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ROSALBA RAMIREZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ROSALBA RAMIREZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

MOLDED DEVICES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. RIC2001161

*[Assigned to the Honorable Craig G. Riemer in
Dept. 1]*

**DECLARATION OF JODEY LAWRENCE ON
BEHALF OF PHOENIX SETTLEMENT
ADMINISTRATORS WITH RESPECT TO
NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: February 15, 2022
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: March 11, 2020
Trial Date: None Set

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I, JODEY LAWRENCE, declare as follows:

1. I am employed by Phoenix Settlement Administrators (“PSA”), the court appointed class action settlement administrator and Case Manager for *Rosalba Ramirez v. Molded Devices, Inc.* and have personal knowledge of the facts set forth in this Declaration, and if called as a witness, could and would testify competently thereto.

2. PSA has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. PSA specializes in pre-settlement consultation, data management, legal notification, call center support, settlement processing and tax reporting.

3. PSA was selected by the Parties and approved by the Court to provide notice of the settlement and processing services in this action. In this capacity, PSA was charged with: a) preparing, translating, printing and providing to Settlement Class members the *Notice of Pendency of Class Action and Proposed Settlement, Dispute Regarding Notice of Settlement, Request for Exclusion Form, and Objection Form* (hereinafter collectively referred to as “Notice Packet”); b) processing undeliverable mail and locating updated addresses for Settlement Class members; c) establishing a toll-free number to assist and address any questions from members of the settlement class; d) receiving and validating disputes, objection forms and requests for exclusions submitted by Settlement Class members; e) providing weekly reports to the Parties; and f) establishing and administering a qualified settlement fund to disburse all settlement payments. If the Court grants final approval of the Settlement, PSA will be responsible, among other things, for: g) calculating Individual Settlement Payments for each Settlement Class member; h) issuing and distributing Class Counsel’s fees and costs, the Named Plaintiff’s enhancement payment, the LWDA payment and Settlement Payments to Settlement Class members; i) calculating and remitting all amounts due to the appropriate federal, state, and local tax authorities; j) receiving and reviewing other communications about the Settlement; k) filing any required reports with the Court; and l) performing any additional tasks requested by the Parties.

1 4. PSA received the Court-approved text for the Notice Packet from Plaintiff's Counsel
2 on October 8, 2021. The Class Notice advised Class Members of their right to opt out from the
3 Settlement, dispute information in the notice of settlement award, object to the Settlement, or do
4 nothing, and the implications of each such action. The Class Notice advised Class Members of
5 applicable deadlines and other events, including the Final Approval Hearing, and how Class Members
6 could obtain additional information. The Notice of Settlement Award was pre-printed with the name
7 and address of the Class Member, work weeks and date of employment used to calculate his/her
8 estimated settlement share, and instructions for challenging the work weeks and dates of employment.

9 5. PSA prepared a draft of the mailing to the Settlement Class members. PSA had the
10 Notice Packet translated from English to Spanish by a Court certified translator. The mailing consisted
11 of an eight (8) page Notice Packet in English and eight (8) page Notice Packet in Spanish. Attached
12 hereto as **Exhibit A** is a true and correct copy of the Notice Packet that was mailed to Settlement Class
13 members. PSA received approval from the Parties and a sufficient number of each were printed
14 according to the anticipated class size.

15 6. On October 12, 2021, PSA received data files from Defense Counsel containing a class
16 list including the names, last known addresses, phone numbers, social security numbers, positions held,
17 the dates of employment and the number of workweeks worked by each Settlement Class Member
18 while employed during the Class Period.

19 7. On October 26, 2021, PSA conducted a National Change of Address ("NCOA") search
20 in an attempt to update the class list of addresses as accurately as possible, for all Settlement Class
21 members. A search of this database provided updated addresses for any individual who had moved in
22 the previous four (4) years and notified the U.S. Postal Service of their change of address.

23 8. The Notice Packets were enclosed in envelopes with the names and last known
24 addresses printed on them. On October 28, 2021, the Notice Packets were mailed by U.S. first class
25 mail to one hundred eighty-two (182) Settlement Class members. The deadline to submit disputes,
26 requests for exclusion or objections was December 27, 2021.

27 9. As of the date of this declaration, thirteen (13) Notice Packets were returned to our
28 office by the Post Office without a forwarding address. PSA performed a Skip Trace on all returned

mail with no forwarding address in an attempt to locate a better address using TransUnion TLOxp, one of the most comprehensive databases available. It utilizes hundreds of different databases supplied by credit reporting agencies, public records and a variety of other national databases.

10. As of the date of this declaration, zero (0) Class Members contacted Phoenix requesting another Notice Packet to be mailed to them.

11. As of the date of this declaration, thirteen (13) Notice Packets were re-mailed during the response period as a result of locating a better address after Skip Trace, a forwarding address being provided by the Post Office, or a Settlement Class member made a request.

12. As of the date of this declaration, there are a total of three (3) undeliverable Notice Packets because no forwarding address was provided and/or no new address was obtained through Skip Trace. The three undeliverable Notice Packets are to former employees.

13. As of the date of this declaration, PSA has received zero (0) requests for exclusion. Therefore, as of the date of this declaration, the participation rate amongst the Settlement Class members is 100%.

14. As of the date of this declaration, PSA has not received any workweek disputes submitted by Class Members.

15. As of the date of this declaration, PSA has not received any objections to the Settlement.

16. Pursuant to the terms of the Settlement Agreement, Settlement Class members will receive a portion of the Net Settlement Amount based on the number of workweeks Settlement Class members were employed during the Class Period. As of the date of this declaration, the estimated Net Settlement Amount available to the Settlement Class members is as follows:

Gross Settlement Amount (“GSA”):	\$350,000.00
Less Attorney’s Fees (Requested):	\$116,666.66
Less Litigation Costs/Expenses (Requested):	\$18,416.49
Less Class Representative Service Award (Requested):	\$5,000.00
Less Settlement Administration costs (Requested):	\$3,995.00
Less PAGA allocation:	\$30,000.00
Net Settlement Amount (“NSA”):	\$175,921.85

1 17. As of the date of this declaration, and based on the Net Settlement Amount, the estimated
2 average settlement payment to each Settlement Class member, which is exclusive of the PAGA Amount,
3 is \$966.60 without applicable taxes, withholdings, and employee garnishments. The average settlement
4 payment to each Settlement Class member, inclusive of the PAGA Amount is \$1,007.81 without
5 applicable taxes, withholdings, and employee garnishments. The lowest estimated settlement payment
6 is \$11.76, and the highest estimated settlement payment is \$3,122.37 without applicable taxes,
7 withholdings, and employee garnishments. Plaintiff Rosalba Ramirez's individual Settlement Award
8 will be approximately \$2,173.32.

9 18. Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (which is 25% of
10 the \$30,000.00 designated to settle the PAGA cause of action) has been designated as the "PAGA
11 Amount". Each Participating Settlement Class member who was employed by Molded Devices at any
12 time from March 11, 2019, through February 13, 2021, shall receive a portion of the PAGA Amount
13 proportionate to the number of workweeks that he or she worked during the period of March 11, 2019,
14 through February 13, 2021. Eighty-seven (87) Settlement Class members are receiving a portion of
15 the PAGA Amount and the average PAGA payment is \$87.21.

