

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile
bill@polarislawgroup.com

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

VICTORIA TICE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRADER JOE'S COMPANY, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20CV00892

[Assigned to the Honorable Thomas P.
Anderle, Department 3]

**DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: September 6, 2023

Time: 10:00 A.M.

Dept.: 3

Complaint Filed: February 14, 2020

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Victoria Tice v. Trader Joe’s Company* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (iv) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (v) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vi) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payments to both Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (vii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On May 18, 2023, Phoenix received a data file (“Class List”) from Defense Counsel that contained names, last known mailing addresses, and Social Security numbers for each Class Member from February 14, 2017 to January 11, 2023 (“Class Period”). Defense Counsel provided a supplemental file on May 26, 2023 with the termination date of each Class Member, in order for Phoenix to determine which Class Members worked from February 10, 2019 to January 11, 2023 (“PAGA Period”). The final mailing list contained nine hundred fifty-one (951) individuals identified as Class Members.

1 4. On May 22, 2023, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On June 5, 2023, Phoenix mailed the Notice via U.S. first class mail, in English and
6 Spanish, to all nine hundred fifty-one (951) Class Members on the Class List. A true and correct
7 copy of the mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, seven (7) Notices have been returned to Phoenix.
9 None were returned with a forwarding address. For the seven (7) Notices returned from the Post
10 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
11 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
12 Of the seven (7) Notices that were skip traced, seven (7) updated addresses were obtained and the
13 Notice was promptly re-mailed to those Class Members via first class mail.

14 7. As of the date of this declaration, zero (0) Notices remain undeliverable.

15 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
16 from Class Members. The deadline to request exclusion from the Class Settlement was July 20,
17 2023.

18 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
19 from Class Members. The deadline for objecting to the Class Settlement was July 20, 2023.

20 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
21 from Class Members. The deadline for submitting a dispute was July 20, 2023.

22 11. There are nine hundred fifty (950) Class Members who did not submit timely and
23 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
24 99.89% of the Class. Each Settlement Class Member will receive an equal Individual Settlement
25 Share of approximately \$135.03.

26 12. The Escalator Clause of the Settlement Agreement indicates if the actual Class Size
27 exceeds nine hundred ninety-six (996) individuals, the Gross Settlement Amount shall be increased
28 by a proportionate amount, or the Class and PAGA Periods shall be reduced as of the date the

1 number of Class Members increases beyond nine hundred ninety-six (996). The total number of
2 Class Members was nine hundred fifty-one (951). Since the total number of Class Members exceeds
3 nine hundred ninety-six (996), the Escalator Clause was not triggered.

4 13. The Net Settlement Amount of \$128,280.59 available to pay Settlement Class
5 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$113,333.33),
6 and Class Counsel costs (\$52,386.08), requested Enhancement Payment to Plaintiff Tice
7 (\$10,000.00), the PAGA Amount (\$25,000.00), and the requested Settlement Administration Costs
8 (\$11,000.00) from the Gross Settlement Amount (\$340,000.00).

9 14. Additionally, \$25,000.00 of the Gross Settlement Amount has been allocated toward
10 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
11 \$18,750.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
12 or \$6,250.00, of which shall be paid to all current and former hourly non-exempt individuals who
13 are or were employed by Defendant during the PAGA Period. There are nine hundred fifty-one
14 (951) Aggrieved Employees. Each Aggrieved Employee will receive an equal Individual PAGA
15 Payment of approximately \$6.57.

16 15. Phoenix's costs associated with the administration of this matter are \$11,000.00.
17 This includes all costs incurred to date, as well as estimated costs involved in completing the
18 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
19 **Exhibit B.**

20
21 I declare under penalty of perjury of the laws of the State of California that the foregoing is
22 true and correct.

23 Executed this 14th day of August 2023, at Orange, California.

24
25  _____
26 TAYLOR MITZNER
27
28

Exhibit A

«First_Name» «Last_Name»

Victoria Tice v. Trader Joe's Company
Superior Court of the State of California, County of Santa Barbara
Case No. 20CV00892

«PSA_ID»
«Presort_Tray_ID»
«Presort_Order»

If you are a former employee of Trader Joe's Company ("Trader Joe's" or "Defendant"), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

**YOUR ESTIMATED TOTAL SETTLEMENT PAYMENT FROM THIS CLASS ACTION
SETTLEMENT IS «Total_Est_Amt».**

This payment is referred to herein as "Total Payment" and may be subject to change.

