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Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES-SPRING STREET COURTHOUSE**

CINDY VELASQUEZ, individually, and on
behalf of other members of the general public
similarly situated; PAULINA CAMPOS,
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;

Plaintiff,

vs.

AMADA ENTERPRISES, INC., a California
corporation; VIEW HEIGHTS
COVALESCENT HOSPITAL, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 20STCV07994 (Lead Case)
20CMCV00227

Honorable Stuart M. Rice
Department SSC-1

CLASS ACTION

**DECLARATION OF YAMI BURNS WITH
RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: February 15, 2024
Time: 10:30 a.m.
Department: SSC-1

Complaint Filed: February 28, 2020
FAC Filed: February 2, 2021
Trial Date: None Set

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DECLARATION OF YAMI BURNS

I, Yami Burns, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for the consolidated action entitled *Velasquez, et al. v. Amada Enterprises, Inc.* (Los Angeles County Case No. 20STCV07994, consolidated with Case No. 20CMCV00227) (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties and subsequently approved and appointed by the Court to provide notice of the settlement of the Action and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (“Class Notice”); (ii) responding to inquiries from Class Members and PAGA Members; (iii) calculating the number of Qualified Workweeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the period from February 28, 2016 to November 10, 2020 (“Class Period”) and the number of Qualified PAGA Workweeks that each PAGA Member worked during the time period from May 29, 2019 to November 10, 2020 (“PAGA Period”); (iv) determining the validity of letters submitted by Class Members indicating requests to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement by the Settlement Class Members (“Notices of Objections”), and/or disputes regarding the number of Qualified Workweeks and/or Qualified PAGA Workweeks submitted by Class Members and/or PAGA Members; (v) calculating the Net Settlement Amount; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to PAGA Members; (vii) issuing the payment to Class Counsel for Attorneys’ Fees and Costs, the Enhancement Awards to Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

1 3. On September 12, 2023, Phoenix received a data file from Defendant's Counsel that
2 contained each Class Member's last known full name, last known mailing address, Social Security
3 Number, Qualified Workweeks, and/or Qualified PAGA Workweeks ("Class Data and List"). The
4 final mailing list contained four hundred eighty-eight (488) individuals identified as Class Members
5 and two hundred seventy (270) individuals identified as PAGA Members.

6 4. On September 14, 2023, Phoenix conducted a National Change of Address
7 ("NCOA") search in an attempt to update and confirm the Class Data and List addresses as
8 accurately as possible. A search of this database provides updated addresses for any individual who
9 has moved in the previous four (4) years and notified the U.S. Postal Service of their change of
10 address. To the extent that an updated address was found in the NCOA database, the updated
11 address was used for the mailing of the Class Notice. To the extent that no updated address was
12 found in the NCOA database, the original address provided by Counsel for Defendant was used for
13 the mailing of the Class Notice.

14 5. On October 3, 2023, Phoenix mailed the Class Notice via U.S. First Class Mail to all
15 four hundred eighty-eight (488) Class Members and two hundred seventy (270) PAGA Members
16 on the Class Data and List. A true and correct copy of the mailed Class Notice is attached hereto as
17 **Exhibit A.**

18 6. As of the date of this declaration, seventy (70) Class Notices have been returned to
19 Phoenix as undeliverable. None of the seventy (70) Class Notices were returned with a forwarding
20 address. For the seventy (70) Class Notices returned from the Post Office without a forwarding
21 address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of
22 the most comprehensive address databases available for skip tracing. Of the seventy (70) Class
23 Notices that were skip traced, sixty-two (62) updated addresses were obtained and the Class Notice
24 was promptly re-mailed to those Class Members via First Class Mail. Two (2) Class Notices were
25 returned a second time without a forwarding address.

26 7. As of the date of this declaration, twelve (12) Class Notices remain undeliverable.
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1 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
2 Exclusion from Class Members. The deadline to submit Requests for Exclusion from the Class
3 Settlement (“Response Deadline”) was November 17, 2023.

4 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
5 from Settlement Class Members. The deadline for objecting to the Class Settlement (“Response
6 Deadline”) was November 17, 2023.

7 10. As of the date of this declaration, Phoenix has received zero (0) disputes of Qualified
8 Workweeks and/or Qualified PAGA Workweeks from Class Members and/or PAGA Members.
9 The deadline for submitting a dispute was November 17, 2023 (“Response Deadline”).

