUEST FOR EXCLUSION FORM

IF YOU COMPLETE THIS FORM, YOU WILL NOT RECEIVE YOUR SHARE OF YOUR INDIVIDUAL SETTLEMENT PAYMENT UNDER THE CLASS SETTLEMENT DO NOT COMPLETE THIS FORM IF YOU WANT TO PARTICIPATE IN THE CLASS SETTLEMENT

To Be Excluded From The Class Settlement, This Request For Exclusion Form Must Be Signed And Faxed, Emailed, or Mailed To The Settlement Administrator Via U.S. Mail and Postmarked On Or Before April 22, 2025.

INSTRUCTIONS

If you do not want to participate in the Lawsuit and Class Settlement, you may exclude yourself from the Class Settlement. If you exclude yourself from the Lawsuit and the Class Settlement, (a) you will have no right to receive your share of your Individual Settlement Payment under the Class Settlement in the Lawsuit; (b) you will not be bound by the terms of the Released Class Claims; and (c) you will have no right to object to the Settlement and be heard at the Final Fairness Hearing.

If you were employed as an hourly-paid, non-exempt employee of Simpson Chevrolet of Irvine between January 25, 2020, and October 29, 2024, you will still receive your share of penalties arising under the Private Attorneys General Act (“PAGA”) because the Request for Exclusion Form does not apply to the PAGA claims. However, you will not receive your share of the Settlement for the Class claims.

To be excluded, you must fill out all information on the next page, sign, and return this Request for Exclusion Form to the Settlement Administrator at the address below.

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

Email: info@phoenixclassaction.com

Name _____

Address _____

Telephone _____

By signing this Request for Exclusion Form, I hereby exclude myself of the Lawsuit and Class Settlement reached in the matter of *Hernandez v. Simpson Chevrolet of Irvine*. By signing this Request for Exclusion Form, I understand that I will not receive money from the Class portion of the Settlement, and I will have no right to object to the Settlement and be heard at the Final Fairness Hearing.

Date: _____

Signature: _____

Last Four Digits of Social Security Number or Employee ID Number: _____

Hernandez v. Simpson Chevrolet of Irvine

Orange County Superior Court, Case No. 30-2024-01376148-CU-OE-CXC

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

SI COMPLETA ESTE FORMULARIO, NO RECIBIRÁ SU PARTE DE SU PAGO DE ACUERDO INDIVIDUAL BAJO EL ACUERDO COLECTIVO. NO COMPLETE ESTE FORMULARIO SI DESEA PARTICIPAR EN EL ACUERDO COLECTIVO.

Para ser excluido del acuerdo colectivo, este formulario de solicitud de exclusión debe estar firmado y enviado por fax, correo electrónico o correo postal al administrador del acuerdo mediante el correo postal de EE. UU. y tener matasellos del 22 de abril de 2025 o antes.

INSTRUCCIONES

Si no desea participar en la demanda y el acuerdo colectivo, puede excluirse del acuerdo colectivo. Si se excluye de la demanda y del acuerdo colectivo, (a) no tendrá derecho a recibir su parte del pago individual del acuerdo en virtud del acuerdo colectivo en la demanda; (b) no estará obligado por los términos de las reclamaciones colectivas eximidas; y (c) no tendrá derecho a objetar el acuerdo ni a ser escuchado en la audiencia de imparcialidad final.

Si estuvo empleado como empleado no exento y remunerado por horas de Simpson Chevrolet of Irvine entre el 25 de enero de 2020 y el 29 de octubre de 2024, recibirá su parte de las sanciones que surjan de la Ley de Abogados Generales Privados ("PAGA") porque el Formulario de solicitud de exclusión no se aplica a las reclamaciones de PAGA. Sin embargo, no recibirá su parte del Acuerdo por las reclamaciones del grupo.

Para ser excluido, debe completar toda la información en la página siguiente, firmar y devolver este Formulario de solicitud de exclusión al Administrador del acuerdo a la dirección que se indica a continuación.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

Name _____

Address _____

Telephone _____

Al firmar este formulario de solicitud de exclusión, me excluyo de la demanda y del acuerdo colectivo alcanzados en el caso de Hernández v. Simpson Chevrolet de Irvine. Al firmar este formulario de solicitud de exclusión, comprendo que no recibiré dinero de la parte del acuerdo correspondiente a la demanda colectiva y que no tendré derecho a objetar el acuerdo ni a ser escuchado en la audiencia final de imparcialidad.