16 19. Pursuant to the terms of the Settlement Agreement, Defendant will pay the employer's
17 share of payroll taxes separately from, and in addition to, the Gross Settlement Amount. The
18 employer's share of payroll taxes is estimated to be \$7,834.37.

19 20. PSA will charge a flat fee of \$3,995.00 in costs associated with the administration of
20 the Settlement. This includes all costs incurred to date, as well as estimated costs involved in
21 completing the Settlement. A true and correct copy of the flat-fee invoice, which includes estimated
22 times for the various tasks performed by PSA, is attached hereto as **Exhibit B**.

23 21. As stated above, to date, PSA has spent time: (i) preparing, printing, translating and
24 mailing the Notice Packets in English and Spanish; (ii) performing skip traces on returned Notice
25 Packets; (iii) responding to inquiries from Settlement Class members; (iv) determining the validity of
26 the opt-outs; (v) providing weekly reports; (vi) calculating the individual settlement amount to each
27 Settlement Class member based on the formula in the Amended Stipulation of Settlement; and (vii)
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1 estimated the employer's share of payroll taxes. Given that PSA has agreed to a flat rate for
2 administration, PSA did not track the number of hours spent on this matter.

3 22. If the Court grants final approval, PSA will be responsible, among other things, for; (i)
4 issuing a settlement check to each Settlement Class member in an envelope that shall bear the notation
5 "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED"; (ii) distributing Class Counsel's
6 fees and costs; issue the payment to Plaintiff for the Named Plaintiff's enhancement payment; (iii)
7 issue the LWDA payment; (iv) calculating and remitting all amounts due to the appropriate federal,
8 state, and local tax authorities; (v) sending reminder postcards to any Settlement Class member whose
9 settlement check has not been cashed within sixty (60) days of mailing; (vi) after one hundred eighty
10 (180) days of issuing the individual settlement checks receiving and reviewing other communications
11 about the Settlement; (vii) filing any required reports with the Court; and (viii) performing any
12 additional tasks requested by the Parties, PSA will provide an accounting declaration regarding the
13 total amount of uncashed checks and further distribute the uncashed funds consistent with the
14 Settlement Agreement. In addition, for Settlement Class members who are Defendant's current
15 employees and the individual settlement checks mailed to those current employees is returned to PSA
16 as being undeliverable and PSA is unable to locate a valid mailing address, PSA shall arrange with
17 Defendant to have those individual settlement checks delivered to the employees at their place of
18 employment. All these duties are included in the agreed upon flat fee of \$3,995.00.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct, and that this declaration is executed on January 20, 2022, at Orange, California.

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22 _____
23 Jodey Lawrence
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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

ROSALBA RAMIREZ, as an individual and on behalf
of others similarly situated,

Plaintiff,

vs.

MOLDED DEVICES, INC., a California corporation;
and Does 1 through 100,

Defendants.

Case No. RIC2001161

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

To: All current and former hourly employees who have worked for Defendant Molded Devices, Inc. (“Defendant” or “Molded Devices”) in California at some time between March 11, 2016 and February 13, 2021. Collectively, these employees will be referred to as “Settlement Class Members.”

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

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Rosalba Ramirez v. Molded Devices, Inc.*, Riverside County Superior Court Case No. RIC2001161 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Molded Devices’ records show that you were employed at Molded Devices as an hourly employee in California at some time between March 11, 2016 and February 13, 2021 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to object to or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Rosalba Ramirez (“Plaintiff”) brought this Lawsuit against Molded Devices seeking to assert claims on behalf of a class of current and former hourly employees who worked for Molded Devices in California on or after March 11, 2016. Plaintiff Rosalba Ramirez is known as the “Class Representative,” and her attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Lawsuit alleges that Molded Devices failed to pay Settlement Class members all minimum wages, overtime wages, and all wages owed upon termination, and failed to provide to Settlement Class members all required meal and rest breaks. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendant failed to maintain accurate payroll records, failed to provide accurate, itemized wage statements and also engaged in unfair business practices.

Molded Devices asserts that it has complied with California law at all times. Molded Devices denies that it has done anything wrong, and says that all hourly employees in the class were properly compensated for all hours worked, were provided with meal and rest breaks, did take meal and rest breaks as required by law, were provided with accurate itemized wage statements, properly reimbursed for reasonable and necessary business expenses, and timely paid all wages at separation. Molded Devices denies that any unlawful policy or practice exists as to the above claims. Molded Devices further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Molded Devices, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Molded Devices has concluded that it is in its best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached after mediation between the parties.

The Class Representative and Class Counsel support the Settlement after conducting an investigation of the facts and applicable law. Among the reasons for support are the defenses to liability potentially available to Molded Devices, the risk of not being able to proceed in the lawsuit on behalf of all current and former hourly employees of Molded Devices who worked in California at some time between March 11, 2016 and February 13, 2021, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

The Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the final hearing.

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

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com Romina Tamiry rtamiry@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Defendant Molded Devices, Inc. HILL, FARRER & BURRILL LLP James A. Bowles jbowles@hfbllp.com Elissa L. Gysi egysi@hfbllp.com 300 So. Grand Ave., 37 th Floor Los Angeles, California 90071 Tel: (213) 621-0817 Fax: (213) 624-9441 www.hillfarrer.com
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What are the terms of the Settlement?

On **September 30, 2021**, the Court preliminarily certified a class, for settlement purposes only, of all current and former hourly employees who worked for Molded Devices in California at any time from March 11, 2016 through February 12, 2021. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Molded Devices as described below.

Molded Devices has agreed to pay \$350,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys' fees and expenses, payment to the Labor Workforce Development Agency ("LWDA"), settlement administration costs, and the Class Representative's Service Award. Molded Devices' share of payroll taxes associated with any wage payments to Settlement Class members shall be paid by Molded Devices separately from, and in addition to, the Gross Settlement Amount.

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

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside a flat fee in the amount of \$3,995.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$116,666.66, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount that shall not exceed \$30,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount of \$5,000.00, to compensate her for her service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$30,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code section 2699(i), seventy-five percent (75%) of such penalties, or Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$171,838.34, to be shared among up to an estimated 182 Settlement Class members. The NSA will be divided as follows:

Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.

In addition, the PAGA Amount will be allocated as follows. Each Settlement Class Member who was employed by Molded Devices at some time between March 11, 2019 and February 13, 2021, shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the period between March 11, 2019 and February 13, 2021, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class Member's number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all Settlement Class Members during this time period.

The estimate of the likely Individual Settlement Payment to the average Settlement Class Member is \$944.17, and the estimate of the range of possible Individual Settlement Payments is from approximately \$10.99 to \$2,925.67.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a completed, valid and timely Request for Exclusion form (described in more detail below). In addition, if the Court grants final approval of the Settlement, each Settlement Class members' share of the PAGA Amount will be mailed to all Settlement Class members who were employed by Molded Devices at some time between March 11, 2019 and February 13, 2021.

