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Attorneys for Plaintiff, EDUARDO RIVERA
ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED

SUPERIOR COURT OF THE STATE OF CALIFORNIA·
FOR THE COUNTY OF ORANGE

EDUARDO RIVERA, on behalf of himself
and all others similarly situated

Plaintiff,

vs.

ALLCOM ELECTRIC, INC. a California
Corporation, and DOES 1 through 50,
inclusive.

Defendant.

Case No. : 30-2020-01123366-CU-OE-CXC

**DECLARATION OF DENISE ISLAS
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

DECLARATION OF DENISE ISLAS

I, DENISE ISLAS, declare the following facts to be true and correct and if called as a witness
would testify competently to the same:

1. I am employed as a Director of Client Services by Simpluris, Inc. (“Simpluris”), the
settlement administrator in the above-entitled action. My business address is 3194-C Airport Loop
Drive, Costa Mesa, CA 92626. My telephone number is (714) 640- 5622. I am over 21 years of age

1 and authorized to make this declaration on behalf of Simpluris and myself.

2 2. Simpluris is a Class Action Settlement Administration company headquartered in
3 Costa Mesa, California. It was founded by individuals who have each managed hundreds of
4 settlements along with professionals in the areas of software development, third-party claims
5 administration, mail-house operations and call center support management.
6

7 3. Simpluris was appointed by the Court as Settlement Administrator to administer the
8 settlement in accordance with the terms of the Class Action Settlement Agreement entered into by
9 the parties (the “Settlement”). Simpluris has been responsible, among other things, for: (a) printing
10 and mailing the Notice of Settlement of Class Action, Exclusion Form and Objection Form (“Notice
11 Packet”), (b) receiving undeliverable Notice Packets; (c) receiving and validating requests for
12 exclusion; (d) and answering questions from Class Members; (e) emailing counsel with weekly
13 reports. If the Court grants final approval of the Settlement, Simpluris will be responsible, among
14 other things, for: (f) calculating individual settlement payments, distributing funds, and tax-
15 reporting following final approval; (g) mailing settlement checks; (h) and for such other tasks as the
16 Parties mutually agree or the Court orders Simpluris to perform.
17
18

19 **NOTIFICATION TO THE CLASS**

20 4. On July 8 2022, Simpluris received the Court-approved Notice Packet from Plaintiff
21 Counsel. The Class Notice advised Class Members of their right to opt out from the Settlement,
22 object to the Settlement, or do nothing, and the implications of each such action. The Class Notice
23 advised Class Members of applicable deadlines and other events, including the Final Approval
24 Hearing, and how Class Members could obtain additional information. The Notice Packet was pre-
25 printed with the name and address of the Class Member, work weeks used to calculate his/her
26 estimated settlement share, and instructions for excluding and for challenging the work weeks. A
27
28

1 true and correct copy of the Notice Packet in English and Spanish is attached hereto as **Exhibit “A”**.

2 5. On July 8, 2022 and July 13, 2022, respectively, Simpluris received data files
3 containing one hundred thirty-seven (137) class members from Defense Counsel to be used for the
4 mailing (“Class List”). The Class List contained the names, last known mailing addresses, telephone
5 numbers, Social Security numbers, email address and dates of employment worked during the Class
6 Period. The mailing addresses contained in the Class List were processed and updated utilizing the
7 National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. Of those one
8 hundred thirty-seven (137), Simpluris was able to update eight (8) new addresses. The NCOA contains
9 requested changes of address filed with the U.S. Postal Service. In the event that any individual had
10 filed a U.S. Postal Service change of address request, the address listed with the NCOA was utilized
11 in connection with the mailing of the Notices.
12

13
14 6. On July 22, 2022, after updating the mailing addresses through the NCOA, Notice
15 Packets were mailed via First Class Mail to the one hundred thirty-seven (137) Class Members
16 contained in the Class Member Data List. The Notice Packet advised the Class Members that their
17 postmark deadline to submit a Request for Exclusion or an Objection to the Settlement was September
18 5, 2022 (“Response Period”).
19

20 7. A toll-free telephone number was included in the Class Notice for the purpose of
21 allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The
22 system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the
23 settlement process. Callers have the option to speak with a live call center representative in English or
24 Spanish during normal business hours or to leave a message and receive a return call during non-
25 business hours. The toll-free telephone number included in the Class Notice was (888) 369-3780.
26

27 8. As of this date, eight (8) Notice Packets were returned by the post office without a
28

1 forwarding address. Of the eight (8) Class Notices returned, six (6) were remailed upon an
2 advanced address search (i.e. skip trace) using Accurint. Simpluris used the Class Member's name
3 and previous address to locate an updated address. Ultimately, there were two (2) Class Notices
4 that were undeliverable.

5 **EXCLUSIONS, OBJECTIONS, & DISPUTES**

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7 9. As of this date, Simpluris has received two (2) valid requests for exclusion from the
8 Settlement.

9 10. As of this date, Simpluris has not received any dispute regarding a Class Member's
10 Qualifying Workweeks.

11 11. Class Members who wished to object to the settlement were directed to submit an
12 Objection form to Simpluris, at which point Simpluris would forward the objection to counsel for
13 their records and filing with the court. As of this date, Simpluris has not received any objections.
14

15 **BREAKDOWN OF SETTLEMENT FUND**

16 12. The Net Settlement Amount available to Settlement Class Members is estimated to
17 be \$262,498.53 and was calculated by subtracting the requested attorneys' fees (\$149,790.92), the
18 amount allocated for litigation costs and expenses (\$4,878.28), the requested Enhancement Payment
19 (\$6,000.00), the requested Settlement Administration Costs (\$7,500.00), and the PAGA Payment
20 (\$18,750.00) allocated to the LWDA from the Gross Settlement Amount (\$449,417.73).
21

22 13. Pursuant to the Agreement, 25% of the PAGA Payment (\$6,250.00) will be allocated
23 to Aggrieved Employees regardless of whether he or she opts out of the Class Settlement
24 ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA Settlement. The
25 Employee PAGA Amount is allocated on a *pro rata* basis using their PAGA Workweeks.
26

27 14. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
28

estimated to be approximately \$211.70, the *average* Individual PAGA Payment is currently estimated to be approximately \$45.62 and the *minimum* Individual PAGA Payment is currently estimated to be approximately \$.18. There are ninety-one (91) Aggrieved Employees.

15. The *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to be approximately \$8,042.42, the *average* Individual Settlement Share is currently estimated to be approximately \$1,898.14 and the *minimum* Individual Settlement Share is currently estimated to be approximately \$24.87. These amounts are subject to employee-side tax and withholdings.

16. As of this date, the estimated Employer Taxes that will be paid by Defendant, in addition to the Gross Settlement Amount is \$17,083.24.

ADMINISTRATION COSTS

17. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$7,500.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments. A true and correct copy of an invoice from Simpluris is attached hereto as **Exhibit "B."**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12th day of October 2022, in Costa Mesa, California.

Denise B Isles

Denise Islas

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Eduardo Rivera v. Allcom Electric, Inc. Inc.
Superior Court of California for the County of Orange, Case No. 30-2020-01123366

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class and PAGA representative action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and PAGA representative action settlement has been reached between Plaintiff Eduardo Rivera ("Plaintiff") and Defendant Allcom Electric, Inc. ("Defendant") (Plaintiff and Defendant together are referred to as the "Parties") in the case entitled *Eduardo Rivera v. Allcom Electric, Inc.*, Orange County Superior Court, Case No. 30-2020-01123366 (the "Action"), which may affect your legal rights. On June 24, 2022, the Court granted preliminary approval of the class settlement and scheduled a hearing on November 3, 2022 at 2:00 p.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the class settlement.

I. IMPORTANT DEFINITIONS

"Class" means all persons who are or were employed by Defendant as non-exempt, hourly-paid employees in California from January 13, 2016, through preliminary approval (the "Class").

"Class Member(s)" means members of the Class.

"Class Period" means the time period from January 13, 2016, until June 24, 2022.

