Karen I. Gold (State Bar No. 258360)
kgold@blackstonepe.com
Marissa A. Mayhood (State Bar No. 334376)
mmayhood@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Lizeth Marin (State Bar No. 360465)
lmarin@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiffs Keath Fears and Anthony Childs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

KEATH FEARS & ANTHONY CHILDS, individually, and on behalf of other similarly situated employees,

Plaintiffs,

vs.

CROWN TECHNICAL SYSTEMS; and DOES 1 through 25, inclusive,

Defendants.

Case No.: CIVSB2423402

Honorable David E. Driscoll
Department S22

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

Date:	November 5, 2026
Time:	8:30 a.m.
Dept.:	S22
Complaint Filed:	July 19, 2024
FAC Filed:	January 28, 2025
Trial Date:	Not Set

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 *Fears v. Crown Technical Systems* (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 Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from July 19, 2020 to April 1, 2025 ("Class Period") and the number of pay periods that each PAGA Employee worked during the time period from July 16, 2023 to April 1, 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 ("Notices of Objection"), and/or disputes regarding the number of Workweeks and/or Pay Periods submitted by Class Members and PAGA Employees ("Disputes"); (v) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to PAGA Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Payments to both 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 June 17, 2026, Class Counsel provided Phoenix with the Court-approved content for the Class Notice. Phoenix then generated a draft of the formatted Class Notice, which received approval from the Parties' counsel before being mailed.

4. On July 1, 2026, Phoenix received a data file from Defendant's counsel that contained the Class Members' full names, last known mailing addresses, Social Security numbers, dates worked for Defendant during the Class Period, and such other information as is necessary for Phoenix to calculate Workweeks and Pay Periods ("Class List"). The final Class List contained seven hundred ninety-nine (799) individuals identified as Class Members who worked 44,010 Workweeks and four hundred twenty-eight (428) individuals identified as PAGA Employees who worked 9,605 Pay Periods.

5. On July 16, 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. To the extent that no updated address was found in the NCOA database, the original address provided by Defendant's counsel was used for the mailing of the Class Notice.

6. On July 16, 2026, Phoenix mailed the Class Notice via U.S. first class mail, in English and Spanish, to all seven hundred ninety-nine (799) Class Members on the Class List. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

7. As of the date of this declaration, zero (0) Class Notices have been returned to Phoenix as undeliverable.

8. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion. The Response Deadline was August 31, 2026.

9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection. The Response Deadline was August 31, 2026.

10. As of the date of this declaration, Phoenix has received zero (0) Disputes. The Response Deadline was August 31, 2026.

11. There are seven hundred ninety-nine (799) 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 forty-

four thousand ten (44,010) Workweeks during the Class Period. Each Workweek is currently valued at approximately $11.57.

12. The Escalator Clause of the Settlement Agreement provides that, if the total number of Workweeks worked by Class Members during the Class Period exceeds 43,791 by more than 10% (i.e., if the total number of Workweeks exceeds 48,170), the Gross Settlement Amount will be increased on a pro rata basis by the percentage increase in the number of Workweeks above the 10% threshold. The total number of Workweeks worked by the Class Members was forty-four thousand ten (44,010). Because 44,010 does not exceed 48,170, the Escalator Clause was not triggered.

13. The Net Settlement Amount of $509,375.00 available for distribution to Settlement Class Members was calculated by deducting from the Gross Settlement Amount of $937,500.00 the requested Class Counsel attorneys' fees of $328,125.00, Class Counsel's maximum litigation costs of $30,000.00, the requested enhancement payments of $7,500.00 to each of the two Class Representatives ($15,000.00 total), the PAGA Amount of $45,000.00, and the requested Settlement Administration Costs of $10,000.00.

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $2,800.93, the lowest Individual Settlement Share to be paid is approximately $11.57, while the average Individual Settlement Share to be paid is approximately $637.52. 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, $45,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 65%, or $29,250.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%, or $15,750.00, of which shall be paid to the PAGA Employees. There are four hundred twenty-eight (428) PAGA Employees who worked a total of nine thousand six hundred five (9,605) Pay Periods

during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $75.43, the lowest Individual PAGA Payment to be paid is approximately $1.64, while the average Individual PAGA Payment to be paid is approximately $36.80.

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 $10,000.00. 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 on October 12, 2026, at Orange, California.

