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

ARMANDO IBARRA, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

HTI POLYMER, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants

Case No.: CIVSB2313418

CLASS AND REPRESENTATIVE ACTION

[Hon. Jessica Morgan, Dept. S-26]
Christian Towns

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

[Filed with Plaintiff's Notice of Motion and
Motion for Preliminary Approval of Class
Action and PAGA Settlement, and the
Declarations of Kane Moon, Lisa Mullins, and
Plaintiff Armando Ibarra]

PRELIMINARY APPROVAL HEARING:

Date: July 16, 2025

Time: 8:30 a.m.

Dept.: S-26

Action Filed: June 12, 2023

Trial Date: Not set

1 The Court has before it Plaintiff's Motion for Preliminary Approval of Class Action and
2 PAGA Settlement. Having reviewed the Motion, the accompanying Memorandum of Points and
3 Authorities, the supporting Declarations of Kane Moon, Plaintiff Armando Ibarra ("Plaintiff"),
4 and Lisa Mullins, and good cause appearing,

5 **IT IS HEREBY ORDERED AS FOLLOWS:**

6 1. The Court grants preliminary approval of the proposed Settlement and the Class
7 based upon the terms set forth in the Class Action and PAGA Settlement Agreement (the
8 "Settlement") attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff's
9 Motion for Preliminary Approval of Class Action and PAGA Settlement. The Court finds on a
10 preliminary basis that the Settlement appears to be fair, adequate, and reasonable, and in the best
11 interest of the Class; therefore, the Settlement meets the requirements for preliminary approval.
12 The Court also preliminarily finds that the terms of the Settlement appear to be within the range
13 of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable
14 law.

15 2. The Court, for purposes of this Order, hereby refers to and adopts all terms and
16 definitions as set forth in the Settlement.

17 3. The Court notes that Defendant HTI Polymer, Inc. ("Defendant") (together with
18 Plaintiff, the "Parties") agreed to create a common, non-reversionary gross fund of \$175,000.00
19 (the "Gross Settlement Amount"), subject to an escalator clause and in addition to Defendant's
20 employer's payroll taxes owed on the wage portions of Individual Class Payments, to cover (a)
21 Individual Class Payments to Participating Class Members; (b) a Class Counsel Fees Payment, not
22 to exceed one-third of the Gross Settlement Amount, currently estimated at \$58,333.33; (c) a Class
23 Counsel Litigation Expenses Payment, for reimbursement of actual litigation costs not to exceed
24 \$25,000.00; (d) an Administration Expenses Payment of up to \$8,000.00; (e) a PAGA Settlement
25 Payment of \$10,000.00 for settlement of claims for civil penalties under the Private Attorneys
26 General Act, Labor Code Sections 2698, *et seq.* ("PAGA"), to be distributed as 25% (\$2,500.00)
27 to the Aggrieved Employees and 75% (\$7,500.00) to the California Labor and Workforce
28 Development Agency (the "LWDA"); and (f) a Class Representative Service Payment of not more

1 than \$5,000.00 to Plaintiff. These terms appear to fall within the range of reasonableness of a
2 settlement which could ultimately be given final approval by this Court, subject only to any
3 objections that may be raised at the Final Approval Hearing and final approval by this Court

4 4. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
5 reasonable to the Class Members when balanced against the probable outcome of further litigation
6 relating to class certification, liability and damages issues, and potential appeals; (2) significant
7 informal discovery, investigation, research, and litigation have been conducted such that counsel
8 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
9 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
10 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
11 of serious, informed, adversarial, and arm's length negotiations between the Parties. Accordingly,
12 the Court preliminarily finds that the Settlement was entered into in good faith and meets the
13 requirements for preliminary approval.

14 5. A final approval hearing on the question of whether the proposed Settlement,
15 including the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
16 Counsel Litigation Expenses Payment, the PAGA Settlement Payment, and the Class
17 Representative Service Payment, should be finally approved as fair, reasonable, and adequate as
18 to the members of the Class is hereby set in accordance with the implementation schedule set forth
19 below.

