

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ULISSES LOPEZ,
Plaintiff,
vs.
GOOD-WEST RUBBER CORP.
Defendants.

Case No. CIVDS2011219

**NOTICE OF PENDENCY OF CLASS ACTION
AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees hired directly by Good-West Rubber Corp. (“Good-West”) (i.e., not through a staffing company) and who worked for Good-West in California at any time from April 1, 2016 through June 11, 2021 (“Class Period”).

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

Why should you read this Notice?

The San Bernardino County Superior Court (“Court”) has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Ulisses Lopez v. Good-West Rubber Corp.*, San Bernardino County Superior Court Case No. CIVDS2011219 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from the Settlement. Good-West’s records show that you were employed directly by Good-West in California at some point between April 1, 2016 through June 11, 2021 and are therefore part of the proposed “Settlement Class.” The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, www.phoenixclassaction.com.

What is this case about?

Plaintiff Ulisses Lopez (“Plaintiff”) has filed a lawsuit alleging that Good-West violated California law by: (i) failing to pay all overtime wages due; (ii) failing to pay at least the minimum wage for all hours worked; (iii) failing to provide meal periods; (iv) failing to authorize and permit rest periods; (v) failing to issue accurate itemized wage statements; (vi) failing to pay all wages owing upon separation of employment; and, as a result of the above, (vii) engaging in unlawful business practices. In addition, Plaintiff seeks recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), interest, and attorneys’ fees and costs. Plaintiff is known as the “Class Representative.” Plaintiff’s attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Good-West has denied and continues to deny that it has done anything wrong, and believes it has acted in compliance with all applicable laws and that Plaintiff’s claims have no merit. Good-West also denies that it owes any wages, restitution, penalties, or other damages. By agreeing to settle, Good-West is not admitting liability on any of the factual allegations or claims asserted in the Action or that the Action can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Good-West has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Good-West provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representative and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to Good-West, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Good-West, your decision about whether to participate in the Settlement will not affect your employment. California law and Good-West’s company policies strictly prohibit unlawful retaliation. Good-West will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / the Settlement Class: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Tuvia Korobkin tkorobkin@haineslawgroup.com Alexandra R. McIntosh amcintosh@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Good-West: WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP Diana M. Estrada diana.estrada@wilsonelser.com Jennifer A. Brody jennifer.brody@wilsonelser.com 555 S. Flower Street, Suite 2900 Los Angeles, California 90071 Tel.: (213) 443-5100 Fax: (213) 443-5101 www.wilsonelser.com
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What are the terms of the Settlement?

On August 9, 2021, the Court granted preliminary approval of the Settlement on behalf of a Settlement Class consisting of all current and former non-exempt employees hired directly by Good-West who worked for Good-West in California and at any time from April 1, 2016 through June 11, 2021. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release claims against Good-West as specifically described below.

Good-West has agreed to pay \$800,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including claims by Settlement Class members, attorneys’ fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representative’s enhancement award.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$8,500 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel will ask for fees of up to one-third of Gross Settlement Amount, currently estimated to be \$266,666.67, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$35,000 for reimbursement of verified costs Class Counsel incurred in connection with the Action.

Class Representative Enhancement Award. Class Counsel will ask the Court to approve an enhancement award of \$5,000 to the Class Representative. This award is to compensate the Class Representative for his service and extra work provided on behalf of the Settlement Class members.

PAGA Civil Penalties. The parties have agreed to allocate \$60,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiff’s PAGA claim. Pursuant to the requirements of the PAGA, 75% of that amount, or \$45,000, will be paid to the California Labor & Workforce Development Agency (“LWDA”). The remaining \$15,000 has been designated as the “PAGA Amount” and will be paid to certain Settlement Class members as described below.

Calculation of Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately \$424,833.33. Together with the \$15,000 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be \$439,833.33. Settlement Class members’ payments will be calculated as follows:

- (i) Payment from NSA: The NSA will be distributed to all Settlement Class members, and will be allocated proportionally based on each Settlement Class member’s total weeks worked for Good-West in California (“Workweeks”) during the Class Period.
- (ii) Payment from PAGA Amount: In addition to the NSA, \$15,000 of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above, and will be allocated to all Settlement Class members who worked for Good-West in California at any time from April 3, 2019 to June 11, 2021 (the “PAGA Period”), in proportion to the number of pay periods that each Settlement Class member worked for Good-West in California during that time period.