Mayra Gonzalez

Mayra Gonzalez

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Keath Fears and Anthony Childs v. Crown Technical Systems

Superior Court of California for the County of San Bernardino, Case No. CIVSB2423402 ("Class Action")

Keath Fears v. Crown Technical Systems

Superior Court of California for the County of San Bernardino, Case No. CIVSB2429208 ("PAGA Action")

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Keath Fears and Anthony Childs (together ,"Plaintiffs") and Defendant Crown Technical Systems ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases above, which may affect your legal rights. On June 18, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on November 5, 2026, at 8:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

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

"**Class Period**" means the period from July 19, 2020 through April 1, 2025.

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

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

"**PAGA Period**" means the period from July 16, 2023 through April 1, 2025.

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

II. BACKGROUND OF THE ACTIONS

On July 16, 2024, Plaintiff Fears provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff Fears contends were violated ("PAGA Letter"). On July 19, 2024, Plaintiff Fears commenced a putative class action lawsuit by filing a Class Action Complaint in the Class Action. On September 25, 2024, Plaintiff Fears commenced a representative action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA") against Defendant by filing a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("Operative PAGA Complaint") in the PAGA Action. On January 28, 2025, Plaintiffs filed a First Amended Class Action Complaint ("Operative Class Complaint") in the Class Action. On April 28, 2025, the Court deemed the Class Action and PAGA Action (together, "Actions") related, with the Class Action being designated at the lead case.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On June 18, 2026, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Keath Fears and Anthony Childs as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Alexandra Rose
Lizeth Marin
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Nine Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($937,500.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $328,125.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) each to Plaintiffs (total, $15,000.00) for their services in the Actions; (3) the amount of Forty-Five Thousand Dollars and Zero Cents ($45,00.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 65% ($29,250.00) ("LWDA Payment") and the remaining 35% ($15,750.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From July 19, 2020 through April 1, 2025 (i.e., the Class Period), you are credited as having worked «Total_Weeks» Workweeks.**
- **From July 16, 2023 through April 1, 2025 (i.e., the PAGA Period), you are credited as having worked «PAGA_Pay_Periods» Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Class Action (*Keath Fears and Anthony Childs v. Crown Technical Systems*, Case No. CIVSB2423402); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before August 31, 2026.**

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be «ESA_Before_Paga». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be «PAGA_Amount» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Class Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq*.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative PAGA Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

"Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five (35%) of the Gross Settlement Amount (i.e., $328,125.00)

and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) each ("Enhancement Payments") (total, $15,000.00)), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to any other payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

Phoenix Settlement Administrator
P.O. Box 7208
Orange, CA 92863

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*Keath Fears and Anthony Childs v. Crown Technical Systems*, Case No. CIVSB2423402); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before August 31, 2026.**

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Class Action (*Keath Fears and Anthony Childs v. Crown Technical Systems*, Case No. CIVSB2423402); (b) contain your full name, signature, address, telephone number, and the last four (4)

digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before August 31, 2026**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S22 of the San Bernardino County Superior Court, located at 247 W 3rd Street, San Bernardino, California 92415, on November 5, 2026, at 8:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions for a fee by visiting the civil clerk's office, located at 247 West 3rd Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: https://cap.sb-court.org/, clicking "Search" at the top of the screen, clicking "CASE INFORMATION" from the drop down, and typing in the Case Numbers CIVSB2423402 and CIVSB2429208.

You may also visit the Settlement Administrator's website at fears-v-crown-technical-systems.phoenixcases.com for key documents in the Actions.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Keath Fears y Anthony Childs c. Crown Technical Systems

Tribunal Superior de California para el Condado de San Bernardino, Caso No. CIVSB2423402 ("Demanda Colectiva")

Keath Fears c. Crown Technical Systems

Tribunal Superior de California para el Condado de San Bernardino, Caso No. CIVSB2429208 ("Demanda PAGA")

POR FAVOR, LEA ESTE AVISO DE DEMANDA COLECTIVA DETENIDAMENTE.

Usted ha recibido este Aviso de Demanda Colectiva porque los registros de la Demandada indican que usted podría ser elegible para participar en el Acuerdo de Demanda colectiva alcanzado en el caso arriba referenciado.

Usted no necesita tomar ninguna acción para recibir un pago de Acuerdo.

Este Aviso de Demanda Colectiva tiene como propósito informarle de sus derechos y opciones con respecto al Acuerdo, y cómo usted puede solicitar ser excluido del Acuerdo de Demanda Colectiva, oponerse al Acuerdo de Demanda Colectiva, y/o disputar el número de Semanas Trabajadas y/o Períodos de Pago que se le han acreditado, si así lo decide.