"PAGA" means the Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq.

"Aggrieved Employees" means all persons who are or were employed by Defendant as non-exempt, hourly-paid employees in California from January 13, 2019, through preliminary approval, for purposes of PAGA.

"PAGA Period" means the time period from January 13, 2019, until June 24, 2022.

"Settlement" means the settlement and resolution of the Action in accordance with this Agreement

"Settlement Class Member" or "Settlement Class" means Class Members who do not submit a timely and valid Request for Exclusion and will be bound by the terms of the Agreement, including the Class Released Claims, PAGA Released Claims, and any final judgment entered in the Action.

II. BACKGROUND OF THE ACTION

On January 13, 2020, Plaintiff started the Action by filing the Class Action Complaint in the Orange County Superior Court. Plaintiff claims that Defendant failed to properly pay overtime wages, provide compliant meal and rest breaks and associated premiums, pay all wages due, timely pay wages upon termination and associated penalties, and provide accurate wage statements, reimburse employees for expenses, and thereby engaged in unfair business practices ("Class Complaint"). On January 14, 2020, Eduardo Rivera provided notice to the Labor and Workforce Development Agency ("LWDA") of his intent to pursue Defendant for all civil penalties arising from Defendant's alleged failure to, inter alia, pay all wages earned including failure to provide proper rest periods and meal breaks and failure to provide accurate wage statements to Plaintiffs and other similarly situated aggrieved employees. On April 17, 2020, Plaintiff filed a First Amended Class Action Complaint adding a cause of action alleging that Defendant owes penalties under the California Private Attorneys General Act of 2004 ("FAC"). In the Action, Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, recovery of loss, damage, or injury, penalties, interest, and attorneys' fees and costs.

Defendant denies all of Plaintiff's claims in the Action and denies that it violated any law. Defendant asserts that at all times it has complied with federal, state, and local laws.

The Parties participated in negotiations to try to resolve their dispute with a third-party neutral mediator, and as a result, the Parties reached a settlement. The Parties have since entered into an agreement setting forth the terms of the settlement of Plaintiffs' claims in the Action ("Settlement," "Agreement," or "Settlement Agreement").

On June 24, 2022, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff as representative of the Class ("Class Representative"), and the following attorneys as counsel for the Class ("Class Counsel"):

James Hawkins, Esq.
Isandra Fernandez, Esq.
James Hawkins, APLC
9880 Research Drive, Suite 200
Irvine, California 91618
Telephone: (949) 387-7200 / Fax: (949) 387-6676

Attorneys for Allcom, Inc. are:

Chad T. Wishchuk, Esq.
Eric M. Fox, Esq.
Finch, Thornton & Baird, LLP
4747 Executive Drive, Suite 700
San Diego, California 92121
Telephone: (858) 737-3100 / Fax: (858) 737-3101

The Settlement represents a compromise and settlement of highly disputed claims. Defendant does not admit that the claims in the Action have any merit or that Defendant owes anything to Plaintiff or to the Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continuing the lawsuit, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable; a final determination of whether the Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. The Court has made no ruling on the merits of the claims. After Defendant 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 support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk that the Court will not allow the case to proceed as a class action, the risks associated with winning at trial, and the delays and uncertainties associated with an ongoing lawsuit.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of his/her decision to either participate or not participate in the Settlement.

III. SUMMARY OF THE SETTLEMENT

A. Settlement Formula

The total settlement amount is Four Hundred Forty-Nine Thousand Four Hundred Seventeen Dollars \$449,417.73 (the "Gross Settlement Amount"). \$49,417.73 of the Gross Settlement Amount was already paid by the Defendant in "advance payments" to certain Class Members. Those Class Members who received an "advance payment" will have their portion of their "Individual Settlement Payment", reduced by the amount of the "advance payment" they received. The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount minus the following payments which are subject to approval by the Court: (1) Class Counsel Fees in an amount not to exceed thirty-three and one third percent (33.33%) of the Gross Settlement Amount (that is, One Hundred Forty-Nine Thousand Seven Hundred Ninety Dollars and 92 Cents (\$149,790.92)); (2) Class Counsel litigation costs not to exceed Twenty Thousand Dollars (\$20,000) (3) Enhancement Award in an amount not to exceed Six Thousand Dollars (\$6,000) to Plaintiff; (4) PAGA Penalties in the amount of Twenty-Five Thousand Dollars (\$25,000) allocated toward penalties under PAGA, of which seventy-five percent (75%), or Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750), will be paid to the California Labor and Workforce Development Agency and twenty-

five percent (25%), or Six Thousand Two Hundred Fifty Dollars (\$6,250) will be distributed to Aggrieved Employees; and (5) Settlement Administration Costs to the Settlement Administrator, not to exceed Seven Thousand Six Hundred Dollars (\$7,600).

B. Individual Settlement Payments and Individual PAGA Payments

Each Settlement Class Member is eligible to receive payment under the Settlement of his or her share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks during the Class Period commencing on Sunday and ending on the following Saturday in which a Settlement Class Member worked one or more days ("Workweek(s)").

To calculate each Individual Settlement Payment, the Settlement Administrator divided the Net Settlement Amount by the total number of Workweeks of all Class Members to arrive at a dollar value per Workweek, and then multiplied each Settlement Class Member's individual number of Workweeks by the Workweek dollar value.

The Settlement Administrator will be responsible for issuing to Settlement Class Members an IRS Form W-2 for any amounts deemed "wages" and an IRS Form 1099 for the portions allocated to non-wage amounts, including penalties and interest. For tax purposes, each Individual Settlement Payment shall be allocated as follows: a) one third to penalties/other payments and one third to interest for which an IRS Form 1099 will be issued; b) one third as wages subject to IRS Form W-2 reporting and applicable taxes/withholdings.

Each Class Member will also receive a share of the PAGA Penalties, regardless of whether he or she requests exclusion from the Settlement. Each Individual PAGA Payment has been calculated based on the number of pay periods during the PAGA Period during which a Class Member worked for Defendant as an hourly-paid or non-exempt employee in California ("Pay Period(s)"). To calculate each Class Members PAGA Penalties, the Settlement Administrator divided the PAGA Penalties of Six Thousand Two Hundred Fifty Dollars (\$6,250) by the total Pay Periods of all Class Members to arrive at a dollar value per Pay Period, and then multiplied each Class Members individual number of Pay Periods by the Pay Period dollar value. PAGA Penalties will be allocated one hundred percent (100%) as penalties and will be reported on an IRS Form 1099 as required by law.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and PAGA Penalties will be mailed to Aggrieved Employees, at the address that is on file with the Settlement Administrator. The Settlement Administrator may combine their Individual Settlement Payment and PAGA Penalties into one (1) check. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

C. Released Claims

Upon the Effective Date, and except as to such rights and claims as may be created by the Settlement, Plaintiff and all Class Members who have not submitted a valid and timely Request for Exclusion (that is, Settlement Class Members) will be deemed to fully and finally release and discharge the Released Parties from Class Released Claims and all Aggrieved Employees will be deemed to fully and finally release and discharge the Released Parties from the PAGA Released Claims.

Upon the Effective Date, and except as to such rights and claims as may be created by the Settlement, the State of California will be deemed to have fully and finally released and discharged the Released Parties from the PAGA Released Claims.

"Class Released Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Action, including any claims for: (1) failure to pay lawful wages; (2) failure to provide meals periods; (3) failure to provide rest periods; (4) failure to timely pay all wages due at termination; (5) failure to provide accurate wage statements; (6) failure to reimburse business expenses (8) unfair competition; and (9) civil penalties, Labor Code § 2699, predicated on any of the violations of the California Labor Code and applicable IWC Wage Order alleged in the Complaint, including compensatory damages; economic and/or special damages; premium wages; premium pay; penalties; attorneys' fees; interest; and litigation costs, premised on the facts, claims, or legal theories described herein or in the Action; any other claims or penalties under the wage and hour laws pleaded in the Action under California and federal law, including the California Labor Code and the applicable Wage Orders as to the facts and theories alleged in the Action (collectively, the "Class Released Claims.") The period of the Release shall extend to the limits of the Class Period.

