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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

JEFFERSON RODRIGUEZ, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, *Plaintiff,* v. STATEWIDE TRAFFIC SAFETY AND SIGNS, INC., a Delaware corporation now doing business as AWP SAFETY; TRAFFIC SOLUTIONS CORPORATION; DOES 1 through 50, inclusive, *Defendants.*	Case No.: 23CV428021 Assigned to: Hon. Theodore C. Zayner, Dept. 19 **CLASS & REPRESENTATIVE ACTION** **DECLARATION OF MAYRA GONZALEZ OF PHOENIX SETTLEMENT ADMINISTRATORS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

DECLARATION OF MAYRA GONZALEZ

I, Mayra Gonzalez, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Jefferson Rodriguez, et al v. Statewide Traffic and Safety Systems, Inc., et al.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the *Class and PAGA Representative Action Settlement and Release Agreement* ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Pendency of Class Action and Proposed Settlement* ("Notice Packet"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from December 22, 2019 to January 11, 2025 ("Class Period") and the number of pay periods that each Aggrieved Employee worked during the time period from October 10, 2022 to January 11, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Class Representative Service Award to all Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On September 19, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and

workweeks for each Class Member ("Class List") during the Class Period. The final mailing list contained one thousand one hundred fifty-six (1,156) individuals identified as Class Members.

4. On September 22, 2025, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On October 14, 2025, Phoenix mailed the Notice Packet via U.S. first class mail, in English and Spanish, to all one thousand one hundred fifty-six (1,156) Class Members on the Class List. A true and correct copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

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

7. As of the date of this declaration, Phoenix has received <u>one (1) Request for Exclusion</u> from Class Members. The request was submitted by Charles Rios. The deadline to request exclusion from the Class Settlement was December 15, 2025.

8. As of the date of this declaration, Phoenix has received <u>zero (0) Notices of Objection</u> from Class Members. The deadline for objecting to the Class Settlement was December 15, 2025.

9. As of the date of this declaration, Phoenix has received <u>three (3) Workweek disputes</u> from Class Members. The deadline for submitting a dispute was December 15, 2025.

10. On January 22, 2026, a supplemental mailing was completed to nine additional class members who were added after the initial mailing. The response deadline for these nine class members was February 23, 2026. As of the date of this declaration, no returned mail has been received, and no opt-out requests, workweek disputes, or objections have been submitted in response to this supplemental mailing.

11. There are one thousand one hundred sixty-four (1,164) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 99.91% of the Class. Settlement Class Members have worked a collective total of eighty-seven thousand three hundred twelve (87,312) Workweeks during the Class Period. Each Workweek is valued at approximately $20.88.

12. The Escalator Clause of the Settlement Agreement provides that if the actual Workweeks exceed 10% or eighty-nine thousand three hundred forty (89,340), the Gross Settlement Amount shall be increased on a pro-rata basis for all class members exceeding that threshold, or the Class Period may be ended earlier. The total number of Workweeks was eighty-seven thousand four hundred thirty-eight (87,438). Because this total does not exceed 89,340, the Escalator Clause was not triggered.

13. The Net Settlement Amount of $1,822,816.67 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($1,083,333.33), and Class Counsel costs ($50,000.00), requested Class Representative Service Award to Plaintiffs ($10,000.00 each Plaintiff) totaling $30,000.00, the PAGA Amount ($250,000.00), and the requested Settlement Administration Costs ($13,850.00) from the Gross Settlement Amount ($3,250,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $5,490.66, the lowest Individual Settlement Share to be paid is approximately $20.88, while the average Individual Settlement Share to be paid is approximately $1,565.99. Settlement Class Members will be issued payment of their Individual Settlement Shares 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 their "Individual Settlement Payment").

15. Additionally, $250,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $187,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,

or $62,500.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are seven hundred two (702) Aggrieved Employees who worked a total of thirty-eight thousand seven hundred four (38,704) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $192.16, and the average Individual PAGA Payment to be paid is approximately $89.03.

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

17. Phoenix's costs associated with the administration of this matter are $13,850.00. 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 10th day of March 2026, at Orange, California.

Mayra Gonzalez

MAYRA GONZALEZ

Exhibit A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JEFFERSON RODRIGUEZ, DANIELLE PEREZ, and JESSE KNIGHT, Plaintiffs, vs. STATEWIDE TRAFFIC SAFETY AND SIGNS, INC. d/b/a AWP SAFETY; TRAFFIC SOLUTIONS CORPORATION, Defendants.	Case No. 23CV428021 **NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt hourly employees who were employed by Statewide Traffic Safety and Signs, Inc., now doing business as AWP Safety ("Statewide") and Traffic Solutions Corporation ("TSC") (together, Statewide and TSC are referred to as "Defendants") in California at any time from December 22, 2019 through January 11, 2025 ("Class Period").

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.

Why should you read this Notice?

The Santa Clara County Superior Court ("Court") has granted preliminary approval of a proposed class and representative action settlement (the "Settlement") that resolves a class and representative action pending against Defendants called *Jefferson Rodriguez, et al v. Statewide Traffic and Safety Systems, Inc., et al,* Case No. 23CV428021 (the "Action").

Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

Defendants' records show that you were employed by Defendants as a non-exempt hourly employee in California at some point between December 22, 2019, and January 11, 2025. You are therefore a member of the proposed "Settlement Class." The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator's website, rodriguez-v-statewide.phoenixcases.com.

What is this case about?

