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Attorneys for Plaintiff ALAN CARRILLO RODRIGUEZ

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

ALAN CARRILLO RODRIGUEZ, an individual,
on behalf of himself and on behalf
of all persons similarly situated,

Plaintiffs,

v.

TITAN WORKFORCE, a California
corporation; and DOES 1-50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-0003036

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: March 28, 2024
Time: 9:00 a.m.
Dept.: 10D
Judge: Hon. Barbara Kronlund

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Carrillo v. Titan Workforce* matter. On
6 behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally
7 acquainted with the information contained herein, and in the event of being summoned to provide
8 testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *of Pendency of Class Action Settlement and Final Hearing Date*, in English and Spanish (referred to as
20 “Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving disputes among
21 Settlement Class Members regarding the number of workweeks recorded by Defendants during the Class
22 Period, as stated on their individualized Class Notice.; (d) calculating individual settlement award
23 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required
24 by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms;
25 (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
26 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex
27 to perform.

1 4. On December 1, 2023, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On December 18, 2023, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 952 individuals.

9 6. In preparation for the mailing process, all 952 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On January 3, 2024, The Notice Packet was sent to all 952 individuals listed in the Class List
18 using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 76 returned Notice Packets as
20 undeliverable. Among these, 3 Notice Packet were returned with a forwarding address, and we promptly
21 re-mailed it to the provided forwarding address. For the remaining 73 Notice Packets without a
22 forwarding address, Apex conducted a computerized skip trace in order to acquire updated addresses for
23 the purpose of re-mailing the Notice Packet. This skip trace effort resulted in obtaining 21 updated
24 addresses, to which we promptly re-mailed the Notice Packets via U.S First Class Mail.

25 9. As of the date of this declaration, there have been 24 Notice Packets re-mailed in total. Out of
26 these, 3 were re-sent due to a forwarding address provided by the USPS, while the remaining 21 were
27 re-mailed as a result of Apex's skip-tracing efforts.

1 10. As of the date of this declaration, 52 Notice Packets have been considered undeliverable as no
2 updated address was found despite conducting skip tracing.

3 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
4 for submitting a request for exclusion from the Settlement was February 20, 2024

5 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
6 deadline for submitting a written objection to the Settlement was February 20, 2024

7 13. As of the date of this declaration, Apex will report 952 Participating Class Members, constituting
8 100% of the total 952 Settlement Class Members.

9 14. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 35,062. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$356,333.34 and was calculated by subtracting the requested attorneys' fees (\$216,666.66), the amount
12 requested for litigation costs and expenses (\$25,000.00), the requested Class Representative Service
13 Payment (\$10,000.00), the requested Settlement Administration Costs (\$12,000.00), and the PAGA
14 Payment (\$30,000.00) from the Gross Settlement Amount (\$650,000.00).

15 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
16 to be approximately \$2,672.86, the *average* Individual Settlement Amount is currently estimated to be
17 approximately \$374.30, and the *lowest* Individual Settlement Amount is currently estimated to be
18 approximately \$10.16. These amounts are subject to employee-side tax and withholdings.

19 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$7,500.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 522 Aggrieved Employees who worked a total of
22 15,942 pay periods during the PAGA Period.

23 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$55.04, the
24 *average* individual PAGA share is approximately \$14.37, and the *lowest* individual PAGA share is
25 approximately \$0.47.

26 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$12,000.00. Apex will proceed with additional tasks related to this
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 1st day of March 2024,
5 in Irvine, California.

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MADELY NAVA

Exhibit A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Carrillo v. Titan Workforce, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-3036)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ
THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$«Total_Est_PMT». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the Individual Settlement Payment, you will release claims against the Released Parties as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Joaquin (the “Court”) has been reached between Plaintiff Alan Carrillo Rodriguez (“Plaintiff”) and Defendant Titan Workforce (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former hourly-paid or non-exempt employees of Defendant in California during the Class Period.

