

# **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

***Salgado v. Lifetime Solutions, Inc.***

San Bernardino County Superior Court, Case Nos. CIVSB2117457 & CIVSB2117454

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

**To: All current and former non-exempt employees of Lifetime Solutions, Inc. who were employed by Lifetime Solutions, Inc. in the state of California at any time between June 17, 2017, and January 29, 2024.**

## **BASIC INFORMATION**

### **1. What Is This Settlement About?**

A lawsuit was commenced by Alejandro Salgado (“Plaintiff”), former employee of Lifetime Solutions, Inc. (“Defendant”), on June 17, 2021. On May 31, 2024, Plaintiff filed a First Amended Complaint to add a cause of action under the California Private Attorneys General Act of 2004 (“PAGA”). The cases are currently pending in the San Bernardino County Superior Court, Case Nos. CIVSB2117457, and CIVSB2117454 (the “Lawsuits”).

The Lawsuits claim that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wage for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the PAGA. The Lawsuits allege that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties, and restitution. Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the Lawsuits.

### **2. Why Is This A Class Action?**

In a class action, one or more people called the Class Representative (in this case, Alejandro Salgado) sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, the court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The San Bernardino County Superior Court (“Court”) is in charge of this class action.

### **3. Why Is There A Settlement?**

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”).

## **WHO IS IN THE SETTLEMENT?**

### **4. How Do I Know If I Am Part Of The Settlement?**

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt employee in the state of California at any time between June 17, 2017, and January 29, 2024 (the “Class Period”).

You are part of the Settlement, and a PAGA Member, if you were employed by Defendant as a non-exempt employee in the state of California at any time between April 12, 2020, and March 19, 2024 (the “PAGA Period”).

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What Does The Settlement Provide?

The Settlement provides that Defendant will pay a maximum amount of Nine Hundred Thousand Dollars (\$900,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Three Hundred Fifteen Thousand Dollars (\$315,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty-Five Thousand Dollars (\$35,000.00);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff Alejandro Salgado;
- D. **Settlement Administration Costs** in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000.00); and
- E. **PAGA Penalties** in the amount of Seventy-Five Thousand Dollars (\$50,000.00) for the settlement of claims arising under PAGA. Seventy-five percent (75%) of this amount (\$37,500.00) shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$12,500.00) will be distributed to PAGA Members.

The amount you are eligible to receive from the Settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a non-exempt employee of Defendant between June 17, 2017, and January 29, 2024 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Penalties.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages; forty percent (40%) shall be allocated as interest; and forty percent (40%) shall be allocated as penalties. The wage portion of the Individual Settlement Payment will be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on a W-2 Form. Both employee and employer-side payroll taxes on the wage portion of Individual Settlement Payments shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment shall be subject to all authorized and required withholdings other than the tax withholdings customarily made to an employee’s wages and will be reported on an IRS Form 1099.

**You worked <<MERGED\_ClassWW>> Workweeks during the Class Period. Your Individual Settlement Payment is \$<<MERGED\_ClassAward>>The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted, if any, required tax withholdings, and the terms of the Court’s final order approving the Settlement.**

**You worked <<MERGED\_PAGAPP>> Pay Periods during the PAGA Period. Your estimated share of the PAGA Penalties is \$<<MERGED\_PAGAAward>>.**

The Individual Settlement Payment was determined based on Defendant’s records of your employment between June 17, 2017, and January 29, 2024, and is presumed correct. Your PAGA Penalties were determined based on Defendant’s records of your employment between April 12, 2020, and March 19, 2024. If you dispute the accuracy of Defendant’s records as to the number of Workweeks worked during the Class Period or Pay Periods during the PAGA Period, provide any documentation you have supporting such dispute by December 10, 2024. All disputes regarding your Workweeks and Pay Periods will be resolved and decided by the Settlement Administrator subject to review by the Court. The Settlement Administrator’s contact information is listed below:

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781  
Telephone: (888) 250-6810  
Fax: (888) 845-6185  
Email: [info@ilymgroup.com](mailto:info@ilymgroup.com)

## HOW TO GET A PAYMENT FROM THE SETTLEMENT

### 6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

### 7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid request for exclusion will release the “Released Parties” from the “Released Class Claims” that arose during the “Class Period.”