10 11. There are four hundred eighty-eight (488) Class Members who did not submit timely
11 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
12 100% of the Class. Settlement Class Members have worked a collective total of forty-four thousand
13 eight hundred eighty-three (44,883) Workweeks during the Class Period. Each Eligible Workweek
14 is valued at approximately \$2.75.

15 12. The Escalator Clause of the Settlement Agreement indicates if during the period of
16 February 28, 2016 to February 28, 2020 the number of Qualified Workweeks worked by Class
17 Members during the Class Period exceeds 81,550 by more than ten percent (10%) (i.e., the number
18 of Qualified Workweeks exceeds 89,705), the Class Period shall instead cut off upon the date the
19 Class Members worked more than 89,705 Qualified Workweeks. The total number of Qualified
20 Workweeks during this period was forty-four thousand eight hundred eighty-three (44,883)
21 Workweeks, which does not exceed the threshold. Therefore, the Escalator Clause is not triggered
22 and the Class Period remains February 28, 2016 through November 10, 2020.

23 13. The Net Settlement Amount of one hundred twenty-three thousand five hundred
24 dollars (\$123,500.00) available to pay Settlement Class Members was determined by subtracting
25 the requested Class Counsel attorneys’ fees of one hundred fifty-seven thousand dollars
26 (\$157,500.00), (which is 35% of the Total Settlement Amount), litigation costs of forty-five
27 thousand dollars (\$45,000.00), requested Enhancement Awards to Plaintiffs Velasquez and Campos
28 (\$7,500 each) totaling fifteen thousand dollars (\$15,000.00), the allocation for the PAGA Penalty

1 Amount of one hundred thousand dollars (\$100,000.00), and the requested Settlement
2 Administration Costs of nine thousand dollars (\$9,000.00) from the Total Settlement Amount of
3 four hundred fifty thousand dollars (\$450,000.00).

4 14. Based upon the Net Settlement Amount and the amounts allocated in the Settlement,
5 the *highest* Individual Settlement Payment to be paid to a Settlement Class Member is
6 approximately six hundred seventy-four dollars and ninety-three cents (\$674.93), the *average*
7 Individual Settlement Payment to be paid to a Settlement Class Member is approximately two
8 hundred fifty-three dollars and seven cents (\$253.07), and), the *lowest* Individual Settlement
9 Payment to be paid to a Settlement Class Member is approximately thirty-nine cents (\$.39).
10 Settlement Class Members will be issued payment of their Individual Settlement Payments subject
11 to reduction for the employee's share of taxes and withholdings with respect to the wages portion
12 of the Individual Settlement Payment.

13 15. Additionally, one hundred thousand dollars (\$100,000.00) of the Gross Settlement
14 Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA
15 Penalty Amount"), of which 75%, or seventy-five thousand dollars (\$75,000.00), shall be paid to
16 the Labor and Workforce Development Agency ("LWDA Payment"), and 25%, or twenty-five
17 thousand dollars (\$25,000.00), of which shall be paid to all current and former hourly-paid or non-
18 exempt employees of Defendant in California employed during the PAGA Period ("PAGA
19 Members"). There are two hundred seventy (270) PAGA Members who worked a total of fourteen
20 thousand five hundred two (14,502) Qualified PAGA Workweeks during the PAGA Period. The
21 *highest* Individual PAGA Payment to be paid to a PAGA Member is approximately one hundred
22 thirty dollars and seventy-seven cents (\$130.77), the *average* Individual PAGA Payment to be paid
23 to a PAGA Member is approximately ninety-two dollars and fifty-nine cents (\$92.59), and the
24 *lowest* Individual PAGA Payment to be paid to a PAGA Member is approximately ninety-two
25 dollars and fifty-nine cents (\$92.59).

26 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
27 addition to the Total Settlement Amount.

17. Phoenix's costs associated with the administration of this matter (Settlement Administration Costs) are nine thousand dollars (\$9,000.00). This includes all costs incurred to date, as well as anticipated fees and costs for completion of the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 23rd day of January 2024, at Orange, California.

Jami Burns
YAMI BURNS

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Cindy Velasquez v. Amada Enterprises, Inc.,
Superior Court of California for the County of Los Angeles, Case No. 20STCV07994

Paulina Campos v. Amada Enterprises, Inc.,
Superior Court of California for the County of Los Angeles, Case No. 20STCV34673

Paulina Campos v. Amada Enterprises, Inc.,
Superior Court of California for the County of Los Angeles, Case No. 20CMCV00227

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the class settlement, your legal rights may be affected.