SE LE NOTIFICA QUE: Se ha alcanzado un Acuerdo de Demanda colectiva y representativa entre los Demandantes Keath Fears y Anthony Childs (conjuntamente, "Demandantes") y la Demandada Crown Technical Systems ("Demandada") (los Demandantes y la Demandada se denominan colectivamente las "Partes") en los casos arriba mencionados, lo cual podría afectar sus derechos legales. El 18 de junio de 2026, el Tribunal otorgó la aprobación preliminar del Acuerdo y programó una audiencia para el 5 de noviembre de 2026, a las 8:30 a.m. ("Audiencia de Aprobación Final") para determinar si el Tribunal debe otorgar o no la aprobación final del Acuerdo.

I. DEFINICIONES IMPORTANTES

"**Clase**" o "**Miembro(s) de la Clase**" significa todos los empleados actuales y anteriores remunerados por hora y/o no exentos que trabajaron para la Demandada en el Estado de California en cualquier momento durante el Período de la Clase.

"**Período de la Clase**" significa el período desde el 19 de julio de 2020 hasta el 1 de abril de 2025.

"**Acuerdo de Demanda Colectiva**" significa el Acuerdo y la resolución de todos los Reclamos de la Clase Liberados.

"**Empleado(s) PAGA**" significa todos los empleados actuales y anteriores remunerados por hora y/o no exentos que trabajaron para la Demandada en el Estado de California en cualquier momento durante el Período PAGA.

"**Período PAGA**" significa el período desde el 16 de julio de 2023 hasta el 1 de abril de 2025.

"**Acuerdo PAGA**" significa el Acuerdo y la resolución de todos los Reclamos PAGA Liberados.

II. ANTECEDENTES DE LAS ACCIONES

El 16 de julio de 2024, el Demandante Fears proporcionó aviso por escrito a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA", por sus siglas en inglés) y a la Demandada sobre las disposiciones específicas del Código Laboral de California que el Demandante Fears sostiene que fueron violadas ("Carta PAGA"). El 19 de julio de 2024, el Demandante Fears inició una Demanda colectiva putativa al presentar una Demanda Colectiva en la Demanda Colectiva. El 25 de septiembre de 2024, el Demandante Fears inició una acción representativa bajo la Ley de Procuradores Generales Privados de 2004 conforme al Código Laboral de California Sección 2698, *y siguientes* ("PAGA") contra la Demandada al presentar una Demanda de Acción de Cumplimiento Bajo la Ley de Procuradores Generales Privados, Código Laboral de California §§ 2698 *y siguientes* ("Demanda PAGA Operativa") en la Acción PAGA. El 28 de enero de 2025, los Demandantes presentaron una Primera Demanda Colectiva Enmendada ("Demanda Colectiva Operativa") en la Demanda Colectiva. El 28 de abril de 2025, el Tribunal determinó que la Demanda Colectiva y la Acción PAGA (conjuntamente, "Acciones") están relacionadas, designando a la Demanda Colectiva como el caso principal.

Los Demandantes sostienen que la Demandada no pagó adecuadamente los salarios mínimos y de horas extras, no proporcionó descansos para comer y descansar conforme a la ley ni sus primas asociadas, no pagó oportunamente los salarios durante el empleo y al término del empleo ni sus correspondientes sanciones por tiempo de espera, no proporcionó declaraciones de salarios precisas, y no reembolsó los gastos comerciales, y que por ello incurrió en prácticas comerciales desleales en violación de la sección 17200 del Código de Negocios y Profesiones de California, *y siguientes*, y conducta que da lugar a sanciones bajo PAGA. Los Demandantes buscan, entre otras cosas, la recuperación de salarios no pagados y primas de períodos de comida y descanso, gastos comerciales no reembolsados, restitución, sanciones, intereses, y honorarios y costos de abogados.

La Demandada niega todas las alegaciones en las Acciones o que haya violado ley alguna.

Las Partes participaron en una mediación con un respetado mediador de Demandas colectivas, y como resultado, las Partes alcanzaron un Acuerdo. Desde entonces, las Partes han suscrito una Estipulación Conjunta de Acuerdo de Demanda Colectiva y PAGA ("Acuerdo" o "Convenio de Acuerdo").

