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16 *Attorneys for Plaintiff*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF LOS ANGELES**

19 YOVANNI JIMENEZ, individually, and on
20 behalf of all others similarly situated,

21 *Plaintiff,*

22 v.

23 L.B. JOHNSON HARDWARE CO., INC., a
24 California corporation; and DOES 1 through 10,
25 inclusive,

26 *Defendants.*

Case No.: 24STCV18708

*[Assigned for All Purposes to the Honorable
Carolyn B. Kuhl, Dept. 12]*

**DECLARATION OF JARROD SALINAS
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Complaint filed: July 29, 2024
Trial date: Not set

1 4. On July 2, 2026, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On July 6, 2026, Phoenix mailed the Notice via U.S. first class mail, in English and
6 Spanish, to all forty-five (45) Class Members on the Class List. A true and correct copy of the
7 mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

9 7. As of the date of this declaration, Phoenix has received zero (0) Requests for
10 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
11 August 20, 2026.

12 8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
13 from Class Members. The deadline for objecting to the Class Settlement was August 20, 2026.

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

16 10. There are forty-five (45) Class Members who did not submit timely and valid
17 Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of
18 the Class. Settlement Class Members have worked a collective total of three thousand nine hundred
19 ninety-five (3,995) Workweeks during the Class Period. Each Workweek is valued at approximately
20 \$14.46.

21 11. The Escalator Clause of the Settlement Agreement indicates if the actual Workweeks
22 exceed 10% or four thousand five hundred ten (4,510), the Gross Settlement Amount shall be
23 increased pro-rata for everyone over such cap. The total number of Workweeks was three thousand
24 nine hundred ninety-five (3,995). Since the total number of Workweeks does not exceed 4,510, the
25 Escalator Clause was not triggered.

26 12. The Net Settlement Amount of \$57,762.56 available to pay Settlement Class
27 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$38,000.00),
28

1 and Class Counsel costs (\$3,182.44), requested Enhancement Payment to Plaintiff Jimenez
2 (\$5,000.00), the PAGA Amount (\$5,700.00), and the requested Settlement Administration Costs
3 (\$4,355.00) from the Gross Settlement Amount (\$114,000.00).

4 13. Based upon the calculations stipulated in the Settlement, the highest Individual
5 Settlement Share to be paid is approximately \$4,091.82, the lowest Individual Settlement Share to
6 be paid is approximately \$14.46, while the average Individual Settlement Share to be paid is
7 approximately \$1,283.61. Settlement Class Members will be issued payment of their Individual
8 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
9 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
10 Settlement Payment").

11 14. Additionally, \$5,700.00 of the Gross Settlement Amount has been allocated toward
12 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 65%, or \$3,705.00,
13 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%, or \$1,995.00,
14 of which shall be paid to all current and former hourly non-exempt individuals who are or were
15 employed by Defendant during the PAGA Period. There are twenty (20) Aggrieved Employees who
16 worked a total of six hundred and three (603) workweeks during the PAGA Period. The highest
17 Individual PAGA Payment to be paid is approximately \$119.10, the lowest Individual PAGA
18 Payment to be paid is approximately \$16.54, and the average Individual PAGA Payment to be paid
19 is approximately \$99.75.

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

22 16. Phoenix's costs associated with the administration of this matter are \$4,355.00. This
23 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
24 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

25 //

26 //

27 //

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

3 Executed this 14th day of September 2026, at Orange, California.
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5 
6 JARROD SALINAS
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Exhibit A

COURT-APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Yovanni Jimenez v. L.B. Johnson Hardware Co., Inc.

Los Angeles County Superior Court, Case No. 24STCV18708

PLEASE READ THIS NOTICE CAREFULLY.

You have received this 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.

The Los Angeles 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 an employee class and representative action lawsuit (“Actions”) against L B Johnson Hardware Co. Inc. (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employee, Yovanni Jimenez (“Plaintiff”), and seek (1) payment of unpaid wages and other relief for a class of non-exempt employees who worked for Defendant during the Class Period (July 29, 2020 to December 31, 2025) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendant during the PAGA Period (August 14, 2024 to December 31, 2025) (“Aggrieved Employees”).

Defendant denies all of the allegations in the Action and/or that it violated any law. It has agreed to resolve the claims asserted, however, in order to avoid the expense of paying attorneys in litigation and the natural risks and uncertainties presented by litigation.