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Cindy Velasquez and Paulina Campos ("Plaintiffs") and Defendant Amada Enterprises, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the consolidated cases entitled *Cindy Velasquez v. Amada Enterprises, Inc., et al.*, Los Angeles County Superior Court, Case No. 20STCV07994 ("*Velasquez* Class Action" or "Action"), *Paulina Campos v. Amada Enterprises, Inc.*, Los Angeles County Superior Court, Case No. 20STCV34673 ("*Campos* Class Action"), and *Paulina Campos v. Amada Enterprises, Inc. et al.*, Los Angeles County Superior Court, Case No. 20CMCV00227 ("*Campos* PAGA Action") (together, the *Velasquez* Class Action, *Campos* Class Action, and *Campos* PAGA Action are referred to as the "Actions"), which may affect your legal rights. On August 7, 2023, the Court granted preliminary approval of the settlement and scheduled a hearing on February 15, 2024, at 10:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from February 28, 2016, through November 10, 2020.

"Class Settlement" means the settlement and resolution of the Actions and Released Class Claims (described in Section III.D below).

"PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the PAGA Period.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from May 29, 2019, through November 10, 2020.

II. BACKGROUND OF THE ACTION

On February 28, 2020, Plaintiff Cindy Velasquez commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 20STCV07994 ("*Velasquez* Complaint"). On May 29, 2020, Plaintiff Paulina Campos provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that were violated ("*Campos* LWDA Letter"). On September 11, 2020, Plaintiff Paulina Campos filed her Class Action Complaint for Damages in the Los Angeles Superior Court, Case No. 20STCV34673 ("*Campos* Complaint"). On September 15, 2020, Plaintiff Paulina Campos filed her Complaint for Enforcement Under the Private Attorneys General Act in the Los Angeles Superior Court, Case No. 20CMCV00227 ("*Campos* PAGA Complaint"). On February 2, 2021, Plaintiffs Paulina Campo and Cindy Velasquez filed a First Amended Class Action Complaint for Damages, adding Paulina Campos as a named plaintiff, and subsequently dismissing the *Campos* Class Action ("*Velasquez* First Amended Complaint").

On October 25, 2022, the Court ordered the *Velasquez* Class Action and *Campos* PAGA Action to be consolidated, with the *Velasquez* Class Action deemed the lead case.

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, and reimburse business expenses. Plaintiffs further contend that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and give rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

After investigation and analysis of the claims, the Parties participated in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement,” “Settlement,” or “Settlement Agreement”).

On August 7, 2023, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Cindy Velasquez and Paulina Campos as representatives of the Class (“Class Representatives”), and the following attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.

Arby Aiwazian, Esq.

Joanna Ghosh, Esq.

Yasmin Hosseini, Esq.

Lawyers for Justice, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

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

Heather Davis, Esq.

Luke Clapp, Esq.

Protection Law Group, LLP

237 California St.

El Segundo, California 90245

Telephone: (844) 294-3095 / Fax: (866) 264-7880

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Qualified Workweeks and/or Qualified PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Four Hundred Fifty Thousand Dollars (\$450,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees to Class Counsel in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$157,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses incurred by Class Counsel, in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00) (“Litigation Costs”)(together with Attorneys’ Fees, “Attorneys’ Fees and Costs”); (2) Enhancement Payments in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to each of the Plaintiffs for their services in the Actions (for a total of \$15,000); (3) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars (\$9,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalty Amount”). The PAGA Penalty Amount will be distributed 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Members (“PAGA Employee Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Qualified Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Qualified Workweeks to yield the Final Workweek Value and multiplied each Class Member’s individual Qualified Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Payment (“Individual PAGA Payment”), based on their Qualified PAGA Workweeks during the PAGA Period. The Settlement Administrator has divided the PAGA Employee Amount by the total number of Qualified PAGA Workweeks of all PAGA Members during the PAGA Period (“PAGA Workweek Value”) and multiplied each PAGA Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From February 28, 2016, through November 10, 2020 (i.e., Class Period), you are credited as having worked 245.29 Qualified Workweeks.

From May 29, 2019, through November 10, 2020 (i.e., PAGA Period), you are credited as having worked 75.86 Qualified PAGA Workweeks.

