

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

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

RUBEN ALVARADO, individually, and on
behalf of other members of the general public
similarly situated; WHITEY DAVIS,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiffs,

v.

CITADEL SERVICING CORPORATIONS,
a California corporation; and DOES 1
through 100, inclusive,

Defendant.

Case No.: 30-2019-01057617-CU-OE-CXC

Honorable Lon F. Hurwitz
Department CX103

CLASS ACTION

**DECLARATION OF STEPHEN GOMEZ
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: June 2, 2023
Time: 1:30 p.m.
Department: CX103

Complaint Filed: March 18, 2019
FAC Filed: March 3, 2021
Trial Date: None Set

1 I, **STEPHEN GOMEZ** declare the following facts to be true and correct and if called as a
2 witness would testify competently to the same:

3 1. I am employed as a Case Manager by Simpluris, Inc. (“Simpluris”) the claims
4 administrator in the above-entitled action. My business address is 3194-C Airport Loop Drive,
5 Costa Mesa, CA 92626. My telephone number is (714) 824-8590. I am over twenty-one years
6 of age and authorized to make this declaration on behalf of Simpluris and myself.

7
8 2. Simpluris, Inc. is a Class Action Settlement Administration company located in
9 Costa Mesa, CA. It is founded by individuals who have each managed hundreds of settlements,
10 along with professionals in the areas of Software Development, Third-Party Claims
11 Administration, Mail-House Operations, and Call Center Support Management.

12 3. Simpluris was appointed by the Court as Settlement Administrator to
13 administer the settlement in accordance with the terms of the Settlement of Settlement
14 entered into by the parties, (the “Settlement Agreement”). Simpluris has been, and if the
15 Court grants final approval of the Settlement, will be responsible for, among other things:
16 (a) printing and mailing the Notice of Class Action Settlement, the Request for Exclusion
17 Form, the Objection Form and the Dispute Form, (hereafter the “Class Notice Packet”); (b)
18 receiving undeliverable Class Notice Packets; (c) receiving and validating Exclusion,
19 Objection, or Dispute Forms; (d) calculating individual settlement payments, distributing
20 funds, and tax-reporting following final approval; (e) mailing settlement checks; (f)
21 answering questions from Class Members; and (g) performing such other tasks necessary to
22 effectuate the terms of the Settlement or as the Parties mutually agree or the Court orders
23 Simpluris to perform.

24
25
26 4. A toll-free telephone number was included in the Notice Packet for the purpose
27 of allowing the Class Members to call Simpluris and to make inquiries regarding the
28 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in

operation throughout the settlement process. Callers have the option to speak with a live call center representative in English and Spanish during normal business hours or to leave a message and receive a return call during non-business hours. The toll-free telephone number included in the Notice Packet was (888) 369-3780.

5. On January 19, 2023, Simpluris received the Court-approved Class Notice Packet. The Class Notice Packet advised Class Members of their right to request exclusion out from the Settlement, object to the Settlement, or do nothing, and the implications of each such action. The Class Notice Packet advised Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class Members could obtain additional information. The Class Notice Packet was pre-printed with the name and address of the Class Member and their estimated payment.

6. On February 14, 2023, Counsel for Defendant provided Simpluris with a mailing list ("Class List") containing the name, last known address, Social Security number, and pertinent employment information during the Class Period for the Class Members. The Class List contained data for six hundred thirty-five (635) Class Members. Of the six hundred thirty-five (635) Class Members, four hundred thirty-five (435) individuals are Non-Exempt Class Members only, one hundred eighty-four (184) individuals are Salaried Class Members only, and sixteen (16) individuals are both Non-Exempt Class Members and Salaried Class Members.

7. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA was utilized in connection with the mailing.

8. On February 24, 2023, Simpluris also posted pertinent Court documents to its website for Class Members to review or download. Documents can be found at

www.simpluris.com/case-search.

9. On February 24, 2023, after updating the mailing addresses through the NCOA, Class Notice Packets were mailed via First Class Mail to six hundred thirty-five (635) Class Members contained in the Class List. A sample Class Notice Packet is attached hereto as **Exhibit A**.

9. As of this date, forty-six (46) Class Notice Packets were returned by the post office. For those without forwarding addresses, Simpluris attempted to find a forwarding address using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name and previous address to locate a current address. Altogether, Simpluris re-mailed forty (40) Class Notice Packets to either; a new forwarding address provided by the Post Office, a newfound address using Accurint, or a forwarding address provided by the Class. Ultimately, six (6) Class Notice Packets were undeliverable.