The “Class Period” is the time period between April 26, 2018, through May 10, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April 26, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Joaquin (the “Action”). Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (h) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and (i) Violated the Private Attorney General Act (“PAGA”), Labor Code Section 2698, *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal

breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant fully reimbursed members of the class for all required expenses; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On March 10, 2023, the Parties participated in an all-day mediation with Tripper Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement after the Parties agreed to a Mediator's Proposal which was memorialized in the form of a Memorandum of Understanding. The Court granted preliminary approval of the Settlement on November 30, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Total Settlement Amount. Defendant has agreed to pay an "all in" amount of Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) (the "Total Settlement Amount") to fund the Settlement. The Total Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, the Class Counsel Award, Settlement Administration Costs, the PAGA Penalty Amount, and the Class Representative Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Total Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Total Settlement Amount. The Settlement provides for certain payments to be made from the Total Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Total Settlement Amount before settlement payments are made to Class Members, as follows:

- **Settlement Administration Costs.** Payment to the Settlement Administrator, estimated not to exceed \$12,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- **Class Counsel Award.** Payment to Class Counsel of a Class Counsel Award comprised payment of attorneys' fees of no more than 1/3 of the Total Settlement Amount (currently \$216,666.66), plus costs and expenses in an amount not to exceed \$25,000 for all expenses incurred as documented in Class Counsel's billing records, subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- **Class Representative Service Award.** Class Representative Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate his services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- **PAGA Penalty Amount.** A payment of \$30,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$22,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$7,500 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- **Calculation of Payments to Settlement Class Members.** After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Penalty Amount, and the Settlement Administration Costs are deducted from the Total Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payments shall be calculated by adding up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). A "Workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, the Class Member was employed by Defendant in California, excluding weeks during which the Class Member did not perform any work for Defendant.

- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Net PAGA Amount shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be calculated by adding up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee’s estimated share of the PAGA Penalty Amount. “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendant in California during the PAGA Period. The PAGA Period means the period between February 10, 2021, through May 10, 2023.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 20% of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 80% of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released by Settlement Class Members. Upon entry of final judgment and funding in full of the Total Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all claims, rights, demands, liabilities, and causes of action under state, federal, or local law, including those under the Labor Code, Wage Orders, regulations, and/or other provisions of law, whether known or unknown, arising out of the claims expressly pleaded in the Action, or that could reasonably have been pled in the Action, based on the factual allegations contained in the operative complaints and PAGA letters and any amendments thereto, or facts that were ascertained during the pendency of the Action, including, without limitation, the following categories: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to reimburse necessary business expenses; (9) failure to keep accurate records; and (10) violation of California’s unfair competition law arising from the violations of the California Labor Code outlined above. The Class Released Claims expressly exclude any and all claims for civil penalties arising under the Labor Code Private Attorneys General Act, which are separately released.

Release by the Aggrieved Employees. The Released PAGA Claims shall be released as follows. Upon entry of final judgment and upon funding in full of the Total Settlement Amount by Defendant, all Aggrieved Employees shall release all PAGA claims alleged in the operative Complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, or that reasonably could have been alleged in the operative Complaint and Plaintiff’s PAGA notice to the LWDA, and expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Parties about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have «CLASS_WEEKS» Workweeks worked during the Class Period (April 26, 2018, through May 10, 2023).

Based on this information, your estimated Individual Settlement Payment is \$«Est_Class_PMT».

Defendant's records reflect that you have «PAGA_PAY_PERIODS» pay periods worked during the PAGA Period (February 10, 2021, through May 10, 2023).

Based on this information, your estimated Aggrieved Employee Payment is \$«Est_PAGA_PMT».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than February 20, 2024.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC, located at P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700.

The Court will hold a hearing on March 28, 2024, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://www.apexclassaction.com/titanworkforce>.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the PAGA Released Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than February 20, 2024. The address for the Settlement Administrator is 20371 Irvine Avenue, Newport Beach, CA 92660. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Carrillo v. Titan Workforce, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-3036*. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after February 20, 2024, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Carrillo v. Titan Workforce, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-3036*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the

manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than February 20, 2024. The address for the Settlement Administrator is Apex Class Action LLC, located at P.O. Box 54668, Irvine, CA 92619.