"PAGA Released Claims" means all claims or causes of action for PAGA penalties that were, or could have been asserted in Plaintiffs January 14, 2020, letter to the LWDA and in the First Amended Complaint in the Action, pursuant to the California Labor Code Private Attorneys General act of 2004, Labor Code §§2698, *et. seq.*, based on the alleged violations of Labor Code §§200-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1199, 2699, 2699.3, 2802, and IWC California Wage Order 5-2001, whether for civil penalties or attorneys' fees and costs arising out of the PAGA claims at issue, including: unpaid wages, overtime; missed meal periods; missed rest breaks;

inaccurate wage statements; failure to timely pay wages during employment and/or at the time of termination; and failure to reimburse employee expenses (collectively, the “PAGA Released Claims”). The period of the Release shall extend to the limits of the PAGA Period.”

“Released Parties” means Defendant, and its owners, sureties, bonding companies, insurers, attorneys, agents, and related entities

D. Class Counsel Fees and Litigation Costs

Class Counsel will seek attorneys’ fees in an amount up to 33.33% of the Gross Settlement Amount (that is, up to One Hundred Forty-Nine Thousand Seven Hundred Ninety Dollars and 92 Cents (\$149,790.92) and actual litigation costs not to exceed Twenty Thousand Dollars (\$20,000). Subject to approval by the Court, the Class Counsel Award will be paid to Class Counsel from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members without being paid any money to date and has been paying all costs and expenses of the lawsuit and will only be paid if there is a recovery in the Action.

E. Enhancement Payment to Plaintiff

Plaintiff seeks an amount up to Six Thousand Dollars (\$6,000) (“Class Representative Service Award”), in recognition of his services in connection with the Action. Subject to approval by the Court, the Class Representative Service Award Payment will be paid from the Gross Settlement Amount and, if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment (if applicable) that he is entitled to under the Settlement.

F. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Six Hundred Dollars (\$7,600) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and disputes of Workweeks, calculating and distributing payments and tax forms under the Settlement, and other activities required to administer the Settlement. Subject to approval by the Court, the Settlement Administration Costs will be paid to the Settlement Administrator from the Gross Settlement Amount.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

If you are a Class Member, **you do not need to take any action in order to be issued an Individual Settlement Payment**, but you have the opportunity to request exclusion from the Class Settlement (i.e., the portion of the Settlement as it pertains to the class action claims) (in which case you will not receive an Individual Settlement Payment, but you will still receive an Individual PAGA Payment, if eligible), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully below.

If you are an Aggrieved Employee, you do not need to take any action in order to be issued an Individual PAGA Payment.

A. Participate in the Settlement

You are eligible to participate in the Settlement. According to the Defendant’s records:

For Class Settlement: From January 13, 2016, through June 24, 2022, you were employed by and worked for Defendant as an hourly-paid employee within the State of California for «MERGED_WW_CALC» Workweeks.

For PAGA Settlement: From January 13, 2019 through June 24, 2022, you were employed by and worked Defendant as an hourly-paid employee within the State of California for «MERGED_PayPeriods_CALC» Pay Periods.

Individual Settlement Payments are based on the number of Workweeks credited to a Settlement Class Member and PAGA Penalties are based on the number of Pay Periods credited to an Aggrieved Employee. Based on the number of Workweeks and PAGA Periods credited to you as noted above:

Your Individual Settlement Payment is estimated to be \$ «MERGED_EstSettAmnt_CALC». Individual Settlement Payments are subject to reduction for the employee’s share of taxes, contributions, and withholding

with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your PAGA Settlement Payment is estimated to be \$ «MERGED PAGA Amnt CALC». PAGA Settlement Payments will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. The Individual Settlement Payment and the PAGA Penalties (if applicable) reflected in this Notice are only estimates. Your actual payment(s) under the Settlement may be higher or lower.

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment based on the number of Workweeks noted above, unless you decide to exclude yourself from the Settlement.

If you are an Aggrieved Employee, you will be automatically included in the PAGA Penalties and issued your PAGA Settlement Payment based on the number of Pay Periods credited to you, as noted above, regardless of whether you request exclusion from the Settlement.

If you do not exclude yourself from the Settlement and the Settlement is granted final approval by the Court, you will be deemed a Settlement Class Member, you will be bound by all terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in the Released Claims section above, including the Class Released Claims and PAGA Released Claims. All Class Members (even those who decide to exclude themselves from the Settlement) will be issued a PAGA Settlement Payment and will release the PAGA Released Claims.

If you want to participate in the Settlement, but you wish to dispute the number of Workweeks credited to you, you must submit a written letter to the Settlement Administrator that: (1) contains your full name, telephone number, address, and the last four digits of your Social Security number; (2) contains the case name and number of the Action (*Eduardo Rivera v. Allcom Electric, Inc.*, Orange County Superior Court, Case No. 30-2020-01123366); (3) clearly states that you believe the Workweeks allocated to you are not correct; (4) clearly state the number of Workweeks you contend are correct; (5) attach any written documentation to support your contention; and (6) is returned by fax or mail to the Settlement Administrator at the address or fax number specified in Section IV.B below, postmarked or fax-stamped **on or before September 5, 2022**.

As a Settlement Class Member, you will not be separately responsible for the payment of attorney's fees or the costs and expenses of the Action, unless you hire your own attorney, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Class Settlement, you must submit a timely and valid request to be excluded from the Settlement to the Settlement Administrator, by either completing and returning an Exclusion Form (which is enclosed with this Notice) or submitting a written request ("Exclusion Request") that: (1) contains your full name, telephone number, address, and your Employee I.D. # or the last four digits of your Social Security number; (2) contains the case name and number of the Action (*Eduardo Rivera v. Allcom Electric, Inc.*, Orange County Superior Court, Case No. 30-2020-01123366); and (3) clearly states that you wish to be excluded from the Settlement.

Your Request for Exclusion must be submitted to the Settlement Administrator by mail or fax, postmarked or fax-stamped **on or before September 5, 2022**, at the following mailing address or fax number:

Rivera v. Allcom Electric, Inc
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax: (714) 824-8591

If the Court grants final approval of the Settlement, any Class Member who does not affirmatively request exclusion from the Settlement by submitting a valid and timely Request for Exclusion will be deemed a Settlement Class Member and will be bound by all of the terms of the Settlement, as well as any judgment that may be entered by the Court based thereon. Any Class Member who submits a valid and timely Request for Exclusion will not have any right to object to, appeal, or comment on the Settlement, will not be entitled to receive an Individual Settlement Payment, and will not be bound by the Settlement and release of the Class Released Claims (described in Section III.C above)—however, if such individuals are Aggrieved Employees, they will still be issued a PAGA Settlement Payment and will release the PAGA Released Claims.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion. If a Class Member timely submits both a valid Request for Exclusion and a valid Objection, only the Request for Exclusion shall apply. To object to the Settlement, you must submit a valid and timely objection to the Settlement Agreement (“Objection”) to the Settlement Administrator, by either completing and returning an Objection Form (which is enclosed with this Notice) or submitting a written statement (“Objection Statement”) that: (1) includes your full name, telephone number, address, and your Employee I.D.# or the last four digits of your Social Security number; (2) contains the case name and number of the Action (*Eduardo Rivera v. Allcom Electric, Inc.*, Orange County Superior Court, Case No. 30-2020-01123366); (3) clearly states that you object to the Settlement; and (4) clearly states the factual and/or legal basis of your objection.