20 6. The Court provisionally certifies, for settlement purposes only, the following class:
21 all persons who were hourly-paid, non-exempt employees of Defendant in the State of California
22 at any time during the Class Period (the "Class" or "Class Members"). The "Class Period" is from
23 June 12, 2019 to December 23, 2024. Excluded from the Class are all Class Members who submit
24 a valid and timely Request for Exclusion from the Settlement.

25 7. Aggrieved Employees include all hourly-paid, non-exempt employees of
26 Defendant who worked in California during the PAGA Period. The "PAGA Period" is from June
27 12, 2022 to December 23, 2024.

28 8. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and

1 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
2 Members, and Class Counsel will release claims against all Released Parties as follows:

3 a. **Plaintiff's Release.** In addition to the Released Class Claims and Released PAGA Claims
4 described below, Plaintiff and their respective former and present spouses, representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties
6 from all claims, demands, rights, liabilities and causes of action of every nature and description
7 whatsoever, whether known or unknown, asserted or that might have been asserted, whether in tort,
8 contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to,
9 or in connection with any act or omission of the Released Parties through the date of full execution of
10 this Settlement Agreement in connection with his or her employment or the termination thereof
11 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce the
12 Settlement, or to those rights that as a matter of law cannot be waived, including, but not limited to any
13 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or
14 workers' compensation benefits that arose at any time. Plaintiff acknowledges that he may discover facts
15 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
16 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
17 notwithstanding such different or additional facts or Plaintiff's discovery of them.

18 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's
19 Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of
20 section 1542 of the California Civil Code, which reads:

21 A general release does not extend to claims that the creditor or releasing
22 party does not know or suspect to exist in his or her favor at the time of
23 executing the release, and that if known by him or her would have materially
24 affected his or her settlement with the debtor or Released Party.

25 b. **Release by Participating Class Members.** All Participating Class Members on
26 behalf of themselves and their respective former and present representatives, agents, attorneys,
27 heirs, administrators, successors, and assigns, release Released Parties from all claims that
28 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
Complaint that arose during the Class Period, including the following claims under the

1 California Labor Code and Business & Professions Code: (a) failure to pay all overtime wages
2 owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods or to pay
3 premium wages for non-compliant meal periods; (d) failure to authorize and permit rest breaks
4 or to pay premium wages for non-compliant rest breaks; (e) failure to issue accurate, itemized
5 wage statements and maintain payroll records; (f) failure to pay all wages due upon separation
6 of employment; (g) failure to reimburse for necessary business expenses; (h) failure to pay paid
7 sick leave; (i) unfair business practices ; and (j) any penalties, interest or attorneys' fees
8 associated with all of such causes of action under California law ("Released Class Claims").
9 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release
10 any other claims, including claims for vested benefits, wrongful termination, violation of the
11 Fair Employment and Housing Act, unemployment insurance, disability, social security,
12 workers' compensation, or claims based on facts occurring outside the Class Period.

13 c. **Release by Aggrieved Employees.** All Aggrieved Employees, including Non-
14 Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf
15 of themselves and their respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties
17 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
18 stated in the Operative Complaint or Plaintiff's PAGA Notice("Released PAGA Claims").

19 d. "Released Parties" means Defendant and each of its former and present directors, officers,
20 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
21 affiliates, managers, employees, agents, representatives, partners, investors, administrators, parent
22 companies, DBAs, divisions, and joint venturers.

23 9. The Court finds, for settlement purposes only, that the Class meets the
24 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
25 the Class is ascertainable and so numerous that joinder is impractical; (2) there are questions of
26 law and fact that are common, or of general interest, to all Class Members, which predominate
27 over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4)
28 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;

1 and (5) a class action is superior to other available methods for the fair and efficient adjudication
2 of the controversy.

3 10. The Court appoints, for settlement purposes only, Plaintiff as the Class
4 Representative. The Court approves, on a preliminary basis, payment of a Class Representative
5 Service Payment from the Gross Settlement Amount of up to \$5,000.00 to Plaintiff, in addition to
6 the amount Plaintiff is eligible to receive as a Class Member, for his contributions and
7 participation in the litigation, for the risks and duties attendant to his role as the Class
8 Representative, and for his general release of claims, both known and unknown, and waiver of
9 section 1542 rights. To the extent the final amount awarded is less than the amount requested, the
10 Administrator shall retain the remainder in the Net Settlement Amount.