Payment by Molded Devices of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Molded Devices within thirty (30) calendar days after the "Effective Date" which is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Settlement Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Within ten (10) calendar days following Molded Devices' deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: Sixty Seven Percent (67%) as penalties and interest; and Thirty Three Percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms 1099 for the amounts allocated as penalties and interest and IRS Forms W-2 for amounts deemed "wages." Settlement Class members are responsible for the proper income tax treatment of the Settlement award. The Settlement Administrator, Molded Devices and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will release Molded Devices and all of their past and present officers, directors, employees, and agents (collectively the “Released Parties”), from all wage and hour claims for any and all violations of California’s Labor Code and Unfair Competition Law based on the factual allegations alleged in the operative complaint with respect the following claims: Defendant’s failure to pay for all hours worked (including minimum wages, hourly rate wages, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all wages due at the time of termination, failure to maintain accurate payroll records, failure to furnish accurate, itemized wage statements, failure to timely pay wages during employment, civil penalties under California’s Private Attorneys General Act of 2004 (“PAGA”) based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys’ fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders (collectively, the “Released Claims”). The time period of the Settlement Class Members’ Release shall be the same time period as the Class Period.

Release of PAGA. Plaintiff and all Settlement Class Members who were employed by Molded Devices in California at some time between March 11, 2019 and February 13, 2021, will not have the opportunity to opt out or object to the PAGA Amount or opt-out of the release of the PAGA claim, although the release of PAGA claim will be subject to Court approval.

The releases identified herein shall be null and void should the Settlement not be fully funded.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above) stated in the accompanying Dispute Regarding Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Regarding Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, the number of workweeks worked at some time between March 11, 2016 and February 13, 2021. The information contained in Molded Devices’ records regarding all of these factors, along with your estimated settlement award, is listed on the accompanying Dispute Regarding Notice of Settlement Award. If you disagree with the information in your Dispute Regarding Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Dispute Regarding Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **December 27, 2021**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing the enclosed “Request for Exclusion” form and sending the completed “Request for Exclusion” form to the Settlement Administrator at **Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863** postmarked no later than **December 27, 2021**. To be valid, the Request for Exclusion **must** be completely filled out and signed. However, you cannot exclude yourself from the PAGA Amount discussed herein.

Any person who mails a timely and valid Request for Exclusion form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement (aside from a portion of the PAGA Amount if the person was employed by Molded Devices at some time between March 11, 2019 and February 13, 2021). **Do not submit both a Dispute Regarding Notice of Settlement Award and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may complete the enclosed “Objection” form and mail it to the Settlement Administrator. To be valid, the Objection form **must** be completely filled out and signed. Written objections must be postmarked on or before **December 27, 2021**.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for **February 15, 2022 at 8:30 a.m.** in Department 1 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Rosalba Ramirez v. Molded Devices, Inc.*, Riverside County Superior Court Case No RIC2001161.

Any Class Member who elects to appear personally at the Court for any reason related to this Action must comply with the Court’s social distancing and mandatory face covering requirements, as well and other orders related to COVID-19. All such rules and orders can be located at the Court’s website: www.riversidecourts.ca.gov.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **February 15, 2022 at 8:30 a.m.**, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501. The Court will also be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members, except the Settlement Administrator will provide notice to any Settlement Class members who have submitted a timely objection. **You have the right to attend the Final Approval Hearing but are not required to do so. If you attend the hearing and/or retain your own separate attorney, it will be at your own expense.**

Any Settlement Class member who elects to appear personally at the Court for any reason related to this Action must comply with the Court's social distancing and mandatory face covering requirements, as well as other orders related to COVID-19. All such rules and orders can be located at the Court's website: www.riversidecourts.ca.gov.

The Court's final judgment will be posted on the Settlement Administrator's website <http://www.phoenixclassaction.com/judgments>.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information or contact the Settlement Administrator.

You may also access the Court's electronic case file with the following steps; Go to <https://www.riverside.courts.ca.gov/>; (ii) Click on the "Online Services" tab; (iii) Click on the "Search Court Records" option; (iv) in the "Civil, Family Law & Probate Records"; (v) click on "Case Number Search"; (vi) log onto your account or create an account if you do not have one; (viii) in the Case Number box enter "RIC2001161" and click "Search"; and (v) the name of the case should be appear "Ramirez vs. Molded Devices", click on the Case Number which appears to the right of the Case Name, you can view the schedule of upcoming hearings and other information about the case.

You may also obtain a copy of the Settlement by requesting a copy from the Settlement Administrator or by accessing the Court's electronic file as explained above, locate the entry for the "**Supplemental Declaration of Elizabeth Nguyen in Support of Plaintiff's Supplemental Brief ISO Motion for Preliminary Approval of Class Action Settlement**" filed on August 18, 2021, click on the document icon (it appears as a small camera) associated with that entry, and follow any additional prompts provided. The Settlement will be attached as Exhibit 2 to Ms. Nguyen's Declaration.

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

REMINDER AS TO TIME LIMITS

The deadline for submitting any Dispute Regarding Notice of Settlement Award, Request for Exclusion, or Objection is **December 27, 2021**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON **SEPTEMBER 30, 2021.**

CORTE SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE RIVERSIDE

ROSALBA RAMIREZ, a título individual y en
nombre de otras personas similarmente situadas,

Demandante,

vs.

MOLDED DEVICES, INC., una corporación de
California, y DOES 1 a 100,

Demandados.

No. de caso RIC2001161

**AVISO DE PENDENCIA DE DEMANDA
COLECTIVA Y ACUERDO PROPUESTO**

Para: Todos los empleados remunerados por hora presentes y pasados que han trabajado para el Demandado Molded Devices, Inc. (“Demandado” o “Molded Devices”) en California en algún momento durante el período comprendido entre el 11 de marzo de 2016 y el 13 de febrero de 2021. De forma colectiva, se hará referencia a estos empleados como los “Miembros de la Clase del Acuerdo”.

**POR FAVOR LEA ESTE AVISO DETENIDAMENTE
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS INDEPENDIENTEMENTE DE QUE ACTÚE O
NO**

¿Por qué debería leer este aviso?

La Corte ha concedido la aprobación preliminar de un acuerdo propuesto de demanda colectiva (el “Acuerdo”) en *Rosalba Ramirez v. Molded Devices, Inc.*, Corte Superior del Condado de Riverside, No. de caso RIC2001161 (la “Demanda”). Dado que sus derechos podrían verse afectados por este Acuerdo, es importante que usted lea este aviso detenidamente.

Puede que tenga derecho a recibir dinero de este Acuerdo. Los registros de Molded Devices indican que usted estuvo empleado en Molded Devices como empleado remunerado por hora en California en algún momento durante el período comprendido entre el 11 de marzo de 2016 y el 13 de febrero de 2021 (el “Período de la Clase”). La Corte ha ordenado que le sea enviado el presente Aviso porque usted podría tener derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta a sus derechos legales.

El propósito del presente aviso es proporcionarle una breve descripción de la Demanda, informarle acerca de los términos del Acuerdo, describir sus derechos en relación con el Acuerdo, y explicar qué pasos podría dar para oponerse o ser excluido del Acuerdo. Si usted no se excluye del Acuerdo y la Corte aprueba finalmente el presente Acuerdo, estará obligado por los términos del Acuerdo y cualquier sentencia final.

¿De qué trata este caso?