Your Objection must be submitted to the Settlement Administrator at the address of fax number listed in Section IV.B above, postmarked of fax-stamped **on or before September 5, 2022**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX102 of the Orange County Superior Court, located at the Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701 on November 3, 2022, at 2:00 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award the Class Counsel Award, Class Representative Service Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued. If the hearing is continued, the Settlement Administrator will only give notice of the continuance to Settlement Class Members who have submitted an Objection. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Settlement Class Members may appear in person or through counsel, whether or not they submitted an Objection, and whether or not a submitted Objection stated they intended to appear at the Final Approval Hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Joint Stipulation of Class and PAGA Settlement and Release of Claims, which is attached as Exhibit A to the Declaration of James R. Hawkins in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on January 31, 2022 and other papers which are on file with the Orange County Superior Court, located at 700 W Civic Center Dr., Santa Ana, CA 92701. Some documents and information regarding the Action can also be accessed online for free or at a minimal charge at the Orange County Superior Court’s website <https://www.occourts.org/>. To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action (Case No. 30-2020-01123366).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THE ACTION OR SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 369-3780, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

aAVISO DE DEMANDA COLECTIVA Y ACUERDO "PAGA"

Eduardo Rivera v. Allcom Electric, Inc.
Tribunal Superior de California por el Condado de Orange, caso n.º 30-2020-01123366

LEA ESTE AVISO DETENIDAMENTE.

Usted ha recibido este Aviso porque los registros del Demandado indican que puede ser elegible para participar en el acuerdo de demanda colectiva y representativa PAGA alcanzado en el caso mencionado anteriormente.

No tiene que tomar ninguna medida para recibir un pago del acuerdo.

Este Aviso se ha diseñado para informarle sobre sus derechos y opciones en relación con el acuerdo, y cómo puede solicitar su exclusión del acuerdo de demanda colectiva, objetar al acuerdo de demanda colectiva o disputar el número de semanas laborales que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha alcanzado un acuerdo de demanda colectiva y representativa PAGA entre el Demandante Eduardo Rivera ("Demandante") y el Demandado Allcom Electric, Inc. ("Demandado") (en su conjunto, el Demandante y el Demandado se denominan las "Partes") en el caso titulado *Eduardo Rivera v. Allcom Electric, Inc.*, Tribunal Superior del Condado de Orange, caso n.º 30-2020-01123366 (la "Demanda"), que puede afectar a sus derechos legales. El 24 de junio de 2022, el Tribunal concedió la aprobación preliminar del acuerdo del colectivo y programó una audiencia para el 3 de noviembre de 2022 a las 2:00 p. m. ("Audiencia de Aprobación Final") para determinar si el Tribunal debe conceder o no la aprobación final del acuerdo del colectivo.

I. DEFINICIONES IMPORTANTES

El "**Colectivo**" hace referencia a todas las personas que trabajan o han trabajado para el Demandado como empleados no exentos y remunerados por hora en California, desde el 13 de enero de 2016 hasta la aprobación preliminar (el "Colectivo").

Los "**Miembros del Colectivo**" son los miembros que forman parte del Colectivo.

El "**Período del Colectivo**" es el período de tiempo entre el 13 de enero de 2016 y el 24 de junio de 2022.

"**PAGA**" se refiere a la Ley General de Abogados Privados de 2004, artículo 2698 *et seq.* del Código Laboral de California.

Los "**Empleados agraviados**" son todas las personas que trabajan o han trabajado para el Demandado como empleados no exentos y remunerados por hora en California desde el 13 de enero de 2019 hasta la aprobación preliminar, a efectos de PAGA.

El "**Período PAGA**" es el período de tiempo entre el 13 de enero de 2019 y el 24 de junio de 2022.

El "**Acuerdo**" se refiere al acuerdo y resolución de la Demanda de conformidad con este Acuerdo.

Un "**Miembro del Colectivo del Acuerdo**" o "**Colectivo del Acuerdo**" hace referencia a los Miembros del Colectivo que no presentan una Solicitud de Exclusión a tiempo y válida, y que están sujetos a los términos del Acuerdo, que incluye las Reclamaciones Exoneradas del Colectivo, las Reclamaciones Exoneradas PAGA y cualquier sentencia final que se dicte en la Demanda.

II. CONTEXTO DE LA DEMANDA

El 13 de enero de 2020, el Demandante inició la Demanda presentando la Demanda Colectiva en el Tribunal Superior del Condado de Orange. El Demandante reclama que el Demandado no pagó debidamente los salarios de horas extras, no proporcionó los periodos de comida y de descanso ni las primas asociadas, no pagó todos los salarios que se debían, no pagó los salarios a tiempo en el momento del despido ni las sanciones pertinentes, y no proporcionó comprobantes de salario precisos, no reembolsó a los empleados los gastos y, por lo tanto, desempeñó prácticas comerciales desleales ("Demanda Colectiva"). El 14 de enero de 2020, Eduardo Rivera notificó a la Agencia del Desarrollo del Trabajo y la Fuerza Laboral ("LWDA") su intención de llevar adelante una acción judicial contra el Demandado por todas las sanciones civiles que surjan del supuesto de no pagar todos los salarios ganados, junto con no pagar los periodos de comida y de descanso adecuados y no proporcionar comprobantes de salario precisos para los Demandantes y otros empleados agraviados que estuvieran en una situación similar. El 17 de abril de 2020, el Demandante presentó una Primera Demanda Colectiva Enmendada ("FAC") en la que se añadió una causa de acción que alegaba que el Demandado debe sanciones conforme a la Ley General de Abogados Privados de California de 2004. En la Demanda, el Demandante solicita, entre otras cosas, la recuperación de los salarios no pagados y las primas de los periodos de comida y de descanso, y la indemnización por pérdidas, daños o lesiones, sanciones, intereses y honorarios y costos de abogados.

El Demandado niega todas las reclamaciones del Demandante en la Demanda y niega que haya infringido alguna ley. El Demandado afirma que ha cumplido con las leyes federales, estatales y locales en todo momento.

Las Partes celebraron negociaciones para tratar de resolver su disputa con un mediador neutral externo y, como resultado, las Partes llegaron a un acuerdo. Desde entonces, las Partes han celebrado un acuerdo que establece los términos del Acuerdo con respecto a las reclamaciones de los Demandantes en la Demanda ("Resolución", "Acuerdo" o "Acuerdo de Resolución").

El 24 de junio de 2022, el Tribunal emitió una orden para aprobar el Acuerdo de manera preliminar. El Tribunal ha designado a Simpluris, Inc. como administrador del Acuerdo ("Administrador del Acuerdo"), al Demandante como representante del Colectivo ("Representante del Colectivo") y a los siguientes abogados como abogados del Colectivo ("Abogados del Colectivo"):

James Hawkins, Esq.
Isandra Fernandez, Esq.
James Hawkins, APLC
9880 Research Drive, Suite 200
Irvine, California 91618
Teléfono: (949) 387-7200 / Fax: (949) 387-6676

Los abogados de Allcom, Inc. son:

Chad T. Wishchuk, Esq.
Eric M. Fox, Esq.
Finch, Thornton & Baird, LLP
4747 Executive Drive, Suite 700
San Diego, California 92121
Teléfono: (858) 737-3100 / Fax: (858) 737-3101

Este Acuerdo constituye el compromiso y resolución de unas reclamaciones sumamente disputadas. El Demandado no admite que las reclamaciones de la Demanda tengan algún fundamento o que el Demandado deba algo al Demandante o a los Miembros del Colectivo. El Demandante y el Demandado (y sus respectivos abogados) han llegado a la conclusión y acuerdan que, ante los riesgos e incertidumbres para cada Parte de seguir con la demanda, el Acuerdo es justo, razonable y adecuado, y en favor de los intereses de los Miembros del Colectivo. El Tribunal solo ha determinado que hay pruebas suficientes para sugerir que el Acuerdo podría ser justo, adecuado y razonable; se tomará una decisión definitiva con respecto a si el Acuerdo es justo, adecuado y razonable en la Audiencia de Aprobación Final. El Tribunal no se ha pronunciado en lo referente a los fundamentos de las reclamaciones. Después de que el Demandado haya aportado la información pertinente a los Abogados del Colectivo, se alcanzó un Acuerdo después de celebrar una mediación y negociaciones en condiciones de igualdad entre las Partes.