11 11. The Court appoints, for settlement purposes only, Plaintiff's counsel, Moon Law
12 Group, PC, as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability
13 to request attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently
14 estimated to be \$58,333.33, as well as reimbursement for actual costs not to exceed \$25,000.00.
15 To the extent the final amount awarded is less than the amount requested, the Administrator shall
16 allocate the remainder to the Net Settlement Amount.

17 12. The Court appoints ILYM Group, Inc. as the Administrator with payment from the
18 Gross Settlement Amount for reasonable administration costs not to exceed \$8,000.00, except
19 upon a showing of good cause and as approved by the Court. To the extent the final amount
20 awarded is less than the amount requested, the Administrator shall allocate the remainder to the
21 Net Settlement Amount. The Administrator shall perform services and duties as provided for in
22 the Settlement, including, but not limited to, issuing checks for the Individual Class Payments
23 and/or Individual PAGA Payments and sending them to the Class Members via First-Class U.S.
24 Mail. Class Members shall not be required to submit a claim form in order to receive individual
25 settlement payments.

26 13. The Court approves, as to form and content, the Class Notice attached to the
27 Settlement as Exhibit A, which is also attached hereto as **Exhibit 1** and incorporated by reference
28 into this Order. The Court finds, on a preliminary basis, that the plan for distribution of the Class

1 Notice satisfies due process, provides the best notice practicable under the circumstances, and
2 constitutes due and sufficient notice to all persons entitled thereto.

3 14. The Court orders the following implementation schedule:

4 Defendant to provide the Administrator 5 with the Class Data	Within 14 calendar days after preliminary approval is granted
6 Administrator to mail the Class Notice	Within 14 calendar days after receiving 7 the Class Data
8 Response Deadline	Within 60 calendar days after mailing 9 of the Class Notice (plus 14 calendar days for any re-mailed Notices)
10 Deadline to file Motion for Final 11 Approval	At least 16 court days before the Final Approval Hearing: 12 <u>10/30</u> , <u>2025</u>
13 Final Approval Hearing	<u>Nov 19</u> , <u>2025</u> , at <u>8:30 am</u> in 14 Department S-26 of the San Bernardino 15 County Superior Court

16
17 15. Class Members who wish to exclude themselves from the Settlement must send the
18 Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than by the Response
19 Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). In the Request
20 for Exclusion, Class Members should state his or her name, address, and email address or telephone number,
21 as well as a statement that reasonably communicates the Class Member's election to be excluded from the
22 Settlement. However, the Administrator may not reject a Request for Exclusion as invalid because it fails
23 to contain all the information specified herein and in the Class Notice as long as the Administrator can
24 reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be
25 excluded.

26 16. Class Members who wish to object to the class action components of the Settlement,
27 including the amounts requested for Class Counsel Fees Payment, Class Counsel Litigation Expenses
28 Payment and/or Class Representative Service Payment, may send written objections to the Administrator

1 by fax, email, or mail by the Response Deadline (plus an additional 14 days for Class Members whose Class
2 Notice is re-mailed). In the written objection, Class Members should include his or her full name, contact
3 information, the case name and/or number, and a description of the nature of and basis for objection.
4 Alternatively, Class Members who wish to object may appear, or hire an attorney to appear, in Court to
5 present verbal objections at the Final Approval Hearing. Only Participating Class Members may object to
6 the class action components of the Settlement. Plaintiff and Defendant have the right to respond to any
7 objections raised by a Participating Class Member and may file responsive documents in Court no later than
8 five court days prior to the Final Approval Hearing.

9 17. Class Members may challenge the number of Workweeks and/or Pay Periods allocated to
10 the Class Member in the Class Notice by communicating with the Administrator via fax, email, or mail by
11 the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). If
12 the Class Member does not provide documentation supporting his or her challenges to the calculation of
13 Workweeks and/or Pay Periods, the Administrator is entitled to presume that the Workweeks and/or Pay
14 Periods contained in the Class Notice are correct so long as they are consistent with the Class Data.