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

Based on Defendant’s 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 Defendant’s 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 Defendant’s records showing that **you worked «Total_Weeks» Workweeks during the Class Period and you worked «PAGA_Pay_Periods» 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 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money in exchange for releasing claims pursuant to the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. 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 in exchange for releasing claims pursuant to 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 receive money in exchange for releasing claims pursuant to the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant at some point(s) between July 29, 2020 and December 31, 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 during the "PAGA Period," which is August 14, 2024 through December 31, 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 Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, 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 Actions is the Los Angeles County Superior Court. The case is titled *Yovanni Jimenez v. L.B. Johnson Hardware Co., Inc. Los Angeles County Superior Court, Case No. 24STCV18708*. The person who sued, Yovanni Jimenez, is the Plaintiff, and the company sued, L B Johnson Hardware Co. Inc., is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: 1. Failure to Pay Minimum and Straight Time Wages; 2. Failure to Pay Overtime Wages; 3. Failure to Provide Meal Periods; 4. Failure to Authorize and Permit Rest Periods; 5. Failure to Timely Pay Final Wages at Termination; 6. Failure to Provide Accurate Itemized Wage Statements; 7. Failure to Indemnify Employees for Expenditures; and 8. Unfair Business Practices (the "Claims"). Defendant denies Plaintiff's Claims and denies any wrongdoing.

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 Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial, and Defendant thinks that Defendant would win at trial (and/or that the case would be dismissed before a 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 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 Plaintiff's lawyers (called "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 worked for Defendant in California as a non-exempt employee at any time 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?

Defendant has agreed to pay a Gross Settlement Amount ("Gross Settlement Amount" or "GSA") of \$114,000.00 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 \$38,000.00 and reimbursement for reasonable costs not to exceed \$5,000.00; an Enhancement Award of up to \$5,000.00 to the Plaintiff (for Plaintiff's work and efforts prosecuting this case and Plaintiff's broader general release); a PAGA Penalties payment of \$5,700.00 to resolve the PAGA claims ("PAGA Penalties"); and Settlement Administration Costs in an amount not to exceed \$5,000.00. 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.

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

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$5,700.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or \$3,705.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or \$1,995.00, 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 Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (July 29, 2020 to December 31, 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 worked for Defendant during the PAGA Period, 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 (and who participate in the Settlement), 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 November 3, 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 45 days after the Effective Date.

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 Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and Defendant's subsidiaries, affiliates, shareholders, members, predecessors, successors, and assigns, as well as Defendant's officers, directors, managerial employees, and agents. ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims:

All Participating Class Members will waive and release all claims arising during the Class Period which were asserted against Defendant in the Class Action, or which reasonably could have been asserted against Released parties based on the factual allegations stated in the

operative Complaint in the Class Action (collectively the “Released Class Claims”).

Released PAGA Claims:

The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiff’s PAGA Notice to the LWDA and the complaint filed in the PAGA Action, or that reasonably could have been asserted against Released Parties based on the factual allegations stated in the PAGA Notice and the complaint filed in the PAGA Action (collectively the “Released PAGA Claims”).

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE 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 45 days after Class Notice is mailed (plus an additional 14 days for Class Members whose Class Notice is re-mailed). Be sure to include your name, 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 Settlement Administrators
L.B. Johnson Hardware Co., Inc. Settlement
 Settlement Administrator
 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 worked for Defendant during the PAGA Period. If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future for the claims alleged in this Action.

13. IF I DON’T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **45 days** after Class Notice is Mailed.

14. 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.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. WHO ARE THE LAWYERS IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense. The contact information for the Defendant’s lawyers can also be found below:

For Plaintiff:**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)
 ruby.carrera@wilshirelawfirm.com
 Alan Wilcox (SBN 287476)
 alan.wilcox@wilshirelawfirm.com
 660 S. Figueroa Street, Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

For Defendant:**BHAKTA LAW FIRM, A PROFESSIONAL CORPORATION**

Ankit H. Bhakta (SBN 312607)
 ankit.bhakta@bhaktalawfirm.com
 18000 Studebaker Rd., Suite 700
 Cerritos, CA 90703
 Telephone: (909) 858-6565
 Facsimile: (909) 858-6566

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to **\$38,000.00** (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 **\$5,000.00** 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 Yovanni Jimenez in the amount of up to **\$5,000.00** 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.

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

If 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. 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 August 20, 2026, at the following address:

Phoenix Settlement Administrators
L.B. Johnson Hardware Co., Inc. Settlement
 Settlement Administrator
 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.

18. 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.

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

The Court will hold a Final Approval Hearing at 10:30 a.m. on November 3, 2026, in Department 12 of the Los Angeles County Superior Court (Spring Street Courthouse) located at 312 North Spring Street, Los Angeles, California 90012, 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.

20. 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**21. 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 Defendant about the legal issues in the Action.

GETTING MORE INFORMATION**22. HOW DO I GET MORE INFORMATION?**

You may contact the Court-appointed Settlement Administrator, Phoenix Settlement Administrators, by calling toll free 1-(800) 523-5773, or you can write to the Administrator at the following address: Phoenix Settlement Administrators

L.B. Johnson Hardware Co., Inc. Settlement

Settlement Administrator

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

Email: info@phoenixclassaction.com

Website: jimenez-v-lb-johnson-hardware.phoenixcases.com

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

AVISO APROBADO POR EL TRIBUNAL DE DEMANDA COLECTIVA Y ACUERDO PAGA

Yovanni Jimenez v. L.B. Johnson Hardware Co., Inc.