The “Released Parties” include Defendant Lifetime Solutions, Inc. and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

The “Released Class Claims” include all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaint in this Action including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to timely pay wages during employment; and (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative Complaint.

The “Class Period” during which the release of Released Class Claims pertains is from June 17, 2017, to January 29, 2024.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

The “Released PAGA Claims” means any and all PAGA claims that could have been asserted under the California Labor Code Private Attorneys General Act of 2004 based on the same or similar factual allegations and claims in the operative Complaint in this Action or any PAGA notice submitted by Plaintiff to the LWDA, for the PAGA Period.

The “PAGA Period” during which the release of the Released PAGA Claims pertain is from April 12, 2020, and March 19, 2024.

### EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims (other than those which arise under the PAGA (California Labor Code sections 2698, *et seq.*), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because a request for exclusion does not apply to the PAGA claim.

### 8. How Can I Not Participate In The Settlement?

If you do not wish to take part in the Class Settlement, you must submit a written request for exclusion to the Settlement Administrator by no later than December 10, 2024. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action. There is no specific language required to opt-out, but you may state something similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Salgado v. Lifetime Solutions, Inc.* I understand that by excluding myself I will not receive money from the class settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by December 10, 2024. You cannot exclude yourself by phone.

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781  
Telephone: (888) 250-6810  
Fax: (888) 845-6185  
Email: [info@ilymgroup.com](mailto:info@ilymgroup.com)

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims (except for Released PAGA Claims that arise under the PAGA (California Labor Code sections 2698 *et seq.*)).

If you ask to be excluded, you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims (except for Released PAGA Claims that arise under the PAGA (California Labor Code sections 2698, *et seq.*)).

#### **9. If I Don't Exclude Myself, Can I Sue Defendant For The Same Thing Later?**

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the other Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

#### **10. If I Exclude Myself, Can I Get Money From This Settlement?**

No. You will not receive money from the Net Settlement Amount. If you worked between June 17, 2017, and January 29, 2024, you will still receive a share of the PAGA Penalties as an opt-out request does not apply to the PAGA claim.

### **THE LAWYERS REPRESENTING THE PROPOSED CLASS**

#### **11. Do I Have A Lawyer In This Case?**

The Court has approved LAWYERS *for* JUSTICE, PC and PROTECTION LAW GROUP, LLP as Class Counsel. The firm's contact information is as follows:

##### **LAWYERS FOR JUSTICE, PC**

Arby Aiwarzian  
Joanna Ghosh  
Vartan Madoyan  
410 West Arden Avenue, Suite 203  
Glendale, CA 91203  
Telephone: (818) 265-1020

##### **PROTECTION LAW GROUP, LLP**

Heather Davis  
Amir Nayebedadash  
Priscilla Gamino  
149 Sheldon Street  
El Segundo, California 90245  
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to thirty-five percent of the Gross Settlement (estimated to be \$315,000.00) and reimbursement of litigation costs/expenses of up to \$35,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

### **OBJECTING TO THE SETTLEMENT**

You can object to the Settlement or some part of it.

#### **12. How Do I Tell The Court If I Don't Like The Settlement?**

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than December 10, 2024. Your objection must include (i) your full name, current address, and signature; (ii) a clear reference to the Lawsuit; and (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Settlement. All objections shall be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on January 8, 2025, at 8:30 a.m. and make an objection at that time, regardless of whether you submitted a written objection.

### **13. What Is The Difference Between Objecting And Excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

### **14. When And Where Will The Court Decide Whether To Approve The Settlement?**

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

### **15. Do I Have To Come To The Hearing?**

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend either virtually or in-person. You may also retain your own lawyer at your expense to attend on your behalf.

The Final Approval Hearing may be postponed without further notice to Settlement Class members. Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at <https://ilymgroup.com/LifetimeSolutions>.

### **16. How Will I Learn If The Settlement Was Approved?**

A notice of final judgment will be posted on the Settlement Administrator's website located at <https://ilymgroup.com/LifetimeSolutions>.

### **IF YOU DO NOTHING**

### **17. What Happens If I Do Nothing At All?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there via [https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html).

### **GETTING MORE INFORMATION**

### **18. How Do I Get More Information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at <https://ilymgroup.com/LifetimeSolutions> or by contacting the Settlement Administrator or Class Counsel.

### **WHAT IF MY INFORMATION CHANGES?**

### **19. What If My Contact Information Changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**