Plaintiffs Jefferson Rodriguez, Danielle Perez, and Jesse Knight ("Plaintiffs") have filed a lawsuit alleging that Defendants violated California law. Specifically, Plaintiffs allege that Defendants: (i) failed to pay minimum wages or straight time wages for all hours worked; (ii) failed to pay overtime wages; (iii) failed to provide meal periods; (iv) failed to authorize and permit rest periods; (v) failed to indemnify business expenses, (vi) failed to issue accurate itemized wage statements; (vii) failed to timely pay all wages during employment and at termination, (viii) failed to provide one day's rest in seven; and, as a result of the above, (ix) engaged in unlawful business practices. In addition, Plaintiffs seek recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act ("PAGA").

Plaintiffs' attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Defendants deny that they have done anything wrong and believe they have acted in compliance with all applicable laws and that Plaintiffs' claims have no merit. Defendants also deny that they owe any wages, restitution, penalties, or other damages. By agreeing to settle, Defendants do not admit liability or any of the factual allegations or claims asserted in the Action or that the Action can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendants have concluded that it is in their best interests to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

Plaintiffs and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

<u>If you still work for Statewide or TSC, your decision about whether to participate in the Settlement will not affect your employment status. California law and Defendants' company policies strictly prohibit unlawful retaliation.</u> Defendants will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs / the Settlement Class:	Attorneys for Defendants:
MARQUEE LAW GROUP, APC F. Shawn Azizollahi shawn@marqueelaw.com Tuvia Korobkin tuvia@marqueelaw.com Gary S. Brotman gary@marqueelaw.com Nancy Goodes nancy@marqueelaw.com 9100 Wilshire Blvd., Suite 445 East Beverly Hills, California 90212 Tel: (310) 275-1844 www.marqueelaw.com **WILSHIRE LAW FIRM** Benjamin H. Haber benjamin@wilshirelawfirn.com Daniel J. Kramer dkramer@wilshirelawfirm.com 3055 Wilshire Blvd., 12th Floor Los Angeles, California 90010 Tel: (213) 381-9988 www.wilshirelawfirm.com	**LITTLER MENDELSON P.C.** Annureet K. Bezwada abezwada@littler.com Aaron M. Bausch abausch@littler.com 5200 North Palm Avenue, Suite 302 Fresno, California 93704 Tel.: (559) 244-7500 www.littler.com

What are the terms of the Settlement?

Defendants have agreed to pay $3,250,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including claims by Settlement Class members, attorneys' fees, costs, settlement administration costs, PAGA civil penalties, and Class Representative Service Awards.

The following deductions from the Gross Settlement Amount will be requested by the parties:

<u>Settlement Administration Costs</u>. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $20,000 from the Gross Settlement Amount to pay the Settlement administration costs.

<u>Attorneys' Fees and Costs</u>. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, currently estimated to be $1,083,333.33 as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $50,000 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

<u>Class Representative Service Awards</u>. Class Counsel will ask the Court to approve an award of $10,000 to each of the Plaintiffs (for a total of $30,000), also known as the "Class Representatives." These awards are to compensate the Class Representatives for their service and extra work provided on behalf of the Settlement Class.

<u>PAGA Civil Penalties</u>. The parties have agreed to allocate $250,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiffs' PAGA claim. Pursuant to the requirements of the PAGA, seventy-five percent (75%) of that amount, or $187,500, will be paid to the California Labor & Workforce Development Agency ("LWDA"). The remaining $62,500 has been designated as the "PAGA Members Payment" and will be paid to certain Settlement Class members, known as PAGA Members, as described below.

<u>Calculation of Settlement Class Members' Individual Settlement Payments</u>. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately $1,816,666.67. Together with the $62,500 PAGA Members Payment, the total amount to be distributed to Settlement Class members is estimated to be $1,879,166.67. Payments to Settlement Class members, known as "Individual Settlement Payments," will be calculated as follows:

<u>NSA Payment</u>: All Participating Class Members (i.e., all Settlement Class members who do not opt out of the Settlement) will receive a payment from the NSA. The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of workweeks worked for Defendants as a non-exempt, hourly employee in California during the Class Period.

<u>PAGA Members Payment</u>: In addition to the NSA, $62,500 of the Gross Settlement Amount has been designated as the "PAGA Members Payment" as described above, and will be allocated to all Settlement Class members (whether or not they opt out) who worked for Defendants as a non-exempt, hourly employee in California at any time from October 10, 2022 to January 11, 2025 (the "PAGA Period"). This sub-group of Settlement Class members are known as the "PAGA Members." All PAGA Members will receive a payment from the PAGA Members Payment in proportion to the number of pay periods that they worked for Defendants as a non-exempt, hourly employee in California during the PAGA Period.

<u>Deposit of Gross Settlement Amount and Distribution of Payments</u>. If the Court grants final approval and there are no objections to the Settlement, the Gross Settlement Amount will be funded by Defendants approximately 95 days after final approval. Individual Settlement Payments will be mailed approximately 8 business days after the Gross Settlement Amount is funded.

<u>Allocation and Taxes</u>. For tax purposes, Individual Settlement Payments shall be treated as follows: for payments from the PAGA Amount, 100% penalties; for payments from the NSA, 33.33% wages (with withholdings taken), and 66.67% penalties and interest. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as "wages," and will issue IRS forms 1099 for all amounts designated as penalties and interest. Defendants will pay the employer's taxes on any amounts designated as "wages" separately from, and in addition to, the Gross Settlement Amount. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, Defendants and their counsel, and Plaintiffs and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