- This lawsuit involves a class defined as: all former employees of Trader Joe's who were employed in the State of California at any time during the Class Period (February 14, 2017, through January 11, 2023) who received their final wages on a paycard, but for whom Trader Joe's does not currently have a written authorization for payment of final wages via pay card.
- This lawsuit also involves a group of all former employees of Trader Joe's who were employed in the State of California at any time during the PAGA Period (February 10, 2019, through January 11, 2023) who received their final wages on a paycard, but for whom Trader Joe's does not currently have a written authorization for payment of final wages via pay card ("PAGA Members").
- You are receiving this Notice because the records reflect that you may be a class member.
- Plaintiff Victoria Tice ("Plaintiff") alleges that Defendant issued final wages to employees via a paycard without authorization, which required employees to incur fees to use, was not fully cashable, and was not usable at all financial institutions, resulting in a failure to timely pay all wages owed at the time of separation of employment.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff's claims or Trader Joe's defenses.
- You will not be penalized or retaliated against by Trader Joe's for participating in this settlement.
- You have several options available to you:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

DO NOTHING	If you do nothing in response to this notice, you will receive your Total Payment, which is estimated above. You will also be considered a member of the settlement class and will be deemed to have released the claims made or that could have been made in this lawsuit. To ensure you receive your Total Payment, please notify the Settlement Administrator if your mailing address changes from now until you receive a settlement check. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: July 20, 2023)	If you ask to be excluded from the settlement, you will not receive your Total Payment. You will not be considered a member of the settlement class as to the class action claims brought by Plaintiff and will not have released the Released Claims (defined below). However, if you also meet the criteria of a PAGA member, you will receive a Private Attorneys General Act-only payment and you will be deemed to have released claims under PAGA, Labor Code § 2698, <i>et seq.</i> , premised on any violation of Labor Code §§ 201, 202, 203, 212 and/or 213. The PAGA-only payment that is estimated for you to receive is «PAGA_Amount» ("PAGA-Only Payment"). Important: You cannot ask to be excluded from the settlement <u>and</u> still receive your Total Payment. Also, if you are a PAGA Member, the PAGA-Only Payment is included in the Total Payment amount listed above.
OBJECT TO THE SETTLEMENT (Deadline: July 20, 2023)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the identified deadline. Regardless of how the Court rules on your objection, you will still be considered a member of the settlement class and to have released the claims made or that could have been made in this lawsuit. If the Court approves the settlement, you will still receive your Total Payment even if you have objected.
ATTEND THE FINAL APPROVAL HEARING	You can ask to speak in Court about the fairness of the settlement at the Final Approval Hearing. The Court will hold a Final Approval Hearing to determine whether the settlement is fair, reasonable, and adequate on September 6, 2023 at 10:00 a.m. More information regarding this hearing is set forth in section 10.

**Your options are explained in this notice.
To opt out or object, you must act by July 20, 2023.**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Trader Joe's former employees. You have received this notice because Trader Joe's records indicate that you are a member of the settlement class.

2. What is this lawsuit about?

This lawsuit was filed on February 14, 2020, on behalf of former employees of Trader Joe's in the State of California who received their final wages on a paycard despite Trader Joe's not retaining a signed written authorization for the payment of wages through this method. The lawsuit is limited by the time period commencing on February 14, 2017, and ending on January 11, 2023 ("Class Period"). The operative complaint alleges class and representative PAGA claims against Trader Joe's for issuing final wages via paycard without written authorization, that resulted in the failure to pay all wages owed at the time of separation of employment in violation of Labor Code sections 201, 202, 203, 212, and 213. The complaint also alleges a claim for civil penalties under PAGA for the same underlying violations.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Trader Joe's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate, and in the best interest of the class members to whom it applies given the outcome of their investigation, and the consumption of time and resources required in connection with further litigation. Although Trader Joe's disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Trader Joe's has also concluded that further litigation would be expensive and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$340,000. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$113,333.33
- Litigation Costs: \$55,000.00
- Settlements Administration Costs: \$11,000.00
- Class Representative Incentive Payment to Plaintiff: \$10,000.00
- Payment of PAGA penalties to the Labor and Workforce Development Agency ("LWDA"): \$18,750.00, representing its share of the settlement payment for the PAGA claims made pursuant to Labor Code § 2699.
- Payment of PAGA Penalties to the Aggrieved Employees: \$6,250.00, representing their share of the settlement payment for the PAGA claims made pursuant to Labor Code § 2699.