La parte Demandante Rosalba Ramirez (“Demandante”) interpuso esta Demanda contra Molded Devices solicitando hacer valer reclamos en nombre de una clase de empleados remunerados por hora presentes y pasados que trabajaron para Molded Devices en California el 11 de marzo de 2016 o con posterioridad a ésta fecha. A la parte Demandante Rosalba Ramirez se le conoce por el nombre de “Representante de la Clase”, y a sus abogados, que también representan los intereses de todos los Miembros de la Clase del Acuerdo, se les conoce como “Abogados de la Clase”.

La Demanda alega que Molded Devices no pagó a los Miembros de la Clase del Acuerdo todos los salarios mínimos, salarios por horas extra y todos los salarios debidos a la finalización del empleo, y no proporcionó a los Miembros de la Clase del Acuerdo todos los períodos requeridos de comida y descanso. Como resultado de las anteriores presuntas violaciones, la parte Demandante alega asimismo que el Demandado tampoco mantuvo registros salariales precisos, no proporcionó estados salariales detallados precisos y participó en prácticas comerciales desleales.

Molded Devices afirma que ha cumplido con la legislación de California en todo momento. Molded Devices niega haber actuado de forma inapropiada, y sostiene que se remuneró de forma apropiada a todos los empleados remunerados por hora por todas las horas trabajadas, se les proporcionaron períodos de comida y descanso, tomaron períodos de comida y descanso según lo estipulado por ley, se les proporcionaron estados salariales detallados precisos, se les reembolsaron apropiadamente los gastos profesionales razonables y necesarios, y se les pagaron a tiempo todos los salarios tras el cese del empleo. Molded Devices niega que exista ninguna política o práctica ilegal en relación con los reclamos anteriores. Molded Devices niega que deba a los Miembros de la Clase del Acuerdo ningún tipo de salario, restitución, sanción u otros daños. En consecuencia, el Acuerdo constituye un compromiso respecto a reclamos disputados, y no debería interpretarse como una admisión de responsabilidad por parte de Molded Devices, que rechaza de forma expresa toda responsabilidad.

La Corte no se ha pronunciado respecto a los fundamentos de los reclamos de la parte Demandante. Sin embargo, para evitar gastos, incomodidades e interferencias adicionales en sus operaciones comerciales, Molded Devices ha llegado a la conclusión de que les interesa tanto a ella como a los Miembros de la Clase del Acuerdo resolver la Demanda sobre la base de los términos resumidos en el presente Aviso. El Acuerdo fue alcanzado tras una mediación entre las partes.

El Representante de la Clase y los Abogados de la Clase respaldan el Acuerdo tras llevar a cabo una investigación de los hechos y legislación aplicable. Entre las razones para dicho respaldo se encuentran las defensas existentes potencialmente a disposición de Molded Devices, el riesgo de no poder proceder con la demanda en nombre de todos los empleados remunerados por hora presentes y pasados de Molded Devices que trabajaron en California en algún momento durante el período comprendido entre el 11 de marzo de 2016 y el 13 de febrero de 2021, los riesgos inherentes al juicio en atención a los fundamentos, y las demoras e incertidumbres asociadas a un litigio.

La Corte ha determinado únicamente que hay suficientes pruebas para sugerir que el acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier determinación final será efectuada en la audiencia final.

Si usted sigue estando empleado por Molded Devices, su decisión acerca de participar o no en el Acuerdo no afectará a su empleo. La legislación de California y las políticas corporativas de Molded Devices prohíben estrictamente que se tomen represalias ilegales. Molded Devices no tomará ninguna medida adversa en materia de empleo ni tomará represalias ni discriminará en forma alguna contra ningún Miembro de la Clase del Acuerdo como consecuencia de la decisión del Miembro de la Clase del Acuerdo de participar o no participar en el Acuerdo.

¿Quiénes son los abogados?

Abogados de la parte Demandante / Miembros de la Clase del Acuerdo: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com Romina Tamiry rtamiry@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Abogados del Demandado Molded Devices, Inc. HILL, FARRER & BURRILL LLP James A. Bowles jbowles@hfbllp.com Elissa L. Gysi egysi@hfbllp.com 300 So. Grand Ave., 37th Floor Los Angeles, California 90071 Tel: (213) 621-0817 Fax: (213) 624-9441 www.hillfarrer.com
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¿Cuáles son los términos del Acuerdo?

El 30 de septiembre de 2021 la Corte certificó preliminarmente una clase, a efectos únicamente del acuerdo, de todos los empleados remunerados por hora presentes y pasados que trabajaron para Molded Devices en California en algún momento durante el período comprendido entre el 11 de marzo de 2016 y el 12 de febrero de 2021. Los Miembros de la Clase del Acuerdo que no opten por ser excluidos del Acuerdo de conformidad con los procedimientos estipulados en el presente Aviso estarán obligados por el Acuerdo y descargarán sus reclamos contra Molded Devices tal y como se describe más abajo.

Molded Devices ha acordado pagar \$350,000.00 (la “Suma Bruta del Acuerdo”) para resolver completamente todos los reclamos contenidos en la Demanda; esta suma incluye pagos a los Miembros de la Clase del Acuerdo, honorarios y gastos de abogados, un pago a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral (“LWDA” por sus siglas en inglés), gastos de administración del acuerdo, y una Asignación Adicional para el Representante de la Clase. La parte de impuestos salariales de Molded Devices asociados a cualesquiera pagos de salarios efectuados a los Miembros de la Clase del Acuerdo será pagada por Molded Devices de forma separada de la Suma Bruta del Acuerdo, y además de la misma.

Las partes solicitarán las siguientes deducciones de la Suma Bruta del Acuerdo:

Gastos de Administración del Acuerdo. La Corte ha aprobado a Phoenix Settlement Administrators para que actúe como el “Administrador del Acuerdo”, quien se está encargando de enviarle el presente Aviso y desempeñará cualesquiera otras obligaciones relacionadas con el Acuerdo. La Corte ha aprobado destinar una suma fija de \$3,995.00 de la Suma Bruta del Acuerdo para pagar los gastos de administración del Acuerdo.

Honorarios y Gastos de Abogados. Los Abogados de la Clase han estado tramitando la Demanda en nombre de los Miembros de la Clase del Acuerdo sobre la base de honorarios por contingencia (es decir, sin que se les haya pagado ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio. La Corte determinará la suma efectiva asignada a los Abogados de la Clase en concepto de honorarios de abogados, que será pagada de la Suma Bruta del Acuerdo. Los Miembros de la Clase del Acuerdo no son personalmente responsables de los honorarios y gastos de abogados de ninguno de los Abogados de la Clase. Los Abogados de la Clase solicitarán honorarios por una suma de hasta un tercio de la Suma Bruta del Acuerdo (que se estima que ascienda a \$116,666.66), como remuneración razonable por el trabajo llevado a cabo por los Abogados de la Clase y que seguirán llevando a cabo en la presente Demanda hasta la finalización del Acuerdo. Los Abogados de la Clase solicitarán asimismo el reembolso de una suma no superior a \$30,000.00 por gastos verificados de los Abogados de la Clase en que incurran en relación con la Demanda.

Asignación Adicional para el Representante de la Clase: Los Abogados de la Clase solicitarán a la Corte que conceda al Representante de la Clase una asignación adicional por una suma de \$5,000.00, para compensarle por su servicio y por el trabajo extra proporcionado en nombre de los Miembros de la Clase del Acuerdo.