<u>Releases</u>. Upon the Effective Date (as defined in the Settlement) occurring and the Settlement being fully funded, Plaintiffs and every Participating Class Member will release and discharge Defendants each of their past, present, and future parents, subsidiaries, sister companies, affiliates, predecessors, members and divisions, including but not limited to Area Wide Protective, Inc., AWP Safety, and Statewide Safety Systems, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, former employees, servants, independent contractors, volunteers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable for the Released Claims defined below (the "Released Parties") from any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief against the Released Parties, arising during the Class Period and alleged in the operative Complaint in the Action, or which could have been alleged based on the facts pled in the operative Complaint in the Action, including without limitation claims relating to: (a) any alleged failure by Defendants (1) to pay minimum or straight time wages, (2) to pay overtime wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to issue compliant wage statements, (6) to timely pay wages during employment or at the end of employment, or (7) to reimburse work-related expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(7) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(7) above, including, without limitation, violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2804, or any other applicable state statute, rule and/or regulation, based on Participating Class Members' employment with Defendants in California during the Class Period. These claims are referred to as the "Released Class Claims." The "Released Class Claims" includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under federal law, California law or any state or local law or common law, the California Industrial Welfare Commission Wage Orders, and any other applicable regulations.

In addition, upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, all PAGA Members (whether or not they opt out of the Settlement) shall release all PAGA claims against the Released Parties arising from PAGA Members' employment with Defendants during the PAGA Period and alleged in Plaintiffs' letters and amended letters to the LWDA filed on behalf of any named Plaintiffs in this action, including Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight, or which could have been alleged based on the facts pled in Plaintiffs' letters or amended letters to the LWDA, including without limitation PAGA claims relating to: (i) the alleged failure to timely pay earned wages; (ii) the alleged failure to pay minimum and straight time wages; (iii) the alleged failure to pay overtime wages; (iv) the alleged failure to provide meal periods; (v) the alleged failure to authorize and permit rest periods; (vi) the alleged failure to timely pay final wages; (vii) the alleged failure to provide accurate itemized wage statements; (viii) the alleged failure to indemnify employee business expenses; (ix) the alleged unfair competition; (x) the alleged failure to provide a day of rest; and (xii) any other PAGA claims premised on the aforementioned allegations. ("Released PAGA Claims"). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

<u>Conditional Settlement</u>. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Individual Settlement Payment based on the number of workweeks you worked for Defendants as a non-exempt, hourly employee in California during the Class Period and the number of pay periods you worked for Defendants as a non-exempt, hourly employee in California during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Individual Settlement Payment check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will be given to cy pres recipient Bay Area Legal Aid.

How much money will I receive from the Settlement?

Based on Defendants' records, your total Individual Settlement Payment is estimated to be «Est_Set_Amt», which includes «ESA_Before_Paga» from the Net Settlement Amount and «PAGA_Amount» from the PAGA Members Payment. The enclosed "Notice of Estimated Settlement Payment" contains the data from Defendants' records that was relied upon in calculating your estimated payment.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Payment. Your estimated Individual Settlement Payment has been calculated as noted above. Your estimated payment is based on the number of workweeks you worked for Defendants as a non-exempt, hourly employee in California during the Class Period and the number of pay periods you worked for Defendants as a non-exempt, hourly employee in California during the PAGA Period. The information contained in Defendants' records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Payment.

If you disagree with the information in your Notice of Estimated Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than **December 15, 2025**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or postcard, postmarked no later than **December 15, 2025**, with your full name (as well as any former names you used while you worked for Defendants), your current address, telephone number, last 4 digits of your social security number, and your signature. Although there is no specific language that must be included, the Request for Exclusion must state that you wish to exclude yourself from the Settlement Class in the *Jefferson Rodriguez v. Statewide Traffic Safety* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at Settlement Administrator, P.O. Box 7208, Orange, CA 92863. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all PAGA Members, even those who submit a valid and timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class Settlement, or any portion of it, you may (1) mail a written Objection to the Settlement Administrator, and/or (2) appear at the Final Approval Hearing and object orally. Any written Objection must include your full name (as well as any former names used while you worked for Defendants), current address, current phone number and e-mail address, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Any written Objections must be postmarked on or before **December 15, 2025**. If you do not submit a written objection, you may still object orally at the Final Approval Hearing and discuss your objection with the judge.

If you wish to appear at the Final Approval Hearing, you have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **December 15, 2025**.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **February 11, 2026 at 2:30 p.m.**, in Department 19 of the Santa Clara County Superior Court, located at 161 North First Street, San Jose, California 95113. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of costs/expenses, the Class Representative Service Awards, and the Settlement Administration Costs.

Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session), and should review the remote appearance instructions beforehand:

https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml

Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. If you would like to confirm the date and time of the Final Approval Hearing, you may consult the Settlement website at rodriguez-v-statewide.phoenixcases.com. You may also visit the Court website as described below. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may consult the Court's website, www.scscourt.org. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **December 15, 2025**. These deadlines will be strictly enforced.

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TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE SANTA CLARA

JEFFERSON RODRÍGUEZ, DANIELLE PÉREZ y JESSE KNIGHT, Demandantes, Contra STATEWIDE TRAFFIC SAFETY AND SIGNS, INC. que opera bajo el nombre comercial AWP SAFETY; TRAFFIC SOLUTIONS CORPORATION, Demandados.	N.º de caso 23CV428021 **NOTIFICACIÓN DE DEMANDA COLECTIVA PENDIENTE Y ACUERDO PROPUESTO**

Para: Todos los empleados por hora actuales y antiguos no exentos que fueron empleados por Statewide Traffic Safety and Signs, Inc., que ahora opera bajo el nombre comercial de AWP Safety ("Statewide") y Traffic Solutions Corporation ("TSC") (en conjunto, Statewide y TSC se denominan "Demandados") en California en cualquier momento entre el 22 de diciembre de 2019 y el 11 de enero de 2025 ("período de la Clase").

LEA ATENTAMENTE ESTE AVISO.
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS, ACTÚE O NO.