After these deductions, and to the extent that the Court approves these amounts, approximately \$125,666.67 is estimated to be available for payment to the class members receiving this notice ("Net Settlement Amount"). These amounts may change and are subject to Court approval.

Each class member's Total Settlement Payment shall be determined as follows:

- Individual Settlement Payment: The Net Settlement Amount will be divided equally among all Class Members on a per capita basis.
- PAGA-Only Payment: PAGA penalties in the amount of \$6,250.00 will be divided equally among PAGA Members on a per capita basis.

All settlement payments will be treated as penalties and interest, shall not be subject to withholding of employment taxes, and shall be reported by IRS 1099 forms.

According to Trader Joe's records, your employment ended on «Term_Date».

If you disagree with the above information and would like someone to look into the matter, please follow the procedure below. Based on the above information, your estimated settlement amount is «Total_Est_Amt».

6. What if I disagree with information shown above?

If you believe the information in the notice is incorrect regarding your dates of employment, you can provide documentation or explanation to the Settlement Administrator to show contrary information. You can write a letter setting forth the dates of employment that you believe is correct. You may attach any relevant documentation in support thereof. You must mail or fax your letter to:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773

You must submit such information by July 20, 2023. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you would like to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will release by doing nothing and participating in the settlement are as follows:

“Released Claims” means all claims, rights, demands, liabilities and causes of action that are alleged or could have been alleged based on the facts, allegations and/or claims asserted in the operative complaint in this action including the following claims: (i) failure to pay wages timely at time of termination or resignation (Labor Code §§ 201-203, 212, 213). This release shall apply to claims arising during the Class Period (the period commencing on February 14, 2017, and ending on January 11, 2023).

Even if you opt-out of the class action settlement, if you are a member of the PAGA settlement you cannot opt-out of the PAGA portion of this lawsuit and will release the following:

“PAGA Released Claims” means all claims, rights, demands, liabilities and causes of action that are alleged or could have been alleged based on the facts, allegations, and/or claims asserted in the operative complaint, under the PAGA, Cal. Lab. Code §§ 2698, *et seq.*, which are premised on alleged violations of the California Labor Code for: (i) failure to pay wages timely at time of termination or resignation (Labor Code §§ 201-203, 212, 213). This release shall apply to claims arising during the PAGA Period (the period commencing on February 10, 2019, and ending on January 11, 2023).

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“Request for Exclusion”) by completing, signing, and mailing/faxing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, Phoenix Settlement Administrators, at the following address by July 20, 2023.

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773

Your letter must include (1) your name, current address, and telephone number; (2) a statement indicating your request to opt out of or be excluded from the settlement; (3) your signature; and (4) be postmarked or fax stamped on or before July 20, 2023.

If your Request for Exclusion is postmarked or fax stamped after July 20, 2023, it will be rejected as untimely, and you will be a Participating Class Member and be bound by the settlement terms and release.

Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive an Individual Settlement Payment as part of this settlement. Such individuals will keep any right to sue Trader Joe’s separately about the claims made in this lawsuit, with the exception of the PAGA claims, which will be released upon court approval of the PAGA settlement. However, even if you submit a valid Request for Exclusion, if you are a PAGA Member you cannot opt-out of the PAGA portion of this lawsuit and will still receive your PAGA-Only Payment and be deemed to have released the PAGA claims being resolved by this settlement.

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator by mail or fax no later than July 20, 2023. The Court will decide on the objections at the Final Approval Hearing. If your objection is overruled at the Final Approval Hearing, you will still be bound by the terms of this settlement and will receive a settlement payment.

For written objections to be valid, you must state your full name, the basis of your objection, and state whether you intend to appear at the Final Approval Hearing. Any class member may make an objection at the Final Approval Hearing with or without submitting any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defense Counsel no later than July 20, 2023. The Final Approval and Fairness Hearing will be held in Dept. 3 of the Santa Barbara County Superior Court, Anacapa Division, located at 1100 Anacapa Street, Santa Barbara, California 931213 on September 6, 2023, at 10:00 a.m. (Pacific Time).

11. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel:

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 3 of the Santa Barbara County Superior Court, Anacapa Division, located at 1100 Anacapa Street, Santa Barbara, California 931213 on September 6, 2023, at 10:00 a.m. (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's incentive award, and the costs of settlement administration. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

Hearings before the judge overseeing this case are now being conducted in person. However, remote appearances are still permitted, and are offered with the assistance of a third-party service provider, Zoom. If that remains the case at the time of the final fairness hearing, class members who wish to appear at the final fairness hearing remotely should contact Judge Anderle's secretary to arrange an appearance through Zoom, at least three days before the hearing if possible.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may telephone the Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773, or Class Counsel (listed above). You may also review the settlement agreement, which is on file with the Clerk of the Santa Barbara County Superior Court, 1100 Anacapa Street, Santa Barbara, California 931213, and may also be reviewed online at <https://portal.sbcourts.org/CASBCIVILPORTAL/Home/Dashboard/29>.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S ATTORNEYS: Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555; and William L. Marder of Polaris Law Group, 501 San Benito Street, Suite 200, Hollister, CA 95023, Phone: (831) 531-4214.

Please do not telephone the Court, the Office of the Clerk, or Trader Joe's counsel for information regarding this settlement.

«First_Name» «Last_Name»

Victoria Tice contra Trader Joe's Company
Tribunal Superior del Estado de California, Condado de Santa Bárbara
Caso n° 20CV00892

«PSA_ID»
«Presort_Tray_ID»
«Presort_Order»

Si usted es un antiguo empleado de Trader Joe's Company ("Trader Joe's" o "Demandado"), una demanda colectiva puede afectar a sus derechos y usted puede tener derecho a beneficios en virtud del acuerdo.

Usted no ha sido Demandado. Un tribunal autorizó esta notificación. No se trata de una solicitud de un abogado.

LEA ATENTAMENTE ESTE AVISO. CONTIENE INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS.

SU PAGO TOTAL ESTIMADO DEL ACUERDO DE ESTA DEMANDA COLECTIVA ES DE
«Total_Est_Amt».

Este pago se denomina en el presente documento "Pago total" y puede estar sujeto a cambios.

- Esta demanda involucra a una clase definida como: todos los ex empleados de Trader Joe's que estuvieron empleados en el Estado de California en cualquier momento durante el Período de la Clase (14 de febrero de 2017 hasta el 11 de enero de 2023) que recibieron sus salarios finales en una tarjeta de pago, pero para quienes Trader Joe's no tiene actualmente una autorización por escrito para el pago de los salarios finales a través de la tarjeta de pago.
- Esta demanda también involucra a un grupo de todos los ex empleados de Trader Joe's que estuvieron empleados en el Estado de California en cualquier momento durante el Período PAGA (10 de febrero de 2019 hasta el 11 de enero de 2023) que recibieron sus salarios finales en una tarjeta de pago, pero para quienes Trader Joe's no tiene actualmente una autorización por escrito para el pago de salarios finales mediante tarjeta de pago ("Miembros PAGA").
- Está recibiendo este Aviso porque los registros reflejan que usted puede ser un miembro de la clase.
- La Demandante Victoria Tice ("Demandante") alega que el Demandado emitió los salarios finales a los empleados a través de una tarjeta de pago sin autorización, que requería que los empleados incurrieran en gastos para su uso, no era totalmente cobrable y no era utilizable en todas las instituciones financieras, lo que resultó en el incumplimiento del pago puntual de todos los salarios adeudados en el momento de la separación del empleo.
- Se ha llegado a un acuerdo que afecta a sus derechos. Aunque el Tribunal ha autorizado a las Partes a proporcionar esta notificación del acuerdo propuesto, el Tribunal no ha expresado ninguna opinión sobre el fondo de las reclamaciones de la Demandante o las defensas de Trader Joe.
- Trader Joe's no le penalizará ni tomará represalias contra usted por participar en este acuerdo.
- Dispone de varias opciones:

SUS DERECHOS Y OPCIONES LEGALES EN ESTE PLEITO

NO HACER NADA	Si no hace nada en respuesta a este aviso, recibirá su pago total, que se estima más arriba. También se le considerará miembro de la clase del acuerdo y se considerará que ha renunciado a las reclamaciones presentadas o que se podrían haber presentado en esta demanda. Para asegurarse de recibir su Pago Total, notifique al Administrador del Acuerdo si su dirección postal cambia desde ahora hasta que reciba el cheque del acuerdo. Una vez que el Tribunal conceda la aprobación definitiva del acuerdo, el Administrador del Acuerdo le enviará su cheque por correo a la dirección que conste en sus archivos.
EXCLUIRSE DEL ACUERDO (Fecha límite: 20 de julio de 2023)	Si solicita ser excluido del acuerdo, no recibirá su Pago Total. No se le considerará miembro de la clase del acuerdo en cuanto a las demandas colectivas presentadas por la Demandante y no habrá liberado las Demandas Liberadas (definidas más adelante). Sin embargo, si también cumple los criterios de un miembro de PAGA, recibirá un pago sólo en virtud de la Ley de Abogados Generales Privados (Private Attorneys General Act) y se considerará que ha liberado las reclamaciones en virtud de PAGA, Código Laboral § 2698, y <i>siguientes</i> , basadas en cualquier violación de los §§ 201, 202, 203, 212 y/o 213 del Código Laboral. El pago sólo PAGA que se estima que usted recibirá es de «PAGA_Amount» ("Pago sólo PAGA"). Importante: No puede solicitar ser excluido del acuerdo y seguir recibiendo su Pago Total. Además, si usted es miembro de PAGA, el Pago Exclusivo de PAGA está incluido en el importe del Pago Total indicado anteriormente.
OPONERSE AL ACUERDO (Fecha límite: 20 de julio de 2023)	Si no está de acuerdo con el acuerdo, puede enviar una objeción por escrito al Administrador del Acuerdo antes de la fecha límite indicada. Independientemente de cómo se pronuncie el Tribunal sobre su objeción, se le seguirá considerando miembro de la clase del acuerdo y que ha renunciado a las reclamaciones realizadas o que podría haber realizado en este pleito. Si el Tribunal aprueba el acuerdo, seguirá recibiendo su pago total aunque haya objetado.
ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL	Puede solicitar hablar ante el Tribunal sobre la equidad del acuerdo en la Audiencia de Aprobación Definitiva. El Tribunal celebrará una Audiencia de Aprobación Definitiva para determinar si el acuerdo es justo, razonable y adecuado el 6 de septiembre de 2023 a las 10:00 a.m. En la sección 10 encontrará más información sobre esta audiencia.

Sus opciones se explican en este aviso.
Para excluirse u oponerse, debe actuar antes del 20 de julio de 2023.

1. ¿Por qué he recibido este aviso?

Se ha llegado a un acuerdo propuesto en una demanda colectiva que se interpuso en nombre de los antiguos empleados de Trader Joe's. Usted ha recibido este aviso porque los registros de Trader Joe's indican que es miembro de la clase del acuerdo.

2. ¿De qué trata esta demanda?

Esta demanda fue presentada el 14 de febrero de 2020, en nombre de ex empleados de Trader Joe's en el Estado de California que recibieron sus salarios finales en una tarjeta de pago a pesar de que Trader Joe's no conservó una autorización escrita y firmada para el pago de salarios a través de este método. La demanda está limitada por el período de tiempo que comienza el 14 de febrero de 2017 y termina el 11 de enero de 2023 ("Período de la Clase"). La demanda operativa alega reclamaciones PAGA colectivas y representativas contra Trader Joe's por la emisión de salarios finales mediante tarjeta de pago sin autorización escrita, que resultó en la falta de pago de todos los salarios adeudados en el momento de la separación del empleo en violación de las secciones 201, 202, 203, 212 y 213 del Código Laboral. La demanda también alega una reclamación de sanciones civiles en virtud de PAGA por las mismas violaciones subyacentes.

3. ¿Ha decidido el Tribunal quién tiene razón?

No. El Tribunal no ha tomado ninguna decisión sobre el fondo de las alegaciones de la Demandante o las defensas de Trader Joe.

4. ¿Por qué se resolvió este caso?

Las Partes llegaron a un acuerdo para evitar el riesgo, los inconvenientes y los gastos de un litigio ulterior. La Demandante y sus abogados creen que el acuerdo propuesto es justo, adecuado, y en el mejor interés de los miembros de la clase a quienes se aplica dado el resultado de su investigación, y el consumo de tiempo y recursos requeridos en conexión con más litigios. Aunque Trader Joe's disputa las reclamaciones de la Demandante y afirma que ha cumplido con todas sus obligaciones legales hacia sus empleados, Trader Joe's también ha llegado a la conclusión de que más litigios serían costosos y desviarían el tiempo de la dirección y de los empleados.

5. ¿Cuáles son los términos del acuerdo y cuánto recibiré?