Pago a la LWDA. Los Abogados de la Clase solicitarán a la Corte que apruebe un pago por una suma total de \$30,000.00 en concepto de sanciones civiles, pagadera de conformidad con el Código de Trabajo de California, Ley General de Abogados Privados (*Private Attorney General Act* - (“PAGA”)). Según el Código de Trabajo, § 2699(i), el setenta y cinco por ciento (75%) de dichas sanciones, o Veintidós Mil Quinientos Dólares y Cero Centavos (\$22,500.00), será pagadero a la LWDA, y el restante veinticinco por ciento (25%), o Siete Mil Quinientos Dólares y Cero centavos (\$7,500.00), será pagadero a determinados Miembros de la Clase del Acuerdo como “Suma de PAGA”, tal y como se describe más abajo.

Cálculo de los Pagos del Acuerdo a los Miembros Individuales de la Clase del Acuerdo. Después de deducir las sumas aprobadas por la Corte arriba indicadas, el saldo restante de la Suma Bruta del Acuerdo constituirá la Suma Neta del Acuerdo (“NSA” por sus siglas en inglés), que será distribuida entre todos los Miembros de la Clase del Acuerdo que no envíen una Solicitud de Exclusión válida y a tiempo (según se describe a continuación). Se estima que la NSA ascenderá aproximadamente a \$171,838.34; esta suma será compartida por hasta aproximadamente 182 Miembros de la Clase del Acuerdo. La NSA se dividirá como sigue:

Cada Miembro Participante de la Clase del Acuerdo recibirá una parte proporcional del acuerdo en función del número de semanas laborales trabajadas durante el Período de la Clase, cuyo numerador es el número total de semanas laborales trabajadas por el Miembro de la Clase del Acuerdo durante el Período de la Clase, y cuyo denominador es el número total de semanas laborales trabajadas por todos los Miembros de la Clase del Acuerdo que trabajaron durante el Período de la Clase.

Asimismo, la Suma de PAGA será asignada como sigue: Cada Miembro de la Clase del Acuerdo que haya estado empleado por Molded Devices en algún momento durante el período comprendido entre el 11 de marzo de 2019 y el 13 de febrero de 2021, recibirá una parte de la Suma de PAGA proporcional al número de semanas laborales que haya trabajado durante el período comprendido entre el 11 de marzo de 2019 y el 13 de febrero de 2021; dicha suma será calculada multiplicando la Suma de PAGA por una fracción, cuyo numerador será el número de semanas laborales trabajadas por el Miembro de la Clase del Acuerdo durante este período de tiempo, y cuyo denominador será el número total de semanas laborales trabajadas por todos los Miembros de la Clase del Acuerdo durante este período de tiempo

La estimación del Pago Individual del Acuerdo probable a un Miembro de la Clase del Acuerdo promedio asciende a \$944.17, y la estimación del rango de Pagos Individuales del Acuerdo posibles oscila entre aproximadamente \$10.99 y \$2,925.67.

Pagos a los Miembros de la Clase del Acuerdo. Si la Corte concede la aprobación final del Acuerdo, los Pagos del Acuerdo serán enviados por correo a todos los Miembros de la Clase del Acuerdo que no envíen un formulario de Solicitud de Exclusión completado, válido y a tiempo (tal y como se describe en mayor detalle más abajo). Además, si la Corte concede la aprobación final del Acuerdo, la parte de cada Miembro de la Clase del Acuerdo de la Suma de PAGA será enviada por correo a todos los Miembros de la Clase del Acuerdo que hayan estado empleados por Molded Devices en algún momento durante el período comprendido entre el 11 de marzo de 2019 y el 13 de febrero de 2021.

Pago de la Suma Bruta del Acuerdo por parte de Molded Devices. La Suma Bruta del Acuerdo será pagada por Molded Devices dentro del plazo de treinta (30) días calendario tras la “Fecha de Efecto”, que se define como la fecha que tenga lugar con posterioridad de entre: a) la aprobación final del acuerdo por parte de la Corte si no se han efectuado objeciones por parte de los Miembros de la Clase del Acuerdo o en su nombre; (b) el plazo de apelación ha vencido y no se ha registrado ninguna objeción ni se ha interpuesto o retirado ninguna apelación; o (c) la resolución final de cualquier apelación que se haya presentado.

Dentro del plazo de diez (10) días calendario tras el depósito por parte de Molded Devices de la Suma Bruta del Acuerdo en el Administrador del Acuerdo, el Administrador del Acuerdo calculará las sumas de los Pagos del Acuerdo y las proporcionará a los abogados de las Partes para su revisión y aprobación. Dentro del plazo de siete (7) días calendario a partir de la aprobación por parte de los abogados de las Partes, el Administrador del Acuerdo preparará y enviará por correo los Pagos del Acuerdo, menos impuestos y retenciones aplicables, a los Miembros Participantes de la Clase del Acuerdo.

Asignación e Impuestos. A efectos fiscales, cada Pago del Acuerdo será tratado como sigue: el sesenta y siete por ciento (67%) como sanciones e intereses; y el treinta y tres por ciento (33%) como salarios. El Administrador del Acuerdo será responsable de enviar a los Miembros Participantes de la Clase del Acuerdo Formularios 1099 del IRS por sumas asignadas como sanciones e intereses, y Formularios W-2 del IRS por sumas consideradas “salarios”. Los Miembros Participantes de la Clase del Acuerdo son responsables del tratamiento apropiado de los impuestos sobre la renta o los ingresos de los Pagos del Acuerdo. El Administrador del Acuerdo, Molded Devices y sus abogados, y los Abogados de la Clase no pueden proporcionar asesoramiento fiscal. En consecuencia, los Miembros de la Clase del Acuerdo deberían consultar con sus asesores fiscales en relación con las consecuencias fiscales y tratamiento de los pagos que reciban en virtud del Acuerdo.

Descargo. Si la Corte aprueba el Acuerdo, la Clase del Acuerdo, y cada Miembro de la Clase del Acuerdo que no haya enviado una Solicitud de Exclusión válida y a tiempo, descargarán a Molded Devices y a todos sus ejecutivos, consejeros, empleados y agentes, pasados y presentes, (de forma colectiva, las “Partes Liberadas”), respecto a todos los reclamos en materia de salarios y horas por cualesquiera violaciones del Código de Trabajo y Ley relativa a Competencia Desleal (*Unfair Competition Law*) de California sobre la base de las alegaciones de hecho contenidas en la demanda operativa en relación con los siguientes reclamos: falta de pago por parte del Demandado de todas las horas trabajadas (incluyendo salarios mínimos, salarios según la tarifa por hora, y salarios por horas extra), no proporcionar períodos de comida, no autorizar y permitir períodos de descanso, no pagar a tiempo todos los salarios debidos a la finalización del empleo, no mantener registros salariales precisos, no proporcionar estados salariales detallados precisos, no pagar a tiempo salarios durante el empleo, sanciones civiles en virtud de la Ley General Abogados Privados de 2004 (“PAGA”) sobre la base de las violaciones alegadas del Código de Trabajo, y todos los daños, intereses, sanciones, honorarios de abogados, costos y otras sumas recuperables en virtud de dichas causas de acción bajo la legislación de California, en la medida en que esté permitido, incluyendo, sin limitación, el Código de Trabajo de California y las Órdenes Salariales aplicables (de forma colectiva, los “Reclamos Descargados”). El período de tiempo del Descargo de los Miembros de la Clase del Acuerdo será el mismo período de tiempo que el Período de la Clase.