El 18 de junio de 2026, el Tribunal emitió una orden aprobando preliminarmente el Acuerdo. El Tribunal ha designado a Phoenix Settlement Administrators como el administrador del Acuerdo ("Administrador del Acuerdo"), a los Demandantes Keath Fears y Anthony Childs como representantes de la Clase ("Representantes de la Clase"), y a los siguientes abogados de los Demandantes como abogados de la Clase ("Abogados de la Clase"):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Alexandra Rose
Lizeth Marin
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Si usted es Miembro de la Clase, no necesita tomar ninguna acción para recibir un Pago de Acuerdo Individual, pero tiene la oportunidad de solicitar la exclusión del Acuerdo de Demanda Colectiva (en cuyo caso no recibirá un Pago de Acuerdo Individual), oponerse al Acuerdo de Demanda Colectiva, y/o disputar las Semanas Trabajadas y/o Períodos de Pago acreditados a usted, si así lo decide, como se explica más detalladamente en las Secciones III y IV a continuación. Si usted es Empleado PAGA, no necesita tomar ninguna acción para recibir un Pago PAGA Individual; no tendrá la oportunidad de oponerse o solicitar la exclusión del Acuerdo PAGA y todos los Empleados PAGA quedarán vinculados al Acuerdo PAGA si el Tribunal otorga la aprobación final del Acuerdo.

El Acuerdo representa un compromiso y la resolución de reclamos altamente disputados. Nada en el Acuerdo tiene la intención ni se interpretará como una admisión por parte de la Demandada de que los reclamos en las Acciones tienen mérito o de que la Demandada tiene responsabilidad alguna ante los Demandantes, los Miembros de la Clase, o los Empleados PAGA. Los Demandantes y la Demandada, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres de continuar el litigio para cada parte, el Acuerdo es justo, razonable, y adecuado, y es en el mejor interés de los Miembros de la Clase, el Estado de California, y los Empleados PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto bruto total del Acuerdo es Novecientos Treinta y Siete Mil Quinientos Dólares con Cero Centavos ($937,500.00) (el "Monto Bruto del Acuerdo"). La porción del Monto Bruto del Acuerdo que está disponible para pago a los Miembros de la Clase se denomina el "Monto Neto del Acuerdo". El Monto Neto del Acuerdo será el Monto Bruto del Acuerdo menos los siguientes pagos, los cuales están sujetos a la aprobación del Tribunal: (1) honorarios de abogados, en un monto que no exceda el treinta y cinco por ciento (35%) del Monto Bruto del Acuerdo (es decir, $328,125.00), y el reembolso de costos y gastos del litigio, en un monto que no exceda Treinta Mil Dólares con Cero Centavos ($30,000.00) a los Abogados de la Clase; (2) Pagos de Compensación en montos que no excedan Siete Mil Quinientos Dólares con Cero Centavos ($7,500.00) cada uno a los Demandantes (en total, $15,000.00) por sus servicios en las Acciones; (3) el monto de Cuarenta y Cinco Mil Dólares con Cero Centavos ($45,000.00) asignado a sanciones civiles bajo la Ley de Procuradores Generales Privados ("Monto PAGA"), del cual la LWDA recibirá el 65% ($29,250.00) ("Pago LWDA") y el 35% restante ($15,750.00) se distribuirá a los Empleados PAGA ("Monto para Empleados PAGA"); y (4) Costos de Administración del Acuerdo en un monto que no exceda Diez Mil Dólares con Cero Centavos ($10,000.00) al Administrador del Acuerdo.

Los Miembros de la Clase son elegibles para recibir el pago bajo el Acuerdo de Demanda Colectiva de su parte *pro rata* del Monto Neto del Acuerdo ("Parte de Acuerdo Individual") según el número de semanas que cada Miembro de la Clase trabajó para la Demandada como empleado remunerado por hora y/o no exento en California durante el Período de la Clase ("Semanas Trabajadas"). El Administrador del Acuerdo ha dividido el Monto Neto del Acuerdo por las Semanas Trabajadas de todos los Miembros de la Clase para obtener el "Valor Estimado por Semana Trabajada", y multiplicó las Semanas Trabajadas individuales de cada Miembro de la Clase por el Valor Estimado por Semana Trabajada para obtener una Parte de Acuerdo Individual estimada que cada Miembro de la Clase podría tener derecho a recibir bajo el Acuerdo de Demanda Colectiva (la cual aparece en la Sección III.C a continuación). Los Miembros de la Clase que no presenten una Solicitud de Exclusión oportuna y válida ("Miembros de la Clase del Acuerdo") recibirán su Pago de Acuerdo Individual final.