Deposit of Gross Settlement Amount. Good-West will deposit the Gross Settlement Amount with the Settlement Administrator within 21 days of the Settlement becoming “Final” as that term is defined in the Settlement (i.e, within 21 days of final approval by the Court if no objections are filed, or, if objections are filed, when the Settlement can no longer be appealed).

Payments to Settlement Class Members: Settlement Class members payments, known as “Settlement Shares,” will be mailed approximately 12 business days after Good-West deposits the Gross Settlement Amount with the Settlement Administrator.

Allocation and Taxes. For tax purposes, Settlement Awards shall be treated as follows: all amounts from the PAGA Amount will be treated as 100% penalties, and all amounts from the NSA will be treated as 1/3 wages, 1/3 penalties, and 1/3 interest. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as “wages,” and will issue IRS forms 1099 for all amounts designated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Good-West and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement and the Settlement becomes final, and upon the Settlement being fully funded, the Class Representative and every member of the Settlement Class (except those who opt out) will release and discharge Good-West, and its DBAs and affiliates, including but not limited to Goodyear Rubber, Good-West Linings and Coatings, and Bear Products, and its current and former officers, directors, and agents, and the successors and assigns of all such entities and individuals (“Released Parties”) from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, that are alleged in the Complaint, or that could have been alleged based on the facts alleged in the Complaint, and that arose from Settlement Class members’ employment with Good-West, including claims for: (i) unpaid overtime wages under Cal. Labor Code §§ 204, 510, 558, 1194, 1198; (ii) unpaid minimum wages under Cal. Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1198; (iii) failure to authorize and permit rest periods under Cal. Labor Code §§ 226.7, 516, 558; (iv) failure to provide meal periods under Cal. Labor Code §§ 226.7, 512, 558; (v) failure to issue accurate itemized wage statements under Cal. Labor Code § 226; (vi) failure to timely pay final wages under Cal. Labor Code §§ 201-203; and all claims for unfair competition (Cal. Bus. & Prof. Code § 17200 et seq.) based on the above violations (“Class Released Claims”). The release of the Class Released Claims shall run for the duration of the Class Period. In addition, all Settlement Class members (regardless whether they opt out) who worked for Good-West in California at any time during the PAGA Period shall release Good-West from any claims for civil penalties under the PAGA based on the above violations arising during the PAGA Period (“PAGA Released Claims”).

Conditions of Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of Workweeks you worked for Good-West in California during the Class Period, and the number of pay periods, if any, you worked for Good-West in California during the PAGA Period. Your estimated individual Settlement Award is included in the enclosed Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award checks within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will be sent to *cy pres* recipient Bet Tzedek Employment Rights Project, a nonprofit that provides legal services to indigent clients.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated and is included in the enclosed Notice of Estimated Settlement Award. As stated above, your estimated Settlement Award is based on the number of Workweeks you worked for Good-West in California during the Class Period, and the number of pay periods, if any, you worked for Good-West in California during the PAGA Period. The information gleaned from Good-West’s records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than November 6, 2021. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the class Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion” letter or postcard, postmarked no later than November 6, 2021, with your full name (as well as any former names you used while you were employed by Good-West), your current address, telephone number, last 4 digits of your social security number, and your signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE LOPEZ V. GOOD-WEST LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims alleged, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all Settlement Class members who worked for Good-West during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written Objection to the Settlement Administrator. Your written Objection must include your full name (as well as any former names used while employed by Good-West), current address and phone number, last 4 digits of your social security number, the name and contact information of any attorney representing you, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. All objections or other correspondence must state the name and number of the case, which is *Ulisses Lopez v. Good-West Rubber Corp.*, San Bernardino County Superior Court Case No. CIVDS2011219. Any Objections must be in writing and must be postmarked on or before November 6, 2021.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing. You have the right to appear either in person or through your own attorney at this hearing. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before November 6, 2021. All objections or other correspondence must state the name and number of the case, which is *Ulisses Lopez v. Good-West Rubber Corp.*, San Bernardino County Superior Court Case No. CIVDS2011219.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on January 4, 2022 at 10:00 a.m., in Department S-26 of the San Bernardino County Superior Court, located at 247 W. Third Street, San Bernardino, California 92415. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of expenses, the incentive award to the Class Representative, and the Settlement administration costs. The Final Approval Hearing may be postponed without further notice to the Settlement Class. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

If you plan on attending the hearing or otherwise visiting the Court, please consult the Court’s website, www.sb-court.org, for information regarding court operations during COVID-19 as well as face covering and social distancing requirements.

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court’s files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located at 247 W. Third Street, San Bernardino, California 92415, during regular court hours. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **November 6, 2021**. These deadlines will be strictly enforced.