10. The Net Settlement Amount of \$498,365.00 available to pay Participating Class Members was determined as follows:

<u>Gross Settlement Amount:</u>	<u>\$950,000.00</u>
Class Counsel Fees	-\$316,635.00
Class Counsel Costs	-\$30,000.00
Class Rep Enhancement Payments	-\$20,000.00
PAGA – LWDA	-\$75,000.00
<u>Less Settlement Administration:</u>	<u>-\$10,000.00</u>
NET SETTLEMENT FUND	\$498,365.00

11. As of today, there are six hundred thirty-four (634) Participating Class Members who will receive a portion of the Net Settlement Amount, representing 99.85% of the total Class. The estimated *average* settlement payment is \$786.06, the estimated *highest* Individual Settlement Payment is \$7,477.14, and the estimated *lowest* Individual Settlement Payment is \$1.28.

1 13. Plaintiff Ruben Alvarado's estimated Individual Settlement Payment is \$606.26.
2 Plaintiff Whitey Davis's estimated Individual Settlement Payment is \$1,346.16.

3 14. The deadline for Class Members to submit a valid Request for Exclusion,
4 Objection or Dispute Form was April 25, 2023.

5 15. As of this date, Simpluris has received one (1) Request for Exclusion Form. The
6 individual requesting exclusion was a Non-Exempt Class Member. The one (1) opt-outs
7 represent 0.15% of the total Class.

8 16. As of this date, Simpluris has received one (1) Dispute Form disputing the number
9 of allocated Workweeks. The dispute is currently being reviewed and will be updated
10 accordingly.

11 17. As of this date, Simpluris has not received any Objection Forms.

12 18. Simpluris' total costs for services in connection with the administration of this
13 Settlement, including fees incurred and anticipated future costs for completion of the
14 administration, are \$10,000.00. A breakdown of Simpluris' fees is attached hereto as **Exhibit**
15 **B**. Simpluris' work in connection with this matter will continue with the calculation of the
16 settlement checks, issuance and mailing of those settlement checks, etc., and preparation of the
17 necessary tax reporting on such payments.
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19
20

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct. Executed this 17th day of May, 2023, in Costa Mesa, California.
23

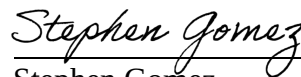
24 
25 Stephen Gomez

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Ruben Alvarado, et al. v. Citadel Servicing Corporation

Superior Court of California, County of Orange, Case No. 30-2019-01057617-CU-OE-CXC

PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.

This Court authorized this notice. This is not a solicitation from a lawyer.

«I M₁ul | Bar codeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

SIMID «SIMID»
Access from 1 1

«City», «State» «Zip»-«ZipDPC3»

A proposed class action settlement has been reached between the parties in the above-entitled case and preliminarily approved by the Court as described below. You have received this notice because Citadel Servicing Corporation's records indicate that you are one of the individuals who are in either the Non-Exempt Class or the Salaried Class and are entitled to participate in the Settlement. If you were employed by Citadel Servicing Corporation ("Defendant" or "Citadel"), as either: 1) an hourly-paid or non-exempt employee who worked for Defendant in the state of California at any time during the period from March 18, 2015 through January 9, 2023 ("Class Period"), or 2) an employee who worked for Defendant in the State of California at any time during the Class Period while classified as a salaried, exempt employee and had one of the following job titles: Funder, Account Executive, Area Sales Manager, Assistant Sales Manager, Disclosure Supervisor, Paralegal, Technical Writer, Quality Control Specialist, Quality Control Auditor, Quality Assurance Specialist, Disclosure Supervisor, Investor Reporting Analyst, Learning and Development Specialist, you may be eligible to receive a payment from the Settlement.

Your gross settlement payment is estimated to be approximately \$«MERGED_EstSettAmnt_CALC».

Citadel's records indicate that:

You are a member of either the Non-Exempt Class and/or the Salaried Class (as defined on page 2) and worked a total of «MERGED_NonExemptWW_CALC» Non-Exempt Workweeks and «MERGED_ExemptWW_CALC» Salaried Workweeks (as defined on page 2).

The Settlement resolves a class action lawsuit entitled Alvarado, et al. v. Citadel Servicing Corporation, which was commenced by Plaintiff Alvarado on March 18, 2019, Orange County Superior Court, Case No. 30-2019-01057617 (the "Action"). Plaintiff Ruben Alvarado and Whitey Davis (collectively referred to as "Plaintiffs") allege Defendant violated the California Labor Code, California Business & Professions Code, and owes penalties under the California Private Attorneys' General Act, Cal. Lab. Code §§ 2698, et seq. ("PAGA"). Defendant denies all allegations in the lawsuit and maintains it has fully complied with the law.