El importe bruto del acuerdo asciende a \$340,000. En virtud del acuerdo propuesto, se deducirán las siguientes cantidades antes de efectuar cualquier pago a los empleados, sujeto a la aprobación final del Tribunal:

- Honorarios de los abogados: \$113,333.33
- Costes del litigio: \$55,000.00
- Gastos de Administración de los Acuerdos: \$11,000.00
- Pago de incentivo del representante del grupo al Demandante: \$10,000.00
- Pago de sanciones PAGA a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA"): \$18,750.00, que representan su parte del pago de liquidación por las reclamaciones PAGA realizadas de conformidad con el Código Laboral § 2699.
- Pago de sanciones PAGA a los empleados agraviados: \$6,250.00, que representan su parte del pago de liquidación por las reclamaciones PAGA hechas de conformidad con el Código Laboral § 2699.

Tras estas deducciones, y en la medida en que el Tribunal apruebe estos importes, se estima que aproximadamente \$125,666.67 estarán disponibles para su pago a los miembros del grupo que reciban esta notificación ("Importe neto del acuerdo"). Estas cantidades pueden cambiar y están sujetas a la aprobación del Tribunal.

El Pago Total del Acuerdo de cada miembro del grupo se determinará de la siguiente manera:

- Pago individual del Acuerdo: El Importe Neto del Acuerdo se dividirá a partes iguales entre todos los Miembros de la Clase sobre una base per cápita.
- Pago Único PAGA: Las sanciones de PAGA por un importe de \$6,250.00 se dividirán a partes iguales entre los miembros de PAGA sobre una base per cápita.

Todos los pagos de liquidación se tratarán como penalizaciones e intereses, no estarán sujetos a retención de impuestos laborales y se informará de ellos mediante los formularios 1099 del IRS.

Según los registros de Trader Joe, su empleo terminó «Term_Date».

Si no está de acuerdo con la información anterior y desea que alguien estudie el asunto, siga el procedimiento que se indica a continuación. Basándonos en la información anterior, el importe estimado de su indemnización es «Total_Est_Amt».

6. ¿Qué ocurre si no estoy de acuerdo con la información mostrada anteriormente?

Si cree que la información de la notificación es incorrecta con respecto a sus fechas de empleo, puede proporcionar documentación o explicaciones al Administrador del Acuerdo para demostrar lo contrario. Puede escribir una carta en la que exponga las fechas de empleo que considera correctas. Puede adjuntar cualquier documentación pertinente en apoyo de la misma. Debe enviar su carta por correo o fax a

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Teléfono: (800) 523-5773

Deberá presentar dicha información antes del 20 de julio de 2023. Los Abogados del Grupo y el Administrador del Acuerdo trabajarán juntos de buena fe y harán todo lo posible para resolver rápidamente la disputa basándose en los registros disponibles. En caso de que no puedan resolver cualquier disputa bajo esta Sección, el Administrador del Acuerdo revisará toda la información, material y documentos y tomará una decisión con respecto a la disputa.

7. ¿Qué tengo que hacer para recibir una parte de la indemnización?

Si desea recibir una indemnización conforme a los términos de este acuerdo, no tiene que hacer nada. Sin embargo, es aconsejable que confirme su dirección postal actual con el Administrador del Acuerdo para asegurarse de que recibe su parte del acuerdo. Si se muda, deberá notificar su nueva dirección al Administrador del Acuerdo. Estará cubierto por la exoneración resumida en la sección 8, más abajo.

8. ¿A qué derechos estoy renunciando?

Las reclamaciones que usted liberará al no hacer nada y participar en el acuerdo son las siguientes:

“Reclamaciones Liberadas” se refiere a todas las reclamaciones, derechos, demandas, responsabilidades y causas de acción que se alegan o podrían haberse alegado sobre la base de los hechos, alegaciones y/o reclamaciones afirmados en la demanda operativa de esta acción, incluidas las siguientes reclamaciones: (i) falta de pago oportuno de los salarios en el momento del despido o la renuncia (Código Laboral §§ 201-203, 212, 213). Esta exoneración se aplicará a las reclamaciones que surjan durante el Período de la Demanda Colectiva (el período que comienza el 14 de febrero de 2017 y finaliza el 11 de enero de 2023).

