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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 JASPER MARTINEZ, individually, and on
13 behalf of other members of the general public
14 similarly situated;

15 Plaintiff,

16 vs.

17 INLAND STAFFING, INC., a California
18 corporation; 3 WAY THRIFT STORE, INC.,
19 a California corporation; and DOES 1 through
20 10, inclusive,

21 Defendants.
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Case No.: CIVSB2428153

Assigned to Hon. Nicole Quintana Winter,
Dept. S29

**DECLARATION OF MAYRA
GONZALEZ ON BEHALF OF
PHOENIX SETTLEMENT
ADMINISTRATORS REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

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 *Martinez v. Inland Staffing, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform administration duties in this Action. Pursuant to the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Court Approval* (“Class Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from September 16, 2020 to September 6, 2025 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during the time period from June 20, 2023 to September 6, 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 Class Payments to Class Members; (vi) calculating and issuing the Individual Class 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 Payment to Class Representative, 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 May 4, 2026, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, Class workweeks, and PAGA pay periods for each Class Member (“Class Data”) during the Class Period. The final mailing list contained one thousand eight hundred twenty-eight (1,828) individuals identified as Class

1 Members.

2 4. On May 11, 2026, 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.

6 5. On May 19, 2026, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all one thousand eight hundred twenty-eight (1,828) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

9 6. As of the date of this declaration, six (6) Notices have been returned to Phoenix. None were returned with a forwarding address. For the six (6) 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 six (6) Notices that were skip traced, five (5) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

15 7. As of the date of this declaration, one (1) Notice remains undeliverable since an updated address could not be obtained via skip trace.

17 8. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was July 20, 2026.

20 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objections from Class Members. The deadline for objecting to the Class Settlement was July 20, 2026.

23 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was July 20, 2026.

25 11. There are one thousand eight hundred twenty-eight (1,828) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of twenty-eight thousand, one hundred seventy-two (28,172) Workweeks during the Class

1 Period. Each Workweek is valued at approximately \$3.17.

2 12. The Settlement Agreement's Escalator Clause provides that if Class Workweeks
3 increase by more than 5% (i.e., for an increase to 33,346 Class Workweeks), the GSA will increase
4 proportionally for the excess. Similarly, if Weekly PAGA Pay Periods increase by more than 5%
5 (i.e., for an increase to 9,891 pay periods) and/or Bi-Weekly PAGA Pay Periods increase by more
6 than 5% (i.e., for an increase to 1,856 pay periods periods), the applicable PAGA Penalties will
7 increase proportionally for the excess, regardless of whether the GSA increases. Here, the total
8 number of Class Workweeks was 28,172 (which is below the 33,346 threshold), the total number
9 of Weekly PAGA Pay Periods was 9,661 (which is below the 9,981 threshold), and the total number
10 of Bi-Weekly PAGA Periods was 1,812 (which is below the 1,856 threshold). Accordingly, the
11 Escalator Clause was not triggered.

12 13. The Net Settlement Amount of \$89,399.65 available to pay Settlement Class
13 Members was determined by subtracting the requested Class Counsel Fees Payment (\$75,000.00),
14 and Class Counsel Litigation Expenses Payment (\$22,600.35), requested Class Representative
15 Service Payment (\$10,000.00), the PAGA Penalties (\$11,250.00), and the requested Settlement
16 Administration Costs (\$16,750.00) from the Gross Settlement Amount (\$225,000.00).

17 14. Based upon the calculations stipulated in the Settlement, the highest Individual Class
18 Payment to be paid is approximately \$821.90, the lowest Individual Class Payment to be paid is
19 approximately \$3.17, while the average Individual Class Payment to be paid is approximately
20 \$48.91. Settlement Class Members will be issued payment of their Individual Class Payments
21 subject to reduction for the employee's share of taxes and withholdings with respect to the wages
22 portion of the Individual Class Payment (the net payment is their "Individual Class Payment").

23 15. Additionally, \$11,250.00 of the Gross Settlement Amount has been allocated toward
24 penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 65%, or \$7,312.50,
25 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%, or \$3,937.50,
26 of which shall be paid to all current and former hourly non-exempt individuals who are or were
27 employed by Defendant during the PAGA Period. There are five hundred twelve (512) Aggrieved
28 Employees who worked a total of eleven thousand four hundred seventy-three (11,473) pay periods

1 during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately
2 \$39.81, the lowest Individual PAGA Payment to be paid is approximately \$0.34, while the average
3 Individual PAGA Payment to be paid is approximately \$7.69.

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

6 17. Phoenix's costs associated with the administration of this matter are \$16,750.00.
7 This includes all costs incurred to date, as well as estimated costs involved in completing the
8 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
9 **Exhibit B.**

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

13 Executed on August 14, 2026, at Orange, California.

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15 Mayra Gonzalez
16 Mayra Gonzalez
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Exhibit A

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

Jasper Martinez v. Inland Staffing, Inc., et al.

San Bernardino County Superior Court, Case No. CIVSB2428153

***The San Bernardino County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from employee class and representative action lawsuit (“Action”) against Inland Staffing, Inc. and 3 Way Thrift Store, Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by former employee, Jasper Martinez (“Plaintiff”), and seeks (1) payment of wages and other relief for a class of non-exempt or hourly-paid employees of Defendant Inland Staffing, Inc who performed work for Defendants, or any of them, during the Class Period (September 16, 2020 through September 6, 2025) (“Class Members”); and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt or hourly-paid employees of Defendant Inland Staffing, Inc who performed work for Defendants, or any of them, during the PAGA Period (June 20, 2023, through September 6, 2025) (“Aggrieved Employees”).