Tribunal Superior del Condado de Los Ángeles, Caso No. 24STCV18708

POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE.

Usted ha recibido este Aviso porque los registros del Demandado indican que usted podría ser elegible para participar en el Acuerdo de la Demanda colectiva alcanzado en el caso mencionado anteriormente.

Usted no necesita realizar ninguna acción para recibir un pago del Acuerdo.

El Tribunal Superior del Condado de Los Ángeles autorizó este aviso. No es correo basura, spam, un anuncio publicitario, ni una solicitud de un abogado. ¡Por favor léalo cuidadosamente! Usted no está siendo Demandado.

Usted podría ser elegible para recibir dinero de una Demanda colectiva de empleados y una acción representativa (las “Acciones”) en contra de L B Johnson Hardware Co. Inc. (el “Demandado”) por supuestas infracciones de salarios y horario laboral. Las Acciones fueron presentadas por el ex empleado Yovanni Jimenez (el “Demandante”), y buscan (1) el pago de salarios no pagados y otra compensación para una Clase de empleados no exentos que trabajaron para el Demandado durante el Período de la Demanda Colectiva (del 29 de julio de 2020 al 31 de diciembre de 2025) (los “Miembros de la Clase”); y (2) sanciones conforme a la Ley General de Procuradores Privados de California (“PAGA”) para todos los empleados no exentos que trabajaron para el Demandado durante el Período PAGA (del 14 de agosto de 2024 al 31 de diciembre de 2025) (los “Empleados Perjudicados”).

El Demandado niega todas las alegaciones formuladas en la Acción y/o que haya infringido alguna ley. Sin embargo, ha aceptado resolver las reclamaciones presentadas con el fin de evitar el gasto de pagar honorarios de abogados en el litigio, así como los riesgos e incertidumbres naturales que presenta el litigio.

El Acuerdo propuesto consta de dos partes principales: (1) un Acuerdo de la Demanda Colectiva que exige que el Demandado financie los Pagos Individuales de la Clase, y (2) un Acuerdo PAGA que exige que el Demandado financie los Pagos Individuales PAGA y pague las Sanciones PAGA a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”).

Con base en los registros del Demandado y en los supuestos actuales de las Partes, **se estima que su Pago Individual de la Clase será de «ESA_Before_Paga» (menos las retenciones) y se estima que su Pago Individual PAGA será de «PAGA_Amount».** Es probable que la cantidad real que usted reciba sea diferente y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago Individual PAGA, entonces, de Acuerdo con los registros del Demandado, usted no es elegible para un Pago Individual PAGA conforme al Acuerdo porque no trabajó durante el Período PAGA.)

Las estimaciones anteriores se basan en los registros del Demandado, los cuales muestran que **usted trabajó «Total_Weeks» Semanas Laborales durante el Período de la Demanda Colectiva y que trabajó «PAGA_Pay_Periods» Períodos de Pago durante el Período PAGA.** El número de Semanas Laborales que se le atribuyan será calculado por el Administrador del Acuerdo utilizando los registros del Demandado. Si usted cree que trabajó más durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite.

El Tribunal ya aprobó preliminarmente el Acuerdo propuesto y aprobó este Aviso. El Tribunal aún no ha decidido si otorgará la aprobación final del Acuerdo. Sus derechos legales se ven afectados ya sea que usted actúe o no actúe. **LEA ESTE AVISO CUIDADOSAMENTE.** Se considerará que usted lo ha leído y entendido. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba finalmente el Acuerdo y qué cantidad del Acuerdo se pagará al Demandante y a los abogados del Demandante (el “Abogado de la Clase”). El Tribunal también decidirá si dicta una sentencia que exija al Demandado realizar pagos conforme al Acuerdo y que exija a los Miembros de la Clase y a los Empleados Perjudicados renunciar a su derecho de presentar ciertas reclamaciones en contra del Demandado.

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO	
NO HACER NADA	Recibirá dinero a cambio de renunciar a las reclamaciones conforme al Acuerdo.
EXCLUIRSE	No recibir dinero del Acuerdo de la Demanda Colectiva. Usted conservará el derecho de presentar sus propias reclamaciones legales en contra del Demandado. Sin embargo, incluso si se excluye del Acuerdo de la Demanda Colectiva, de todas formas recibirá una parte del Acuerdo PAGA y quedará sujeto a él si trabajó durante el Período PAGA.
OBJETAR	Escribir al Tribunal explicando por qué objeta el Acuerdo. Si el Acuerdo recibe la Aprobación Final, usted recibirá dinero a cambio de renunciar a las reclamaciones conforme al Acuerdo.
IMPUGNAR SU NÚMERO DE SEMANAS LABORALES Y/O PERÍODOS DE PAGO	Impugnar el número de Semanas Laborales o Períodos de Pago indicados en este Aviso y proporcionar evidencia de respaldo. Si impugna sus semanas laborales o períodos de pago, seguirá formando parte del Acuerdo y recibirá dinero a cambio de renunciar a las reclamaciones conforme al Acuerdo.