15 18. As part of the Motion for Final Approval, Class Counsel shall submit a declaration and/or
16 briefs in support of the requested fee award and addressing any written objections made and file a
17 declaration by the Administrator attesting to its compliance with all of its obligations under the Settlement,
18 including the mailing and re-mailing of the Class Notice and stating the Requests for Exclusion and written
19 objections it received.

20 19. The Court reserves the right to continue the date of the Final Approval Hearing without
21 further notice to Class Members.

22 20. The Court further orders that, pending further order of this Court, all proceedings in this
23 litigation, except those contemplated herein and in the Settlement, are stayed.

24 21. The Settlement is preliminarily approved but is not an admission by Defendant of the
25 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of law.
26 Neither the Settlement nor any related document shall be offered or received in evidence in any civil,
27 criminal, or administrative action or proceeding other than as may be necessary to consummate or
28 enforce the Settlement.

22. The obligations set forth in the Settlement are deemed part of this Order, and the Parties and Administrator are ordered to carry out the Settlement according to its terms and provisions.

IT IS SO ORDERED.

DATED:

7/16/2025

 **Christian Towns**
The Honorable **Jessica Morgan**
Judge of the Superior Court, San Bernardino County

EXHIBIT 1

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Armando Ibarra v. HTI Polymer, Inc.

The Superior Court of California, County of San Bernardino, Case No. CIVSB2313418

You may be entitled to receive a payment from a class action settlement if you worked for HTI Polymer, Inc. in California as an hourly-paid, non-exempt employee at any time during the period June 12, 2019 through December 23, 2024.

The Superior Court of California approved this notice. This is not a solicitation from a lawyer. You are not being sued.

PLEASE READ THIS NOTICE.

Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the "Court" (the Superior Court of California, County of San Bernardino) finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a "Request for Exclusion" (a Class Member's submission of a written request to be excluded from the class portion of the Settlement signed by the Class Member), you will not receive a settlement payment. Aggrieved Employees (defined below) cannot opt out of the PAGA portion of the proposed Settlement and will receive their "Individual PAGA Payments" (the Aggrieved Employees' pro rata share of the 25% of the PAGA Settlement Payment calculated according to the number of pay periods worked during the PAGA Period) even if they opt out of the class settlement.
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the "Administrator," ILYM Group, Inc., a neutral third-party administrator mutually chosen by the Parties and approved by the Court). Any written objections will be provided to the Court. You may also offer your oral comments at the "Final Approval Hearing" (the Court's hearing on the motion for final approval of the Settlement). In order to object, you must not have excluded yourself from the Settlement.

1. Why should you read this notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Armando Ibarra v. HTI Polymer, Inc.*, the Superior Court of California, County of San Bernardino, Case No. CIVSB2313418 (the “Action”). Plaintiff Armando Ibarra (“Plaintiff” or “Class Representative”) has sued HTI Polymer, Inc. (“Defendant”), claiming that Defendant violated California law by purportedly failing to pay minimum wages, failing to pay overtime compensation, failing to provide meal periods, failing to authorize and permit rest breaks, failing to indemnify necessary business expenses, failing to timely pay final wages at termination, failing to provide accurate itemized wage statements, and violating the California Business and Professions Code and the Private Attorneys General Act (“PAGA”).

The Court has granted preliminary approval of a “Settlement Class” defined as follows:

All persons who worked for Defendant in California as an hourly-paid, non-exempt employee during the period from June 12, 2019 through December 23, 2024.

The Court has also granted preliminary approval of a “PAGA Group” defined as follows:

All persons who worked for Defendant in California as an hourly, non-exempt employee during the period from June 12, 2022 through December 23, 2024.

Defendant’s employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to in this Notice of Class and PAGA Action Settlement [“Notice”] as a “Class Member”) and possibly a member of the PAGA Group (referred to in this Notice as a “Aggrieved Employee”). The Court directed that this Notice be sent to all Class Members and Aggrieved Employees to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Class Members who have not opted out of the Settlement and to all Aggrieved Employees.

This Notice explains the Action, the Settlement, your legal rights and options, what benefits are available and how to get them.