The parties have reached this Settlement to avoid the costs and risks of further litigation. The Settlement provides cash payments to Settlement Class Members based on his or her number of Workweeks (as described on page 2).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you want to participate in the Settlement and receive your share of the Settlement proceeds then you should do nothing and do not request exclusion from the Settlement and you will receive your Individual Settlement Payment. In return you will give up certain rights, and will be bound by the Settlement Agreement and the applicable Released Claims.
DISPUTE THE NUMBERS OF WORKWEEKS ATTRIBUTED TO YOU	If you want to participate in the Settlement but wish to dispute the number of Workweeks attributed to you in this Notice, you may do so by completing and submitting a Dispute Form attached to this Notice, according to the instructions contained in this Notice and on the Dispute Form.
OBJECT	You may also object and tell the Court why you don't like the Settlement by completing and submitting the Objection Form attached to this Notice, according to the instructions contained in this Notice and on the Objection Form. If the Court approves the Settlement despite your Objection, you will still be bound by the settlement and subject to the applicable Released Claims.
REQUEST EXCLUSION FROM THE SETTLEMENT	If you wish to be excluded from the settlement, you must complete and submit the Request for Exclusion Form attached to this Notice, according to the instructions contained in this Notice and on the Request for Exclusion Form. If you submit a Request for Exclusion Form, you will not be bound by the Settlement (including, but not limited to the applicable Released Claims described under section 6) but you will <u>not</u> receive any payment under to the Settlement. You will also <u>not</u> be able to object to the Settlement.

- **Your options are more fully explained below. The deadline to submit an Objection Form, Request for Exclusion Form, and/or Dispute Form is April 25, 2023.** Final resolution of untimely or defective forms resides with the Court.

1. WHO IS IN THE CLASS AND SUBCLASSES?

Citadel's records show that you are a member of at least one of the SUBCLASSES, which are defined as: NON-EXEMPT

CLASS MEMBERS: "All current and former hourly-paid or non-exempt employees who worked for Defendant in the state of California at any time during the Class Period."

SALARIED CLASS MEMBERS: "All current and former employees who worked for Defendant in the state of California at any time during the Class Period as a salaried, exempt employee and had one of the following job titles: Funder, Account Executive, Area Sales Manager, Assistant Sales Manager, Disclosure Supervisor, Paralegal, Technical Writer, Quality Control Specialist, Quality Control Auditor, Quality Assurance Specialist, Disclosure Supervisor, Investor Reporting Analyst, Learning and Development Specialist."

CLASS PERIOD: "the time period from March 18, 2015 through January 9, 2023"

2. WHY DID I RECEIVE THIS NOTICE?

Plaintiffs and Citadel have entered into the Stipulation of Settlement (“Settlement Agreement” or “Settlement”) that will, if finally approved by the Court, fully resolve this case. The Settlement Agreement sets forth the details of the Settlement. You may obtain a copy of the Settlement Agreement from either the Settlement Administrator or Class Counsel. The Settlement Agreement and other settlement-related documents are also available at www.simpluris.com/case-search. The proposed Settlement Agreement has been submitted to the Court, and has been preliminarily approved for settlement purposes. The Court also appointed the law firms Lawyers for Justice, PC and Protection Law Group, LLP as Class Counsel to represent you and the Class.

As a Class Member, you are entitled to share in the funds available for Settlement of this Action. You are not being sued and you will not be individually responsible for any of the attorney’s fees or expenses of the litigation, as the Settlement requires those amounts to be paid from the Total Settlement Amount. Your rights will be affected by the Settlement Agreement described in this Notice whether you act or not.

Unless you submit a Request for Exclusion Form, you will become a Non-Exempt Settlement Class Member and/or Salaried Settlement Class Member. You will receive an Individual Settlement Payment under the Agreement; you will be bound by the release of Non-Exempt Settlement Class Members Released Claims and/or Salaried Settlement Class Member Released Claims.

The Court must finally approve the terms of the Settlement described below as fair and reasonable to the Settlement Class, before it will take effect. If approved, the Settlement will affect all Class Members who do not exclude themselves from the Settlement. The Settlement Administrator has been appointed by the Court and will make all approved settlement payments after final approval of the Settlement is granted and the Court orders them.

3. WHAT IS THIS CASE ABOUT?

Plaintiffs Reuben Alvarado and Whitey Davis, former employees of Defendant, have brought the Action. On March 3, 2021, Plaintiffs filed the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys’ General Act, Cal. Labor Code § 2698, Et Seq. (“Operative Complaint” or “FAC”).