INFORMACIÓN BÁSICA

1. ¿POR QUÉ RECIBO ESTE AVISO?

Los registros del Demandado indican que usted trabajó para el Demandado en algún momento entre el 29 de julio de 2020 y el 31 de diciembre de 2025, y que, por lo tanto, es miembro de la Clase para los efectos de este Acuerdo.

Usted recibió este Aviso porque tiene derecho a conocer el Acuerdo propuesto de la Acción, así como todas sus opciones, antes de que el Tribunal decida si otorga la aprobación final del Acuerdo. El Acuerdo resolverá todas las reclamaciones de los Miembros de la Clase, descritas a continuación, durante el Período de la Demanda Colectiva. El Acuerdo también resolverá las reclamaciones por sanciones civiles presentadas conforme a la Ley General de Procuradores Privados de California (“PAGA”). Si usted es Miembro de la Clase, también es un “Empleado Perjudicado” si trabajó para el Demandado durante el “Período PAGA”, que abarca del 14 de agosto de 2024 al 31 de diciembre de 2025.

Si el Tribunal otorga la Aprobación Final al Acuerdo, un Administrador del Acuerdo designado por el Tribunal emitirá los pagos previstos por el Acuerdo a los Miembros de la Clase. Se le recomienda mantener siempre actualizada su dirección con el Administrador (la información de contacto del Administrador se encuentra en la Sección 12, a continuación).

Este paquete de Aviso explica las alegaciones y los antecedentes relacionados con la Demanda, el Acuerdo, sus derechos legales, qué beneficios están disponibles, quién es elegible para recibirlos y cómo recibir dichos beneficios.

El Tribunal a cargo de las Acciones es el Tribunal Superior del Condado de Los Ángeles. El caso se titula *Yovanni Jimenez v. L.B. Johnson Hardware Co., Inc. Los Angeles County Superior Court, Case No. 24STCV18708*. La persona que demandó, Yovanni Jimenez, es el Demandante, y la empresa Demandada, L B Johnson Hardware Co. Inc., es el Demandado.

2. ¿DE QUÉ TRATA LA DEMANDA?

El Demandante en la Demanda alega infracciones de salarios y horario laboral en contra del Demandado por: 1. No pagar el salario mínimo y las horas ordinarias; 2. No pagar horas extras; 3. No otorgar períodos de comida; 4. No autorizar ni permitir períodos de descanso; 5. No pagar oportunamente los salarios finales al término del empleo; 6. No proporcionar comprobantes de pago detallados y precisos; 7. No indemnizar a los empleados por gastos incurridos; y 8. Prácticas comerciales desleales (las “Reclamaciones”). El Demandado niega las Reclamaciones del Demandante y niega haber incurrido en alguna falta.

3. ¿POR QUÉ ES ESTO UNA DEMANDA COLECTIVA?

En una Demanda colectiva laboral, una o más personas denominadas “Representantes de la Clase” (en este caso, el Demandante) Demandan en representación de todos los trabajadores que, según alegan, tienen reclamaciones similares. Todos estos trabajadores conforman una Clase o son Miembros de la Clase. Presentar una sola Demanda, en lugar de muchas Demandas pequeñas, ahorra dinero, tiempo y recursos judiciales. El tribunal resuelve los asuntos para todos los Miembros de la Clase, excepto para quienes se excluyan de la Clase.

4. ¿POR QUÉ HAY UN ACUERDO?

El Tribunal no falló a favor del Demandante ni del Demandado respecto del fondo de las reclamaciones alegadas en la Demanda. El Demandante cree que ganaría en juicio, y el Demandado considera que ganaría en juicio (y/o que el caso sería desestimado antes de llegar a juicio). Sin embargo, no ha habido juicio. En su lugar, en reconocimiento del riesgo que ambas Partes enfrentarían si el caso continuara, las Partes han acordado un Acuerdo negociado. De esta manera, todas las Partes evitan el costo de prepararse y llevar a cabo un juicio, el riesgo de perder el derecho a un juicio, y los trabajadores afectados por las supuestas infracciones reciben una compensación. El Acuerdo representa una transacción y resolución de reclamaciones altamente disputadas. El Demandante, así como los abogados del Demandante (denominados el “Abogado de la Clase”), consideran que el Acuerdo es justo, razonable y en el mejor interés de todos los Miembros de la Clase.

¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

5. ¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

Si usted recibió este Aviso, es Miembro de la Clase para efectos del Acuerdo. La Clase incluye a: todas las personas que trabajaron para el Demandado en California como empleados no exentos en cualquier momento durante el Período de la Demanda Colectiva, incluyendo empleados actuales y anteriores.

6. ¿HAY EXCEPCIONES A LA INCLUSIÓN?

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

LOS BENEFICIOS DEL ACUERDO — LO QUE USTED RECIBE

7. ¿QUÉ PROPORCIONA EL ACUERDO?