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

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

The above estimates are based on Defendants’ records showing that **you worked «Total_Weeks» Workweeks during the Class Period and you worked «PAGA_Work_Weeks» Pay Periods during the PAGA Period**. The number of Workweeks attributed to you will be calculated by the Settlement Administrator using Defendant’s records. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

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

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

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendants’ records indicate that you worked for Defendants Inland Staffing, Inc. and/or 3 Way Thrift Store, Inc. in California at some point(s) between September 16, 2020, through September 6, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant Inland Staffing, Inc. during the "PAGA Period," which is June 20, 2023, through September 6, 2025.

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

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

The Court in charge of the Action is the San Bernardino County Superior Court. The case is titled *Jasper Martinez v. Inland Staffing, Inc., et al. San Bernardino County Superior Court, Case No. CIVSB2428153*. The person who sued, Jasper Martinez, is the plaintiff, and the companies sued, Inland Staffing, Inc. and 3 Way Thrift Store, Inc., are the defendants.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendants for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay rest period premiums; (5) failure to timely pay final wages at termination; (6) failure to furnish accurate itemized wage statements; (7) failure to provide reporting time pay; (8) failure to indemnify employees for all necessary business expenditures; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, et seq.; and (10) civil penalties pursuant to PAGA based on the alleged violations of the California Labor Code listed above (the "Claims"). Defendants deny Plaintiff's Claims and deny any wrongdoing.

3. WHO ARE THE ATTORNEYS FOR THE CLASS?

Counsel for the Class and Aggrieved Employees ("Class Counsel")

WILSHIRE LAW FIRM

Tyler J. Woods, Esq. (SBN 232464)

tyler.woods@wilshirelawfirm.com

James Yoo, Esq. (SBN 310680)

james.yoo@wilshirelawfirm.com

Heriberto Ponce, Esq. (SBN 339713)

eddie.ponce@wilshirelawfirm.com

Ruby Carrera, Esq. (SBN 343745)

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Alan Wilcox (SBN 287476)

alan.wilcox@wilshirelawfirm.com

Conor J.D. Gomez (SBN 337395)

conor.gomez@wilshirelawfirm.com

660 S. Figueroa Street, Sky Lobby

Los Angeles, California 90017

Telephone: (213) 381-9988

Facsimile: (213) 381-9989

3. WHY IS THIS A CLASS ACTION?

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

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendants on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendants think that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the

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

right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Class Counsel, believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who performed work for Defendants, or any of them, as an hourly-paid or non-exempt employee of Defendant Inland Staffing, Inc. during the Class Period, including current and former employees.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

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

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to collectively pay a Gross Settlement Amount (“Gross Settlement Amount” or “GSA”) of up to \$225,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third (1/3) of the GSA, currently estimated to total \$75,000.00 and reimbursement for reasonable costs not to exceed \$25,000.00; a Class Representative Service Payment of up to \$10,000.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case and Plaintiff’s broader general release); a PAGA Penalties payment of \$11,250.00 to resolve the PAGA claims (“PAGA Penalties”); and Settlement Administration Costs in an amount not to exceed \$20,000.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount is the “Net Settlement Amount” or the “NSA.” The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$11,250.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or \$7,312.50, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or \$3,937.50, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

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

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendants’ records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (September 16, 2020 through September 6, 2025). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you performed work for Defendants, or any of them, as a non-exempt employee of Defendant Inland Staffing, Inc., in California during the PAGA Period for remuneration, you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on an IRS Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

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

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on September 23, 2026, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date and the Court's approval of the Settlement becoming final, including resolution of any appeals, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees after the Settlement is fully funded, which will not occur until approximately 30 days after the date the Court enters Judgment on its Order Granting Final Approval of the Settlement and the Judgment is final, in accordance with the terms of the Settlement Agreement.

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

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

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

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

Released Class Claims: All Class Members who do not submit a timely and valid request for exclusion will waive and release the Released Parties from all claims arising during the Class Period which were asserted against Defendants in the operative complaint filed in the Action or which reasonably could have been asserted against Defendants based on the factual allegations stated in the operative complaint filed in the Action, including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief.

Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, and the State of California are all claims under PAGA arising during the PAGA Period (a) which were asserted against Defendant in Plaintiff's PAGA Notice and/or the operative complaint filed in the Action or (b) which reasonably could have been asserted against Defendants based on the factual allegations stated in Plaintiff's PAGA Notice and/or the operative complaint filed in the Action. Unlike the class claims, Aggrieved Employees cannot opt out of releasing the PAGA claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE CLASS SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 60 days after this Class Notice is mailed. Be sure to include your name, address, email address, and telephone number, and any other information you think would be helpful to the Settlement Administrator to identify you. You can send your request for exclusion to the Settlement Administrator at:

Phoenix Class Action Administration Solutions
Inland Staffing, Inc., et al. Settlement
 Phoenix Settlement Administrators
 P.O. Box 7208, Orange, CA 92863
 Telephone: (800) 523-5773
 Facsimile: (949) 209-2503
 Email: info@phoenixclassaction.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you were employed by Defendant Inland Staffing, Inc. and worked for either Defendant in California during the PAGA Period. If you ask to be excluded, you may be able to sue (or continue to sue) Defendants in the future for the claims alleged in this Action, except the Released PAGA Claims.