Plaintiffs allege Defendant with respect to the Non-Exempt Class, Defendant failed to properly pay overtime and minimum wages, failed to provide complaint meal and rest periods and associated premium payments, failed to timely pay wages during employment and after termination, failed to provide compliant wage statements, failed to maintain requisite payroll records, failed to reimburse necessary business expenses, and therefore engaged in unfair business practices and owes penalties under the PAGA. Plaintiffs further allege with respect to the Salaried Class, Defendant misclassified them as exempt employees and therefore failed to properly pay overtime wages, failed to provide complaint meal and rest periods and associated premium payments, failed to timely pay wages during employment and after termination, failed to provide compliant wage statements, failed to maintain requisite payroll records, failed to reimburse necessary business expenses, and therefore engaged in unfair business practices and owes penalties under PAGA.

Defendant denies all allegations in the Action and maintains to have fully complied with the law. Defendant denies all the claims and contentions alleged in the Action and maintain they have fully complied with the law. The Court has not ruled on whether Defendant violated the law, but Plaintiffs and Defendant have agreed on the Settlement described herein.

4. WHAT ARE THE SETTLEMENT TERMS AND HOW MUCH CAN I EXPECT TO RECEIVE IF I PARTICIPATE?

a. Summary of Settlement Terms

Defendant will pay nine hundred and fifty thousand dollars (\$950,000) to settle the Action (the “Total Settlement Amount”). From the Total Settlement Amount, the following Court-approved payments will be made:

- attorney’s fees in the amount of three hundred sixteen thousand six hundred thirty-five (\$316,335) (i.e., 33.33% of the Total Settlement Amount) and reimbursement of litigation costs and expenses not to exceed thirty thousand dollars (\$30,000) to Class Counsel (collectively referred to as the “Class Counsel Award”);

- the costs of settlement administration not to exceed ten thousand dollars (\$10,000) to the Settlement Administrator (“Settlement Administration Expenses);
- payment to the California Labor and Workforce Development Agency (“LWDA”) for its 75% portion of the one hundred thousand dollars (\$100,000) allocated toward penalties under PAGA (the “PAGA Payment”);
- payment to the Plaintiffs Reuben Alvarado and Whitey Davis for their representation of the Classes in the amount of ten thousand dollars (\$10,000) each (the “Service Awards”).

After deduction of these amounts, the remainder – the “Net Distribution Fund” – of approximately \$498,365 will be distributed to Non-Exempt Class Members and Salaried Class Members.

b. Calculation of Individual Class Member Payments

The amount you may receive from the Total Settlement Amount as a Non-Exempt Settlement Class Member and/or Salaried Settlement Class Member (“Individual Settlement Payment”) (i.e. the amount you will receive if you do not submit a Request for Exclusion Form) will be calculated using the total number of workweeks you worked for Defendant during the Class Period (as defined above). The actual Individual Settlement Payment will vary depending on the number of Class Members that exclude themselves from the Settlement.

The Individual Settlement Payments paid to Class Members shall be calculated by the Settlement Administrator as follows:

- The Settlement Administrator will determine the following for each Class Member:
 - Workweeks: the number of weeks an individual worked for Defendant as a Non-Exempt Class Member and/or a Salaried Class Member in the State of California during the Class Period and will be calculated by counting the number of days between each individuals’ start and end dates during the Class Period divided by 7.
 - Non-Exempt Workweeks: Workweeks where the Class Member worked as an hourly-paid or non-exempt employee.
 - Salaried Workweeks” Workweeks, during which the Class Member was classified as a salaried, exempt employee and had one of the following job titles: Funder, Account Executive, Area Sales Manager, Assistant Sales Manager, Disclosure Supervisor, Paralegal, Technical Writer, Quality Control Specialist, Quality Control Auditor, Quality Assurance Specialist, Disclosure Supervisor, Investor Reporting Analyst, Learning and Development Specialist.
 - The Settlement Administrator will multiply the Salaried Workweeks by two (2) (“Weighted Salaried Workweeks”) and add to the number of Non-Exempt Workweeks, resulting in the “Total Weighted Workweeks.”
- The Settlement Administrator will then divide the Net Distribution Fund by all Total Weighted Workweeks in order to establish the value of each Weighted Salaried Workweek and Non-Exempt Workweek worked (“Weighted Workweek Value”).
- The Individual Settlement Payment to be made to each Settlement Class Member shall be calculated by multiplying the Weighted Workweek Value times the number of his or her Weighted Salaried Workweeks and Non-Exempt Workweeks.

The Settlement Administrator shall allocate 20% of each Individual Settlement Payment as wages, which will be reported on an IRS form W-2 and the remaining 80% as penalties and interest, which will be reported on an IRS form 1099. Each Individual Settlement Payment will be reduced for employee’s share of taxes due on the portion allocated to wages prior. Employee’s share of taxes will be paid by Defendant separately and in addition to the Total Settlement Amount.

c. Who will receive settlement payments?