El Representante del Colectivo y los Abogados del Colectivo también respaldan el Acuerdo. Entre los motivos de respaldo están las justificaciones de la responsabilidad posiblemente a disposición del Demandado, el riesgo de que el Tribunal no permita que el caso proceda como demanda colectiva, los riesgos asociados con ganar en el juicio y los retrasos e incertidumbres relacionados con una demanda prolongada.

Si todavía trabaja para el Demandado, su decisión con respecto a participar o no en el Acuerdo no afectará su empleo. La ley de California y las políticas del Demandado prohíben estrictamente las represalias ilegales. El Demandado no adoptará ninguna medida laboral adversa contra ningún Miembro del Colectivo, ni tomará represalias, intimidará ni discriminará de otro modo a algún Miembro del Colectivo por su decisión de participar o no en el Acuerdo.

III. RESUMEN DEL ACUERDO

A. Fórmula del Acuerdo

El importe total del Acuerdo es de cuatrocientos cuarenta y nueve mil cuatrocientos diecisiete dólares \$449,417.73 (el "Importe Bruto del Acuerdo"). \$49,417.73 del Importe Bruto del Acuerdo ya lo pagó el Demandado en "pagos anticipados" a ciertos Miembros del Colectivo. Aquellos Miembros del Colectivo que recibieron un "pago anticipado" tendrán su proporción del "Pago Individual del Acuerdo" reducido según el importe del "pago anticipado" que recibieron. La parte del Importe Bruto del Acuerdo que está disponible para el pago a los Miembros del Colectivo se conoce como el "Importe Neto del Acuerdo". El Importe Neto del Acuerdo será el Importe Bruto del Acuerdo menos los siguientes pagos (sujetos a la aprobación del Tribunal): (1) honorarios de los Abogados del Colectivo en una cantidad que no supere el treinta y tres por ciento (33,33 %) del Importe Bruto del Acuerdo (es decir, ciento cuarenta y nueve mil setecientos noventa dólares y noventa y dos céntimos (\$149,790.92)); (2) costos de litigio de los Abogados del Colectivo que no superen los veinte mil dólares (\$20,000); (3) una adjudicación de incentivo al Demandante que no supere los seis mil

dólares (\$6,000); (4) sanciones PAGA de una cantidad de veinticinco mil dólares (\$25,000) asignados a las sanciones de conformidad con PAGA, de las cuales el setenta y cinco por ciento (75 %), o dieciocho mil setecientos cincuenta dólares (\$ 18,750), se pagarán a la Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California, y el veinticinco por ciento (25 %), o seis mil doscientos cincuenta dólares (\$6,250), se distribuirán a los Empleados agraviados; y (5) los costes de Administración del Acuerdo para el Administrador del Acuerdo, que no superen los siete mil seiscientos dólares (\$7,600).

B. Pagos Individuales del Acuerdo y Pagos Individuales PAGA

Cada Miembro del Colectivo del Acuerdo es elegible para recibir el pago conforme a su proporción del Importe Neto del Acuerdo ("Pago Individual del Acuerdo") en función del número de semanas durante el Período del Colectivo (que empieza el domingo y termina el sábado siguiente) en el que el Miembro del Colectivo del Acuerdo haya trabajado uno o más días ("Semanas laborales").

Para calcular cada Pago Individual del Acuerdo, el Administrador del Acuerdo dividió el Importe Neto del Acuerdo entre el número total de Semanas laborales de todos los Miembros del Colectivo para tener como resultado un valor en dólares por Semana laboral, y luego multiplicó el número Individual de Semanas laborales de cada Miembro del Colectivo del Acuerdo por el valor en dólares de la Semana laboral.

El Administrador del Acuerdo será responsable de emitir a los Miembros del Colectivo del Acuerdo un Formulario W-2 del IRS por cualquier importe que se considere "salario" y un Formulario 1099 del IRS por las proporciones que estén asignadas como importes no salariales, como sanciones e intereses. A efectos fiscales, cada Pago Individual del Acuerdo se asignará de la siguiente manera: a) un tercio a sanciones/otros pagos y un tercio a intereses, para los cuales se emitirá un Formulario 1099 del IRS; b) un tercio como salarios sujetos al Formulario W-2 del IRS e impuestos/retenciones aplicables.

Cada Miembro del Colectivo recibirá también una parte del cobro de las sanciones PAGA, independientemente de si solicita la exclusión del Acuerdo o no. Cada Pago Individual PAGA se ha calculado en función del número de períodos de pago durante el Período PAGA en el que un Miembro del Colectivo haya trabajado para el Demandado como empleado remunerado por hora o no exento en California ("Períodos de Pago"). Para calcular el cobro de sanciones PAGA de cada Miembro del Colectivo, el Administrador del Acuerdo dividió las sanciones PAGA de seis mil doscientos cincuenta dólares (\$6,250) entre el total de Períodos de Pago de todos los Miembros del Colectivo para tener como resultado un valor en dólares por Período de Pago, y luego multiplicó el número Individual de Períodos de Pago de cada Miembro del Colectivo por el valor en dólares del Período de Pago. El cobro de las sanciones PAGA se distribuirán al cien por cien (100%) como sanciones y se notificarán mediante un Formulario 1099 del IRS según lo exija la ley.

Si el Tribunal concede la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros del Colectivo del Acuerdo y los cobros de las sanciones PAGA se enviarán por correo a los Empleados agraviados a la dirección que se indique en el archivo del Administrador del Acuerdo. El Administrador del Acuerdo puede juntar su Pago Individual del Acuerdo y el cobro de las sanciones PAGA en un (1) cheque. **Si la dirección a la que se le envió este Aviso no es correcta, o si se muda después de recibir este Aviso, tiene que asegurarse de proporcionar a tiempo al Administrador del Acuerdo su dirección postal correcta para asegurarse de que recibe el pago al que tiene derecho de conformidad con el Acuerdo.**

C. Reclamaciones Exoneradas

A partir de la Fecha de entrada en vigor y excepto en lo que respecta a los derechos y reclamaciones que se puedan crear en el Acuerdo, se considerará que el Demandante y todos los Miembros del Colectivo que no hayan presentado una Solicitud de Exclusión válida y a tiempo (es decir, los Miembros del Colectivo del Acuerdo) exoneran y eximen total y definitivamente a las Partes Exoneradas de las Reclamaciones Exoneradas del Colectivo, y se considerará que todos los Empleados agraviados exoneran y eximen total y definitivamente a las Partes Exoneradas de las Reclamaciones Exoneradas PAGA.

En la Fecha de entrada en vigor y excepto en lo que respecta a los derechos y reclamaciones que se puedan crear en el Acuerdo, se considerará que el Estado de California ha exonerado y eximido total y definitivamente a las Partes Exoneradas de las Reclamaciones Exoneradas PAGA.

Las "Reclamaciones Exoneradas del Colectivo" son todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, obligaciones, garantías, costos, gastos, honorarios de abogados, daños o causas de acción contingentes o acumulados que se presentan, o que se podrían haber presentado, en función de los hechos y reclamaciones alegados en la Demanda, como las reclamaciones por: (1) no pagar salarios legales; (2) no proporcionar períodos de comida; (3) no proporcionar períodos de descanso; (4) no pagar a tiempo todos los salarios que se deben al terminar el empleo; (5) no proporcionar comprobantes de salario precisos; (6) no reembolsar los gastos comerciales; (8) competencia desleal; y (9) sanciones civiles de acuerdo con el artículo 2699 del Código Laboral, basadas en cualquiera de las infracciones del Código Laboral de California y las Órdenes Salariales de la IWC aplicables alegadas en la Demanda, junto con los daños compensatorios; los daños económicos o especiales; los salarios de primas; el pago de primas; las sanciones; los honorarios

de abogados; los intereses; y los costos de litigios, basados en los hechos, reclamaciones o teorías legales descritos en este documento o en la Demanda; cualquier otra reclamación o sanción conforme a las leyes sobre salario y horario que se aleguen en la Demanda en virtud de las leyes de California y federales, y también en el Código Laboral de California y en las Órdenes Salariales pertinentes en relación con los hechos y teorías alegados en la Demanda (las "Reclamaciones Exoneradas del Colectivo", en su conjunto). El período de la Exoneración se extenderá a los límites del Período del Colectivo.