2. What is this Lawsuit about?

On June 12, 2023, Plaintiff filed a class action complaint against the Defendant alleging several violations of California wage and hour laws. Plaintiff’s complaint alleges that the Defendant: (1) failed to pay at least the minimum wage for hours worked; (2) failed to pay overtime wages; (3) failed to provide compliant meal periods or compensation in lieu thereof; (4) failed to provide compliant rest periods or compensation in lieu thereof; (5) failed to reimburse necessary business expenses; (6) failed to timely pay wages at the time of separation; (7) failed to provide accurate wage statements; and (8) violated California’s Unfair Competition Law. On October 8, 2024, Plaintiff amended his complaint to add a cause of action which alleges that Defendant owes civil penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2699, *et seq.*

Defendant vigorously denies all the claims and contentions made in the Action and maintains that it fully complied with the law. However, Defendant has agreed to settle the Action to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the “Parties” (Plaintiff and Defendant) to avoid the risk and uncertainty of trial and any subsequent appeal, and all Class Members who have not opted out of the Settlement will receive compensation and all Aggrieved Employees will receive compensation. The Settlement is not an admission of liability by Defendant. The Class Representative and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

4. What are the terms of the Settlement?

Defendant will pay One Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00) to settle the Action (the “Gross Settlement Amount”). The Gross Settlement Amount includes: (a) all “Individual Class Payment” (the Participating Class Members’ pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period) to Participating Class Members; (b) “Class Representative Service Payment” (the payment to Plaintiff for initiating the Action and providing services in support of the Action) to Plaintiff; (c) Class Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency (“LWDA”) for civil penalties brought under PAGA; (e) all Individual PAGA Payments to the Aggrieved Employees; and (f) the reasonable fees and costs of the Administrator. Defendant will pay its portion of all payroll taxes resulting from the Settlement in addition to the Gross Settlement Amount.

The Court has preliminarily approved the following payments from the Gross Settlement Amount. Class Counsel will request that the Court award Class Counsel one-third (33 1/3%) of the Gross Settlement Amount (currently estimated to be \$58,333.33) in attorneys’ fees and up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in out-of-pocket litigation costs, up to Eight Thousand Dollars and Zero Cents (\$8,000.00) to the third-party Administrator for “Administration Expenses Payment” (the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in administering the Settlement), and up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for the Class Representative Service Payment in recognition of his time and service to the Class in pursuing the Action and in fulfilling his obligations as the Class Representative. Additionally, the Settlement provides for a payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) (the “PAGA Settlement Payment”) to resolve Aggrieved Employees’ claims under PAGA, 25% (\$2,500.00) of which will be distributed to the Aggrieved Employees as Individual PAGA Payments and 75% (\$7,500.00) will be paid to the LWDA. This allocation of the PAGA Settlement Payment is required by California law. The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the “Net Settlement Amount”—will be distributed to those Class Members who have not opted out of the Settlement (the “Participating Class Members”). No portion of the Gross Settlement Amount will be returned to Defendant.

5. How much can I expect to receive?

Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount based on the number of Workweeks (defined as any week during which a Class Member worked for Defendants for at least one day during the Class Period) the person worked for Defendant as an hourly-paid, non-exempt employee during the “Class Period,” defined as the period of time from June 12, 2019 through December 23, 2024. Any Workweek in which a Class Member worked at least one day shall be counted as a Workweek.

To calculate a Participating Class Member's Individual Class Payment, the Net Settlement Amount will be divided by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member's Workweeks.

Your compensable Workweeks are: <<Workweeks>>

Your Estimated Individual Class Payment is: \$<<Est.ClassPaymentAmt>>

All settlement payments are subject to taxation. Each Individual Class Payment will be allocated as follows: (a) 15% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes; and (b) 85% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Individual Class Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Individual Class Payment allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Individual Class Payment checks, the Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Individual Class Payment. Defendant will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Individual Class Payment.

Please note that each Participating Class Member will be responsible for his or her share of taxes attributable to the receipt of an Individual Class Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Participating Class Members should consult with their tax advisors concerning the tax consequences of the Individual Class Payment they receive under the Settlement.