The addresses for the Parties' counsel are as follows:

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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 AM on March 28, 2024, at the San Joaquin County Superior Court, Department 10D, located 180 E. Weber Ave., Suite 200, Stockton, CA 95202 before Judge Barbara Kronlund. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (800) 355-0700 or write to ***Carrillo v. Titan Workforce, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-3036***, Settlement Administrator, c/o Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall distribute all funds from such uncashed checks to the California State Controller's Office in the name of the Settlement Class Member or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**AVISO DE ACUERDO DE DEMANDA COLECTIVA PENDIENTE
Y FECHA DE LA AUDIENCIA FINAL**

(Carrillo v. Titan Workforce, Tribunal Superior del Condado de San Joaquín, Caso No. STK-CV-UOE-2022-3036)

**SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS YA SEA QUE USTED ACTÚE O NO.
POR FAVOR LEA ESTE AVISO DETENIDAMENTE.**

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:	
No Hacer Nada y Recibir un Pago	Para recibir un pago en efectivo del Acuerdo, usted no tiene que hacer nada. Su Pago Individual del Acuerdo estimado es: \$«Total_Est_PMT». Vea la explicación a continuación. Después de la aprobación final por parte del Tribunal, el pago se le enviará por correo a la misma dirección que este aviso. Si su dirección ha cambiado, por favor notifique al Administrador del Acuerdo como se explica a continuación. A cambio del Pago Individual del Acuerdo, usted liberará los reclamos contra las Partes Liberadas como se detalla a continuación.
Excluirse	Si usted desea excluirse del Acuerdo, debe enviar una solicitud de exclusión por escrito al Administrador del Acuerdo como se establece a continuación. Si usted solicita una exclusión, no recibirá dinero del Acuerdo. Las instrucciones se detallan a continuación.
Objetar	Usted puede escribir al Tribunal explicando por qué cree que no se debe aprobar el Acuerdo. Las instrucciones se proporcionan a continuación.

1. ¿Por qué recibí este Aviso?

Se ha llegado a un acuerdo propuesto de demanda colectiva (el “Acuerdo”) de esta demanda pendiente en el Tribunal Superior del Estado de California, Condado de San Joaquín (el “Tribunal”) entre el Demandante Alan Carrillo Rodríguez (“Demandante”) y el Demandado Titan Workforce (“Demandado”). El Tribunal ha otorgado la aprobación preliminar del Acuerdo. **Es posible que usted tenga derecho a recibir dinero de este Acuerdo.**

Usted recibió este Aviso de Grupo porque ha sido identificado como Miembro del Grupo, que se define como:

Todos los empleados actuales y anteriores pagados por hora o no exentos del Demandado en California durante el Período del Grupo.

El “Período del Grupo” es el periodo comprendido entre el 26 de abril de 2018 y el 10 de mayo de 2023.

Este Aviso de Grupo explica la demanda, el Acuerdo y sus derechos legales. Es importante que usted lea este Aviso detenidamente ya que sus derechos pueden verse afectados por el Acuerdo.

2. ¿De qué se trata esta demanda colectiva?

El 26 de abril de 2022, el Demandante presentó una Demanda contra el Demandado en el Tribunal Superior del Estado de California, Condado de San Joaquín (la “Acción”). El Demandante afirmó que el Demandado: (a) violó el Código de Negocios y Profesiones de California § 17200 *et seq.*; (b) No pagó el salario mínimo en violación del Código Laboral de California §§ 1194, 1197 y 1197.1; (c) No pagó salarios por horas extras en violación del Código Laboral de California §§ 510, *et seq.*; (d) No proporcionó los periodos de comida requeridos en violación del Código Laboral de California §§ 226.7 y 512, y la Orden Salarial de IWC aplicable; (e) No proporcionó los periodos de descanso requeridos en violación del Código Laboral de California §§ 226.7 y 512, y la Orden Salarial de IWC aplicable; (f) No proporcionó declaraciones salariales detalladas, precisas y completas, en violación del Código Laboral de California § 226; (g) No proporcionó los salarios adeudados en violación del Código Laboral de California §§ 201, 202 y 203; (h) No reembolsó a los empleados los gastos requeridos en violación del Código Laboral de California § 2802; y (i) Violó la Ley del Fiscal General Privado (“PAGA”), Código Laboral Sección 2698, *et seq.*