Incluso si opta por no participar en el acuerdo de demanda colectiva, si es miembro del acuerdo PAGA no puede optar por no participar en la parte PAGA de esta demanda y liberará lo siguiente:

“Reclamaciones liberadas de la PAGA” significa todas las reclamaciones, derechos, demandas, responsabilidades y causas de acción que se alegan o podrían haberse alegado basándose en los hechos, alegaciones y/o reclamaciones afirmadas en la demanda operativa, en virtud de la PAGA, Código Laboral de California §§ 2698, y *siguientes*, que se basan en supuestas violaciones del Código Laboral de California por (i) falta de pago puntual de los salarios en el momento del despido o la dimisión (Código Laboral §§ 201-203, 212, 213). Esta exoneración se aplicará a las reclamaciones que surjan durante el Período PAGA (el periodo que comienza el 10 de febrero de 2019 y finaliza el 11 de enero de 2023).

9. ¿Qué ocurre si no deseo participar?

Cualquier persona que no desee participar en el acuerdo puede excluirse (“Solicitud de exclusión”) rellenando, firmando y enviando por correo/fax una carta indicando que no desea participar en el acuerdo al Administrador del Acuerdo, Phoenix Settlement Administrators, a la siguiente dirección antes del 20 de julio de 2023.

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Teléfono: (800) 523-5773

Su carta debe incluir (1) su nombre, dirección actual y número de teléfono; (2) una declaración indicando su solicitud de optar por no participar o ser excluido del acuerdo; (3) su firma; y (4) estar matasellada o sellada por fax a más tardar el 20 de julio de 2023.

Si su Solicitud de Exclusión lleva matasellos postal o fax con fecha posterior al 20 de julio de 2023, será rechazada por extemporánea, y usted será un Miembro del Grupo Participante y quedará vinculado por los términos del acuerdo y la exoneración.

Cualquier persona que presente una Solicitud de Exclusión oportuna y válida no será considerada Miembro Participante de la Clase y no recibirá un Pago Individual del Acuerdo como parte de este acuerdo. Dichas personas conservarán cualquier derecho a demandar a Trader Joe's por separado en relación con las reclamaciones presentadas en esta demanda, con la excepción de las reclamaciones PAGA, que se liberarán una vez que el tribunal apruebe el acuerdo PAGA. Sin embargo, incluso si usted presenta una Solicitud de Exclusión válida, si usted es un Miembro PAGA no puede optar por excluirse de la parte PAGA de esta demanda y seguirá recibiendo su Pago Exclusivo PAGA y se considerará que ha renunciado a las reclamaciones PAGA que se están resolviendo mediante este acuerdo.

10. ¿Qué pasa si tengo una objeción?

Un miembro del grupo puede objetar al acuerdo por escrito o en persona. Las objeciones por escrito y todos los escritos de apoyo u otros materiales deben presentarse al Administrador del Acuerdo por correo o fax a más tardar el 20 de julio de 2023. El Tribunal decidirá sobre las objeciones en la Audiencia de Aprobación Definitiva. Si su objeción es desestimada en la Audiencia de Aprobación Definitiva, seguirá estando obligado por los términos de este acuerdo y recibirá un pago del acuerdo.

Para que las objeciones por escrito sean válidas, deberá indicar su nombre completo, el fundamento de su objeción y declarar si tiene intención de comparecer en la Audiencia de Aprobación Definitiva. Cualquier miembro del grupo puede presentar una objeción en la Audiencia de Aprobación Definitiva con o sin presentar una objeción por escrito. El miembro del grupo podrá comparecer personalmente o a través de un abogado, a sus expensas, en la Audiencia de Aprobación Definitiva para presentar su objeción directamente al Tribunal. Cualquier abogado que vaya a representar a una persona que se oponga a este Acuerdo y que no haya presentado una objeción por escrito deberá presentar una notificación de comparecencia ante el Juez y notificar a los Abogados del Grupo y a los Abogados de la Defensa a más tardar el 20 de julio de 2023. La Audiencia de Aprobación Definitiva y Equidad se celebrará en el Depto. 3 del Tribunal Superior del Condado de Santa Bárbara, División Anacapa, ubicado en 1100 Anacapa Street, Santa Bárbara, California 931213, el 6 de septiembre de 2023, a las 10:00 a.m. (Horario del Pacífico).

11. ¿Necesito un abogado? ¿Quiénes son los abogados en este caso?

No es necesario que contrate a su propio abogado porque el abogado del grupo de Demandantes trabaja en su nombre. Sin embargo, si desea tener su propio abogado, es libre de contratarlo a su costa.