Each Aggrieved Employee will receive a *pro rata* share of the Individual PAGA Payments based on the number of Pay Periods (defined as any pay period in which an Aggrieved Employee performed work for Defendant at least one day during the PAGA Period) the person worked for Defendant as an hourly-paid, non-exempt employee during the "PAGA Period", defined as the period of time from June 12, 2022 through December 23, 2024. Any Pay Period in which an Aggrieved Employee worked at least one day shall be counted as a Pay Period.

To calculate an Aggrieved Employee's Individual PAGA Payment, the Individual PAGA Payment will be divided by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's Pay Periods.

Your compensable Pay Periods are: <<PayPeriods>>

Your estimated Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each Aggrieved Employee will receive an IRS Form-1099 for his or her Individual PAGA Payment, unless said payment is less than or equal to \$600.00.

The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members and Aggrieved Employees should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of Workweeks and/or Pay Periods you worked as an hourly-paid, non-

exempt employee during the Class Period and/or PAGA Period is based on Defendant's records. To dispute this number of Workweeks and/or Pay Periods credited to you, you must send written notice to the Administrator via mail, email, or fax. Your written dispute should include supporting documentation, such as pay stubs or other records showing your time worked for Defendant. You have 60 days after the Administrator mails this Notice (plus an additional 14 days for Class Members whose Notice is re-mailed) to challenge the number of Workweeks and Pay Periods (if any) allocated to you in this Notice. To be timely, your written dispute of Workweeks and/or Pay Periods worked must be faxed, emailed, or postmarked on or before [REDACTED], 2025. Section 14 of this Notice has the Administrator's contact information.

Defendant's records will be presumed correct unless you prove otherwise by credible evidence. The Administrator will make the final decision as to how many Workweeks and/or Pay Periods should be credited to the Participating Class Member and/or Aggrieved Employee and report the outcome to the Participating Class Member and/or Aggrieved Employee. The Administrator's decisions will be final and non-appealable. If you opt-out of the Settlement Class, you cannot challenge your Workweek computation.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Individual Class Payment and/or Individual PAGA Payment. Just watch your mail for a check and cash it when you get it.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their Individual Class Payments only after the Court grants final approval to the Settlement and after any appeals are resolved. Aggrieved Employees will also receive their Individual PAGA Payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Participating Class Members and/or Aggrieved Employees who did not cash their checks until such time they claim their property.

Change of address. It is your responsibility to keep a current address on file with the Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Administrator. The Administrator can be reached at (800) ###-####, or at the address provided below.

8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a judgment will be entered by the Court. Upon the date the judgment becomes final and Defendant's funding of the Gross Settlement Amount, all Participating Class Members shall release the "Released Parties" (Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, managers, employees, agents, representatives, partners, investors, administrators, parent companies, DBAs, divisions, and joint venturers) from the Released Class Claims for the Class Period.

Specifically, the Settlement provides: "All Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that arose during the Class Period, including the following claims under the California Labor Code and Business & Professions Code: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods or to pay premium wages for non-compliant meal periods; (d) failure to authorize and permit rest breaks or to pay premium wages for non-compliant rest breaks; (e) failure to issue accurate, itemized wage statements and maintain payroll records; (f) failure to pay all wages due upon separation of employment; (g) failure to reimburse for necessary business expenses; (h) failure to pay paid sick leave; (i) unfair business practices ; and (j) any penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims"). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period."

Any Class Member who does not request exclusion by the applicable deadline (stated in Section 9 of this Notice) will be considered to have accepted the release and to have waived any and all of the Released Class Claims against the Released Parties.

If the Settlement is approved by the Court, a judgment will be entered by the Court. Upon the date the judgment becomes final and Defendant's funding of the Gross Settlement Amount, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, shall release the Released Parties from the Released PAGA Claims.

The "Released PAGA Claims" are defined as all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or Plaintiff's PAGA notice to the LWDA ("Released PAGA Claims"). All Aggrieved Employees will be deemed to release the Released PAGA Claims regardless of their decision to participate in the Settlement.