If you wish to dispute the Qualified Workweeks/Qualified PAGA Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case name and number of at least one of the Actions (*Cindy Velasquez v. Amada Enterprises, Inc., et al.*, Los Angeles County Superior Court, Case No. 20STCV07994, *Paulina Campos v. Amada Enterprises, Inc.*, Los Angeles County Superior Court, Case No. 20STCV34673, and *Paulina Campos v. Amada Enterprises, Inc. et al.*, Los Angeles County Superior Court, Case No. 20CMCV0027); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) states that the Class Member and/or PAGA Member disputes the number of Qualified Workweeks and/or Qualified PAGA Workweeks credited to him or her and what he or she contends is the correct number that should be credited to him or her; (4) includes information and/or attaches documentations demonstrating that the number of Qualified Workweeks and/or Qualified PAGA Workweeks that he or she contends should be credited to him or her is correct; and (5) is returned to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than November 17, 2023**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Qualified Workweeks and/or Qualified PAGA Workweeks credited to you during the Class Period and/or PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$674.93. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$130.77.

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever, released, settled, compromised, relinquished, and discharged Released Parties of any and all Released Class Claims.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, all PAGA Members, and the State of California (with respect to employment of PAGA Members by Defendant during the PAGA Period) will be deemed to have fully, finally, and forever, released, settled, compromised, relinquished, and discharged Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all claims under state, federal, or local law, arising out of the facts or allegations expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California’s unfair competition law, that arose during the Class Release Period.

“Released PAGA Claims” means any and all claims for civil penalties arising from the claims for penalties that were brought or could have been brought based on the facts alleged in the LWDA Letter, arising during the PAGA Period, pursuant to California Labor Code § 2698, et seq., including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

“Released Parties” means Defendant, and any parent, subsidiary, affiliate, predecessor or successor, and all agents, officers, directors, insurers, and attorneys.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$157,500.00, subject to increase) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Forty-Five Thousand Dollars (\$45,000.00) (“Litigation Costs”) (together with Attorneys’ Fees, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Awards to Plaintiffs

Plaintiffs will each seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Awards”), in recognition of their services in connection with the Actions. Enhancement Awards will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments (if applicable) that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars (\$9,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

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

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any contemplated judgment that may be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Class Member and/or PAGA Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the words “I wish to be excluded from the Settlement in *Cindy Velasquez v. Amada Enterprises, Inc.*” or similar language; (2) be signed by you; (3) state the full name, address, telephone number, signature, and the last four digits of your Social Security number; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be returned by mail to the Settlement Administrator, postmarked by **no later than November 17, 2023** at the following address:

Phoenix Settlement Administrators

P.O. Box 7208, Orange, CA 92863

<https://www.phoenixclassaction.com/amada-enterprises/>

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. However, consistent with applicable law, PAGA Members may not exclude themselves from the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (1) contain the words “I object to the Settlement in Cindy Velasquez v. Amada Enterprises, Inc.” or similar language; (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) state all grounds for the objection accompanied by any legal or factual support for such objection; (4) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (5) copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than November 17, 2023**

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on February 15, 2024, at 10:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees Costs to Class Counsel, Enhancement Awards to Plaintiffs, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.lacourt.org/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Lawsuits for a fee by visiting the civil clerk’s office, located at Stanley Mosk Courthouse, 111 N. Hill Street, California, during business hours, or online by visiting the following website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

Please visit the Court’s website for the most current COVID-19 guidelines and social distancing procedures for accessing court facilities: <https://www.lacourt.org/>.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	488
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	488
Subtotal Admin Only	\$9,080.95

TOTAL COSTS	\$9,000.00
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January 23, 2024

Case: Velasquez v. Amada Enterprises, Inc.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	4	\$500.00
Programming Database & Setup	\$125.00	4	\$500.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.00	49	\$97.60
NCOA (USPS)	\$0.15	488	\$73.20
Total			\$1,320.80

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	488	\$73.20
Notice Packet & Opt-Out Form	\$0.95	488	\$463.60
Estimated Postage (up to 1 oz.)	\$0.60	488	\$292.80
Total			\$1,144.60

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	4	\$220.00
Skip Tracing Undeliverables	\$1.00	40	\$40.00
Remail Notice Packets	\$0.95	41	\$38.95
Estimated Postage	\$0.60	41	\$24.60
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$373.55

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	4	\$400.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$1,020.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks, W2 and 1099 *	\$1.00	488	\$488.00
Estimated Postage Checks, W2 and 1099	\$0.50	488	\$244.00
Total			\$2,272.00

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

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

Total: \$9,080.95