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

Only if you are an Aggrieved Employee. Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement, so they will receive their portion of the PAGA Penalties even if they exclude themselves from the rest of the Settlement. However, if you timely exclude yourself from the Settlement, you will not receive any of the Net Settlement Amount and you will retain the right to pursue your own legal action against Defendant for violations other than the Released PAGA Claims described above, if you desire.

14. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to **\$75,000.00** (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to **\$25,000.00** in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Jasper Martinez in the amount of up to **\$10,000.00** in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Participating Class Member and you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection postmarked no later than 60 days after this Class Notice is mailed. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed, emailed, or faxed to the Settlement Administrator and postmarked on or before July 20, 2026, at the following address:

Phoenix Class Action Administration Solutions
Inland Staffing, Inc., et al. Settlement
 Phoenix Settlement Administrators
 P.O. Box 7208, Orange, CA 92863
 Telephone: (800) 523-5773
 Facsimile: (949) 209-2503
 Email: info@phoenixclassaction.com

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

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

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Final Approval Hearing at 9:00 a.m. on September 23, 2026, in Department R-14 of the San Bernardino County Superior Court (Rancho Cucamonga Courthouse) located at 8303 Haven Avenue, Rancho Cucamonga, CA 91730, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

18. DO I HAVE TO COME TO THE HEARING?

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

IF YOU DO NOTHING

19. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendants about the Released Class Claims and Released PAGA Claims.

GETTING MORE INFORMATION**20. HOW DO I GET MORE INFORMATION?**

You may contact Class Counsel or the Settlement Administrator for more information. Class Counsel may be contacted at the contact information listed above in Section 3. The Court-appointed Settlement Administrator, Phoenix Class Action Administration Solutions, may be contacted by calling toll free 1-(800) 523-5773, or you can write to the Administrator at the following address:

Phoenix Class Action Administration Solutions

Inland Staffing, Inc., et al. Settlement

Phoenix Settlement Administrators

P.O. Box 7208, Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

Email: info@phoenixclassaction.com

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

Jasper Martínez contra Inland Staffing, Inc., y otros

Tribunal Superior del Condado de San Bernardino, N.º de caso CIVSB2428153

El Tribunal Superior del Condado de San Bernardino ha autorizado este aviso.

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¡Léalo con atención! No se le está Demandando.

Es posible que tenga derecho a recibir una indemnización en el marco de una Demanda colectiva y de acción representativa (“Demanda”) contra Inland Staffing, Inc. y 3 Way Thrift Store, Inc. (“Demandados”) por presuntas infracciones en materia de salarios y horarios. La Demanda fue presentada por un antiguo empleado, Jasper Martínez (“Demandante”), y solicita (1) el pago de salarios y otras indemnizaciones para una Clase de empleados no exentos o remunerados por horas de la Demandada Inland Staffing, Inc. que realizaron trabajos para los Demandados, o cualquiera de ellos, durante el Período de la Demanda Colectiva (del 16 de septiembre de 2020 al 6 de septiembre de 2025) (“Miembros de la Demanda colectiva”); y (2) sanciones civiles en virtud de la Ley General de Abogados Privados de California (“PAGA”) para todos los empleados no exentos o remunerados por horas de la Demandada Inland Staffing, Inc. que prestaron servicios a los Demandados, o a cualquiera de ellos, durante el “período PAGA” (del 20 de junio de 2023 al 6 de septiembre de 2025) (“empleados perjudicados”).

El Acuerdo propuesto consta de dos partes principales: (1) un Acuerdo Colectivo que exige a la Demandada Inland Staffing, Inc. financiar los Pagos Individuales de la Clase a los Miembros de la Clase, y (2) un Acuerdo PAGA que exige a la Demandada Inland Staffing, Inc. financiar los Pagos PAGA Individuales y abonar las sanciones PAGA a la Agencia de Trabajo y Desarrollo Laboral de California (“LWDA”) y a los empleados perjudicados.

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

Las estimaciones anteriores se basan en los registros de los Demandados, que indican que **trabajó «Total_Weeks» Semanas Laborales durante el periodo de la Demanda colectiva y que trabajó «PAGA_Work_Weeks» periodos de pago durante el periodo PAGA**. El número de Semanas Laborales que se le atribuyen será calculado por el administrador del Acuerdo utilizando los registros de los Demandados. Si cree que trabajó más durante cualquiera de los dos periodos, puede presentar una impugnación antes de la fecha límite.

El Tribunal ya ha aprobado de forma preliminar el Acuerdo propuesto y ha aprobado este Aviso. El Tribunal aún no ha decidido si concederá la aprobación definitiva del Acuerdo. Sus derechos legales se ven afectados tanto si actúa como si no lo hace. **LEA ESTE AVISO CON ATENCIÓN**. Se considerará que lo ha leído y comprendido. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará al Demandante y a los abogados del Demandante (“Abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que obligue a los Demandados a realizar los pagos previstos en el Acuerdo y que exija a los Miembros de la Clase y a los empleados perjudicados que renuncien a su derecho a presentar determinadas reclamaciones contra los Demandados.