El Demandado ha acordado pagar un Monto Bruto del Acuerdo (el “Monto Bruto del Acuerdo” o “GSA”) de \$114,000.00 para resolver la Demanda. Del GSA, el Abogado de la Clase solicitará al Tribunal honorarios de abogados de hasta un tercio (1/3) del GSA, actualmente estimados en un total de \$38,000.00, y el reembolso de costos razonables que no excedan de \$5,000.00; un Pago de Incentivo de hasta \$5,000.00 al Demandante (por el trabajo y los esfuerzos del Demandante al litigar este caso y por la renuncia general más

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amplia del Demandante); un pago de Sanciones PAGA de \$5,700.00 para resolver las reclamaciones PAGA (las “Sanciones PAGA”); y Costos de Administración del Acuerdo por un monto que no exceda de \$5,000.00. El monto exacto de los Honorarios y Gastos de Litigio del Abogado de la Clase, el Pago de Servicio al Representante de la Clase y los Costos de Administración será determinado por el Tribunal en la audiencia de Aprobación Final. La parte restante del monto del Acuerdo es el “Monto Neto del Acuerdo” o el “NSA.” El NSA será distribuido y pagado como Pagos Individuales de la Clase a los Miembros de la Clase del Acuerdo, que son los Miembros de la Clase que no soliciten ser excluidos del Acuerdo.

Pago de Sanciones PAGA: Como parte de la porción PAGA del Acuerdo, las Partes solicitarán al Tribunal que apruebe un pago de Sanciones PAGA de \$5,700.00 en resolución de las reclamaciones por sanciones civiles conforme a PAGA. Según lo exige PAGA, el 65% del pago de Sanciones PAGA, o \$3,705.00, se pagará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California. El 35% restante del pago de Sanciones PAGA, o \$1,995.00, se distribuirá a los Empleados Perjudicados como Pagos Individuales PAGA.

8. ¿CUÁNTO SERÁ MI PAGO?

Una aproximación de su Pago Individual de la Clase aparece en la primera página de este Aviso. Si usted también es un Empleado Perjudicado, una aproximación de su Pago Individual PAGA también aparecerá en la primera página de este Aviso.

Pago Individual de la Clase: Su Pago Individual de la Clase se basa en el número de Semanas Laborales que trabajó, según lo indicado en los registros del Demandado, en comparación con el número total de Semanas Laborales trabajadas por todos los Miembros de la Clase durante el Período de la Demanda Colectiva (del 29 de julio de 2020 al 31 de diciembre de 2025). El ochenta por ciento (80%) del Pago Individual de la Clase de cada Miembro de la Clase se tratará como un pago en resolución de las reclamaciones alegadas por sanciones e intereses y será reportado en un Formulario 1099 por el Administrador del Acuerdo, y el veinte por ciento (20%) del Pago Individual de la Clase de cada Miembro de la Clase se tratará como un pago en resolución de las reclamaciones alegadas por salarios no pagados. El 20% asignado como salarios no pagados será reducido por las retenciones y deducciones fiscales de nómina aplicables y será reportado en un Formulario W-2.

Pago Individual PAGA: Si usted trabajó para el Demandado durante el Período PAGA, también es un “Empleado Perjudicado” y recibirá un Pago Individual PAGA además de su Pago Individual de la Clase. Los Pagos Individuales PAGA se basan en el número de Períodos de Pago PAGA trabajados por cada Empleado Perjudicado en comparación con el total de Períodos de Pago PAGA trabajados por todos los Empleados Perjudicados durante el Período PAGA. El cien por ciento (100%) del Pago Individual PAGA de cada Empleado Perjudicado se caracterizará como sanciones y no será reducido por retenciones y deducciones fiscales de nómina. El Pago Individual PAGA será reportado en un Formulario 1099 del IRS por el Administrador del Acuerdo. Una aproximación de su Pago Individual PAGA anticipado aparece en la primera página de este Aviso.

Para los Miembros de la Clase que también son Empleados Perjudicados (y que participan en el Acuerdo), su Pago Individual de la Clase se combinará con su Pago Individual PAGA, y recibirán un solo cheque por los pagos combinados. Si un Miembro de la Clase decide excluirse del Acuerdo, de todas formas recibirá un Pago Individual PAGA, ya que los Empleados Perjudicados no pueden excluirse de la porción PAGA del Acuerdo.

CÓMO RECIBE USTED UN PAGO

9. ¿CÓMO RECIBO UN PAGO?

Usted no necesita hacer nada para recibir un pago. Sin embargo, si usted cree que el número de Semanas Laborales o Períodos de Pago PAGA que trabajó es incorrecto, por favor corríjalo y proporcione cualquier evidencia de respaldo al Administrador del Acuerdo, cuya información de contacto se encuentra en la Sección 12 a continuación.

10. ¿CUÁNDO RECIBIRÉ MI PAGO?