Los siguientes son los Abogados de la Clase:

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 Fax

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 Fax

12. ¿Qué sucede a continuación en el caso?

El Acuerdo sólo ha sido aprobado de forma preliminar. El Tribunal celebrará una audiencia en el Depto. 3 del Tribunal Superior del Condado de Santa Bárbara, División Anacapa, ubicado en 1100 Anacapa Street, Santa Bárbara, California 931213, el 6 de septiembre de 2023, a las 10:00 a.m. (Hora del Pacífico), para considerar cualquier objeción y determinar si el acuerdo debe ser aprobado definitivamente como justo, razonable y adecuado. También se pedirá al Tribunal que apruebe la solicitud de los Abogados del Grupo de honorarios y costes de abogados, el premio de incentivo de la Demandante y los costes de administración del acuerdo. En la Audiencia de Aprobación Definitiva, el Tribunal escuchará todas las objeciones, así como los argumentos a favor y en contra del acuerdo propuesto. Usted tiene derecho a asistir a esta audiencia, pero no está obligado a hacerlo. También tiene derecho a contratar a un abogado que le represente, a sus expensas, o a comparecer y representarse a sí mismo. La audiencia puede prorrogarse sin necesidad de notificárselo. No es necesario que comparezca en esta audiencia.

Las comparecencias ante el juez que supervisa este caso se realizan ahora en persona. Sin embargo, las comparecencias a distancia siguen estando permitidas, y se ofrecen con la asistencia de un proveedor de servicios externo, Zoom. Si ese sigue siendo el caso en el momento de la audiencia de equidad final, los miembros del grupo que deseen comparecer en la audiencia de equidad final a distancia deberán ponerse en contacto con la secretaria del juez Anderle para concertar una comparecencia a través de Zoom, al menos tres días antes de la audiencia si es posible.

13. ¿Cómo puedo recibir más información?

Este aviso es un resumen de los términos básicos del acuerdo. Para más información, puede llamar por teléfono a los Administradores del Acuerdo Phoenix, P.O. Box 7208, Orange, CA 92863, Teléfono: (800) 523-5773, o a los Abogados del Grupo (arriba indicados). También puede consultar el acuerdo de liquidación, que se encuentra archivado en la Secretaría del Tribunal Superior del Condado de Santa Bárbara, 1100 Anacapa Street, Santa Bárbara, California 931213, y también puede consultarse en línea en <https://portal.sbcourts.org/CASBCIVILPORTAL/Home/Dashboard/29>.

TODAS LAS CONSULTAS RELATIVAS A ESTE LITIGIO DEBEN HACERSE A LOS ABOGADOS DE LA DEMANDANTE: Larry W. Lee y Max W. Gavron de Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Teléfono: (213) 488-6555; y William L. Marder de Polaris Law Group, 501 San Benito Street, Suite 200, Hollister, CA 95023, Teléfono: (831) 531-4214.

Por favor, no llame por teléfono al Tribunal, a la Oficina del Secretario, o al abogado de Trader Joe's para obtener información sobre este acuerdo.

Exhibit B



CASE ASSUMPTIONS

Class Members	951
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	950
Subtotal Admin Only	\$11,019.05

Not-to-Exceed Total **\$11,000.00**

July 26, 2023

Case: Victoria Tice v Trader Joe's Opt-Out wTranslation

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$136.42	1	\$136.42
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$200.00	1	\$200.00
Total			\$768.42

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	951	\$237.75
Notice Packet & Opt-Out Form	\$1.25	951	\$1,188.75
Estimated Postage (up to 2 oz.)*	\$0.84	951	\$798.84
Static Website	\$200.00	1	\$200.00
Language Translation	\$900.00	1	\$900.00
Total			\$3,575.34

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	143	\$142.65
Remail Notice Packets	\$1.25	143	\$178.31
Estimated Postage	\$0.84	143	\$119.83
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$705.79

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
		Total	\$795.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$0.95	950	\$902.50
Estimated Postage	\$0.61	950	\$579.50
		Total	\$2,797.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	2	\$200.00
Remail Undeliverable Checks (Postage Included)	\$1.50	95	\$142.50
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$70.00	2	\$140.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Check to Cy-Pres	\$125.00	1	\$125.00
Uncashed Checks to the State of California Controllers Office Estimated 60 Total Class Members	\$0.00	1	\$0.00
		Total	\$2,377.50

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$11,019.05