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO	
NO HACER NADA	Recibirá dinero. Renunciará a los derechos de Demandar a los Demandados por las reclamaciones exoneradas en el Acuerdo.
EXCLUIRSE	No recibirá dinero del Acuerdo Colectivo. Conservará el derecho a interponer sus propias reclamaciones legales contra los Demandados. Sin embargo, aunque se excluya del Acuerdo Colectivo, seguirá recibiendo una parte del Acuerdo PAGA y quedará vinculado por él si trabajó durante el periodo PAGA.
OPONERSE	Puede escribir al Tribunal explicando por qué se opone al Acuerdo. Si el Acuerdo recibe la aprobación definitiva, recibirá dinero y renunciará a su derecho a Demandar a los Demandados por las Reclamaciones Exoneradas en el Acuerdo.
OBJETAR SU NÚMERO DE SEMANAS LABORALES Y/O PERÍODOS DE PAGO	Puede impugnar el número de Semanas Laborales o periodos de pago que figuran en este aviso y aportar pruebas que lo respalden. Si impugna sus Semanas Laborales o periodos de pago, seguirá formando parte del Acuerdo y renunciará a su derecho a Demandar a los Demandados por las Reclamaciones Exoneradas.

INFORMACIÓN BÁSICA

1. ¿POR QUÉ RECIBO ESTE AVISO?

Los registros de los Demandados indican que usted trabajó para Inland Staffing, Inc. y/o 3 Way Thrift Store, Inc. en California en algún momento entre el 16 de septiembre de 2020 y el 6 de septiembre de 2025, por lo que forma parte de la Demanda Colectiva a efectos de este Acuerdo.

Ha recibido esta Notificación porque tiene derecho a conocer el Acuerdo propuesto para la Demanda, así como todas sus opciones, antes de que el Tribunal decida si aprueba definitivamente el Acuerdo. El Acuerdo resolverá todas las reclamaciones de los Miembros de la Clase, que se describen a continuación, durante el Período de la Demanda Colectiva. El Acuerdo también resolverá las reclamaciones por sanciones civiles interpuestas en virtud de la Ley General de Abogados Privados de California (“PAGA”). Si es usted miembro de la Clase, también es un “empleado perjudicado” si trabajó para el Demandado Inland Staffing, Inc. durante el “Período PAGA”, que abarca desde el 20 de junio de 2023 hasta el 6 de septiembre de 2025.

Si el Tribunal concede la Aprobación Definitiva al Acuerdo, un administrador del Acuerdo designado por el Tribunal efectuará los pagos previstos en el Acuerdo a los Miembros de la Clase. Se le recomienda que mantenga siempre su dirección actualizada ante el Administrador del Acuerdo (la información de contacto del Administrador del Acuerdo se encuentra en la Sección 12, más abajo).

Este paquete de notificación explica las alegaciones y los antecedentes relativos a la Demanda, el Acuerdo, sus derechos legales, qué beneficios están disponibles, quién tiene derecho a ellos y cómo recibirlos.

El tribunal encargado del procedimiento es el Tribunal Superior del Condado de San Bernardino. El caso se titula *Jasper Martínez contra Inland Staffing, Inc., y otros. Tribunal Superior del Condado de San Bernardino, n.º de expediente CIVSB2428153*. La persona que ha presentado la Demanda, Jasper Martínez, es el Demandante, y las empresas Demandadas, Inland Staffing, Inc. y 3 Way Thrift Store, Inc., son las Demandadas.

2. ¿EN QUÉ CONSISTE LA DEMANDA?

El Demandante alega en la Demanda infracciones en materia de salarios y horarios contra los Demandados por: (1) no haber pagado el salario mínimo ni el salario por horas normales; (2) no haber pagado las horas extras; (3) no haber concedido descansos para comer ni pagado las primas correspondientes; (4) no haber concedido descansos ni pagado las primas correspondientes; (5) no haber abonado puntualmente el salario final al término de la relación laboral; (6) no haber facilitado nóminas detalladas y precisas; (7) no haber abonado la remuneración por la hora de presentación; (8) no haber reembolsado a los empleados todos los gastos profesionales necesarios; (9) la infracción de la Ley de Competencia Desleal de California, sección 17200 y siguientes del Código de Negocios y Profesiones de California; y (10) sanciones civiles en virtud de la Ley PAGA basadas en las presuntas infracciones del Código Laboral de California enumeradas anteriormente (las “Reclamaciones”). Los Demandados niegan las reclamaciones del Demandante y niegan haber cometido ninguna irregularidad.

3. ¿QUIÉNES SON LOS ABOGADOS DE LA CLASE?

Abogados de la Clase y de los empleados perjudicados (“Abogados de la Clase”)

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

En una Demanda colectiva laboral, una o varias personas denominadas “representantes de la Demanda Colectiva” (en este caso, el Demandante) interponen una Demanda en nombre de todos los trabajadores que, según sostienen, tienen reclamaciones similares. Todos estos trabajadores constituyen un colectivo o “Miembros de la Clase”. Interponer una sola Demanda, en lugar de muchas Demandas individuales, ahorra dinero, tiempo y recursos judiciales. El tribunal resuelve las cuestiones para todos los Miembros de la Clase, salvo aquellos que decidan excluirse del mismo.