Descargo de PAGA. La parte Demandante y todos los Miembros de la Clase del Acuerdo que hayan estado empleados por Molded Devices en California en algún momento entre el 11 de marzo de 2019 y el 13 de febrero de 2021, no tendrán la oportunidad de optar por ser excluidos u oponerse a la Suma de PAGA, u oponerse al descargo del reclamo en virtud de PAGA, aunque el descargo del reclamo en virtud de PAGA estará sujeto a la aprobación de la Corte.

Los descargos identificados en el presente serán nulos y carecerán de efecto y vigor si el Acuerdo no se dota financieramente de forma plena.

Condiciones del Acuerdo. El Acuerdo está condicionado a que la Corte emita una orden judicial en la Audiencia de Aprobación Final, o tras la misma, otorgando la aprobación final del Acuerdo como justo, razonable, adecuado, y como que defiende los intereses de la Clase del Acuerdo, y el registro de la Sentencia.

¿Cómo puedo reclamar dinero del Acuerdo?

No hacer nada. Si no hace nada, tendrá derecho a su parte del Acuerdo sobre la base del número proporcional de semanas laborales que haya trabajado durante el Período de la Clase (según se explica más arriba) que se indica en la Disputa en relación con el Aviso de Pago del Acuerdo que se adjunta. Usted estará obligado asimismo por el Acuerdo, incluyendo el descargo de reclamos arriba estipulado.

¿Qué otras opciones tengo?

Disputa en relación con el Aviso de Pago del Acuerdo. Su pago se basa en el número proporcional de semanas laborales que trabajó durante el Período de la Clase, el número de semanas laborales trabajadas en algún momento entre el 11 de marzo de 2016 y el 13 de febrero de 2021. La información contenida en los registros de Molded Devices en relación con todos estos factores, conjuntamente con su Pago Estimado del Acuerdo, se indica en la Disputa en relación con el Aviso de Pago del Acuerdo que se adjunta. Si no está de acuerdo con la información indicada en la Disputa en relación con el Aviso de Pago del Acuerdo, puede enviar una disputa, conjuntamente con cualquier documentación acreditativa, de conformidad con los procedimientos indicados en la Disputa en relación con el Aviso de Pago del Acuerdo. Cualesquiera disputas, conjuntamente con la documentación acreditativa, deben estar mataselladas no más tarde del **27 de diciembre de 2021**. **NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI PRESERVADA.**

Las Partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y hablarán de buena fe de cómo resolver cualquier disputa enviada por los Miembros de la Clase del Acuerdo. La decisión del Administrador del Acuerdo en relación con cualquier disputa será final.

Excluirse del Acuerdo. Si **no** desea participar en el Acuerdo, puede excluirse completando el formulario de “Solicitud de Exclusión” adjunto y enviando el formulario de “Solicitud de Exclusión” completado al Administrador del Acuerdo a **Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863** matasellado no más tarde del **27 de diciembre de 2021**. Para que sea válida, la Solicitud de Exclusión **debe** estar completa y ser firmada por usted. Sin embargo, no puede excluirse de la Suma de PAGA según se describe en el presente.

Cualquier persona que envíe un formulario de Solicitud de Exclusión válido y a tiempo, tras la recepción del mismo por el Administrador del Acuerdo, dejará de ser un Miembro de la Clase del Acuerdo, se le impedirá participar en cualquier parte del Acuerdo, y no recibirá ningún beneficio del Acuerdo (al margen de la parte de la Suma de PAGA si la persona estuvo empleada por Molded Devices en algún momento entre el 11 de marzo de 2019 y el 13 de febrero de 2021). **No envíe tanto una Disputa en relación con el Aviso de Pago del Acuerdo como una Solicitud de Exclusión.** Si envía ambas, la Solicitud de Exclusión será inválida, usted será incluido en la Clase del Acuerdo, y estará obligado por los términos del Acuerdo.

Oponerse al Acuerdo. Usted tiene derecho asimismo a oponerse a los términos del Acuerdo. Sin embargo, si la Corte rechaza su objeción, seguirá estando obligado por los términos del Acuerdo. Si desea oponerse al Acuerdo, o cualquier parte del mismo, puede completar el formulario de “Objeción” adjunto y enviárselo al Administrador del Acuerdo. Para que sea válido, el formulario de Objeción **debe** estar completo y ser firmado por usted. Las objeciones escritas deben estar mataselladas no más tarde del **27 de diciembre de 2021**.

Si decide oponerse al Acuerdo, también puede comparecer en la Audiencia de Aprobación Final programada para el **15 de febrero de 2022 a las 8:30 a.m.** en el Departamento 1 de la Corte Superior del Condado de Riverside, ubicada en 4050 Main Street Riverside, CA 92501. Usted tiene derecho a comparecer en persona, o a través de su propio abogado en esta audiencia. Todas las objeciones u otra correspondencia deben indicar el nombre y el número del caso, que es *Rosalba Ramirez v. Molded Devices*, Corte Superior del Condado de Riverside, No. de caso RIC2001161.

Cualquier Miembro de la Clase que elija comparecer personalmente en la Corte por cualquier razón relacionada con la presente Demanda debe cumplir con los requisitos de distanciamiento social y mascarillas/cubre bocas obligatorios, así como otras órdenes relacionadas con la pandemia del COVID-19. Todas las reglas y órdenes de tal tipo pueden encontrarse en el sitio web de la Corte: www.riversidecourts.ca.gov.

Si usted se opone al Acuerdo, seguirá siendo un miembro de la Clase y si la Corte aprueba el Acuerdo, quedará obligado por los términos del Acuerdo de la misma manera que los Miembros de la Clase del Acuerdo que no se opongan.

¿Cuáles son los siguientes pasos?

La Corte celebrará una Audiencia de Aprobación Final con respecto a la adecuación, razonabilidad e imparcialidad del Acuerdo el **15 de febrero de 2022 a las 8:30 a.m.**, en el Departamento 1 de la Corte Superior del Condado de Riverside, ubicada en 4050 Main Street Riverside, CA 92501. La Corte se pronunciará asimismo con respecto a la solicitud de honorarios de los Abogados de la Clase y reembolso de costos y gastos documentados, y con respecto a la Asignación Adicional para el Representante de la Clase. La Audiencia de Aprobación Final puede ser aplazada sin previo aviso a los Miembros de la Clase del Acuerdo; no obstante, el Administrador del Acuerdo proporcionará un aviso a cualesquiera Miembros de la Clase del Acuerdo que hayan enviado una objeción a tiempo. **Usted tiene derecho a asistir a la Audiencia de Aprobación Final pero no se requiere que lo haga. Si asiste a la audiencia y/o contrata a su propio abogado separado, deberá correr con los gastos que se deriven.**

Cualquier Miembro de la Clase del Acuerdo que elija comparecer personalmente en la Corte por cualquier razón relacionada con la presente Demanda debe cumplir con los requisitos de distanciamiento social y mascarillas/cubre bocas obligatorios, así como otras órdenes relacionadas con la pandemia del COVID-19. Todas las reglas y órdenes de tal tipo pueden encontrarse en el sitio web de la Corte: www.riversidecourts.ca.gov.