Cada Parte de Acuerdo Individual se asignará como veinte por ciento (20%) en concepto de salarios, los cuales se reportarán en un Formulario W-2 del IRS, y ochenta por ciento (80%) en concepto de sanciones, intereses, y daños no salariales, los cuales se reportarán en un Formulario 1099 del IRS (si corresponde). Cada Parte de Acuerdo Individual estará sujeta a reducción por la parte del empleado de los impuestos sobre la nómina y retenciones con respecto a la porción salarial de las Partes de Acuerdo Individuales, lo que resultará en un pago neto al Miembro de la Clase del Acuerdo ("Pago de Acuerdo Individual"). La parte del empleador de impuestos y contribuciones en relación con la porción salarial de las Partes de Acuerdo Individuales ("Impuestos del Empleador") será pagada por la Demandada por separado y en adición al Monto Bruto del Acuerdo.

Los Empleados PAGA son elegibles para recibir el pago bajo el Acuerdo PAGA de su parte *pro rata* del Monto para Empleados PAGA ("Pago PAGA Individual") según el número de períodos de pago que cada Empleado PAGA trabajó para la Demandada como empleado remunerado por hora y/o no exento en California durante el Período PAGA ("Períodos de Pago"). El Administrador del Acuerdo ha

dividido el Monto para Empleados PAGA, es decir, el 35% del Monto PAGA, por los Períodos de Pago de todos los Empleados PAGA para obtener el "Valor por Período de Pago PAGA", y multiplicó los Períodos de Pago individuales de cada Empleado PAGA por el Valor por Período de Pago para obtener el Pago PAGA Individual de cada Empleado PAGA.

Cada Pago PAGA Individual se asignará como cien por ciento (100%) sanciones, no estará sujeto a impuestos ni retenciones, y se reportará en el Formulario 1099 del IRS (si corresponde).

Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos de Acuerdo Individuales se enviarán por correo a los Miembros de la Clase del Acuerdo y los Pagos PAGA Individuales se enviarán por correo a los Empleados PAGA a la dirección que esté en los archivos del Administrador del Acuerdo. **Si la dirección a la que se envió este Aviso de Demanda Colectiva no es correcta, o si usted se muda después de recibir este Aviso de Demanda Colectiva, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para asegurarse de que usted reciba cualquier pago al que usted pueda tener derecho bajo el Acuerdo.**

B. Sus Semanas Trabajadas y Períodos de Pago (si corresponde) Según los Registros de la Demandada

Según los registros de la Demandada:

- **Desde el 19 de julio de 2020 hasta el 1 de abril de 2025 (es decir, el Período de la Clase), se le acredita haber trabajado «Total_Weeks» Semanas Trabajadas.**
- **Desde el 16 de julio de 2023 hasta el 1 de abril de 2025 (es decir, el Período PAGA), se le acredita haber trabajado «PAGA_Pay_Periods» Períodos de Pago.**

Si usted desea disputar las Semanas Trabajadas y/o Períodos de Pago acreditados a usted, debe presentar su disputa por escrito al Administrador del Acuerdo ("Disputa"). La Disputa debe: (a) contener el nombre y número del caso de la Demanda Colectiva (*Keath Fears y Anthony Childs c. Crown Technical Systems*, Caso No. CIVSB2423402); (b) contener su nombre completo, firma, dirección, número de teléfono, y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) declarar claramente que usted disputa el número de Semanas Trabajadas y/o Períodos de Pago acreditados a usted y cuál sostiene usted que es el número correcto; y (d) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B a continuación, con matasellos **a más tardar el 31 de agosto de 2026.**

C. Su Parte de Acuerdo Individual y Pago PAGA Individual Estimados (si corresponde)

Como se explicó anteriormente, su Parte de Acuerdo Individual y Pago PAGA Individual estimados (si corresponde) se basan en el número de Semanas Trabajadas y Períodos de Pago (si corresponde) acreditados a usted.

Bajo los términos del Acuerdo, se estima que su Parte de Acuerdo Individual será de «ESA_Before_Paga». La Parte de Acuerdo Individual está sujeta a reducción por la parte del empleado de impuestos y retenciones con respecto a la porción salarial de la Parte de Acuerdo Individual y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigencia.

Bajo los términos del Acuerdo, se estima que su Pago PAGA Individual será de «PAGA_Amount» y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigencia.

El proceso de aprobación del Acuerdo puede tomar varios meses. Su Parte de Acuerdo Individual y Pago PAGA Individual (si corresponde) reflejados en este Aviso de Demanda Colectiva son solo una estimación. Su Pago de Acuerdo Individual y Pago PAGA Individual (si corresponde) reales pueden ser mayores o menores.