El Tribunal llevará a cabo una Audiencia Final de Equidad el 3 de noviembre de 2026, para decidir si aprueba el Acuerdo. Si el Juez aprueba el Acuerdo, y alguien presenta una objeción, podría haber apelaciones. Siempre es incierto cuándo podrán resolverse dichas objeciones y apelaciones, y resolverlas puede tomar tiempo. Si no hay objeción, la Fecha Efectiva del Acuerdo será la fecha en que se dicte la Orden del Tribunal que otorgue la aprobación final.

Después de la Fecha Efectiva y de que la aprobación del Acuerdo por parte del Tribunal se vuelva definitiva, incluyendo la resolución de cualquier apelación, los Pagos Individuales de la Clase y los Pagos Individuales PAGA se enviarán por correo a los Miembros de la Clase Participantes y a los Empleados Perjudicados después de que el Acuerdo esté totalmente financiado, lo cual no ocurrirá hasta aproximadamente 45 días después de la Fecha Efectiva.

Los cheques del Acuerdo deben cobrarse con prontitud al recibirlos. Los importes de los cheques que permanezcan sin cobrar después de 180 días desde la fecha de emisión serán remitidos al Fondo de Bienes No Reclamados del Estado de California a nombre de cada Miembro de la Clase Participante y/o Empleado Perjudicado que no haya cobrado su cheque del Acuerdo. Si su cheque del Acuerdo se pierde o se extravía, debe comunicarse de inmediato con el Administrador del Acuerdo para solicitar un reemplazo. Usted 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, comuníquese con el Administrador del Acuerdo (véase la Sección 12).

11. ¿A QUÉ ESTOY RENUNCIANDO PARA RECIBIR UN PAGO?

Si el Tribunal aprueba este Acuerdo y usted no se excluye, se convertirá en un Miembro de la Clase Participante, lo que significa que no podrá Demandar, continuar Demandando, ni formar parte de ninguna otra Demanda en contra del Demandado respecto de las reclamaciones legales resueltas en este Acuerdo. Específicamente, usted estará renunciando o “liberando” las Reclamaciones de la Clase Liberadas descritas a continuación en contra del Demandado y de las subsidiarias, afiliadas, accionistas, miembros, predecesores, sucesores y cesionarios del Demandado, así como de los funcionarios, directores, empleados gerenciales y agentes del Demandado. (las “Partes Liberadas”). Las liberaciones entran en vigor una vez que el GSA esté totalmente financiado por el Demandado.

Reclamaciones de la Clase Liberadas:

Todos los Miembros Participantes de la Demanda Colectiva renunciarán y liberarán todos los reclamos que surjan durante el Período de la Demanda Colectiva que fueron interpuestos contra el Demandado en la Demanda Colectiva, o que razonablemente podrían haberse interpuesto contra las Partes Liberadas con base en las alegaciones fácticas expuestas en la Demanda operativa (Complaint) en la Demanda Colectiva (colectivamente, los “Reclamos Liberados de la Demanda Colectiva”).

Reclamaciones PAGA Liberadas:

Los reclamos liberados por los Empleados Agraviados, incluidos los Miembros No Participantes de la Demanda Colectiva que sean Empleados Agraviados, son todos los reclamos por sanciones civiles bajo la Ley PAGA que surjan durante el Período PAGA que fueron alegados en el Aviso PAGA del Demandante a la LWDA y en la demanda presentada en la Acción PAGA, o que razonablemente podrían haberse interpuesto contra las Partes Liberadas con base en las alegaciones fácticas expuestas en el Aviso PAGA y en la demanda presentada en la Acción PAGA (colectivamente, los “Reclamos PAGA Liberados”).

CÓMO EXCLUIRSE DEL ACUERDO

12. ¿CÓMO ME EXCLUYO DEL ACUERDO?

Para excluirse del Acuerdo, usted debe enviar al Administrador del Acuerdo una solicitud de exclusión por escrito y firmada, la cual debe tener matasellos a más tardar 45 días después de que se envíe por correo el Aviso de la Demanda Colectiva (más un período adicional de 14 días para los Miembros de la Clase cuyo Aviso de la Demanda Colectiva sea reenviado por correo). Asegúrese de incluir su nombre, dirección y número de teléfono, y cualquier otra información que considere útil para que el Administrador del Acuerdo pueda identificarlo. Puede enviar su solicitud de exclusión al Administrador del Acuerdo a la siguiente dirección:

Phoenix Settlement Administrators
Acuerdo *L.B. Johnson Hardware Co., Inc.*
Administrador del Acuerdo
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

Si usted solicita ser excluido del Acuerdo, no quedará legalmente obligado por nada de lo que ocurra en la Acción, salvo en lo relacionado con la resolución de la reclamación PAGA. Si usted solicita ser excluido del Acuerdo, no podrá objetar el Acuerdo y no recibirá un Pago Individual de la Clase, pero de todas formas recibirá un Pago Individual PAGA si trabajó para el Demandado durante el Período PAGA. Si usted solicita ser excluido, podría poder Demandar (o continuar Demandando) al Demandado en el futuro por las reclamaciones alegadas en esta Acción.