4. ¿POR QUÉ SE HA LLEGADO A UN ACUERDO?

El tribunal no se pronunció a favor del Demandante ni de los Demandados sobre el fondo de las reclamaciones alegadas en la Demanda. El Demandante cree que ganaría en un juicio. Los Demandados consideran que la Demanda del Demandante no llegaría a juicio y/o que el Demandante no ganaría en un juicio. Sin embargo, no ha habido juicio. En su lugar, reconociendo el riesgo al que se enfrentan ambas partes si el caso siguiera adelante, las partes han acordado un Acuerdo negociado. De este modo, todas las partes evitan el coste de preparar y celebrar un juicio, el riesgo de perder el derecho a un juicio, y los trabajadores afectados por las presuntas infracciones reciben una indemnización. El Acuerdo representa un compromiso y un Acuerdo sobre reclamaciones muy controvertidas. El Demandante, así como los abogados de la Demanda colectiva, consideran que el Acuerdo es justo y razonable y redunda en el mejor interés de todos los miembros de la Demanda colectiva.

¿A QUIÉN AFECTA EL ACUERDO?

5. ¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

Si ha recibido esta notificación, usted es Miembro de la Clase a efectos del Acuerdo. El colectivo incluye a todas las personas que realizaron trabajos para los Demandados, o cualquiera de ellos, como empleados remunerados por horas o no exentos de la empresa Demandada Inland Staffing, Inc. durante el periodo de la Demanda Colectiva, incluidos los empleados actuales y antiguos.

6. ¿EXISTEN EXCEPCIONES PARA SER INCLUIDO?

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

VENTAJAS DEL ACUERDO: LO QUE USTED OBTENDRÁ

7. ¿QUÉ PREVÉ EL ACUERDO?

Los Demandados han acordado pagar colectivamente un importe bruto del Acuerdo (“Importe bruto del Acuerdo” o “GSA”) de hasta \$225,000.00 para resolver la Demanda. Con cargo al GSA, los abogados de la Demanda colectiva solicitarán al tribunal unos honorarios de hasta un tercio (1/3) del GSA, que actualmente se estiman en un total de \$75,000.00, así como el reembolso de los gastos razonables, que no superarán los \$25,000.00; un pago por servicios del representante de la Demanda colectiva de hasta \$10,000.00 al Demandante (por el trabajo y los esfuerzos del Demandante en la tramitación de este caso y por la exención general más amplia del Demandante); un pago de sanciones PAGA de \$11,250.00 para resolver las reclamaciones PAGA (“sanciones PAGA”); y los gastos de administración del Acuerdo por un importe que no excederá los \$20,000.00. El importe exacto de los honorarios y gastos procesales de los abogados de la Demanda colectiva, el pago por servicios del representante de la Demanda colectiva y los gastos de administración serán determinados por el Tribunal en la Audiencia de Aprobación Definitiva. La parte restante del importe del Acuerdo es el “Importe neto del Acuerdo” o “NSA”. El NSA se repartirá y pagará en forma de Pagos Individuales de la Clase a los miembros de la Clase del Acuerdo, que son aquellos miembros de la Clase que no solicitan ser excluidos (“optar por no participar”) del Acuerdo.

Pago de sanciones en virtud de la Ley PAGA: Como parte de la parte del Acuerdo correspondiente a la Ley PAGA, las Partes solicitarán al Tribunal que apruebe un pago de sanciones en virtud de la Ley PAGA por valor de \$11,250.00 para la resolución de las reclamaciones de sanciones civiles en virtud de la Ley PAGA. Tal y como exige la Ley PAGA, el 65 % del pago de sanciones en virtud de la Ley PAGA, es decir, \$7,312.50, se abonará a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California. El 35 % restante del pago de las sanciones PAGA, es decir, \$3,937.50, se distribuirá entre los empleados perjudicados en forma de pagos PAGA Individuales.

8. ¿A CUÁNTO ASCENDERÁ MI PAGO?

En la primera página de este Aviso figura una estimación de su Pago Individual de la Clase. Si usted también es un empleado perjudicado, en la primera página de este Aviso también aparecerá una estimación de su Pago PAGA Individual.

Pago Individual de la Clase: Su pago individual de la Clase se basa en el número de Semanas Laborales que trabajó, tal y como figura en los registros de los Demandados, en comparación con el número total de Semanas Laborales trabajadas por todos los miembros de la Clase durante el periodo de la Clase (del 16 de septiembre de 2020 al 6 de septiembre de 2025). El ochenta por ciento (80 %) del Pago Individual de la Clase de cada Miembro de la Clase se considerará un pago en concepto de Acuerdo con las supuestas reclamaciones por sanciones e intereses y será declarado en un formulario 1099 por el administrador del Acuerdo, mientras que el veinte por ciento (20 %) del Pago Individual de la Clase de cada Miembro de la Clase se considerará un pago en concepto de Acuerdo con las supuestas reclamaciones por salarios impagados. El 20 % asignado como salarios impagados se reducirá en función de las retenciones y deducciones fiscales aplicables sobre la nómina y se declarará en un formulario W-2.