La sentencia final de la Corte será publicada en el sitio web del Administrador del Acuerdo <http://www.phoenixclassaction.com/judgments>.

¿Cómo puedo obtener información adicional?

El presente Aviso es tan sólo un resumen de la Demanda y el Acuerdo. Para más información, puede inspeccionar los expedientes judiciales y el Acuerdo de Liquidación en la Oficina del Secretario de la Corte Superior del Condado de Riverside, ubicada en 4050 Main Street Riverside, CA 92501, durante el horario regular de la corte. Usted también puede contactar con los Abogados de la Clase utilizando la información de contacto arriba indicada para más información o con el Administrador del Acuerdo.

Puede acceder al expediente judicial electrónico del caso siguiendo estas instrucciones; vaya a <https://www.riverside.courts.ca.gov/>; (ii) haga *clic* en la ficha "Online Services"; (iii) haga *clic* en la opción "Search Court Records"; (iv) haga *clic* en "Civil, Family Law & Probate Records"; (v) haga *clic* en "Case Number Search"; (vi) ingrese en su cuenta o cree una cuenta si todavía no tiene ninguna; (viii) en el cuadro de Número de caso, ingrese "RIC2001161" y haga *clic* en "Search"; y (v) el nombre del caso que debería aparecer es "Ramirez vs. Molded Devices"; haga *clic* en el Número de caso que aparezca a la derecha del Nombre del caso; podrá ver una lista de las audiencias futuras y otra información acerca del caso.

También puede obtener una copia del Acuerdo solicitándosela al Administrador del Acuerdo o accediendo al expediente electrónico de la Corte tal y como se explica más arriba; localice la entrada para "**Declaración complementaria de Elizabeth Nguyen en apoyo del Informe Complementario del Demandante en relación con la Petición de Aprobación Preliminar del Acuerdo de Demanda Colectiva**" registrada el 18 de agosto de 2021, haga *clic* en el ícono del documento (aparece como una cámara pequeña) asociado a dicha entrada, y siga cualesquiera indicaciones adicionales que se proporcionen. El Acuerdo estará adjunto como Anexo 2 a la Declaración de la Sra. Nguyen.

POR FAVOR NO LLAME POR TELÉFONO NI ESCRIBA A LA CORTE PARA OBTENER INFORMACIÓN ACERCA DE ESTE ACUERDO O EL PROCEDIMIENTO DEL ACUERDO.

RECORDATORIO RELATIVO A LÍMITES DE TIEMPO

La fecha límite para enviar cualesquiera Disputas en relación con el Aviso de Pago del Acuerdo, Solicitudes de Exclusión, u Objeciones es el **27 de diciembre de 2021**. Estas fechas límite se harán cumplir de forma rigurosa.

POR ORDEN DE LA CORTE DICTADA EL 30 DE SEPTIEMBRE DE 2021.

REQUEST FOR EXCLUSION FORM

ROSALBA RAMIREZ V. MOLDED DEVICES, INC.
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. RIC2001161

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE
CLASS ACTION SETTLEMENT**

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled *Rosalba Ramirez v. Molded Devices, Inc.*, Riverside County Superior Court Case No. RIC2001161, and that I received notice of the Settlement, and that I do not want to participate and do not want to receive money from the Settlement.

Please note: Any person who submits this form will not receive a settlement payment, aside from a portion of the PAGA Amount if the person was employed by Molded Devices, Inc. between March 11, 2019 and February 13, 2021.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Telephone No.: _____

Dated: _____ Signature: _____

TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN **DECEMBER 27, 2021
AND MAILED TO THE CLAIMS SETTLEMENT ADMINISTRATOR AT:**

Rosalba Ramirez v. Molded Devices, Inc.
Settlement Administrator
c/o **Phoenix Settlement Administrators**
P.O. Box 7208
Orange, CA 92863

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

ROSALBA RAMIREZ V. MOLDED DEVICES, INC.

CORTE SUPERIOR DEL CONDADO DE RIVERSIDE, NO. DE CASO RIC2001161

ENVÍE ESTE FORMULARIO ÚNICAMENTE SI DESEA SER EXCLUIDO DE LA PARTICIPACIÓN EN EL ACUERDO DE DEMANDA COLECTIVA

Mediante la firma y devolución de este formulario, declaro que deseo ser excluido del Acuerdo de Demanda Colectiva en la causa titulada ***Rosalba Ramirez v. Molded Devices, Inc.***, Corte Superior del Condado de Riverside, No. de caso RIC2001161, y que he recibido el aviso del Acuerdo, y no quiero participar ni quiero recibir dinero del Acuerdo.

Por favor tenga en cuenta: Las personas que envíen este formulario no recibirán un pago del acuerdo, al margen de la parte de la Suma de PAGA si la persona estuvo empleada por Molded Devices, Inc. entre el 11 de marzo de 2019 y el 13 de febrero de 2021.

Nombre (Por favor escribir en
letra de imprenta/molde): _____
(Primer nombre) (Segundo nombre) (Apellido)

Dirección: _____
(Calle)

(Ciudad) (Estado) (Código Postal)

No. de teléfono: _____

Fecha: _____ Firma: _____

**PARA QUE SEA VÁLIDO, ESTE FORMULARIO DEBE ESTAR MATASELLADO NO MÁS TARDE
DEL **27 DE DICIEMBRE DE 2021**, Y SER ENVIADO POR CORREO AL ADMINISTRADOR DEL
ACUERDO A:**

Rosalba Ramirez v. Molded Devices, Inc.
Settlement Administrator
c/o **Phoenix Settlement Administrators**
P.O. Box 7208
Orange, CA 92863

OBJECTION FORM

ROSALBA RAMIREZ V. MOLDED DEVICES, INC.
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. RIC2001161

COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT

In order for you to object to the Class Action Settlement entitled *Rosalba Ramirez v. Molded Devices, Inc.*, Riverside County Superior Court Case No. RIC2001161 you must complete all steps listed in 1-4 below.

You are not required to appear in Court in order to object to the Settlement but may appear if you wish to do so.

1. Provide the following information:

Your Name (Please Print): _____
(First) (Middle) (Last)

Your Address: _____

Telephone No.: _____

2. Describe your objection to the Settlement (please attach additional documents if you need more space):

3. Date and sign this form below:

Dated: _____ Signature: _____

4. **MAIL A COPY OF THIS COMPLETED FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN DECEMBER 27, 2021.**

Rosalba Ramirez v. Molded Devices, Inc.
Settlement Administrator
c/o **Phoenix Settlement Administrators**
P.O. Box 7208
Orange, CA 92863

FORMULARIO DE OBJECCIÓN

ROSALBA RAMIREZ V. MOLDED DEVICES, INC.
CORTE SUPERIOR DEL CONDADO DE RIVERSIDE, NO. DE CASO RIC2001161

COMPLETE ÚNICAMENTE ESTE FORMULARIO SI QUIERE OPONERSE AL ACUERDO DE DEMANDA COLECTIVA.