13. SI NO ME EXCLUYO, ¿PUEDO DEMANDAR AL DEMANDADO POR LO MISMO MÁS ADELANTE?

No. A menos que se excluya, usted renuncia a cualquier derecho de Demandar al Demandado por las reclamaciones que este Acuerdo resuelve. Si usted tiene una Demanda pendiente, hable de inmediato con su abogado en ese caso. Usted debe excluirse de esta Clase para continuar con su propia Demanda. Recuerde que la fecha límite de exclusión es de **45 días** después del envío por correo del Aviso de la Demanda Colectiva.

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

Solo si usted es un Empleado Perjudicado. Los Empleados Perjudicados no pueden excluirse de la porción PAGA del Acuerdo, por lo que recibirán su parte de las Sanciones PAGA aunque se excluyan del resto del Acuerdo. Sin embargo, si usted se excluye oportunamente del Acuerdo, no recibirá ninguna parte del Monto Neto del Acuerdo y conservará el derecho de presentar su propia acción legal en contra del Demandado por infracciones distintas a las Reclamaciones PAGA Liberadas descritas anteriormente, si así lo desea.

LOS ABOGADOS QUE LO REPRESENTAN EN ESTA DEMANDA

15. ¿QUIÉNES SON LOS ABOGADOS EN ESTE CASO?

El Tribunal ha determinado que Wilshire Law Firm, PLC está calificado para representarlo a usted y a los Miembros de la Clase en la Demanda. Estos abogados son denominados el Abogado de la Clase, y su información de contacto se indica a continuación. Si usted desea ser representado por su propio abogado, puede contratar uno por su propia cuenta. La información de contacto de los abogados del Demandado también se encuentra a continuación:

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Para el Demandante:**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)
 ruby.carrera@wilshirelawfirm.com
 Alan Wilcox (SBN 287476)
 alan.wilcox@wilshirelawfirm.com
 660 S. Figueroa Street, Sky Lobby
 Los Angeles, California 90017
 Teléfono: (213) 381-9988
 Fax: (213) 381-9989

Para el Demandado:**BHAKTA LAW FIRM, A PROFESSIONAL CORPORATION**

Ankit H. Bhakta (SBN 312607)
 ankit.bhakta@bhaktalawfirm.com
 18000 Studebaker Rd., Suite 700
 Cerritos, CA 90703
 Teléfono: (909) 858-6565
 Fax: (909) 858-6566

16. ¿CÓMO SE LES PAGARÁ A LOS ABOGADOS?

El Abogado de la Clase solicitará al Tribunal que apruebe hasta **\$38,000.00** (o 1/3 del GSA) por honorarios de abogados incurridos en la investigación de los hechos, la tramitación del litigio y la negociación del Acuerdo. El Abogado de la Clase también solicitará la aprobación del Tribunal de hasta **\$5,000.00** en gastos de litigio incurridos en este asunto. El Tribunal podría otorgar al Abogado de la Clase una cantidad menor a la solicitada. El Abogado de la Clase también solicitará al Tribunal que apruebe un pago al Demandante Yovanni Jimenez por un monto de hasta **\$5,000.00** además del Pago Individual de la Clase y el Pago Individual PAGA del Demandante, por la iniciativa, el riesgo y el tiempo y la energía que el Demandante ha dedicado en servicio de la Clase como Representante de la Clase. El Tribunal podría otorgar a un Representante de la Clase una cantidad menor a la solicitada.

CÓMO OBJETAR EL ACUERDO

Usted puede, y tiene derecho a, decirle al Tribunal que no está de Acuerdo con el Acuerdo o con alguna parte de este.

17. ¿CÓMO LE INFORMO AL TRIBUNAL QUE OBJETO EL ACUERDO?

Si usted no considera que el Acuerdo es justo, puede objetar parte o la totalidad del Acuerdo. Puede objetar el Acuerdo en persona en la Audiencia de Aprobación Final o puede presentar una objeción por escrito. Las objeciones por escrito y los avisos de intención de comparecer en la Audiencia de Aprobación Final deben enviarse por correo, correo electrónico o fax al Administrador del Acuerdo, con matasellos a más tardar el 20 de agosto de 2026, a la siguiente dirección:

Phoenix Settlement Administrators
 Acuerdo *L.B. Johnson Hardware Co., Inc.*
 Administrador del Acuerdo
 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 objeta los términos del Acuerdo. También debe incluir o adjuntar cualquier documento en que se base su objeción. Si el Tribunal desestima la objeción en la audiencia de Aprobación Final, el Acuerdo de Transacción será aprobado y usted recibirá su pago. Si usted no presenta una objeción por escrito, aun así podrá comparecer en la audiencia de Aprobación Final para expresar su objeción o simplemente observar el procedimiento.

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

Objetar simplemente significa decirle al Tribunal que usted no está de Acuerdo con algo del Acuerdo. Solo puede objetar si permanece en la Clase.