Pago PAGA Individual: Si usted realizó trabajos para los Demandados, o cualquiera de ellos, como empleado no exento de la Demandada Inland Staffing, Inc., en California durante el periodo de la Ley PAGA a cambio de una remuneración, usted también es un

“empleado perjudicado” y recibirá un pago PAGA Individual además de su Pago Individual de la Clase. Los pagos PAGA individuales se basan en el número de períodos de pago PAGA trabajados por cada empleado perjudicado en comparación con el importe total de los períodos de pago PAGA trabajados por todos los empleados perjudicados durante el período de la Ley PAGA. El cien por cien (100 %) del Pago PAGA Individual de cada empleado perjudicado se considerará como sanciones y no se verá reducido por retenciones ni deducciones de impuestos sobre la nómina. El administrador del Acuerdo informará del Pago PAGA Individual en un formulario 1099 del IRS. En la primera página de este aviso figura una estimación de su Pago PAGA Individual previsto.

En el caso de los Miembros de la Clase que también sean empleados perjudicados, su Pago Individual de la Clase se combinará con su Pago PAGA Individual, y recibirán un único cheque por los pagos combinados. Si un Miembro de la Clase decide excluirse del Acuerdo, seguirá recibiendo un pago PAGA Individual, ya que los empleados perjudicados no pueden excluirse de la parte del Acuerdo correspondiente a la Ley PAGA.

CÓMO RECIBIRÁ EL PAGO

9. ¿CÓMO RECIBO EL PAGO?

No es necesario que haga nada para recibir un pago. Sin embargo, si cree que el número de Semanas Laborales o de períodos de pago PAGA que ha trabajado es incorrecto, por favor corríjalo y facilite cualquier prueba justificativa al Administrador del Acuerdo, cuya información de contacto figura en la Sección 12 más abajo.

10. ¿CUÁNDO RECIBIRÉ MI PAGO?

El Tribunal celebrará una audiencia de aprobación definitiva el 23 de septiembre de 2026 para decidir si aprueba el Acuerdo. Si el juez aprueba el Acuerdo y alguien presenta una objeción, podrían interponerse recursos de apelación. Nunca se sabe con certeza cuándo podrán resolverse estas objeciones y apelaciones, y su resolución puede llevar tiempo. Si no hay objeciones, la fecha de entrada en vigor del Acuerdo será la fecha de dictado de la resolución judicial por la que se concede la aprobación definitiva.

Tras la Fecha de Entrada en Vigor y una vez que la aprobación del Acuerdo por parte del Tribunal sea definitiva, incluida la resolución de cualquier recurso, los Pagos Individuales de la Clase y los Pagos PAGA Individuales se enviarán por correo a los Miembros Participantes de la Clase y a los Empleados Agraviados una vez que el Acuerdo cuente con la financiación completa, lo cual no ocurrirá hasta aproximadamente 30 días después de la fecha en que el Tribunal dicte sentencia sobre su auto por el que se concede la aprobación definitiva del Acuerdo y la sentencia sea firme, de conformidad con los términos del Acuerdo de conciliación.

Los cheques del Acuerdo deben cobrarse sin demora tras su recepción. Los fondos de los cheques que permanezcan sin cobrar transcurridos 180 días desde la fecha de emisión se remitirán al Fondo de Bienes No Reclamados del Estado de California a nombre de cada Miembro Participante de la Clase y/o empleado perjudicado que no haya cobrado su cheque del Acuerdo. Si pierde o extravía su cheque del Acuerdo, debe ponerse en contacto con el administrador del Acuerdo inmediatamente para solicitar un duplicado. Puede buscar bienes no reclamados en el sitio web del Estado en: https://www.sco.ca.gov/search_upd.html

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

11. ¿A QUÉ RENUNCIO PARA RECIBIR UN PAGO?

Si el Tribunal aprueba este Acuerdo y a menos que usted se excluya, pasará a ser un Miembro Participante de la Clase, lo que significa que no podrá Demandar, continuar con una Demanda ni formar parte de ninguna otra Demanda contra los Demandados en relación con las reclamaciones legales que se resuelven en este Acuerdo. En concreto, usted renunciará o “exonerará” las Reclamaciones Exoneradas que se describen a continuación contra los Demandados y los directivos, consejeros, empleados y agentes de los Demandados (“Partes Exoneradas”). Las exenciones entrarán en vigor una vez que los Demandados hayan financiado íntegramente el GSA.

Reclamaciones Exoneradas: Todos los Miembros de la Clase que no presenten una solicitud de exclusión válida y dentro del plazo establecido renunciarán y eximirán a las Partes exoneradas de todas las reclamaciones surgidas durante el Período de la Clase que se hayan hecho valer contra los Demandados en la Demanda principal presentada en la Demanda o que razonablemente se hubieran podido hacer valer contra los Demandados basándose en las alegaciones fácticas expuestas en la Demanda principal presentada en la Demanda, incluyendo todos los daños y perjuicios, sanciones, intereses y otras cantidades recuperables en virtud de dichas reclamaciones, causas de acción o teorías jurídicas de reparación.