El Demandado niega y disputa todos los reclamos planteados en la Acción. Específicamente, el Demandado sostuvo (y

continúa sosteniendo) que la Acción no podía mantenerse adecuadamente como una demanda colectiva; que el Demandado pagó adecuadamente a los miembros de la clase todos los salarios y horas extras adeudados; que el Demandado proporcionó a los Miembros del Grupo todos los períodos para comer y descansar legalmente requeridos; que el Demandado pagó a los Miembros del Grupo todos los salarios que se les debían en el momento de sus despidos; que el Demandado reembolsó íntegramente a los Miembros del Grupo todos los gastos requeridos; que el Demandado proporcionó declaraciones de salario detalladas y precisas a los Miembros del Grupo; que el demandado no violó la sección 17200 y siguientes del Código de Negocios y Profesionales de California; y que el Demandado no es responsable de ninguna de las sanciones reclamadas o que podrían reclamarse en la Acción.

El 10 de marzo de 2023, las Partes participaron en una mediación que duró todo el día con Tripper Ortman, Esq., un mediador experimentado en demandas colectivas de salarios y horas y PAGA. La mediación concluyó con un acuerdo después de que las Partes aceptaron la Propuesta del Mediador que quedó plasmada en forma de Memorándum de Entendimiento. El Tribunal otorgó la aprobación preliminar del Acuerdo el 30 de noviembre de 2023. En ese momento, el Tribunal también aprobó preliminarmente al Demandante para actuar como Representante del Grupo, y a las firmas de abogados JCL Law Firm, APC y Zakay Law Group, APLC para actuar como Abogados del Grupo.

3. ¿Cuáles son los términos del Acuerdo?

Monto Total del Acuerdo. El Demandado acordó pagar un monto “todo incluido” de Seiscientos Cincuenta Mil Dólares con Cero Centavos (\$650,000.00) (el “Monto Total del Acuerdo”) para financiar el Acuerdo. El Monto Total del Acuerdo incluye el pago de todos los Pagos Individuales del Acuerdo a los Miembros del Grupo del Acuerdo, el Pago a los Abogados del Grupo, los Costos de Administración del Acuerdo, el Monto de las Sanciones PAGA y el Pago por Servicios del Representante del Grupo al Demandante.

Una vez que la Sentencia sea Final, el Demandado pagará el Monto Total del Acuerdo depositando el dinero ante el Administrador del Acuerdo. “Final” significa la fecha en que la Sentencia ya no está sujeta a apelación, o si se presenta una apelación, la fecha en que se completa el proceso de apelación y se confirma la Sentencia.

Montos a Pagar del Monto Total del Acuerdo. El Acuerdo establece que se realizarán ciertos pagos del Monto Total del Acuerdo, que estarán sujetos a la aprobación final del Tribunal, y que se deducirán del Monto Total del Acuerdo antes de que se realicen los pagos del acuerdo a los Miembros del Grupo, de la siguiente manera:

- Costos de Administración del Acuerdo. Pago al Administrador del Acuerdo, que se estima no excederá \$12,000.00 por gastos, incluidos los gastos de envío de este Aviso, procesamiento de exclusiones y distribución de pagos del acuerdo.
- Pago a los Abogado del Grupo. El Pago a los Abogados del Grupo de una Indemnización de Abogados del Grupo comprendió el pago de los honorarios de los abogados de no más de 1/3 del Monto Total del Acuerdo (actualmente \$216,666.66), más costos y gastos en un monto que no exceda los \$25,000 por todos los gastos incurridos como se documenta en los registros de facturación de los Abogados del Grupo, sujetos a la aprobación del Tribunal. Los Abogados del Grupo han estado procesando la Demanda en nombre del Demandante y del Grupo sobre la base de honorarios de contingencia (es decir, sin haber recibido ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio.
- Pago por Servicios al Representante del Grupo. El Pago por Servicios al Representante del Grupo de hasta Diez Mil Dólares y Cero Centavos (\$10,000.00) al Demandante, o una cantidad menor que pueda ser aprobada por el Tribunal, para compensar sus servicios en nombre del Grupo al iniciar y procesar la Acción, y por los riesgos que asumió.
- Monto por Sanciones PAGA. Un pago de \$30,000.00 relacionado con el reclamo del Demandante bajo la Ley del Fiscal General Privado (“PAGA”), \$22,500.00 de los cuales se pagarán a la Agencia de Desarrollo del Trabajo y la Fuerza Laboral del Estado de California (“LWDA”) y los \$7,500 restantes se distribuirán a los Empleados Agraviados como parte del Monto Neto PAGA.
- Cálculo de Pagos a los Miembros del Grupo del Acuerdo. Después de que todos los pagos anteriores del Pago a los Abogados del Grupo aprobada por el Tribunal, el Pago por Servicios al Representante del Grupo, el Monto de las Sanciones PAGA y los Costos de Administración del Acuerdo se deduzcan del Monto Total del Acuerdo, la parte restante, denominada “Monto Neto del acuerdo”, se distribuirá a los Miembros del Grupo que **no** soliciten una exclusión (“Miembros del Grupo del Acuerdo”). Los Pagos Individuales del Acuerdo se calcularán sumando

el número total de Semanas Laborales para todos los Miembros del Grupo. Las respectivas Semanas Laborales de cada Miembro del Grupo se dividirán por el total de Semanas Laborales de todos los Miembros del Grupo, lo que dará como resultado el Índice de Pago para cada Miembro del Grupo. El Índice de Pago de cada Miembro del Grupo se multiplicará luego por el Monto Neto del Acuerdo para calcular el Pago Individual estimado del Acuerdo de cada Miembro del Grupo. Cada Pago Individual del Acuerdo se reducirá mediante cualquier retención de impuestos a los empleados legalmente obligatoria (por ejemplo, impuestos sobre la nómina de los empleados, etc.). Una “Semana laboral” se define como una semana normal de trabajo de siete días durante el Período del Grupo en el que, según los registros del Demandado, el Miembro del Grupo fue empleado por el Demandado en California, excluyendo las semanas durante las cuales el Miembro del Grupo no realizó ningún trabajo para el Demandado.

- Cálculo de los Pagos de los Empleados Agraviados a los Empleados Agraviados. El Monto Neto PAGA se distribuirá a los Empleados Agraviados independientemente de si se excluyen o optan por no participar. El Monto Neto PAGA se calculará sumando el número total de Períodos de Pago PAGA para todos los Empleados Agraviados durante el Período PAGA. Los respectivos Períodos de pago PAGA para cada Empleado Agraviado se dividirán por el total de Períodos de Pago PAGA para todos los Empleados Agraviados, lo que dará como resultado el "Índice de Pago PAGA" para cada Empleado Agraviado. El Índice de Pago PAGA de cada Empleado Agraviado se multiplicará por el pago del Empleado Agraviado para calcular la parte estimada de cada Empleado Agraviado del Monto de las Sanciones PAGA. “Empleados Agraviados” significa todos los empleados actuales y anteriores del Demandado, remunerados por horas o no exentos, en California durante el Período PAGA. El Período PAGA es el período comprendido entre el 10 de febrero de 2021 y el 10 de mayo de 2023.

Si el Tribunal aprueba el Acuerdo, se le enviará a usted automáticamente por correo un cheque por su Pago Individual del Acuerdo a la misma dirección que este Aviso de Grupo. Usted no tiene que hacer nada para recibir un pago. Si su dirección ha cambiado, debe comunicarse con el Administrador del Acuerdo para informarle de su dirección correcta para asegurarse de recibir su pago.