¿Por qué debe leer este aviso?

El Tribunal Superior del Condado de Santa Clara ("Tribunal") ha concedido la aprobación preliminar de un Acuerdo propuesto de Demanda colectiva y representativa (el "Acuerdo") que resuelve una Demanda colectiva y representativa pendiente contra los Demandados denominada *Jefferson Rodríguez, et al. contra Statewide Traffic and Safety Systems, Inc., et al.,* Caso n.º 23CV428021 (la "Demanda").

Dado que sus derechos pueden verse afectados por el Acuerdo, es importante que lea atentamente este Aviso.

Los registros de los Demandados muestran que usted fue empleado por los Demandados como empleado por hora no exento en California en algún momento entre el 22 de diciembre de 2019 y el 11 de enero de 2025. Por lo tanto, usted es miembro de la "Demanda Colectiva" propuesta. El Tribunal ordenó que se le enviara este Aviso porque usted puede tener derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta a sus derechos legales.

El propósito de este Aviso es proporcionarle una breve descripción de la Demanda, informarle de los términos del Acuerdo propuesto, describir sus derechos en relación con el Acuerdo y explicarle los pasos que puede seguir para participar en el Acuerdo, oponerse a él o excluirse del mismo. Si no se excluye del Acuerdo y el Tribunal finalmente lo aprueba, quedará vinculado por los términos del Acuerdo y cualquier sentencia definitiva. Si se dicta una sentencia definitiva en este caso, se publicará en el sitio web del administrador del Acuerdo, rodriguez-v-statewide.phoenixcases.com.

¿De qué trata este caso?

Los Demandantes Jefferson Rodríguez, Danielle Pérez y Jesse Knight ("los Demandantes") han presentado una Demanda alegando que los Demandados infringieron la legislación de California. En concreto, los Demandantes alegan que los Demandados: (i) no pagaron el salario mínimo ni el salario por horas normales por todas las horas trabajadas; (ii) no pagaron las horas extras; (iii) no proporcionaron períodos de comida; (iv) no autorizaron ni permitieron períodos de descanso; (v) no indemnizaron los gastos comerciales; (vi) no emitieron nóminas detalladas y precisas; (vii) no pagaron puntualmente todos los salarios durante el empleo y al término del mismo; (viii) no proporcionaron un día de descanso cada siete días; y, como resultado de lo anterior, (ix) incurrieron en prácticas comerciales ilegales. Además, los Demandantes solicitan la recuperación de sanciones civiles derivadas en virtud de la Ley General de Abogados Privados del Código Laboral de California ("PAGA").

Los abogados de los Demandantes, que también representan los intereses de todos los miembros de la Demanda Colectiva, se denominan "Abogados de la Clase".

Los Demandados niegan haber actuado de forma indebida y consideran que han cumplido con todas las leyes aplicables y que las reclamaciones de los Demandantes carecen de fundamento. Los Demandados también niegan que deban salarios, indemnizaciones, sanciones u otros daños y perjuicios. Al aceptar el Acuerdo, los Demandados no admiten responsabilidad alguna ni ninguna de las alegaciones fácticas o reclamaciones formuladas en la Demanda, ni que la Demanda pueda o deba proseguir como una Demanda colectiva en un contexto no conciliatorio.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones de los Demandantes. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencias en sus operaciones comerciales, los Demandados han concluido que lo más conveniente para ustedes es llegar a un Acuerdo sobre la Demanda en los términos resumidos en esta Notificación. Después de que los Demandados proporcionaran la información pertinente a los Abogados de la Clase, se llegó al Acuerdo tras una mediación y negociaciones en condiciones de igualdad entre las partes.

Los Demandantes y los abogados de la Clase también apoyan el Acuerdo. Entre las razones para apoyarlo se encuentran las defensas de responsabilidad potencialmente disponibles para los Demandados, el riesgo de denegación de la certificación de la Clase, los riesgos inherentes al juicio sobre el fondo del asunto y los retrasos e incertidumbres asociados al litigio.

Si todavía trabaja para Statewide o TSC, su decisión de participar o no en el Acuerdo no afectará a su situación laboral. La legislación de California y las políticas de la empresa de los Demandados prohíben estrictamente las represalias ilegales. Los Demandados no tomarán ninguna medida adversa ni tomarán medidas contra, tomarán represalias o discriminarán a ningún miembro de la Demanda Colectiva por su decisión de participar o no en el Acuerdo.

¿Quiénes son los abogados?

Abogados de los Demandantes/de la Demanda Colectiva:	Abogados de los Demandados:
MARQUEE LAW GROUP, APC F. Shawn Azizollahi shawn@marqueelaw.com Tuvia Korobkin tuvia@marqueelaw.com Gary S. Brotman gary@marqueelaw.com Nancy Goodes nancy@marqueelaw.com 9100 Wilshire Blvd., Suite 445 East Beverly Hills, California 90212 Tel: (310) 275-1844 www.marqueelaw.com **WILSHIRE LAW FIRM** Benjamin H. Haber benjamin@wilshirelawfirn.com Daniel J. Kramer dkramer@wilshirelawfirm.com 3055 Wilshire Blvd., 12th Floor Los Angeles, California 90010 Tel: (213) 381-9988 www.wilshirelawfirm.com	**LITTLER MENDELSON P.C.** Annureet K. Bezwada abezwada@littler.com Aaron M. Bausch abausch@littler.com 5200 North Palm Avenue, Suite 302 Fresno, California 93704 Tel.: (559) 244-7500 www.littler.com

¿Cuáles son los términos del Acuerdo?