Reclamaciones PAGA exoneradas: Las reclamaciones exoneradas por los Empleados Perjudicados, incluidos los Miembros No Participantes de la Clase que sean Empleados Perjudicados, y el Estado de California son todas las reclamaciones en virtud de la Ley PAGA surgidas durante el Período de la Ley PAGA (a) que se hicieron valer contra el Demandado en la Notificación PAGA del Demandante y/o en la Demanda principal presentada en la Demanda o (b) que razonablemente podrían haberse hecho valer contra los Demandados basándose en las alegaciones fácticas expuestas en la Notificación PAGA del Demandante y/o en la Demanda principal presentada en la Demanda. A diferencia de las reclamaciones colectivas, los Empleados Agraviados no pueden optar por no renunciar a las reclamaciones PAGA.

EXCLUIRSE DEL ACUERDO

¿TIENE ALGUNA PREGUNTA? LLAME AL 1-(800) 523-5773 (LLAMADA GRATUITA)

12. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO COLECTIVO?

Para excluirse del Acuerdo, debe enviar al Administrador del Acuerdo una solicitud de exclusión por escrito y firmada, cuyo matasellos no debe ser posterior a los 60 días siguientes al envío por correo de la presente Notificación a la Clase. Asegúrese de incluir su nombre, dirección, dirección de correo electrónico y número de teléfono, así como cualquier otra información que considere útil para que el Administrador del Acuerdo pueda identificarle. Puede enviar su solicitud de exclusión al Administrador del Acuerdo a la siguiente dirección:

Phoenix Class Action Administration Solutions
Inland Staffing, Inc., et al. Acuerdo
 Phoenix Settlement Administrators
 Dirección postal: P.O. Box 7208, Orange, CA 92863
 Teléfono: (800) 523-5773
 Fax: (949) 209-2503
 Correo electrónico: info@phoenixclassaction.com

Si solicita ser excluido del Acuerdo, no estará legalmente obligado por nada de lo que ocurra en la Demanda, salvo en lo que se refiera al Acuerdo sobre la reclamación PAGA. Si solicita ser excluido del Acuerdo, no podrá oponerse al mismo y no recibirá un Pago Individual de la Clase, pero seguirá recibiendo un Pago PAGA Individual si fue empleado de la Demandada Inland Staffing, Inc. y trabajó para cualquiera de las Demandadas en California durante el Período de la Ley PAGA. Si solicita ser excluido, es posible que pueda Demandar (o continuar Demandando) a los Demandados en el futuro por las reclamaciones alegadas en esta Demanda, salvo las Reclamaciones PAGA Exoneradas.

13. SI ME EXCLUYO, ¿PUEDO RECIBIR DINERO DE ESTE ACUERDO?

Solo si es usted un empleado perjudicado. Los empleados perjudicados no pueden excluirse de la parte del Acuerdo relativa a la Ley PAGA, por lo que recibirán su parte de las sanciones PAGA incluso si se excluyen del resto del Acuerdo. Sin embargo, si se excluye del Acuerdo dentro del plazo establecido, no recibirá ninguna parte del importe neto del Acuerdo y conservará el derecho a interponer su propia acción legal contra el Demandado por infracciones distintas de las Reclamaciones Exoneradas descritas anteriormente, si así lo desea.

14. ¿CÓMO SE PAGARÁ A LOS ABOGADOS?

Los abogados de la Demanda colectiva solicitarán al Tribunal que apruebe hasta **\$75,000.00** (o un tercio del importe total del GSA) en concepto de honorarios de abogados incurridos en la investigación de los hechos, la tramitación del caso y la negociación del Acuerdo. Los abogados de la Demanda colectiva solicitarán asimismo la aprobación del Tribunal para un importe de hasta **\$25,000.00** en concepto de gastos procesales incurridos en este asunto. El Tribunal puede conceder a los abogados de la Demanda colectiva una cantidad inferior a la solicitada. Los abogados de la Demanda colectiva también solicitarán al Tribunal que apruebe un pago al Demandante Jasper Martínez por un importe de hasta **\$10,000.00**, además del Pago Individual de la Clase y del Pago PAGA Individual que le corresponden, en reconocimiento a la iniciativa, el riesgo y el tiempo y la energía que el Demandante ha dedicado al servicio de la Demanda colectiva en su calidad de representante de la misma. El Tribunal puede conceder al representante de la Demanda colectiva una cantidad inferior a la solicitada.

OPOSICIÓN AL ACUERDO

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

15. ¿CÓMO COMUNICO AL TRIBUNAL QUE ME OPONGO AL ACUERDO?

Si es usted miembro participante de la Clase y considera que el Acuerdo no es justo, puede oponerse a parte o a la totalidad del Acuerdo. Puede oponerse al Acuerdo en persona en la Audiencia de Aprobación Definitiva o puede presentar una objeción por escrito con matasellos no más tarde de 60 días después del envío por correo de este Aviso a la Clase. Las objeciones por escrito y las notificaciones de intención de comparecer en la Audiencia de Aprobación Definitiva deben enviarse por correo, correo electrónico o fax al Administrador del Acuerdo y tener matasellos de fecha igual o anterior al 20 de julio de 2026, a la siguiente dirección:

Phoenix Class Action Administration Solutions
Inland Staffing, Inc., et al. Acuerdo
 Phoenix Settlement Administrators
 Dirección postal: P.O. Box 7208, Orange, CA 92863
 Teléfono: (800) 523-5773
 Fax: (949) 209-2503
 Correo electrónico: info@phoenixclassaction.com

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

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

Objetar consiste simplemente en comunicar al Tribunal que no está de Acuerdo con algún aspecto del Acuerdo. Solo puede objetar si permanece en la Clase.