Asuntos Fiscales. El 20% de cada Pago del Acuerdo Individual se destina a salarios. Se retienen impuestos de este monto, y a cada Miembro del Grupo del Acuerdo se le emitirá un formulario W-2 del Servicio de Impuestos Internos para dicho pago. 80% de cada Pago Individual del Acuerdo se asigna a intereses, multas y otros pagos no salariales, y no se retendrán impuestos, y a cada Miembro del Grupo del Acuerdo se le emitirá un Formulario 1099 del Servicio de Impuestos Internos para dicho pago. Además, no se retendrán impuestos de los Pagos de las Sanciones PAGA a los Empleados Agraviados, y a cada Empleado Agraviado se le emitirá un formulario 1099 del Servicio de Impuestos Internos para dicho pago. Ni los Abogados del Grupo ni los Abogados del Demandado pretenden que nada de lo contenido en este Acuerdo constituya asesoramiento sobre impuestos o tributación. Es posible que usted desee consultar a un asesor fiscal sobre las consecuencias fiscales de los pagos recibidos en virtud del Acuerdo.

Condiciones del Acuerdo. Este Acuerdo está condicionado a que el Tribunal emita una orden que otorgue la aprobación final del Acuerdo y dicte sentencia.

4. ¿Qué libero según el acuerdo?

Liberación por los Miembros del Grupo del Acuerdo. Una vez dictada la sentencia definitiva y la financiación total del Monto Total del Acuerdo por parte del Demandado, el Demandante y los Miembros del Grupo del Acuerdo liberarán todos los reclamos, derechos, demandas, responsabilidades y causas de acción conforme a las leyes estatales, federales o locales, incluidas aquellas conforme a las leyes estatales, federales o locales, incluyendo aquellas que se encuentren bajo el Código Laboral, las Órdenes Salariales, reglamentos y/u otras disposiciones legales, ya sean conocidas o desconocidas, que surjan de los reclamos expresamente presentados en la Demanda, o que razonablemente podrían haberse presentado en la Demanda, con base en las alegaciones fácticas contenidas en las quejas operativas y cartas de PAGA y cualquier enmienda a las mismas, o hechos que se determinaron durante la tramitación de la Acción, incluidas, entre otras, las siguientes categorías: (1) falta de pago de salarios por horas extras; (2) falta de pago de las primas del período de comida; (3) falta de pago de las primas del período de descanso; (4) falta de pago de salarios mínimos; (5) falta de pago oportuno de los salarios al momento del despido; (6) falta de pago oportuno de los salarios durante el empleo; (7) no proporcionar declaraciones salariales conformes; (8) falta de reembolso de los gastos comerciales necesarios; (9) no mantener registros precisos; y (10) violación de la ley de competencia desleal de California derivada de las violaciones del Código Laboral de California descritas anteriormente. Los Reclamos Liberados del Grupo excluyen expresamente todos y cada uno de los reclamos por sanciones civiles que surjan bajo la Ley del Fiscal General Privado del Código Laboral, que se liberan por separado.

Liberación por Parte de los Empleados Agraviados. Las Reclamaciones PAGA Liberadas se liberarán de la siguiente manera. Al dictarse una sentencia definitiva y al financiar en su totalidad el Monto Total del Acuerdo por parte del Demandado, todos los Empleados Agraviados deberán liberar todos los reclamos PAGA alegados en la Demanda operativa y el aviso PAGA del Demandante a la LWDA que ocurrieron durante el Período PAGA, o que razonablemente podrían haberse alegado en la Demanda operativa y en el aviso PAGA del Demandante a la LWDA, y excluye expresamente todos los demás reclamos, incluidos los reclamos por beneficios adquiridos, despido injustificado, seguro de desempleo, discapacidad, seguridad social, compensación laboral y reclamaciones PAGA fuera del período PAGA.

Esto significa que, si usted no se excluye oportuna y formalmente del acuerdo, no puede demandar, continuar demandando ni ser parte de ninguna otra demanda contra el Demandado o las Partes Liberadas sobre las cuestiones legales resueltas por este Acuerdo. También significa que todas las órdenes del Tribunal en esta Acción se aplicarán a usted y le vincularán legalmente.

5. ¿De cuánto será mi pago?

Los registros del Demandado reflejan que usted ha trabajado «CLASS_WEEKS» Semanas Laborales durante el Período del Grupo (del 26 de abril de 2018 al 10 de mayo de 2023).

Según esta información, su Pago del Acuerdo Individual estimado es de \$«Est_Class_PMT».

Los registros del Demandado reflejan que usted tiene «PAGA_PAY_PERIODS» períodos de pago trabajados durante el Período PAGA (del 10 de febrero de 2021 al 10 de mayo de 2023).

Según esta información, su pago estimado de empleado agraviado es de \$«Est_PAGA_PMT».

Si usted desea impugnar la información establecida anteriormente, debe presentar una disputa por escrito y firmada impugnando la información junto con los documentos de respaldo al Administrador del Acuerdo a la dirección proporcionada en este Aviso a más tardar el 20 de febrero de 2024.

6. ¿Cómo puedo obtener un pago?

Para obtener dinero del acuerdo no es necesario que usted haga nada. Se enviará automáticamente un cheque por el pago de su liquidación a la misma dirección que este Aviso. Si su dirección es incorrecta o ha cambiado, debe notificar al Administrador del Acuerdo. El Administrador del Acuerdo es: Apex Class Action LLC, ubicada en P.O. Box 54668, Irvine, CA 92619; Teléfono: (800) 355-0700.

El Tribunal celebrará una audiencia el 28 de marzo de 2024 para decidir si aprueba finalmente el Acuerdo. Si el Tribunal aprueba el Acuerdo y no hay objeciones ni apelaciones, los pagos se enviarán por correo unos meses después de esta audiencia. Si hay objeciones o apelaciones, resolverlas puede llevar tiempo, quizás más de un año. Por favor sea paciente. Después de dictar la Sentencia, el Administrador del Acuerdo notificará la sentencia final a los Miembros del Grupo publicando una copia de la Sentencia en el sitio web del administrador en <https://www.apexclassaction.com/titanworkforce>.

7. ¿Qué pasa si no quiero ser parte del Acuerdo?

Si usted no desea participar en el Acuerdo, puede optar por no participar en el Acuerdo o “Excluirse”. **Si usted opta por no participar, NO recibirá dinero del Acuerdo y no estará obligado por sus términos, excepto lo dispuesto a continuación.** Independientemente de si usted se excluye del Acuerdo o decide “Excluirse”, estará obligado por la Liberación PAGA, se considerará que ha renunciado a las Reclamaciones PAGA Liberadas y recibirá una parte del Monto Neto PAGA.

Para optar por no participar, debe enviar al Administrador del Acuerdo, por correo de primera clase, una solicitud de exclusión escrita, firmada y fechada con matasellos a más tardar el 20 de febrero de 2024. La dirección del Administrador del Acuerdo es 20371 Irvine Avenue, Newport Beach, CA 92660. La solicitud de exclusión debe indicar en esencia: “Deseo excluirme del acuerdo de la demanda colectiva titulada ***Carrillo v. Titan Workforce, Tribunal Superior del Condado de San Joaquín, Caso No. STK-CV-UOE-2022-3036***. Entiendo que, al solicitar ser excluido del Acuerdo, no recibiré ningún dinero del Acuerdo descrito en este Aviso”. La solicitud de exclusión debe contener su nombre, dirección, firma y los últimos cuatro dígitos de su Número de Seguro Social para fines de verificación. La solicitud de exclusión debe estar firmada por usted. Ninguna otra persona puede excluirse a nombre de un Miembro del Grupo.

Las solicitudes de exclusión por escrito que tengan matasellos posterior al 20 de febrero de 2024, o que estén incompletas o sin firmar serán rechazadas, y esos Miembros del Grupo seguirán obligados por el Acuerdo y la exención descrita anteriormente.

8. ¿Cómo le digo al Tribunal que me gustaría Objetar al Acuerdo?

Cualquier Miembro del Grupo que no se haya excluido y crea que el Tribunal no debería aprobar definitivamente el Acuerdo por cualquier motivo, puede objetar al Acuerdo propuesto. Las objeciones pueden realizarse por escrito e indicar el nombre del Miembro del grupo, dirección actual, número de teléfono y describir por qué cree que el Acuerdo es injusto y si tiene intención de comparecer en la audiencia de aprobación final. Todas las objeciones escritas u otra correspondencia también deben indicar el nombre y el número del caso, que es ***Carrillo v. Titan Workforce, Tribunal Superior del Condado de San Joaquín, Caso No. STK-CV-UOE-2022-3036***. También puede objetar sin presentar una objeción por escrito al presentarse en la audiencia de aprobación final programada como se describe en la Sección 9 a continuación.

Para objetar al Acuerdo, usted no puede excluirse. Si el Tribunal aprueba el Acuerdo, usted estará obligado por los términos del Acuerdo de la misma manera que los Miembros del Grupo que no se oponen. Cualquier Miembro del Grupo que no objete en la forma prevista en este Aviso de Grupo habrá renunciado a cualquier objeción al Acuerdo, ya sea mediante apelación o de otro modo.

Las objeciones por escrito deben entregarse o enviarse por correo al Administrador del Acuerdo a más tardar el 20 de febrero de 2024. La dirección del Administrador del Acuerdo es Apex Class Action LLC, ubicada en P.O. Box 54668, Irvine, CA 92619.

Las direcciones de los abogados de las Partes son las siguientes:

Abogado del Grupo:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
Correo electrónico:
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Co-abogado del Demandado:

Timothy B. Del Castillo, Esq.
Lisa Bradner, Lic.
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Co-abogado del Demandado:

[Avalon Johnson Fitzgerald, Esq.](#)
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Auburn, CA 95603
Teléfono: (530) 885-8500
Fax: (530) 885-8113
Correo electrónico: afitzgerald@rtwlawllp.com

9. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?

El Tribunal celebrará una Audiencia de Aprobación Final a las 9:00 a. m. del 28 de marzo de 2024 en el Tribunal Superior del Condado de San Joaquín, Departamento 10D, ubicado en 180 E. Weber Ave., Suite 200, Stockton, CA 95202, ante la jueza Barbara Kronlund. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado. El propósito de esta audiencia es que el Tribunal determine si otorga la aprobación final al Acuerdo. Si hay objeciones, el Tribunal las considerará. El Tribunal escuchará a las personas que hayan presentado una solicitud escrita oportuna para hablar en la audiencia o que comparezcan a la audiencia para objetar. El tribunal puede reprogramar esta audiencia sin darle a usted previo aviso. **No es necesario que usted asista** a la Audiencia de Aprobación Final, aunque cualquier Miembro del Grupo puede asistir a la audiencia.

10. ¿Cómo obtengo más información sobre el Acuerdo?

Usted puede llamar al Administrador del Acuerdo al (800) 355-0700 o escribir al Administrador del Acuerdo de ***Carrillo v. Titan Workforce, Tribunal Superior del Condado de San Joaquín, Caso No. STK-CV-UOE-2022-3036***, c/o Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619.

Este aviso resume el acuerdo propuesto. Más detalles se encuentran en el Acuerdo de Conciliación. Usted puede recibir una copia del Acuerdo de Conciliación, la Sentencia Final u otros documentos del Conciliación escribiendo a JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

POR FAVOR NO LLAME AL TRIBUNAL SOBRE ESTE AVISO.

IMPORTANTE:

- Usted debe informar al Administrador del Acuerdo sobre cualquier cambio de dirección para garantizar la recepción de su pago del acuerdo.
- Los cheques del Acuerdo serán nulos y quedarán sin efecto 180 días después de su emisión si no se depositan o cobran. En tal caso, el Administrador del Acuerdo distribuirá todos los fondos de dichos cheques no cobrados a la Oficina del Contralor del Estado de California a nombre del Miembro del Grupo del Acuerdo o del Empleado Agravado. Si su cheque se pierde o se extravía, usted debe comunicarse con el Administrador del Acuerdo de inmediato para solicitar un reemplazo.