Los Demandados han acordado pagar $3,250,000.00 (el "importe bruto del Acuerdo") para resolver íntegramente todas las reclamaciones de la Demanda, incluidas las reclamaciones de los miembros de la Demanda Colectiva, los honorarios de los abogados, las costas, los gastos de administración del Acuerdo, las sanciones civiles de la Ley PAGA y las indemnizaciones por servicios prestados por los representantes de la Clase.

Las partes solicitarán las siguientes deducciones del importe bruto del Acuerdo:

Costes de administración del Acuerdo. El Tribunal ha aprobado que Phoenix Settlement Administrators actúe como "Administrador del Acuerdo", que le envía esta Notificación y desempeñará muchas otras funciones relacionadas con el Acuerdo. El Tribunal ha aprobado reservar hasta $20,000 del Importe bruto del Acuerdo para pagar los costes de administración del Acuerdo.

Honorarios y costos de los abogados. Los abogados de la Clase solicitarán honorarios de hasta un tercio del monto bruto del Acuerdo, que actualmente se estima en $1,083,333.33, como compensación razonable por el trabajo que han realizado y seguirán realizando en esta Demanda hasta la finalización del Acuerdo. Los abogados de la Clase también solicitarán el reembolso de hasta $50,000 por los gastos verificados en los que hayan incurrido en relación con la Demanda.

Indemnizaciones por servicios prestados por los representantes de la Clase. Los abogados de la Clase solicitarán al tribunal que apruebe una indemnización de $10,000 para cada uno de los Demandantes (por un total de $30,000), también conocidos como "representantes de la Clase". Estas indemnizaciones tienen por objeto compensar a los representantes de la Clase por sus servicios y el trabajo adicional realizado en nombre de la Clase del Acuerdo.

Sanciones civiles de la Ley PAGA. Las partes han acordado asignar $250,000 del importe bruto del Acuerdo como sanciones civiles alegadas para la resolución de la Demanda de los Demandantes en virtud de la Ley PAGA. De conformidad con los requisitos de la Ley PAGA, el setenta y cinco por ciento (75 %) de esa cantidad, es decir, $187,500, se pagará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA"). Los $62,500 restantes se han designado como "Pago a los miembros de la Ley PAGA" y se pagarán a determinados miembros de la Demanda Colectiva, conocidos como miembros de la Ley PAGA, tal y como se describe a continuación.

Cálculo de los pagos individuales de la liquidación de los miembros de la Clase de la liquidación. Después de deducir los importes aprobados por el tribunal anteriormente mencionados, el saldo del importe bruto de la liquidación constituirá el importe neto de la liquidación ("NSA"), que se distribuirá entre todos los miembros de la Clase de la liquidación que no presenten una solicitud de exclusión válida y oportuna (descrita a continuación). Se estima que el NSA será de aproximadamente $1,816,666.67. Junto con el pago de $62,500 a los miembros PAGA, se estima que el importe total que se distribuirá a los miembros de la Demanda Colectiva será de $1,879,166.67. Los pagos a los miembros de la Demanda Colectiva, conocidos como "pagos individuales del Acuerdo", se calcularán de la siguiente manera:

Pago del NSA: Todos los miembros participantes de la Clase (es decir, todos los miembros del Acuerdo que no se excluyan del Acuerdo) recibirán un pago del NSA. El NSA se distribuirá a todos los miembros participantes de la Clase en función del número proporcional de semanas laborales que cada miembro participante de la Clase haya trabajado para los Demandados como empleado por horas no exento en California durante el período del Acuerdo.

Pago a los miembros de la Ley PAGA: Además de la NSA, se han destinado $62,500 del importe bruto del Acuerdo al "pago a los miembros de PAGA", tal y como se ha descrito anteriormente, y se asignarán a todos los miembros de la Demanda Colectiva (tanto si se excluyen como si no) que hayan trabajado para los Demandados como empleados por hora no exentos en California en cualquier momento entre el 10 de octubre de 2022 y el 11 de enero de 2025 (el "período PAGA"). Este subgrupo de miembros de la Demanda Colectiva se conoce como "Miembros de PAGA". Todos los Miembros de PAGA recibirán un pago del Pago a los Miembros de PAGA en proporción al número de períodos de pago que trabajaron para los Demandados como empleados por hora no exentos en California durante el Período PAGA.

Depósito del importe bruto del Acuerdo y distribución de los pagos. Si el Tribunal concede la aprobación definitiva y no hay objeciones al Acuerdo, el importe bruto del Acuerdo será financiado por los Demandados aproximadamente 95 días después de la aprobación definitiva. Los pagos individuales del Acuerdo se enviarán por correo aproximadamente 8 días hábiles después de que se financie el importe bruto del Acuerdo.

Asignación e impuestos. A efectos fiscales, los pagos del Acuerdo individual se tratarán de la siguiente manera: para los pagos procedentes del importe PAGA, sanciones del 100 %; para los pagos procedentes de la NSA, 33,33 % de salarios (con retenciones) y 66,67 % de sanciones e intereses. El administrador del Acuerdo emitirá los formularios W-2 del IRS para todas las cantidades designadas como "salarios" y emitirá los formularios 1099 del IRS para todas las cantidades designadas como sanciones e intereses. Los Demandados pagarán los impuestos del empleador sobre cualquier importe designado como "salario" por separado y además del importe bruto del Acuerdo. Los miembros de la Clase son responsables del tratamiento fiscal adecuado de los pagos individuales del Acuerdo. El administrador del Acuerdo, los Demandados y sus abogados, así como los Demandantes y los abogados de la Clase, no pueden proporcionar asesoramiento fiscal. Por consiguiente, los miembros de la Clase deben consultar con sus asesores fiscales sobre las consecuencias fiscales y el tratamiento de los pagos que reciban en virtud del Acuerdo.