Para oponerse al Acuerdo de Demanda Colectiva en la causa titulada *Rosalba Ramirez v. Molded Devices, Inc.*, Corte Superior del Condado de Riverside, No. de caso RIC2001161, debe completar todos los pasos indicados en 1-4 más abajo.

No se requiere que comparezca en la Corte para oponerse al Acuerdo, pero puede hacerlo si lo desea.

1. Proporcione la siguiente información:

Su nombre (Por favor escribir en letra de imprenta/molde): _____
(Primer nombre) (Segundo nombre) (Apellido)

Su dirección: _____

No. de teléfono: _____

2. Describa su objeción al Acuerdo (por favor adjunte documentos adicionales si necesita más espacio):

3. Feche y firme este formulario más abajo:

Fechado: _____ Firma: _____

4. **ENVÍE UNA COPIA DE ESTE FORMULARIO COMPLETADO AL ADMINISTRADOR DEL ACUERDO A LA DIRECCIÓN ABAJO INDICADA, DE MANERA QUE ESTÉ MATASELLADO NO MÁS TARDE DEL 27 DE DICIEMBRE DE 2021.**

Rosalba Ramirez v. Molded Devices, Inc.
Settlement Administrator
c/o **Phoenix Settlement Administrators**
P.O. Box 7208
Orange, CA 92863

DISPUTE REGARDING NOTICE OF SETTLEMENT AWARD

ROSALBA RAMIREZ V. MOLDED DEVICES, INC.
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. RIC2001161

Please complete, sign, date and return this Form to **Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to the records of Molded Devices, Inc. ("Molded Devices"):

- (a) you worked for Molded Devices for [] workweeks between March 11, 2016 and February 13, 2021; and
- (b) you worked for Molded Devices for [] workweeks between March 11, 2019 and February 13, 2021.

Based on the above, your Individual Settlement Payment is estimated to be \$ [].

(IV) If you disagree with items (a)-(b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Molded Devices' records, Molded Devices' records will control unless you are able to provide documentation that establishes that Molded Devices' records are mistaken. If there is a dispute about whether Molded Devices' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. The Settlement Administrator's decision regarding any dispute will be final.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN **DECEMBER 27, 2021.**

DISPUTA EN RELACIÓN CON EL AVISO DE PAGO DEL ACUERDO

ROSALBA RAMIREZ V. MOLDED DEVICES, INC.
CORTE SUPERIOR DEL CONDADO DE RIVERSIDE, NO. DE CASO RIC2001161

Por favor complete, firme, feche y devuelva el presente Formulario a **Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863** ÚNICAMENTE SI (1) su información de contacto personal ha cambiado, y/o (2) desea cuestionar cualquier parte de la información indicada en la Sección (III) más abajo. Usted es responsable de mantener una dirección actualizada en los registros del Administrador del Acuerdo.

(I) Por favor escriba su nombre a máquina o en letra de imprenta/molde:

(Primer nombre, segundo nombre, apellido)

(II) Por favor escriba a máquina o en letra de imprenta/molde la siguiente información identificativa si su información de contacto ha cambiado:

Nombres anteriores (si resulta aplicable)

Nueva dirección

Ciudad

Estado

Código Postal

(III) Información utilizada para calcular su Pago Individual del Acuerdo:

Según los registros de Molded Devices, Inc. ("Molded Devices"):

(a) usted trabajó para Molded Devices durante [] semanas laborales entre el 11 de marzo de 2016 y el 13 de febrero de 2021;
y

(b) usted trabajó para Molded Devices durante [] semanas laborales entre el 11 de marzo de 2019 y el 13 de febrero de 2021.

Sobre la base de lo anterior, se estima que su Pago Individual del Acuerdo asciende a \$ [].

(IV) Si no está de acuerdo con los artículos (a)-(b) en la Sección (III) más arriba, por favor explique las razones en el espacio proporcionado a continuación e incluya copias de cualesquiera pruebas o documentación acreditativas con este formulario:

Si cuestiona la información anterior obtenida de los registros de Molded Devices, registrará lo dispuesto en los registros de Molded Devices a menos que pueda proporcionar documentación que confirme que los registros de Molded Devices son erróneos. Si hay alguna disputa acerca de si la información de Molded Devices o suya es precisa, y la disputa no puede ser resuelta de manera informal, la disputa será resuelta por las Partes y el Administrador del Acuerdo tal y como se describe en el "Aviso de Pendencia de Demanda Colectiva y Acuerdo Propuesto" que acompaña al presente Formulario. La decisión del Administrador del Acuerdo en relación con cualquier disputa será final.

CUALESQUIERA DISPUTAS, CONJUNTAMENTE CON CUALQUIER DOCUMENTACIÓN ACREDITATIVA, DEBEN ESTAR MATASELLADAS NO MÁS TARDE DEL 27 DICIEMBRE DE 2021.

EXHIBIT B



CASE ASSUMPTIONS

Class Members	182
Opt Out Rate	2%
Opt Outs Received	4
Total Class Claimants	178
Subtotal Admin Only	\$4,637.95

FLAT FEE: \$3,995.00

For 182 Class Members

Case: Ramirez v. Molded Devices Opt-Out w/Language INVOICE

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Elizabeth Nguyen, Esq.

Firm: Lidman Law

Contact Number: (424) 322-4772

Email: enguyen@lidmanlaw.com

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	1	\$125.00
Programming Database & Setup	\$125.00	1	\$125.00
Toll Free Setup*	\$48.10	1	\$48.10
Call Center & Long Distance	\$2.50	18	\$45.50
NCOA (USPS)	\$25.00	1.00	\$25.00
Total			\$368.60

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	1	\$125.00
Data Merge & Duplication Scrub	\$0.15	1	\$0.15
Notice Packet & Opt-Out Form	\$1.00	182	\$182.00
Estimated Postage (up to 2 oz.)*	\$0.70	182	\$127.40
Language Translation	\$850.00	1	\$850.00
Static Website	Inc.	Inc.	Inc.
Total			\$1,284.55

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

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	\$2.00	13	\$26.00
Remail Notice Packets	\$1.00	13	\$13.00
Estimated Postage	\$0.70	13	\$9.10
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$263.10

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	1	\$100.00
Non Opt-Out Processing	\$100.00	1	\$100.00
Case Associate	\$55.00	1	\$55.00
Case Manager	\$75.00	1	\$75.00
Total			\$330.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	1	\$125.00
Disbursement Review	\$125.00	1	\$125.00
Programming Manager	\$85.00	1	\$85.00
QSF Bank Account & EIN	\$100.00	1	\$100.00
Check Run Setup & Printing	\$125.00	1	\$125.00
Mail Class Checks, W2 and 1099 *	\$1.00	182	\$182.00
Estimated Postage Checks, W2 and 1099	\$0.56	182	\$101.92
Total			\$843.92

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	18	\$27.30
Case Associate	\$50.00	1	\$50.00
Reconcile Uncashed Checks	\$75.00	1	\$75.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$100.00	1	\$100.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	14	\$20.48
Uncashed Check QSF Tax Filing	\$50.00	3	\$150.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$650.00	1	\$650.00
Total			\$1,547.78

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

Estimate Total: \$4,637.95