Las "Reclamaciones Exoneradas PAGA" son todas las reclamaciones o causas de acción por sanciones PAGA que declararon, o que podrían haber declarado, los Demandantes el 14 de enero de 2020, mediante una carta a la LWDA y en la Primera Demanda Enmendada de la Acción, de conformidad con la Ley General de Abogados Privados del Código Laboral de California de 2004, el artículo 2698, *et. seq.* del Código Laboral, con base en las presuntas infracciones de los artículos 200-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1199, 2699, 2699.3 y 2802 del Código Laboral, y las Órdenes Salariales de California de la IWC 5-2001, ya sea por las sanciones civiles o los honorarios y costos de abogados que surjan de las reclamaciones PAGA en cuestión, que incluyen: salarios no pagados, horas extras; períodos de comida perdidos; períodos de descanso perdidos; comprobantes de salarios inexactos; no pagar a tiempo los salarios durante el empleo o en el momento de la terminación; y no reembolsar los gastos de los empleados (las "Reclamaciones Exoneradas PAGA" en su conjunto). El período de la Exoneración se extenderá a los límites del Período PAGA.

Las "Partes Exoneradas" son el Demandado y sus propietarios, garantes, instituciones de fianzas, aseguradoras, abogados, agentes y entidades relacionadas.

D. Honorarios de los Abogados del Colectivo y costos de litigios

Los Abogados del Colectivo solicitarán unos honorarios por un importe de hasta el 33,33 % del Importe Bruto del Acuerdo (es decir, hasta ciento cuarenta y nueve mil setecientos noventa dólares y noventa y dos céntimos [\$149,790.92]) y los costos reales del litigio no superarán los veinte mil dólares (\$20,000). Sujeto a la aprobación del Tribunal, la adjudicación de incentivo de los Abogados del Colectivo se pagará a los Abogados del Colectivo del Importe Bruto del Acuerdo. Los Abogados del Colectivo han estado procesando la Demanda en nombre del Demandante y los Miembros del Colectivo, sin que se les haya pagado nada hasta la fecha; han estado pagando todos los costos y gastos de la demanda, y solo se pagarán los honorarios si hay una indemnización en la Demanda.

E. Pago de Incentivo al Demandante

El Demandante solicita una cantidad de hasta seis mil dólares (\$6,000) ("Adjudicación de servicio para el Representante del Colectivo") en reconocimiento de los servicios que ha desempeñado en relación con la Demanda. Sujeto a la aprobación del Tribunal, el pago de la Adjudicación de servicio del Representante del Colectivo se pagará del Importe Bruto del Acuerdo y, si se otorga, se pagará al Demandante aparte de su Pago Individual del Acuerdo (si corresponde) al que tiene derecho en virtud del Acuerdo.

F. Costos de Administración del Acuerdo para el Administrador del Acuerdo

Se calcula que el pago al Administrador del Acuerdo no superará los siete mil seiscientos dólares (\$7,600) ("Costos de Administración del Acuerdo") por los costos del proceso de aviso y administración del Acuerdo, entre los que se incluyen el gasto de notificar a los Miembros del Colectivo del Acuerdo, procesar Solicitudes de Exclusión, Objeciones y disputas de Semanas laborales, calcular y distribuir pagos y formularios de impuestos conforme al Acuerdo, y otras actividades necesarias para gestionar el Acuerdo. Sujeto a la aprobación del Tribunal, los Costos de Administración del Acuerdo se pagarán al Administrador del Acuerdo del Importe Bruto del Acuerdo.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DEL COLECTIVO?

Si usted es un Miembro del Colectivo, **no tiene que tomar ninguna medida para recibir un Pago Individual del Acuerdo**, pero puede solicitar la exclusión del Acuerdo del Colectivo (es decir, la parte del Acuerdo relacionada con las reclamaciones de la demanda colectiva), en cuyo caso no recibirá un Pago Individual del Acuerdo, pero aun así recibirá un Pago Individual PAGA (si es elegible, podrá objetar el Acuerdo del Colectivo o disputar las Semanas laborales que se le acreditan si así lo desea, como se explica más detenidamente a continuación).

Si usted es un Empleado agraviado no tiene que tomar ninguna medida para que se le emita un Pago Individual PAGA.

A. Participar en el Acuerdo

Usted es elegible para participar en el Acuerdo. Según los registros del Demandado:

Respecto al Acuerdo del Colectivo: desde el 13 de enero de 2016 hasta el 24 de junio de 2022, usted fue empleado y trabajó para el Demandado como empleado remunerado por hora en el Estado de California durante «MERGED_WW_CALC» Semanas laborales.

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Aviso de Demanda Colectiva y Acuerdo PAGA

¿Tiene alguna pregunta? Llame al: Administrador del Acuerdo (888) 369-3780

Respecto al Acuerdo PAGA: desde el 13 de enero de 2019 hasta el 24 de junio de 2022, usted fue empleado y trabajó para el Demandado como empleado remunerado por hora en el Estado de California durante «MERGED PayPeriods CALC» Períodos de Pago.

Los Pagos Individuales del Acuerdo se basan en el número de Semanas laborales que se acreditan a un Miembro del Colectivo del Acuerdo y el cobro de las sanciones PAGA se basan en el número de Períodos de Pago acreditados a un Empleado agraviado. Según el número de Semanas laborales y Períodos PAGA que le hayan acreditado tal y como se indicó anteriormente:

Su Pago Individual del Acuerdo se estima en \$«MERGED_EstSettAmnt_CALC». Los Pagos Individuales del Acuerdo están sujetos a una reducción por el porcentaje en impuestos, contribuciones y retenciones aplicables del empleado con respecto a la porción salarial del Pago Individual del Acuerdo, y solo se distribuirán si el Tribunal aprueba el Acuerdo y después de que este entre en vigor.

Su Pago del Acuerdo PAGA se estima en \$ «MERGED_PAGA_Amnt_CALC». Los Pagos del Acuerdo PAGA solo se distribuirán si el Tribunal aprueba el Acuerdo y después de que este entre en vigor.

El proceso de aprobación del Acuerdo puede tardar varios meses. El Pago Individual del Acuerdo y de las sanciones PAGA (si corresponde) que se indican en este Aviso son solo estimaciones. Su pago real de conformidad con el Acuerdo puede ser superior o inferior.

Si desea participar en el Acuerdo y recibir dinero del mismo, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo y se emitirá su Pago Individual del Acuerdo en función del número de Semanas laborales indicado anteriormente, a menos que decida excluirse del Acuerdo.

Si usted es un Empleado agraviado se le incluirá automáticamente en las Sanciones PAGA y se le emitirá el Pago del Acuerdo PAGA en función del número de Períodos de Pago que se le acreditan, tal y como se indicó anteriormente, independientemente de si solicita o no la exclusión del Acuerdo.

Si no se excluye del Acuerdo y el Tribunal concede la aprobación final de este, se le considerará un Miembro del Colectivo del Acuerdo y estará sujeto a todos los términos del Acuerdo y a cualquier sentencia que pueda dictar el Tribunal en función del mismo, y exonerará las reclamaciones descritas en la sección de Reclamaciones Exoneradas indicada anteriormente, que incluyen las Reclamaciones Exoneradas del Colectivo y las Reclamaciones Exoneradas PAGA. A todos los Miembros del Colectivo (incluso aquellos que decidan excluirse del Acuerdo) se les emitirá un Pago del Acuerdo PAGA y exonerarán las Reclamaciones Exoneradas PAGA.