9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Class Payment automatically if the Settlement is finally approved by the Court. If applicable, you will receive your Individual PAGA Payment automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Settlement.** If you do not want to be part of the class action portion of the Settlement ("Class Settlement"), you can request to be excluded from the Class Settlement by mailing a written Request for Exclusion to the Administrator via mail, email, or fax. If you exclude yourself, you will not receive your Individual Class Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. In your Request for Exclusion, you should include: (1) your full name, mailing address, and email or telephone number; (2) a clear statement that you wish to opt out of or be excluded from the Settlement in *Armando Ibarra v. HTI Polymer, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2313418; and (3) your signature. You should also include any changes to your contact information so that the Administrator can contact you to clarify any uncertainties with your exclusion request. To be timely, a Request for Exclusion must be postmarked, emailed, or faxed on or before [REDACTED], 2025. Section 14 of this Notice has the Administrator's contact information.

If applicable, you may not exclude yourself from the PAGA Group, will be sent your Individual PAGA Payment,

and will be bound by the Released PAGA Claims.

c. **Object to the Settlement.** If you're a Class Member, you can object to the Class Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Class Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive your Settlement payment as a Class Member.

To object, you may submit a written objection to the Administrator, via mail, email, or fax, stating why you object to the Class Settlement. Alternatively, you may simply appear at the Final Approval Hearing set for [REDACTED], 2025, at [REDACTED] a.m./p.m. in Department S-26 of the San Bernardino Superior Court, located at 247 West 3rd Street, San Bernardino, CA 92415, and discuss your objection with the Court and the Parties at your own expense. If you choose to submit a written objection, you should include your full name and the case name and number (e.g., *Armando Ibarra v. HTI Polymer, Inc.*, San Bernardino Superior Court, Case No. CIVSB2313418), as well as a description of the nature of and basis for the objection. You are also encouraged to submit copies of any supporting documents, if any. You should also include any change to your contact information so that the Administrator can contact you to clarify any uncertainties with your objection. To be timely, a written objection must be postmarked, emailed, or faxed on or before [REDACTED], 2025. Section 14 of this Notice has the Administrator's contact information.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you may not submit a Request for Exclusion.

10. Who are the attorneys representing the Parties?

The Court has appointed the following lawyers as "Class Counsel" to represent all Class Members and Aggrieved Employees:

Kane Moon, Esq.
Allen Feghali, Esq.
Julie Sohyun Oh, Esq.
MOON LAW GROUP, PC
725 South Figueroa Street, 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: joh@moonlawgroup.com

You will not be charged for these lawyers.

11. How will Class Counsel for the Class Members and the Aggrieved Employees be paid?

All payments for Class Counsel's attorneys' fees and costs will be made from the Gross Settlement Amount. Class Counsel intends to request an award of attorneys' fees up to one-third (33 1/3%) of the Gross Settlement Amount (currently estimated to be \$58,333.33), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Class Counsel has been prosecuting this Action on behalf of Plaintiff, the Class Members, and the Aggrieved Employees on a contingency fee basis (that

is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

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

The Court has preliminarily approved the Settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Court will hold the Final Approval Hearing on _____, 2025, at _____ a.m., in Department S26 of the San Bernardino County Superior Court located at 247 West Third Street, San Bernardino, California 92415, before the Honorable Christian Towns. At the Final Approval Hearing, the Court will rule on Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service Payment, and the Administration Expenses Payment.

You are not required to attend the Final Approval Hearing, although any Class Member and/or Aggrieved Employee is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice. If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a judgment and order granting final approval of the Settlement ("Final Judgment"). A copy of the Final Judgment will be included in the mail containing your settlement payment check. You can also obtain a copy of the Final Judgment by contacting the Administrator at 1-800-###-#### or on the settlement website at WEBSITE URL.

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendant approves the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to the Class Settlement will not affect your employment with Defendant or Defendant's treatment of you as a former or current employee.

14. What is the Administrator's address?

Any Request for Exclusion, written objection, address change request, and all other correspondence intended for the Administrator must be mailed, emailed, or faxed to the Administrator at the following mailing address, email address, or fax number:

ILYM Group, Inc.

E-mail: _____
Telephone: _____
Fax: _____

15. How can I get additional information?

If you have questions, you can call the Administrator at _____ and/or Class Counsel. You can also obtain more information and documents relating to the Settlement on the settlement website at WEBSITE URL. If you wish to review the Court's docket in this case, you can access the case docket by searching the case number (CIVSB2313418) on <https://cap.sb-court.org>.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT

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