Any individual who is either a Non-Exempt Class Member and/or a Salaried Class Member (as defined on page 2) who has not submitted a timely Request for Exclusion Form (i.e., Non-Exempt Settlement Class Member or Salaried Settlement Class Member respectively) will receive an Individual Settlement Payment.

d. How much can I expect to receive?

Page 1 of this Notice states the estimated gross amount you may to receive if you participate in the Settlement. This amount is based on Defendant's employment records of your total number of Non-Exempt Workweeks and/or Settlement Workweeks worked (as defined on page 2).

Your actual Individual Settlement Payment amount may be reduced or increased, however, based on a variety of things such as, the number of Settlement Class Members or the number of Request for Exclusion Forms submitted, whether additional Class Members are identified or come forward, the amounts awarded by the Court, and the terms of the Court's anticipated final approval order.

e. Service Awards to the Named Plaintiffs

The Court has also preliminarily approved a payment of \$10,000 to Plaintiff Ruben Alvarado and \$10,000 to Plaintiff Whitey Davis as a Service Award. The Service Awards will be paid from the Total Settlement Amount. The Service Award is to compensate Plaintiff Ruben Alvarado and Plaintiff Whitey Davis for the risk incurred and time and efforts in assisting with the prosecution of the Action on behalf of the Class Members.

f. Class Counsel Award to Class Counsel

All payments for Class Counsel's attorney's fees and reimbursement of litigation costs and expenses (i.e., the Class Counsel Award) will be deducted from the Total Settlement Amount. Class Counsel will apply to the Court for final approval of the Class Counsel Award.

g. Settlement Administration Costs

The costs incurred by the Settlement Administrator in connection with administering the Settlement, such as providing Notice to the Class, receiving and determining Dispute Forms, receiving and forwarding to the parties Request for Exclusion Forms and Objection Forms received, if any, and calculating and distributing Individual Settlement Payments under the terms of the Settlement Agreement as approved by the Court, will be paid from the Total Settlement Amount in an amount not to exceed \$10,000. The Settlement Administrator is:

Alvarado v Citadel Servicing Corporation
Settlement Administrator
P.O. Box 26170, Santa Ana, CA 92799
Tel: (888) 369-3780

h. Payment to the California Labor and Workforce Development Agency

\$100,000 of the Total Settlement Amount will be allocated as penalties authorized by the PAGA (i.e., the PAGA Payment), of which 75% or \$75,000 will be paid to the LWDA and 25% or \$25,000 will remain in the Net Distribution Fund and be distributed to Settlement Class Members.

i. All Payments Subject to Court Approval

All of the payments listed above will be made if and only if the Court grants final approval of the Settlement Agreement based on its finding that the Settlement is reasonable, fair, and adequate for the Class. The above-listed payments may be adjusted by the Court.

5. WHAT ARE MY OPTIONS?

You may participate in the Settlement, in which case you need not take any action as this will occur automatically. Alternatively, you can request exclusion from the Settlement or object to the Settlement. The option you choose affects

whether you will receive an Individual Settlement Payment and whether you give up certain rights. These options are also briefly summarized in the chart on the first page of this Notice.

a. HOW DO I REQUEST TO BE EXCLUDED FROM THE SETTLEMENT?

If you do not wish to participate in the Settlement, you may exclude yourself (“opt out”) by completing and submitting the Request for Exclusion Form attached to this Notice to the Settlement Administrator. The Request for Exclusion Form must be completed and mailed to the Settlement Administrator, postmarked no later than April 25, 2023. The date of the postmark on the envelope containing the Request for Exclusion Form shall be the exclusive means used to determine whether the request for exclusion has been timely submitted. Final resolution of untimely or defective Request for Exclusion Forms resides with the Court.

Any Class Member who submits a timely and complete Request for Exclusion Form shall, upon receipt, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no money from the Settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against Defendant. However, there are deadlines to pursuing such claims, known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing a claim if you decide to opt out of this Settlement.

b. HOW DO I OBJECT TO THE SETTLEMENT?

Any Non-Exempt Class Member or Salaried Class Member who excludes themselves from the Settlement will lack the standing to object to the Settlement. If you choose to object to the Settlement, you may represent yourself or hire your own attorney.

In order to be timely, the Objection Form attached to this Notice must be completed and mailed to the Settlement Administrator, postmarked no later than April 25, 2023. The date of the postmark on the envelope containing the Objection Form shall be the exclusive means used to determine whether the objection has been timely submitted. Final resolution of untimely or defective Objection Forms resides with the Court.