D. Liberación de Reclamos

En la Fecha de Vigencia y con el financiamiento total del Monto Bruto del Acuerdo, se considerará que los Demandantes y todos los Miembros de la Clase del Acuerdo han liberado, resuelto, comprometido, renunciado, y descargado plena, final, y definitivamente a las Partes Liberadas de todos los Reclamos de la Clase Liberados.

En la Fecha de Vigencia y con el financiamiento total del Monto Bruto del Acuerdo, se considerará que los Demandantes, el Estado de California con respecto a todos los Empleados PAGA, y todos los Empleados PAGA han liberado, resuelto, comprometido, renunciado, y descargado plena, final, y definitivamente a las Partes Liberadas de todos los Reclamos PAGA Liberados.

"Reclamos de la Clase Liberados" significa todos y cada uno de los reclamos que fueron alegados o que razonablemente pudieron haber sido alegados con base en las alegaciones fácticas de la Demanda Colectiva Operativa, que surjan durante el Período de la Clase, los cuales incluirán específicamente reclamos por la presunta falta de la Demandada de pagar salarios de horas extras y salarios mínimos, proporcionar períodos de comida y descanso conforme a la ley y los pagos de primas asociados, pagar oportunamente los salarios durante el empleo y al término del empleo, proporcionar declaraciones de salarios precisas, y reembolsar los gastos necesarios relacionados con el negocio en violación de las Secciones 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, y 2802 del Código Laboral de California, la Orden Salarial aplicable de la Comisión de Bienestar Industrial, y las secciones 17200 del Código de Negocios y Profesiones de California, *y siguientes*

"Reclamos PAGA Liberados" significa todos y cada uno de los reclamos que surjan de cualquiera de las alegaciones fácticas en la Carta PAGA y la Demanda PAGA Operativa, que surjan durante el Período PAGA, por sanciones civiles bajo la Ley de Procuradores Generales Privados de 2004, Secciones 2698 del Código Laboral de California *y siguientes*, los cuales incluirán específicamente reclamos por la presunta falta de la Demandada de pagar salarios de horas extras y salarios mínimos, proporcionar períodos de comida y descanso conforme a la ley y los pagos de primas asociados, pagar oportunamente los salarios durante el empleo y al término del

empleo, proporcionar declaraciones de salarios conforme a la ley, mantener registros de nómina completos y precisos, y reembolsar los gastos necesarios relacionados con el negocio en violación de las Secciones 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, y 2802 del Código Laboral de California, y la Orden Salarial aplicable de la Comisión de Bienestar Industrial.

"Partes Liberadas" significa la Demandada y sus actuales y anteriores funcionarios, directores, miembros, aseguradoras, accionistas, subsidiarias, afiliadas, predecesoras, sucesoras, y cesionarias.

E. Honorarios y Costos de Abogados para los Abogados de la Clase

Los Abogados de la Clase solicitarán honorarios de abogados en un monto que no exceda el treinta y cinco (35%) del Monto Bruto del Acuerdo (es decir, $328,125.00) y el reembolso de costos y gastos del litigio en un monto que no exceda Treinta Mil Dólares con Cero Centavos ($30,000.00) (colectivamente, "Honorarios y Costos de Abogados"), sujeto a la aprobación del Tribunal. Los Honorarios y Costos de Abogados otorgados por el Tribunal serán pagados del Monto Bruto del Acuerdo. Los Abogados de la Clase han estado litigando las Acciones en nombre de los Demandantes, los Miembros de la Clase, y los Empleados PAGA sobre la base de honorarios contingentes (es decir, sin haber sido pagados dinero alguno hasta la fecha) y han estado pagando todos los costos y gastos del litigio.

F. Pagos de Compensación a los Demandantes

Los Demandantes solicitarán los montos de Siete Mil Quinientos Dólares con Cero Centavos ($7,500.00) cada uno ("Pagos de Compensación") (en total, $15,000.00), en reconocimiento de sus servicios en relación con las Acciones. Los Pagos de Compensación serán pagados del Monto Bruto del Acuerdo, sujetos a la aprobación del Tribunal, y si se otorgan, serán pagados a los Demandantes en adición a cualesquier otros pagos a los que tengan derecho bajo el Acuerdo.