Fecha: _____ Firma: _____

Últimos cuatro dígitos del número de seguro social o número de identificación del empleado: _____

Hernandez v. Simpson Chevrolet of Irvine
Orange County Superior Court, Case No. 30-2024-01375148-CU-OE-CXC

OBJECTION FORM

INSTRUCTIONS: If you did not exclude yourself from the Settlement and you wish to tell the Court that you do not like the Settlement or some part of it, you may make an objection by completing, signing, and returning this Objection Form to the Settlement Administrator at the address, fax number, or email address listed below.

Please make sure to complete each field of this Object Form, sign the form, and clearly state the reason(s) for your objection and any legal support you have for your objection. **All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void.**

You must fax, email, or postmark and mail via U.S. mail this Objection Form to the Settlement Administrator by **April 22, 2025**.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

If you submit a timely and valid written objection, the Court will consider your objection at the Final Approval Hearing. You may also come to the Final Approval Hearing and make a verbal objection to the Settlement (See Section 14 of the Notice for details). However, even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims, unless the Court does not approve the Settlement.

You cannot object to the Settlement if you request to be excluded from the Settlement.

1. CONTACT INFORMATION

Name: _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Social Security Number or Employee ID Number: _____

2. REASON FOR OBJECTION

Please state each reason you do not like the Settlement and any legal support for your objection:

Date: _____

Signature of Class Member

Print Name

Hernandez v. Simpson Chevrolet of Irvine
Orange County Superior Court, Case No. 30-2024-01375148-CU-OE-CXC

FORMULARIO DE OBJECCIÓN

INSTRUCCIONES: Si no se excluyó del Acuerdo y desea comunicarle al Tribunal que no le gusta el Acuerdo o alguna parte del mismo, puede presentar una objeción completando, firmando y devolviendo este Formulario de objeción al Administrador del Acuerdo a la dirección, número de fax o dirección de correo electrónico que se indican a continuación.

Asegúrese de completar cada campo de este Formulario de objeción, firmarlo y expresar claramente el motivo de su objeción y cualquier respaldo legal que tenga para su objeción. Se requiere toda la información de este formulario. Si no proporciona toda la información a continuación, su objeción se considerará nula y sin valor.

Debe enviar por fax, correo electrónico o enviar por correo postal de EE. UU. este Formulario de objeción al Administrador del Acuerdo antes del **22 de abril de 2025**.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

Si presenta una objeción escrita válida y oportuna, el Tribunal considerará su objeción en la Audiencia de Aprobación Final. También puede asistir a la Audiencia de Aprobación Final y presentar una objeción verbal al Acuerdo (consulte la Sección 14 del Aviso para obtener más detalles). Sin embargo, incluso si presenta una objeción, estará sujeto a los términos del Acuerdo, incluida la liberación de las Demandas Colectivas Liberadas, a menos que el Tribunal no apruebe el Acuerdo.

No puede presentar objeciones al Acuerdo si solicita ser excluido del Acuerdo.

1. INFORMACIÓN DE CONTACTO

Nombre: _____
Dirección residencial: _____
Ciudad, estado, código postal: _____
Número de teléfono: _____
Número de Seguro Social o número de identificación de empleado: _____

2. MOTIVO DE LA OBJECCIÓN

Indique cada motivo por el que no le gusta el Acuerdo y cualquier respaldo legal para su objeción:

Fecha: _____ Firma del miembro del grupo _____

Nombre en letra de imprenta

Exhibit B



CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	275
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	272
Subtotal Admin Only	\$8,500.00

Not-to-Exceed Total \$8,500.00

For 275 Members

Pricing Good for Scope of Estimate Only

December 26, 2024

Case: Hernandez v. Simpson Chevrolet of Irvine Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Brendan Burton
Firm: Protection Law Group
Contact Number: 424.290.3095 ext. 120
Email: brendan@protectionlawgroup.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 81 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$132.81	1	\$132.81
Call Center & Long Distance	\$1.75	16	\$28.00
NCOA (USPS)	\$100.00	2	\$200.00
Total			\$860.81

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.50	275	\$137.50
Notice Packet & Opt-Out Form	\$1.50	275	\$412.50
Estimated Postage (up to 2 oz.)*	\$0.76	275	\$209.00
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$2,259.00

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	3	\$150.00
Skip Tracing Undeliverables	\$2.50	28	\$68.75
Remail Notice Packets	\$1.50	28	\$41.25
Estimated Postage	\$0.76	28	\$20.90
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$430.90

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	2	\$20.00
Case Manager	\$85.00	2	\$170.00
Total			\$675.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$125.00	1	\$125.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$1.50	272	\$408.38
Estimated Postage	\$0.69	272	\$187.85
Total			\$1,661.23

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



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Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$2.50	27	\$68.06
Case Associate	\$55.00	5	\$275.00
Reconcile Uncashed Checks	\$95.00	1	\$95.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	5	\$425.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$2,613.06

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

Estimate Total: \$8,500.00



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TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.