Exenciones. Una vez que se produzca la fecha de entrada en vigor (tal y como se define en el Acuerdo) y se haya financiado íntegramente el Acuerdo, los Demandantes y todos los miembros participantes de la Clase eximirán y liberarán a los Demandados, a cada una de sus matrices, filiales, empresas asociadas, afiliadas, predecesoras, miembros y divisiones pasadas, presentes y futuras, incluyendo, entre otras, Area Wide Protective, Inc. AWP Safety y Statewide Safety Systems, así como a sus respectivos directivos, consejeros, empleados, socios, accionistas, propietarios, agentes, aseguradoras, antiguos empleados, servidores, contratistas independientes, voluntarios, representantes legales, abogados y todos sus sucesores (incluidas las personas o entidades que puedan adquirirlos en el futuro), cesionarios, representantes, herederos, albaceas y administradores, y todas las demás personas que actúen por, a través de, bajo o en concierto con ellos que puedan ser responsables de las reclamaciones exoneradas que se definen a continuación (las "partes exoneradas") de todas y cada una de las reclamaciones, deudas, derechos, Demandas, obligaciones o responsabilidades de cualquier naturaleza y descripción, por daños y perjuicios, primas, sanciones, daños y perjuicios liquidados, daños punitivos, intereses, honorarios de abogados, costas procesales, restitución o compensación equitativa contra las Partes exoneradas, que surjan durante el Período de la Clase y se aleguen en la Demanda operativa en la Demanda, o que podrían haberse alegado sobre la base de los hechos alegados en la Demanda operativa en la Demanda, incluyendo, sin limitación, las reclamaciones relacionadas con: (a) cualquier supuesto incumplimiento por parte de los Demandados (1) de pagar el salario mínimo o el salario normal, (2) pagar salarios por horas extras, (3) proporcionar períodos de comida o pagar salarios premium por períodos de comida, (4) autorizar y permitir períodos de descanso o pagar salarios premium por períodos de descanso, (5) emitir declaraciones de salarios conformes, (6) pagar puntualmente los salarios durante el empleo o al final del mismo, o (7) reembolsar los gastos relacionados con el trabajo; (b) cualquier derecho o reclamación por prácticas comerciales desleales que infrinjan los artículos 17200 *y siguientes* del Código de Negocios y Profesiones de California*,* basados en los supuestos incumplimientos expuestos en los apartados (a)(1) a (a)(7) anteriores; y (c) cualquier infracción del Código Laboral de California que se derive o esté relacionada con la conducta alegada en los apartados (a)(1) a (a)(7) anteriores, incluyendo, sin limitación, la infracción de las secciones 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 y 2804 del Código Laboral, o cualquier otra ley, norma y/o reglamento estatal aplicable, basadas en el empleo de los Miembros Participantes de la Clase con los Demandados en California durante el Período de la Clase. Estas reclamaciones se denominan

"Reclamaciones de la Clase Liberadas". Las "Reclamaciones de Clase Liberadas" incluyen todos los tipos de compensación disponibles para las reclamaciones mencionadas anteriormente, incluidas las reclamaciones por daños y perjuicios, restitución, pérdidas, primas, sanciones, multas, embargos, honorarios de abogados, costes, gastos, deudas, intereses, medidas cautelares, medidas declarativas o daños y perjuicios liquidados, ya sea en virtud de la legislación federal, la legislación de California o cualquier ley estatal o local o el derecho consuetudinario, las Órdenes Salariales de la Comisión de Bienestar Industrial de California y cualquier otra normativa aplicable.

Además, una vez que (i) se produzca la fecha de entrada en vigor y (ii) se haya financiado íntegramente el importe bruto del Acuerdo, todos los miembros de la Ley PAGA (tanto si optan por excluirse del Acuerdo como si no) renunciarán a todas las reclamaciones de la Ley PAGA contra las partes exoneradas que se deriven del empleo de los miembros de la Ley PAGA con los Demandados durante el período PAGA y que se aleguen en las cartas de los Demandantes y en las cartas modificadas enviadas a la LWDA en nombre de cualquiera de los Demandantes nombrados en esta Demanda, incluidos los Demandantes Jefferson Rodríguez, Danielle Andrea Pérez y Jesse Knight, o que podrían haberse alegado sobre la base de los hechos expuestos en las cartas de los Demandantes o en las cartas modificadas enviadas a la LWDA, incluyendo, sin limitación, las reclamaciones PAGA relacionadas con: (i) el supuesto incumplimiento del pago puntual de los salarios devengados; (ii) el supuesto incumplimiento del pago del salario mínimo y del salario por horas normales; (iii) el supuesto incumplimiento del pago de salarios por horas extras; (iv) el supuesto incumplimiento de la obligación de proporcionar períodos de comida; (v) el supuesto incumplimiento de la obligación de autorizar y permitir períodos de descanso; (vi) el supuesto incumplimiento del pago puntual de los salarios finales; (vii) el supuesto incumplimiento de la obligación de proporcionar nóminas detalladas y precisas; (viii) el supuesto incumplimiento de la obligación de indemnizar los gastos comerciales de los empleados; (ix) la supuesta competencia desleal; (x) la supuesta falta de concesión de un día de descanso; y (xii) cualquier otra reclamación PAGA basada en las alegaciones mencionadas anteriormente. ("Reclamaciones PAGA exoneradas"). De conformidad con *Robinson v. Southern Counties Oil Co.,* 53 Cal.App.5th 476 (2020), todos los miembros de la Clase PAGA estarán sujetos a la parte del Acuerdo relativa a la Ley PAGA y no podrán excluirse de dicha parte del Acuerdo.