If you have not submitted an Objection Form, you have the right to address the Court at the hearing scheduled for June 2, 2023 at 1:30 p.m., before the Honorable Lon L. Hurwitz, Department CX103, California Superior Court, County of Orange, Central Justice Center (CJC), 700 Civic Center Drive West, Santa Ana, California 92701.

IF THE COURT REJECTS YOUR OBJECTION AND APPROVES THE SETTLEMENT, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

6. RELEASED CLAIMS – WHAT WILL I GIVE UP IF I PARTICIPATE IN THE SETTLEMENT?

Upon the date on which the Total Settlement Amount is fully funded, the Non-Exempt Settlement Class Members, individually and on behalf of their heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree to forever release, discharge, hold harmless, and covenant not to sue each and all of the Released Parties for the Non- Exempt Settlement Class Members’ Released Claims and the Salaried Settlement Class Members, individually and on behalf of their heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree to forever release, discharge, hold harmless, and covenant not to sue each and all of the Released Parties for the Salaried Settlement Class Members’ Released Claims.

“Released Parties” means (i) Citadel Servicing Corporation, and its past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, and (ii) the past, present, and future shareholders, officers, directors, members, investors, agents, employees, consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors, and assigns of the entities listed in (i).

“Non-Exempt Class Claims” means all claims for wages, benefits and related penalties actually alleged or that could have been alleged in the Action by Plaintiffs, on behalf of themselves and the Non-Exempt Class Members, based on the facts alleged in the FAC, including but not limited to: (1) Unpaid overtime (Cal. Labor Code §510 and 1198); (2) Unpaid Meal Period Premiums (Cal. Labor Code §226.7 and 512(a)); (3) Unpaid Rest Period Premiums (Cal. Labor Code §226.7); (4) Unpaid Minimum Wages (Cal. Labor Code §1194, 1197 and 1197.1); (5) Final Wages Not Paid (Cal. Labor Code §201 and 202); (6) Wages Not Timely Paid During Employment (Cal. Labor Code §204); (7) Non- Compliant Wage Statements

(Cal. Labor Code §226(a)); (8) Failure to Keep Requisite Payroll Records (Cal. Labor Code §1174(d)); (9) Unreimbursed Business Expenses (Cal. Labor Code §2800 and 2802); (10) Violation of California Business & Professions Code §17200; (11) penalties pursuant to PAGA (Cal. Labor Code §2698, et seq.; and (12) attorneys' fees and costs of litigation associated with this Action. "Non-Exempt Class Claims" also includes all claims that Plaintiffs and/or Non-Exempt Class Members may have against the Released Parties relating to (i) the payment, taxation and allocation of the Class Counsel Award pursuant to this Settlement Agreement and (ii) the payment, taxation and allocation of Plaintiffs' Service Awards pursuant to this Settlement Agreement.

"Non-Exempt Settlement Class Members' Released Claims" means the Non-Exempt Class Claims that Non-Exempt Settlement Class Members are fully and irrevocably releasing in exchange for the consideration provided by this Settlement Agreement, whether arising at law, in contract or in equity, and whether for economic or non-economic damages, restitution, injunctive relief, penalties or liquidated damages based on the factual allegations of the Complaint, arising during the Class Period.

"Salaried Class Claims" means all claims for wages, benefits and related penalties actually alleged or that could have been alleged in the Action by Plaintiffs, on behalf of themselves and the Salaried Class Members, based on the facts alleged in the FAC, including but not limited to: (1) Unpaid overtime (Cal. Labor Code §510 and 1198); (2) Unpaid Meal Period Premiums (Cal. Labor Code §226.7 and 512(a)); (3) Unpaid Rest Period Premiums (Cal. Labor Code §226.7); (4) Final Wages Not Timely Paid (Cal. Labor Code §201 and 202); (5) Wages Not Timely Paid During Employment (Cal. Labor Code §204); (6) Non-Compliant Wage Statements (Cal. Labor Code §226(a)); (7) Failure to Keep Requisite Payroll Records (Cal. Labor Code §1174(d)); (8) Unreimbursed Business Expenses (Cal. Labor Code §2800 and 2802); (9) Violation of California Business & Professions Code §17200; (10) penalties pursuant to PAGA (Cal. Labor Code §2698, et seq.; and (12) attorneys' fees and costs of litigation associated with this Action. "Salaried Class Claims" also includes all claims that Plaintiffs and/or Salaried Class Members may have against the Released Parties relating to (i) the payment, taxation and allocation of the Class Counsel Award pursuant to this Settlement Agreement and (ii) the payment, taxation and allocation of Plaintiffs' Service Awards pursuant to this Settlement Agreement.