Si desea participar en el Acuerdo, pero desea disputar el número de Semanas laborales que se le acreditan, debe enviar una carta por escrito al Administrador del Acuerdo que: (1) contenga su nombre completo, número de teléfono, dirección y los últimos cuatro dígitos de su número de Seguro Social; (2) contenga el nombre del caso y el número de la Demanda (*Eduardo Rivera v. Allcom Electric, Inc.*, Tribunal Superior del Condado de Orange, caso n.º 30-2020-01123366); (3) indique claramente que cree que las Semanas laborales que se le han asignado no son correctas; (4) indique claramente el número de Semanas laborales que sostiene que son correctas; (5) adjunte cualquier documentación escrita que respalde su disputa; y (6) se envíe mediante fax o correo al Administrador del Acuerdo a la dirección o número de fax especificados en la Sección IV.B que se muestra a continuación, mediante una carta con matasellos o fax sellado no más tarde del **5 de septiembre de 2022.**

Como Miembro del Colectivo del Acuerdo, no se le responsabilizará de manera independiente del pago de los honorarios de los abogados o de los costos y gastos de la Demanda, a menos que contrate a su propio abogado, en cuyo caso será responsable de los honorarios y gastos de su abogado.

B. Solicitar la Exclusión del Acuerdo

Si no desea participar en el Acuerdo del Colectivo, debe presentar una solicitud válida y a tiempo para ser excluido del Acuerdo al Administrador del Acuerdo, ya sea rellenando y devolviendo un Formulario de Exclusión (que se adjunta con este Aviso) o enviando una solicitud por escrito ("Solicitud de Exclusión") que: (1) contenga su nombre completo, número de teléfono, dirección y su n.º de identificación de Empleado o los últimos cuatro dígitos de su número de Seguro Social; (2) contenga el nombre del caso y el número de la Demanda (*Eduardo Rivera v. Allcom Electric, Inc.*, Tribunal Superior del Condado de Orange, caso n.º 30-2020-01123366); e (3) indique claramente que desea su exclusión del Acuerdo.

Su Solicitud de exclusión debe enviarse al Administrador del Acuerdo por correo o fax, con matasellos o fax sellado no más tarde del **5 de septiembre de 2022**, a la siguiente dirección postal o número de fax:

Rivera v. Allcom Electric, Inc
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax: (714) 824-8591

Si el Tribunal concede la aprobación final del Acuerdo, cualquier Miembro del Colectivo que no solicite decididamente la exclusión del Acuerdo presentando una Solicitud de Exclusión válida y a tiempo se considerará Miembro del Colectivo del Acuerdo y estará sujeto a todos los términos del Acuerdo, así como a cualquier sentencia que pueda dictar el Tribunal con base en el mismo. Cualquier Miembro del Colectivo que presente una Solicitud de Exclusión válida y a tiempo no tendrá derecho alguno a objetar, apelar o comentar el Acuerdo, no tendrá derecho a recibir un Pago Individual del Acuerdo y no estará sujeto al Acuerdo ni a la exoneración de las Reclamaciones Exoneradas del Colectivo (descritas en la Sección III.C anterior); no obstante, si dichas personas son Empleados agraviados, se les emitirá un Pago del Acuerdo PAGA y exonerarán las Reclamaciones Exoneradas PAGA.

C. Objetar al Acuerdo

Usted puede objetar a los términos del Acuerdo siempre y cuando no haya presentado una Solicitud de Exclusión. Si un Miembro del Colectivo presenta a tiempo tanto una Solicitud de Exclusión válida como una Objeción válida, solo se aplicará la Solicitud de Exclusión. Para objetar al Acuerdo, debe presentar una objeción válida y a tiempo al Acuerdo de Resolución ("Objeción") al Administrador del Acuerdo, ya sea rellenando y devolviendo un Formulario de Objeción (que se adjunta con este Aviso) o presentando una declaración por escrito ("Declaración de Objeción") que: (1) contenga su nombre completo, número de teléfono, dirección y su n.º de identificación de Empleado o los últimos cuatro dígitos de su número de Seguro Social; (2) contenga el nombre del caso y el número de la Demanda (*Eduardo Rivera v. Allcom Electric, Inc.*, Tribunal Superior del Condado de Orange, caso n.º 30-2020-01123366); (3) indique claramente que usted objeta al Acuerdo; y (4) establezca claramente el fundamento fáctico o legal de su objeción.

Su Objeción debe enviarse al Administrador del Acuerdo a la dirección o número de fax que figura en la Sección IV.B anterior, con matasellos o fax sellado no más tarde del **5 de septiembre de 2022**.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en la Sala CX102 del Tribunal Superior del Condado de Orange, ubicado en Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701, el 3 de noviembre de 2022, a las 2:00 p. m., para determinar si el Acuerdo debe aprobarse definitivamente como justo, razonable y adecuado. También se pedirá al Tribunal que apruebe y conceda la adjudicación de los Abogados del Colectivo, la Adjudicación de Servicio de Representante del Colectivo al Demandante y los costos de Administración del Acuerdo al Administrador del Acuerdo.

La audiencia puede prolongarse. Si la audiencia se prolonga, el Administrador del Acuerdo solo avisará de la prolongación a los Miembros del Colectivo del Acuerdo que hayan presentado una Objeción. Usted no tiene que comparecer ante la Audiencia de Aprobación Final, aunque puede hacerlo si lo desea. Los Miembros del Colectivo del Acuerdo pueden comparecer en persona o a través de un abogado, tanto si han presentado una Objeción o no, y tanto si se indicó o no en una Objeción presentada que tenían la intención de comparecer ante la Audiencia de Aprobación Final.

VI. INFORMACIÓN ADICIONAL

Lo indicado anteriormente es un resumen de las condiciones básicas del Acuerdo. Para obtener información precisa sobre los términos y condiciones del Acuerdo de Resolución, debe revisar la Estipulación conjunta detallada del Acuerdo del Colectivo y PAGA y la Exoneración de Reclamaciones, que se adjuntan como Anexo A en la Declaración de James R. Hawkins en apoyo de la moción del Demandante para la aprobación preliminar del Acuerdo de Demanda Colectiva presentada el 31 de enero de 2022, y otros documentos que están archivados en el Tribunal Superior del Condado de Orange, ubicado en 700 W Civic Center Dr., Santa Ana, CA 92701. También se puede acceder a algunos documentos e información relacionados con la Demanda en línea de forma gratuita o pagando un cargo mínimo en el sitio web del Tribunal Superior del Condado de Orange <https://www.occourts.org/>. Para buscar y acceder a documentos e información en los sistemas del Tribunal, deberá usar el número de caso de la Demanda (caso n.º 30-2020-01123366).

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE LA DEMANDA O EL ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 369-3780, O TAMBIÉN PUEDE PONERSE EN CONTACTO CON LOS ABOGADOS DEL COLECTIVO.

Página 6 de 6
Aviso de Demanda Colectiva y Acuerdo PAGA
¿Tiene alguna pregunta? Llame al: Administrador del Acuerdo (888) 369-3780

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CIVIL COMPLEX CENTER

EDUARDO RIVERA, on behalf of himself and all
others similarly situated,

Plaintiff,
vs.

ALLCOM ELECTRIC, INC. a California
Corporation, and DOES 1 through 50, inclusive,
Defendant.

CASE NO. 30-2020-01123366-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Peter Wilson
DEPT: CX102

EXCLUSION FORM

«IMbJullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«City» «State»

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

If a Class Member timely submits both a valid Request for Exclusion and a valid Objection, only the Request for Exclusion shall apply.

If you wish to exclude yourself from the settlement, you must read and sign the following statement and return this form by fax or mail to the Settlement Administrator, postmarked or fax-stamped on or before September 5, 2022, at the following mailing address or fax number:

Rivera v. Allcom Electric, Inc
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax: (714) 824-8591

I request to be excluded from the class action settlement in the matter of: *Eduardo Rivera v. Allcom Electric, Inc.*, Case No. 30-2020-01123366. By excluding myself from the settlement, I understand that I will not be bound by the Class Settlement and Class Released Claims, I will not receive an Individual Settlement Payment from the class action settlement, nor will I have any right to object, appeal or comment on the Settlement Agreement. I do understand that if I am an Aggrieved Employee I will still receive a payment from the PAGA Settlement and will still be bound by the PAGA Released Claims as there is no exclusion from the PAGA Settlement.