Acuerdo condicional. Al conceder la aprobación preliminar del Acuerdo, el Tribunal ha determinado que el Acuerdo entra dentro del ámbito de lo que puede aprobarse como justo, razonable y adecuado. Este Acuerdo está condicionado a que el Tribunal dicte una orden en la Audiencia de Aprobación Definitiva o después de ella, aprobando definitivamente el Acuerdo.

¿Cómo pueden reclamar dinero del Acuerdo?

No hacer nada. No es necesario que haga nada si desea recibir el pago y participar en el Acuerdo. Si no hace nada, tendrá derecho a su Pago Individual del Acuerdo en función del número de Semanas Laborales que haya trabajado para los Demandados como empleado por hora no exento en California durante el Período de la Demanda Colectiva y del número de períodos de pago que haya trabajado para los Demandados como empleado por hora no exento en California durante el Período PAGA. También estará sujeto al Acuerdo, incluida la renuncia a las reclamaciones aquí establecidas.

Fecha límite para cobrar cheques y cheques sin cobrar. Debe cobrar o depositar su cheque de pago del Acuerdo individual en un plazo de 180 días a partir de la fecha en que el administrador del Acuerdo le envíe el cheque por correo. Si no cobra o deposita su cheque en un plazo de 180 días, su cheque se anulará y los fondos del cheque se entregarán al destinatario cy pres Bay Area Legal Aid.

¿Cuánto dinero recibiré del Acuerdo?

Según los registros de los Demandados, su pago individual total del Acuerdo se estima en «Est_Set_Amt», lo que incluye «ESA_Before_Paga», del importe neto del Acuerdo y «PAGA_Amount», pago a los miembros de PAGA. La "Notificación del pago estimado del Acuerdo" adjunta contiene los datos de los registros de los Demandados en los que se ha basado el cálculo de su pago estimado.

¿Qué otras opciones tengo?

Disputar la información del Aviso de pago estimado del Acuerdo. Su pago estimado del Acuerdo individual se ha calculado como se indica anteriormente. Su pago estimado se basa en el número de semanas laborales que trabajó para los Demandados como empleado por hora no exento en California durante el período de la Demanda colectiva y el número de períodos de pago que trabajó para los Demandados como empleado por hora no exento en California durante el período PAGA. La información contenida en los registros de los Demandados con respecto a cada uno de estos factores se incluye en la Notificación de pago estimado del Acuerdo adjunta.

Si no está de Acuerdo con la información que figura en su Aviso de pago estimado del Acuerdo, puede presentar una disputa, junto con cualquier documentación de respaldo, de Acuerdo con los procedimientos establecidos en el Aviso de pago estimado del Acuerdo. Cualquier disputa, junto con la documentación de respaldo, debe tener un matasellos con fecha no posterior al **15 de diciembre de 2025**. **NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.** Las partes y el administrador del Acuerdo evaluarán las pruebas presentadas y discutirán de buena fe cómo resolver cualquier disputa presentada por los miembros de la Demanda Colectiva. La decisión del administrador del Acuerdo con respecto a cualquier disputa será definitiva.

Excluirse de la parte colectiva del Acuerdo. Si **no** desea participar en la parte de Demanda Colectiva, puede excluirse enviando al Administrador del Acuerdo una carta o postal con la "Solicitud de exclusión" por escrito, con matasellos no posterior al **15 de diciembre de 2025**, con su nombre completo (así como cualquier nombre anterior que haya utilizado mientras trabajaba para los Demandados), su dirección actual, número de teléfono, los últimos 4 dígitos de su número de la seguridad social y su firma. Aunque no hay que incluir ningún texto específico, la Solicitud de exclusión debe indicar que desea excluirse de la Demanda Colectiva en el juicio *Jefferson Rodríguez contra Statewide Traffic Safety*.

Envíe cualquier solicitud de exclusión directamente al administrador del Acuerdo a Settlement Administrator, P.O. Box 7208, Orange, CA 92863. Cualquier persona que presente una solicitud de exclusión válida y oportuna dejará de ser miembro de la Demanda Colectiva con respecto a las reclamaciones de la Clase, no podrá participar en la parte del Acuerdo correspondiente a la Clase y no recibirá ningún beneficio de dicha parte. Cualquier persona que presente una Solicitud de exclusión válida y oportuna tampoco tendrá legitimación para presentar ninguna objeción al Acuerdo. Sin embargo, todos los Miembros de PAGA, incluso aquellos que presenten una Solicitud de exclusión válida y oportuna, estarán sujetos a la parte del Acuerdo relativa a PAGA y recibirán una parte del Importe de PAGA.

Objeción al Acuerdo. Si no presenta una solicitud de exclusión, tiene derecho a objetar los términos del Acuerdo Colectivo. Sin embargo, si el Tribunal rechaza su objeción, seguirá estando obligado por los términos del Acuerdo. Si desea objetar el Acuerdo Colectivo, o cualquier parte del mismo, puede (1) enviar por correo una objeción por escrito al Administrador del Acuerdo, y/o (2) comparecer en la Audiencia de Aprobación Definitiva y objetar verbalmente. Cualquier objeción por escrito debe incluir su nombre completo (así como cualquier nombre anterior que haya utilizado mientras trabajaba para los Demandados), su dirección actual, su número de teléfono y dirección de correo electrónico actuales, el nombre y la información de contacto de cualquier abogado que le represente, cada motivo específico en apoyo de su objeción y cualquier apoyo legal o fáctico para cada objeción, incluidos los documentos de apoyo, informes, pruebas escritas, declaraciones y/u otras pruebas. Cualquier objeción por escrito debe tener fecha de matasellos anterior al **15 de diciembre de 2025**. Si no presenta una objeción por escrito, aún puede objetar verbalmente en la Audiencia de Aprobación Definitiva y discutir su objeción con el juez.

Si desea comparecer en la Audiencia de Aprobación Definitiva, tiene derecho a hacerlo en persona o a través de su propio abogado. Si desea comparecer en la Audiencia de Aprobación Definitiva y/o contratar a un abogado para que le represente en la audiencia, deberá hacerlo por su cuenta y cargo. Cualquier abogado que tenga la intención de representar a una persona que se oponga al Acuerdo debe presentar una notificación de comparecencia ante el Tribunal y notificarla a los abogados de todas las partes antes del **15 de diciembre de 2025.**

Si se opone al Acuerdo, seguirá siendo miembro de la Demanda Colectiva y, si el Tribunal aprueba el Acuerdo, quedará vinculado por los términos del mismo de la misma manera que los miembros de la Demanda Colectiva que no se opongan. En otras palabras, al presentar una Objeción, no se excluye del Acuerdo.

¿Cuál es el siguiente paso?

El Tribunal celebrará una Audiencia de Aprobación Definitiva sobre la idoneidad, razonabilidad y equidad del Acuerdo el **11 de febrero de 2026 a las 2:30 p.m.**, en el Departamento 19 del Tribunal Superior del Condado de Santa Clara, ubicado en 161 North First Street, San José, California 95113. En la Audiencia de Aprobación Definitiva, también se solicitará al Tribunal que se pronuncie sobre la solicitud de los abogados de la Clase relativa a los honorarios de los abogados y el reembolso de los costes/gastos, las indemnizaciones por servicios prestados por los representantes de la Clase y los costes de administración del Acuerdo.

Los miembros de la Clase pueden comparecer en la Audiencia de Aprobación Definitiva en persona o de forma remota utilizando el enlace de Microsoft Teams para el Departamento 19 (sesión de tarde), y deben revisar las instrucciones para la comparecencia remota con antelación:

https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml

Se recomienda a los miembros de la Clase que deseen comparecer de forma remota que se pongan en contacto con el abogado de la Clase al menos tres días antes de la audiencia, si es posible, para evitar o minimizar posibles problemas técnicos o de audibilidad.

La Audiencia de Aprobación Definitiva puede posponerse o trasladarse sin previo aviso a la Demanda Colectiva. Si desean confirmar la fecha y la hora de la Audiencia de Aprobación Definitiva, pueden consultar el sitio web del Acuerdo en rodriguez-v-statewide.phoenixcases.com. También pueden visitar el sitio web del tribunal, tal y como se describe a continuación. **No es necesario que asistan a la Audiencia de Aprobación Definitiva, aunque cualquier miembro de la Demanda Colectiva puede asistir a la audiencia por su cuenta.**

¿Cómo puedo obtener información adicional?

Este aviso es solo un resumen de la Demanda y el Acuerdo. Para obtener más información, puede consultar el sitio web del tribunal, www.scscourt.org. También puede ponerse en contacto con el administrador del Acuerdo o el abogado de la Clase utilizando la información de contacto que se indica arriba para obtener más información.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

RECORDATORIO SOBRE LOS PLAZOS

La fecha límite para presentar cualquier disputa, solicitud de exclusión u objeción es el **15 de diciembre de 2025**. Estos plazos se aplicarán de forma estricta.

Exhibit B

CASE ASSUMPTIONS

Class Members	1,135
Opt Out Rate	1%
Opt Outs Received	11
Total Class Claimants	1,124
Subtotal Admin Only	**$13,850.00**
Not-to-Exceed Total	**$13,850.00**

For 1135 Class Members

Pricing Good for Scope of Estimate Only

May 5, 2025

Case: Rodriguez et al v. Statewide Traffic Opt-Out Administration wTranslation

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

Requesting Attorney: Tuvia Korobkin, Esq.
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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 **1135** 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	3	$375.00
Programming Database & Setup	$125.00	3	$375.00
Toll Free Setup*	$139.16	1	$139.16
Call Center & Long Distance	$1.95	16	$31.20
NCOA (USPS)	$250.00	2	$500.00
		Total	**$1,420.36**

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	3	$375.00
Data Merge & Duplication Scrub	$0.50	1,135	$567.50
Notice Packet & Opt-Out Form	$1.00	1,135	$1,135.00
Estimated Postage (up to 2 oz.)*	$0.69	1,135	$783.15
Static Website	$250.00	1	$250.00
Language Translation	$1,250.00	1	$1,250.00
		Total	**$4,360.65**

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

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Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Skip Tracing Undeliverables	$2.00	85	$170.25
Remail Notice Packets	$1.00	85	$85.13
Estimated Postage	$0.69	85	$58.74
Programming Undeliverables	$50.00	3	$150.00
		Total	**$629.11**

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	$200.00	1	$200.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	5	$50.00
Case Manager	$75.00	3	$225.00
		Total	**$835.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	2	$270.00
Disbursement Review	$135.00	2	$270.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$100.00	2	$200.00
Check Run Setup & Printing	$125.00	4	$500.00
Mail Class Checks *	$0.95	1,124	$1,067.47
Estimated Postage	$0.69	1,124	$775.32
		Total	**$3,272.79**

* 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	$125.00	4	$500.00
Remail Undeliverable Checks (Postage Included)	$1.50	225	$337.10
Case Associate	$55.00	4	$220.00
Reconcile Uncashed Checks	$75.00	3	$225.00
Conclusion Reports	$150.00	1	$150.00
Case Manager Conclusion	$75.00	2	$150.00
Final Reporting & Declarations	$125.00	2	$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,500.00	1	$1,500.00
		Total	**$3,332.10**

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

Estimate Total:	**$13,850.00**

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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.