"Salaried Settlement Class Members Released Claims" means the Salaried Class Claims, that the Salaried Settlement Class Members are fully and irrevocably releasing in exchange for the consideration provided by this Settlement Agreement, whether arising at law, in contract or in equity, and whether for economic or non-economic damages, restitution, injunctive relief, penalties or liquidated damages based on the factual allegations of the operative Complaint, arising during the Class Period.

7. WILL I BE SUBJECT TO DISCIPLINE BASED ON WHETHER I PARTICIPATE IN THE SETTLEMENT?

Defendant is prohibited by law from retaliating in any way based on your decision to participate or not participate in the settlement. Your decision to participate, not participate, or object to this Settlement will not impact your employment with Defendant or Defendant's treatment of you as a former employee.

8. WHO ARE THE LAWYERS REPRESENTING THE PARTIES?

Attorneys for Plaintiff and the Class:

Edwin Aiwarzian

Arby Aiwarzian

LAWYERS FOR JUSTICE, PC

410 West Arden Ave., Suite 203, Glendale, CA 91203

Tel: (818) 265-1020 / Fax: (818) 265-1021

Email: edwin@calljustice.com; arby@calljustice.com

Heather Davis

Amir Nayebdadash

PROTECTION LAW GROUP, LLP

136 Main Street, Suite A, El Segundo, CA 90245

Tel: (424) 290-3095 / Fax: (866) 264-7880

Email: heather@protectionlawgroup.com

amir@protectionlawgroup.com

Attorneys for Defendants:

Mollie M. Burks

Joshua B. Wagner

GORDON REES SCULLY MANSUKHANI, LLP

633 West Fifth Street, 52nd Floor, Los Angeles, CA 90071

Tel: (213) 576-5000

Email: mburks@grsm.com

jwagner@grsm.com

9. WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice only summarizes this Action, the Settlement, and related matters. You can obtain a copy of the Settlement Agreement and other settlement-related documents at the following website: www.simpluris.com/case-search You may also contact the following court-appointed neutral third-party Settlement Administrator for more information:

Alvarado v Citadel Servicing Corporation
Settlement Administrator
P.O. Box 26170, Santa Ana, CA 92799, Tel: (888) 369-3780

10. FINAL APPROVAL HEARING

The California Superior Court, County of Orange will hold a hearing in Department CX103, California Superior Court, County of Orange, Central Justice Center (CJC), 700 Civic Center Drive West Santa Ana, CA 92701 on June 2, 2023 at 1:30 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve the Class Counsel Award to Class Counsel and Service Awards to Plaintiffs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing unless you object to the proposed Settlement.

NOTICE: all court information, policies and procedures relating to the COVID-19 pandemic can be found online here: <https://www.occourts.org/media-relations/CoronaVirusUpdate.html>.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE ADMINISTRATION PROCESS.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

REQUEST FOR EXCLUSION FORM

RUBEN ALVARADO, individually, and on behalf of
other members of the general public similarly situated;
WHITEY DAVIS, individually, and on behalf of other
members of the general public similarly situated and
on behalf of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

CITADEL SERVICING CORPORATION, a
California Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 30-2019-01057617-CU-OE-CXC

Department: CX103
Judge: Hon. Lon L. Hurwitz
Complaint Filed: March 18, 2019
FAC Filed: March 3, 2021
Trial Date: None Set

TO:

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

SIMID «SIMID»
«Barcode_169122»

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OPT OUT OF THE SETTLEMENT.

If you wish to exclude yourself from the settlement, you must read and sign the following statement and return this form to the Settlement Administrator, at the following address, by U.S. Mail, postmarked on or before April 25, 2023.

Alvarado v Citadel Servicing Corporation
Settlement Administrator
P.O. Box 26170, Santa Ana, CA 92799
Tel: (888) 369-3780

I wish to exclude myself from the proposed settlement. By excluding myself from the settlement, I understand I will not receive any payment from the settlement, and I will not release any claims.

Signature: _____

If you do not wish to exclude yourself from the settlement, you do not need to take any action. If the proposed settlement receives final approval from the Court, you will receive a check by U.S. Mail.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

OBJECTION FORM

RUBEN ALVARADO, individually, and on behalf of
other members of the general public similarly situated;
WHITEY DAVIS, individually, and on behalf of other
members of the general public similarly situated and
on behalf of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

CITADEL SERVICING CORPORATION, a
California Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 30-2019-01057617-CU-OE-CXC

Department: CX103
Judge: Hon. Lon L. Hurwitz
Complaint Filed: March 18, 2019
FAC Filed: March 3, 2021
Trial Date: None Set

TO:

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

SIMID «SIMID»
«Barcode_169124»

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

If you wish to object to the settlement, you must state the nature of and basis for your objection and sign below, and return this form to the Settlement Administrator, at the following address, by U.S. Mail, postmarked on or before April 25, 2023.