G. Costos de Administración del Acuerdo para el Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá Diez Mil Dólares con Cero Centavos ($10,000.00) ("Costos de Administración del Acuerdo") por los costos del proceso de notificación y administración del Acuerdo, incluyendo y sin limitarse a, los gastos de notificar a los Miembros de la Clase del Acuerdo, procesar las Solicitudes de Exclusión, Avisos de Objeción, y Disputas, calcular las Partes de Acuerdo Individuales, los Pagos de Acuerdo Individuales, y los Pagos PAGA Individuales, y distribuir los pagos y formularios de impuestos bajo el Acuerdo, y serán pagados del Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

A. Participar en el Acuerdo

Si desea participar en el Acuerdo de Demanda Colectiva y recibir dinero del Acuerdo de Demanda Colectiva, usted no tiene que hacer nada. Usted será incluido automáticamente en el Acuerdo de Demanda Colectiva y se le emitirá su Pago de Acuerdo Individual a menos que decida excluirse del Acuerdo de Demanda Colectiva.

A menos que usted elija excluirse del Acuerdo de Demanda Colectiva y si el Tribunal otorga la aprobación final del Acuerdo, usted quedará vinculado por los términos del Acuerdo de Demanda Colectiva y cualquier sentencia que el Tribunal pueda emitir con base en el mismo, y usted liberará los Reclamos de la Clase Liberados contra las Partes Liberadas como se describe en la Sección III.D anterior.

Si usted es Empleado PAGA y el Tribunal otorga la aprobación final del Acuerdo, usted será incluido automáticamente en el Acuerdo PAGA y se le emitirá su Pago PAGA Individual. Esto significa que usted quedará vinculado por los términos del Acuerdo PAGA y cualquier sentencia que el Tribunal pueda emitir con base en el mismo, y usted liberará los Reclamos PAGA Liberados contra las Partes Liberadas como se describe en la Sección III.D anterior.

Como Miembro de la Clase y Empleado PAGA (si corresponde), usted no será responsable por separado del pago de honorarios de abogados ni costos y gastos del litigio, a menos que contrate a su propio abogado, en cuyo caso usted será responsable de sus propios honorarios y gastos de abogados.

B. Solicitar la Exclusión del Acuerdo de Demanda Colectiva

Los Miembros de la Clase pueden solicitar ser excluidos del Acuerdo de Demanda Colectiva presentando una carta ("Solicitud de Exclusión") al Administrador del Acuerdo, a la siguiente dirección:

Phoenix Settlement Administrator
P.O. Box 7208
Orange, CA 92863

Una Solicitud de Exclusión debe: (a) contener el nombre y número del caso de la Demanda Colectiva (*Keath Fears y Anthony Childs c. Crown Technical Systems*, Caso No. CIVSB2423402); (b) contener su nombre completo, firma, dirección, número de teléfono, y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) declarar claramente que usted no desea ser incluido en el Acuerdo de Demanda Colectiva; y (d) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada anteriormente, con matasellos **a más tardar el 31 de agosto de 2026.**

Si el Tribunal otorga la aprobación final del Acuerdo, cualquier Miembro de la Clase que presente una Solicitud de Exclusión oportuna y válida no recibirá un Pago de Acuerdo Individual, no quedará vinculado por el Acuerdo de Demanda Colectiva (ni por la liberación de Reclamos de la Clase Liberados descrita en la Sección III.D anterior), y no tendrá derecho alguno a oponerse, apelar, o comentar sobre el Acuerdo de Demanda Colectiva. Los Miembros de la Clase que no presenten una Solicitud de Exclusión oportuna y válida

serán considerados Miembros de la Clase del Acuerdo y quedarán vinculados por todos los términos del Acuerdo de Demanda Colectiva, incluyendo aquellos relativos a la liberación de reclamos descrita en la Sección III.D anterior, así como cualquier sentencia que el Tribunal pueda emitir con base en el mismo. Los Empleados PAGA quedarán vinculados al Acuerdo PAGA (y la liberación de Reclamos PAGA Liberados descrita en la Sección III.D anterior) y aún se les emitirá un Pago PAGA Individual, independientemente de si presentan una Solicitud de Exclusión.

C. Oponerse al Acuerdo de Demanda Colectiva

Usted puede oponerse al Acuerdo de Demanda Colectiva siempre y cuando no haya presentado una Solicitud de Exclusión, presentando una objeción por escrito ("Aviso de Objeción") al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre y número del caso de la Demanda Colectiva (*Keath Fears y Anthony Childs c. Crown Technical Systems*, Caso No. CIVSB2423402); (b) contener su nombre completo, firma, dirección, número de teléfono, y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración por escrito de todos los fundamentos de la objeción acompañada de cualquier respaldo legal para dicha objeción; (d) contener copias de cualesquier escritos, memorandos, u otros documentos en los cuales se basa la objeción; y (e) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B a continuación, con matasellos **a más tardar el 31 de agosto de 2026**.

Usted también podrá comparecer en la Audiencia de Aprobación Final y presentar su objeción oralmente, independientemente de si ha presentado un Aviso de Objeción.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en el Departamento S22 del Tribunal Superior del Condado de San Bernardino, ubicado en 247 W 3rd Street, San Bernardino, California 92415, el 5 de noviembre de 2026, a las 8:30 a.m., para determinar si el Acuerdo debe ser aprobado finalmente como justo, razonable, y adecuado. También se le solicitará al Tribunal aprobar y otorgar los Honorarios y Costos de Abogados a los Abogados de la Clase, los Pagos de Compensación a los Demandantes, y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La Audiencia de Aprobación Final podrá ser continuada sin previo aviso adicional a los Miembros de la Clase y los Empleados PAGA. No es necesario que usted comparezca en la Audiencia de Aprobación Final, aunque puede comparecer si así lo desea.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para los términos y condiciones precisos del Convenio de Acuerdo, debe revisar el Convenio de Acuerdo detallado y otros escritos, los cuales están archivados en el Tribunal.

Usted puede revisar el Convenio de Acuerdo y otros documentos presentados en las Acciones por un costo visitando la oficina del secretario civil, ubicada en 247 West 3rd Street, San Bernardino, California 92415, durante el horario de oficina, o en línea visitando el siguiente sitio web: https://cap.sb-court.org/, haciendo clic en "Search" en la parte superior de la pantalla, haciendo clic en "CASE INFORMATION" en el menú desplegable, e ingresando los Números de Caso CIVSB2423402 y CIVSB2429208.

Usted también puede visitar el sitio web del Administrador del Acuerdo en fears-v-crown-technical-systems.phoenixcases.com para acceder a documentos clave en las Acciones.

POR FAVOR NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (800) 523-5773, O TAMBIÉN PUEDE CONTACTAR A LOS ABOGADOS DE LA CLASE.

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	864
Opt Out Rate	1%
Opt Outs Received	9
Total Class Claimants	855
Subtotal Admin Only	**$10,000.00**
Not-to-Exceed Total	**$10,000.00**

For 864 Class Members

Pricing Good for Scope of Estimate Only

February 10, 2026

Case: Fears-Childs v. Crown Technical Systems Opt-Out Admin wTranslation

Phoenix Contact: Jarrod Salinas
Contact Number: 800-523-5773
Email: Jarrod@phoenixclassaction.com

Requesting Attorney: Lizeth Marin
Firm: BLACKSTONE LAW, APC
Contact Number: (310) 622-4278
Email: lmarin@blackstonepc.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 864 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*	$130.27	1	$130.27
Call Center & Long Distance	$2.00	25	$50.00
NCOA (USPS)	$200.00	2	$400.00
		Total	**$1,080.27**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.25	864	$216.00
Notice Packet & Opt-Out Form	$1.00	864	$864.00
Estimated Postage (up to 2 oz.)*	$0.74	864	$639.36
Language Translation	$1,000.00	1	$1,000.00
Static Wedsite	$250.00	1	$250.00
		Total	**$3,219.36**

* 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	2	$110.00
Skip Tracing Undeliverables	$1.50	43	$64.80
Remail Notice Packets	$1.00	43	$43.20
Estimated Postage	$0.74	43	$31.97
Programming Undeliverables	$50.00	2	$100.00
		Total	**$349.97**

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	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	2	$170.00
		Total	**$645.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$100.00	2	$200.00
Check Run Setup & Printing	$135.00	3	$405.00
Mail Class Checks *	$1.00	855	$855.36
Estimated Postage	$0.74	855	$632.97
		Total	**$2,458.33**

* 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	2	$250.00
Remail Undeliverable Checks (Postage Included)	$1.50	21	$32.08
Case Associate	$55.00	2	$110.00
Reconcile Uncashed Checks	$70.00	2	$140.00
Conclusion Reports	$110.00	2	$220.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$125.00	3	$375.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$950.00	1	$950.00
		Total	**$2,247.08**

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

Estimate Total:	**$10,000.00**

PHOENIX

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.