Solicitar la exclusión significa decirle al Tribunal que usted no desea formar parte de la Clase. Si usted se excluye, no tiene fundamento para objetar porque el caso ya no lo afecta, y no recibirá dinero de este Acuerdo. Si usted presenta tanto una objeción como una solicitud de exclusión del Acuerdo, la solicitud de exclusión prevalecerá y usted no recibirá dinero de este Acuerdo.

LA AUDIENCIA DE EQUIDAD DEL TRIBUNAL

El Tribunal llevará a cabo una Audiencia de Aprobación Final para decidir si aprueba el Acuerdo. Usted puede asistir y puede solicitar hablar, pero no está obligado a hacerlo.

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

El Tribunal llevará a cabo una Audiencia de Aprobación Final a las 10:30 a.m. del 3 de noviembre de 2026, en el Departamento 12 del Tribunal Superior del Condado de Los Ángeles (Palacio de Justicia de Spring Street), ubicado en 312 North Spring Street, Los Ángeles, California 90012, para determinar si el Acuerdo debe aprobarse finalmente por ser justo, razonable y adecuado. Si hay objeciones, el Tribunal las considerará en ese momento. También se le solicitará al Tribunal que apruebe las solicitudes de Pago de Servicio al Representante de la Clase y los Pagos de Honorarios y Gastos de Litigio del Abogado de la Clase.

20. ¿TENGO QUE ASISTIR A LA AUDIENCIA?

No. El Abogado de la Clase responderá las preguntas que el Tribunal pueda tener. Sin embargo, usted es bienvenido a asistir. Si usted envía una objeción, no tiene que acudir al Tribunal para hablar de ella. Siempre que haya enviado su objeción por escrito al administrador del Acuerdo a tiempo, el Tribunal la considerará. También puede pagar a su propio abogado para que asista, pero no es necesario.

SI USTED NO HACE NADA**21. ¿QUÉ PASA SI NO HAGO NADA EN ABSOLUTO?**

Si usted no hace nada, recibirá un pago del Acuerdo y quedará sujeto a los términos del Acuerdo, lo que significa que no podrá iniciar una Demanda, continuar una Demanda, ni formar parte de ninguna otra Demanda en contra del Demandado sobre los asuntos legales tratados en la Acción.

CÓMO OBTENER MÁS INFORMACIÓN**22. ¿CÓMO OBTENGO MÁS INFORMACIÓN?**

Usted puede comunicarse con el Administrador del Acuerdo designado por el Tribunal, Phoenix Settlement Administrators, llamando gratis al 1-(800) 523-5773, o puede escribirle al Administrador a la siguiente dirección: Phoenix Settlement Administrators

Acuerdo *L.B. Johnson Hardware Co., Inc.*

Administrador del Acuerdo

P.O. Box 7208

Orange, CA 92863

Teléfono: (800) 523-5773

Fax: (949) 209-2503

Correo electrónico: info@phoenixclassaction.com

Sito web: jimenez-v-lb-johnson-hardware.phoenixcases.com

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN. SIN EMBARGO, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO, INDICADO ANTERIORMENTE.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	43
Opt Out Rate	1%
Opt Outs Received	0
Total Class Claimants	43
Subtotal Admin Only	\$4,750.00

Not-to-Exceed Total \$4,355.00

For 43 Class Members

Pricing Good for Scope of Estimate Only

July 1, 2026

Case: L.B. Johnson Hardware Co., Inc. (Jimenez) 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 43 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	1	\$125.00
Programming Database & Setup	\$125.00	1	\$125.00
Toll Free Setup*	\$60.93	1	\$60.93
Call Center & Long Distance	\$1.95	5	\$9.75
NCOA (USPS)	\$20.00	2	\$40.00
			54.00
		Total	\$360.68

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.50	43	\$21.50
Notice Packet & Opt-Out Form	\$1.25	43	\$53.75
Estimated Postage (up to 2 oz.)*	\$0.74	43	\$31.82
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
		Total	\$1,557.07

* 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	1	\$55.00
Skip Tracing Undeliverables	\$1.00	4	\$4.30
Remail Notice Packets	\$1.25	4	\$5.38
Estimated Postage	\$0.74	4	\$3.18
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$117.86

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	1	\$55.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	1	\$10.00
Case Manager	\$85.00	1	\$85.00
Total			\$485.00

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	1	\$125.00
Disbursement Review	\$125.00	1	\$125.00
Programming Manager	\$125.00	1	\$125.00
QSF Bank Account & EIN	\$125.00	1	\$125.00
Check Run Setup & Printing	\$125.00	1	\$125.00
Mail Class Checks *	\$1.00	43	\$42.57
Estimated Postage	\$0.79	43	\$33.63
Total			\$701.20

* 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	2	\$3.19
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$95.00	1	\$95.00
Conclusion Reports	\$110.00	1	\$110.00
Case Manager Conclusion	\$85.00	1	\$85.00
Final Reporting & Declarations	\$125.00	1	\$125.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$750.00	1	\$750.00
Total			\$1,528.19

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

Estimate Total: \$4,750.00



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.