Alvarado v Citadel Servicing Corporation
Settlement Administrator
P.O. Box 26170, Santa Ana, CA 92799
Tel: (888) 369-3780

I wish to object to the settlement on the following grounds:

Below, please state whether you intend to appear at the Final Approval Hearing, on June 2, 2023, at 1:30 p.m., either in person or through counsel and, if through counsel, identify your counsel by name, bar number, address, and telephone number.

Signature: _____

If you do not wish to object to the settlement, you do not need to take any action. If the proposed settlement receives final approval from the Court, you will receive a check by U.S. Mail.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

DISPUTE FORM

RUBEN ALVARADO, individually, and on behalf of
other members of the general public similarly situated;
WHITEY DAVIS, individually, and on behalf of other
members of the general public similarly situated and
on behalf of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

CITADEL SERVICING CORPORATION, a
California Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 30-2019-01057617-CU-OE-CXC

Department: CX103

Judge: Hon. Lon L. Hurwitz

Complaint Filed: March 18, 2019

FAC Filed: March 3, 2021

Trial Date: None Set

TO:

«FirstName» «LastName»

«Address1» «Address2»

SIMID «SIMID»
«Extension»

«City», «State» «Zip»-«ZipDPC3»

USE AND RETURN THIS FORM ONLY IF YOU WISH TO DISPUTE THE NUMBER OF WORKWEEKS
ATTRIBUTED TO YOU IN THE NOTICE.

If you wish to dispute the number of Non-Exempt Workweeks and/or Salaried Workweeks attributed to you in your notice, you must state the number of Workweeks you contend is correct and sign below, attaching any and all documentation supporting your contention, and return this form to the Settlement Administrator, at the following address, by U.S. Mail, postmarked on or before April 25, 2023.

Alvarado v Citadel Servicing Corporation

Settlement Administrator

P.O. Box 26170, Santa Ana, CA 92799

Tel: (888) 369-3780

The correct number of Non-Exempt Workweeks that should be attributed to me is:

The correct number of Exempt Workweeks that should be attributed to me is:

Please attach any and all documentation supporting your contention to this Dispute Form.

Signature: _____

If you do not wish to dispute the number of Workweeks attributed to you, you do not need to take any action. If the proposed settlement receives final approval from the Court, you will receive a check by U.S. Mail

EXHIBIT B



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

Estimate #:	12859v2	Prepared By:	Michael Sutherland
Estimate Date:	1/27/2021	Direct Dial #	321-223-5067
		Email:	msutherland@simpluris.com

Plaintiff Attorney

Attorney/Client: **Danielle L. GruppChang**
Firm: Lawyers for Justice
Email:

Defense Attorney

Attorney/Client:
Firm:
Email:

Case Name: AR-Citadel-7617: All-In Settlement

Anticipated Total Cost	\$9,985
Capped Fee*	\$10,000

Terms:

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

Total Possible Class Size:	635	Undeliverable Rate:	15%
Response Rate:	1%	Call Rate:	0%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	State	State(s):	CA
		Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	6	\$750.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$1,590.00

Notification

Notice Packet: 10 pg Notice, 1 Pg Opt Out - Double Sided

Category	Unit Value	# of Units	Total
Mail Notice Packet-Two classes	\$1.25	635	\$793.75
Postage	\$0.59	635	\$374.65
NCOA/CASS/LACS	\$75.00	1	\$75.00
Undeliverable Processing	\$0.25	95	\$23.81
Skip Trace RUM	\$1.50	95	\$142.88
Remail Notice Packet	\$1.50	81	\$121.44
Remail Postage	\$0.59	81	\$47.77
Mailing Supervisor	\$50.00	2	\$100.00
Total			\$1,679.30

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	0	\$0.00
800 # Charges	\$0.10	0	\$0.00
Total			\$0.00



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

Administration

Process Mail, Opt-Outs or Objections			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	3	\$7.50
Opt Out Processing	\$2.50	6	\$15.88
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	2	\$250.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$523.38

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members: W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$3.00	635	\$1,905.00
Postage	\$0.59	635	\$374.65
Process Returned Checks	\$0.50	6	\$3.18
Skip Trace Search Undeliverable Checks	\$3.00	6	\$19.05
Remail Checks (Includes Postage)	\$4.00	6	\$25.40
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee, 2021, 2022	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	10	\$47.63
Reissue W2's/1099's	\$5.00	10	\$47.63
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Unclaimed Funds: State Controller	\$250.00	1	\$250.00
Disbursement Manager	\$125.00	3	\$375.00
Total			\$5,767.53



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Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$425.00

Total Case Costs

\$9,985.20