Solicitar la exclusión consiste en comunicar al Tribunal que no desea formar parte de la Clase. Si se excluye, no tendrá motivos para objetar, ya que el caso ya no le afecta y no recibirá ningún dinero de este Acuerdo. Si presenta tanto una objeción como una solicitud de exclusión del Acuerdo, prevalecerá la solicitud de exclusión y no recibirá ningún dinero de este Acuerdo.

AUDIENCIA DE IMPARCIALIDAD DEL TRIBUNAL

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

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

El tribunal celebrará una Audiencia de Aprobación Definitiva a las 9:00 a. m. del 23 de septiembre de 2026, en la Sala R-14 del Tribunal Superior del Condado de San Bernardino (Juzgado de Rancho Cucamonga), situado en 8303 Haven Avenue, Rancho Cucamonga, CA 91730, para determinar si el Acuerdo debe aprobarse definitivamente por ser justo, razonable y adecuado. Si hay objeciones, el Tribunal las considerará en ese momento. También se solicitará al Tribunal que apruebe las solicitudes de pago por servicios del representante de la Clase y los pagos de los honorarios de los abogados de la Clase y los gastos del litigio. El Tribunal podrá cambiar la fecha de esta audiencia sin previo aviso. **No es obligatorio que asista** a la Audiencia de Aprobación Definitiva, aunque cualquier miembro de la Clase puede asistir a la audiencia.

18. ¿TENGO QUE ASISTIR A LA AUDIENCIA?

No. Los abogados de la Demanda colectiva responderán a las preguntas que pueda tener el Tribunal. No obstante, puede asistir si lo desea. Si envía una objeción, no es necesario que acuda al Tribunal para hablar de ella. Siempre que haya enviado por correo su objeción por escrito al Administrador del Acuerdo a tiempo, el Tribunal la tendrá en cuenta. También puede pagar a su propio abogado para que asista, pero no es necesario.

SI NO HACE NADA**19. ¿QUÉ PASA SI NO HAGO NADA EN ABSOLUTO?**

Si no hace nada, recibirá un pago en virtud del Acuerdo y quedará vinculado por los términos del mismo, lo que significa que no podrá iniciar una Demanda, continuar con una Demanda ni formar parte de ninguna otra Demanda contra los Demandados en relación con las Reclamaciones Exoneradas y las Reclamaciones PAGA Exoneradas.

MÁS INFORMACIÓN**20. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?**

Puede ponerse en contacto con los abogados de la Demanda colectiva o con el administrador del Acuerdo para obtener más información. Puede ponerse en contacto con los abogados de la Demanda colectiva a través de la información de contacto indicada anteriormente en la sección 3. Puede ponerse en contacto con el administrador del Acuerdo designado por el tribunal, Phoenix Class Action Administration Solutions, llamando al número gratuito 1-(800) 523-5773, o puede escribir al administrador a la siguiente dirección:

Phoenix Class Action Administration Solutions

Inland Staffing, Inc., et al. Acuerdo

Phoenix Settlement Administrators

Dirección postal: P.O. Box 7208, Orange, CA 92863

Teléfono: (800) 523-5773

Fax: (949) 209-2503

Correo electrónico: info@phoenixclassaction.com

POR FAVOR, NO LLAME AL TRIBUNAL PARA SOLICITAR INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN. NO OBSTANTE, PUEDE LLAMAR A LOS ABOGADOS DE LA DEMANDA COLECTIVA O AL ADMINISTRADOR DEL ACUERDO, CUYOS DATOS FIGURAN MÁS ARRIBA.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1,988
Opt Out Rate	1%
Opt Outs Received	20
Total Class Claimants	1,968
Subtotal Admin Only	\$16,750.00

Not-to-Exceed Total \$16,750.00

For 1988 Class Members

Pricing Good for Scope of Estimate Only

December 15, 2025

Case: Inland Staffing, Inc. (Martinez) Opt-Out Admin wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Party: Coley Hayes

Firm: Wilshire Law Firm, PLC

Direct Tel: (213) 381-9988 Ext. 815

Email: coley.hayes@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 1988 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*	\$147.38	1	\$147.38
Call Center & Long Distance	\$1.95	5	\$9.75
NCOA (USPS)	\$260.00	2	\$520.00
			54.00
		Total	\$1,177.13

* 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	1,988	\$994.00
Notice Packet & Opt-Out Form	\$1.25	1,988	\$2,485.00
Estimated Postage (up to 2 oz.)*	\$0.74	1,988	\$1,471.12
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
		Total	\$6,575.12

* 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	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	199	\$198.80
Remail Notice Packets	\$1.25	199	\$248.50
Estimated Postage	\$0.74	199	\$147.11
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$909.41

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	1	\$135.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$700.00

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	\$125.00	1	\$125.00
QSF Bank Account & EIN	\$75.00	2	\$150.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$1.00	1,968	\$1,968.12
Estimated Postage	\$0.74	1,968	\$1,456.41
Total			\$4,449.53

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	49	\$73.80
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$95.00	3	\$285.00
Conclusion Reports	\$110.00	2	\$220.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,400.00	1	\$1,400.00
Total			\$2,938.80

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

Estimate Total: \$16,750.00



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.