Date: _____ Employee ID # or Last 4 of SSN: _____

Signature: _____

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE ORANGE, CIVIL COMPLEX CENTER

EDUARDO RIVERA, en nombre de sí mismo y de
todos los demás en situación similar,

Demandante,
contra

ALLCOM ELECTRIC, INC. una corporación de
California, y OTROS del 1 al 50, inclusive,

Demandado.

CASO N.º 30-2020-01123366-CU-OE-CXC

ASIGNADO A TODOS LOS EFECTOS A:

JUEZ: Hon. Peter Wilson

SALA: CX102

FORMULARIO DE EXCLUSIÓN

«IMb|ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«City» «State»

UTILICE Y DEVUELVA ESTE FORMULARIO SOLAMENTE SI DESEA EXCLUIRSE DEL ACUERDO.

Si un Miembro del Colectivo presenta oportunamente tanto una Solicitud de Exclusión válida como una Objeción válida, solo tendrá validez la Solicitud de Exclusión.

Si desea excluirse del acuerdo, debe leer y firmar la siguiente declaración y devolver este formulario por fax o por correo al Administrador del Acuerdo, con matasellos o sellado por fax no más tarde del 5 de septiembre de 2022, a la siguiente dirección postal o número de fax:

Rivera v. Allcom Electric, Inc
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax: (714) 824-8591

Solicito ser excluido del acuerdo de demanda colectiva en el asunto de: *Eduardo Rivera v. Allcom Electric, Inc.*, Caso n.º 30-2020-01123366. Al excluirme del acuerdo, entiendo que no estaré obligado por el Acuerdo del Colectivo y las Reclamaciones Liberadas del Colectivo, no recibiré un Pago Individual del Acuerdo de la demanda colectiva, ni tendré ningún derecho a objetar, apelar o comentar sobre el Acuerdo de Resolución. Entiendo que si soy un Empleado Agraviado, aún recibiré un pago del Acuerdo PAGA y aún estaré obligado por los Reclamaciones Liberadas de PAGA, ya que no se permite la exclusión del Acuerdo PAGA.

Fecha: _____

N.º de Identificación del Empleado
o los últimos 4 dígitos de su SSN: _____

Firma: _____

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CIVIL COMPLEX CENTER

EDUARDO RIVERA, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

ALLCOM ELECTRIC, INC. a California
Corporation, and DOES 1 through 50, inclusive,

Defendant.

CASE NO. 30-2020-01123366-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:

JUDGE: Hon. Peter Wilson

DEPT: CX102

OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE SETTLEMENT.

If a Class Member timely submits both a valid Request for Exclusion and a valid Objection, only the Request for Exclusion shall apply.

If you wish to object to the settlement, you must read, complete, and sign this form, and return this form by fax or mail to the Settlement Administrator, postmarked or fax-stamped on or before September 5, 2022, at the following mailing address or fax number:

Rivera v. Allcom Electric, Inc
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax: (714) 824-8591

By dating, signing, and returning this form I am letting the Court and Counsel know I have an objection to the terms of the Settlement Agreement in this matter and request the Court to review and/or hear my objection.

☐ **I PLAN TO BE AT THE HEARING:** By checking this box, I am letting the Court and Counsel know that I plan to appear at the Final Approval Hearing either in person or by an attorney to have my objection heard. I understand I do not have to appear at the hearing to have my objection considered. I also understand that I can appear at the hearing and Object without having filed an Objection.

FACTUAL AND/OR LEGAL BASIS FOR YOUR OBJECTION TO THE SETTLEMENT:

☐ **Additional Pages Attached (attach additional pages if needed)**

Date: _____ Employee ID # or Last 4 of SSN: _____

Signature: _____

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE ORANGE, CIVIL COMPLEX CENTER

EDUARDO RIVERA, en nombre de sí mismo y de
todos los demás en situación similar,

Demandante,
contra

ALLCOM ELECTRIC, INC. una corporación de
California, y OTROS del 1 al 50, inclusive,

Demandado.

CASO N.º 30-2020-01123366-CU-OE-CXC

ASIGNADO A TODOS LOS EFECTOS A:

JUEZ: Hon. Peter Wilson

SALA: CX102

FORMULARIO DE OBJECCIÓN

UTILICE Y DEVUELVA ESTE FORMULARIO SOLAMENTE SI DESEA OBJETAR AL ACUERDO. Si un Miembro del Colectivo presenta oportunamente tanto una Solicitud de Exclusión válida como una Objeción válida, solo se tendrá en cuenta la Solicitud de Exclusión.

Si desea objetar al acuerdo, debe leer, completar y firmar este formulario, y devolverlo por fax o por correo al Administrador del Acuerdo, con matasellos o sellado por fax no más tarde del 5 de septiembre de 2022, a la siguiente dirección postal o número de fax:

Rivera v. Allcom Electric, Inc
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax: (714) 824-8591

Al fechar, firmar y devolver este formulario, le hago saber al Tribunal y a los Abogados que tengo una objeción a los términos del Acuerdo de Resolución en este asunto y solicito al Tribunal que revise y/o escuche mi objeción.

☐ **TENGO PREVISTO ASISTIR A LA AUDIENCIA:** Al marcar esta casilla, le estoy haciendo saber al Tribunal y a los Abogados que tengo previsto comparecer en la Audiencia de Aprobación Final, ya sea en persona o mediante un abogado para que se escuche mi objeción. Entiendo que no tengo que comparecer en la audiencia para que se considere mi objeción. También entiendo que puedo comparecer en la audiencia y objetar sin haber presentado una objeción.

BASE FÁCTICA O LEGAL PARA SU OBJECCIÓN AL ACUERDO:

☐ **Páginas adicionales adjuntas (adjunte páginas adicionales si es necesario)**

Fecha: _____

N.º de Identificación del Empleado
o los últimos 4 dígitos de su SSN: _____

Firma: _____

EXHIBIT B



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	14003	Prepared By:	Michael Sutherland
Estimate Date:	10/18/2021	Direct Dial #	321.223.5067
		Email:	Msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: **Isandra Fernandez**
Firm: JAMES HAWKINS, APLC
Email:

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Rivera v Allcom: Opt-Out Settlement

Anticipated Total Cost	\$7,559
Capped Fee*	\$7,500

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate

Total Possible Class Size:	170	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	n/a
Mailing Document Language:	English/Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	Cy Pres	State(s):	ONE
		Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	6	\$750.00
Spanish Translation and mailing	\$725.00	1	\$725.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$2,315.00

Notification

Notice Packet: 5 pg Notice - Double Sided - English

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	170	\$170.00
Postage	\$0.58	170	\$98.60
NCOA/CASS/LACS	\$0.10	170	\$17.00
Undeliverable Processing	\$0.25	17	\$4.25
Skip Trace RUM	\$2.00	17	\$34.00
Remail Notice Packet	\$1.50	2	\$2.55
Remail Postage	\$0.58	2	\$0.99
Mailing Supervisor	\$50.00	2	\$100.00
Total			\$427.39

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	3	\$225.00



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	2	\$4.25
Opt Out Processing	\$2.00	2	\$3.40
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$382.65

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members: W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$3.00	170	\$510.00
Postage	\$0.58	170	\$98.60
Process Returned Checks	\$0.50	2	\$0.85
Skip Trace Search Undeliverable Checks	\$5.00	2	\$8.50
Remail Checks (Includes Postage)	\$4.00	2	\$6.80
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee, One year	\$1,000.00	1	\$1,000.00
Reissuing Checks/Mailing	\$5.00	3	\$12.75
Postage	\$0.58	3	\$1.48
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Disbursement Manager	\$125.00	3	\$375.00
Total			\$4,133.98



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Postage \$199.67 **Total Case Costs** **\$7,559.02**

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 - Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 - Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning