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

JOAQUIN SANTIBANEZ, and JORGE
MAZARIEGOS, as individuals and on behalf of
other similarly situated employees,

Plaintiff,

vs.

DANCHUK MANUFACTURING, INC., a
California corporation, and DOES 1-50,
inclusive,

Defendants.

Case No.: 30-2020-01155466-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman
Dept. CX 105

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

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Santibanez and Mazariegos v. Danchuk Manufacturing, Inc.* I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On January 18, 2022, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and number of Work Weeks worked by each Class Member (“Class Data”) during the period from August 17, 2016 to June 14, 2021 (“Class Period”). The final mailing list contained one hundred four (104) Class Members representing 14,071 Work Weeks during the Class Period.

4. On February 4, 2022, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

1 5. On February 9, 2022, Phoenix mailed the Notice Packet via U.S. first class mail, in
2 English and Spanish, to all one hundred four (104) Class Members on the Class List. A true and
3 correct copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

4 6. As of the date of this declaration, five (5) Notice Packets have been returned to
5 Phoenix. None were returned with a forwarding address. Phoenix attempted to locate a current
6 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
7 available for skip tracing. Of the five (5) Notice Packets that were skip traced, five (5) updated
8 addresses were obtained and the Notice Packet was promptly re-mailed to those Class Members via
9 first class mail.

10 7. As of the date of this declaration, one (1) Notice Packet is considered undeliverable,
11 since the Notice was returned to Phoenix a second time after being re-mailed.

12 8. Phoenix has received one (1) Request for Exclusion. The deadline to request
13 exclusion was March 26, 2022.

14 9. Phoenix has received zero (0) Objections to the Settlement. The Objection deadline
15 was March 26, 2022.

16 10. No Work Weeks disputes were received throughout the response period.

17 11. There are one hundred three (103) Class Members, representing approximately
18 99.04% of the Class, who, having not requested exclusion, are deemed Participating Class Members
19 and have worked a collective total of 13,956 Work Weeks during the Class Period.

20 12. The Net Settlement Amount of \$87,728.00 available to pay Participating Class
21 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$61,272.00),
22 requested Class Counsel costs (\$10,000.00), requested Class Representative Enhancement
23 Payments (totaling \$10,000.00), total amount allocated to PAGA Penalties (\$10,000.00), and the
24 requested Settlement Administrator costs (\$5,000.00) from the Maximum Settlement Amount
25 (\$184,000.00).

26 13. Based upon the calculations stipulated in the Settlement and taking into account the
27 one (1) Request for Exclusion received, the highest Individual Settlement Payment to be paid is
28 approximately \$1,584.08, the lowest Individual Settlement Payment to be paid is approximately

1 \$6.29, while the average Individual Settlement Payment to be paid is approximately \$851.73. All
2 Individual Settlement Payments are subject to any and all legally mandated reductions and
3 deductions on the one-third (33.33%) portion thereof considered wages.

4 14. Additionally, \$10,000.00 of the Maximum Settlement Amount has been designated
5 as the Private Attorneys General Act Allocation ("PAGA Amount"), of which 75%, or \$7,500.00,
6 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$2,500.00,
7 of which shall be paid to the Settlement Class Members regardless of whether or not they submitted
8 a Request for Exclusion. The average payment to these individuals is \$24.04 ("PAGA Payment").

9 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
10 due separately and apart from the Maximum Settlement Amount. As of this date, and utilizing the
11 maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$4,225.14.

12 16. Phoenix's costs associated with the administration of this matter are \$5,000.00. This
13 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
14 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

15
16 I declare under penalty of perjury of the laws of the State of California that the foregoing is
17 true and correct.

18 Executed this 9th of May 2022, at Anaheim, California.

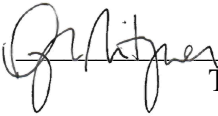
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20  _____
21 TAYLOR MITZNER
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Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

«PSA_ID»

JOAQUIN SANTIBANEZ, ET AL. V. DANCHUK MANUFACTURING, INC. ET AL.
Orange County Superior Court, Case No. 30-2020-01155466-CU-OE-CXC

**This is not an advertisement.
A state court authorized this Notice.
Your rights may be affected by this Notice.**

To all current and former non-exempt individuals employed by Defendant Danchuk Manufacturing, Inc. in California during any portion of the Class Period (individually referred to as “Class Member” or collectively as “Class”).

PURPOSE OF THIS NOTICE

A judge of Orange County Superior Court has ordered that this Notice be sent to you. On January 7, 2022, the Court preliminarily approved the settlement which was reached between the Plaintiffs Joaquin Santibanez and Jorge Mazariegos (“Plaintiffs”) on behalf of themselves and each of the Class Members, and Danchuk Manufacturing, Inc. (“Defendant”) in the above-captioned lawsuit now pending in the Superior Court for the State of California for the County of Orange and preliminarily appointed Plaintiffs Joaquin Santibanez and Jorge Mazariegos as Class Representatives.

You have received this Notice because Defendant’s records indicate that you worked as a non-exempt employee for Defendant in California during any portion of the period from August 17, 2016 to June 14, 2021 (the “Class Period”). This Notice advises you of your options under this settlement which include how you can participate in this settlement and receive your share of the settlement proceeds, how you can exclude yourself from the settlement, or how you can object to the settlement.

BACKGROUND REGARDING THE LAWSUIT

On August 17, 2020, Mr. Santibanez and Mr. Mazariegos filed claims alleging violations regarding (1) minimum wages (Cause of Action No. 1); (2) meal breaks (Cause of Action No. 2); (3) failure to pay timely wages (Cause of Action No. 3); (4) unlawful receipt of wages (Cause of Action No. 4); (5) failure to provide accurate wage statements (Cause of Action No. 5); (6) failure to pay timely wages upon termination (Cause of Action No. 6); (7) claim for unnecessary business expenses (Cause of Action No. 7); and (8) unlawful business practices (Cause of Action No. 8).

On November 20, 2020, Mr. Santibanez and Mr. Mazariegos filed a first amended complaint containing claims alleging violations regarding (1) minimum wages (Cause of Action No. 1); (2) meal breaks (Cause of Action No. 2); (3) failure to pay timely wages (Cause of Action No. 3); (4) unlawful receipt of wages (Cause of Action No. 4); (5) failure to provide accurate wage statements (Cause of Action No. 5); (6) failure to pay timely wages upon termination (Cause of Action No. 6); (7) claim for unnecessary business expenses (Cause of Action No. 7); and (8) unlawful business practices (Cause of Action No. 8); and violation of the California Private Attorney General Act (Cause of Action No. 9).

On September 16, 2021 Mr. Santibanez and Mr. Mazariegos filed a second amended complaint containing claims alleging violations regarding (1) minimum wages (Cause of Action No. 1); (2) meal breaks (Cause of Action No. 2); (3) failure to pay timely wages (Cause of Action No. 3); (4) unlawful receipt of wages (Cause of Action No. 4); (5) failure to provide accurate wage statements (Cause of Action No. 5); (6) failure to pay timely wages upon termination (Cause of Action No. 6); (7) claim for unnecessary business expenses (Cause of Action No. 7); and (8) unlawful business practices (Cause of Action No. 8); violation of the California Private Attorney General Act (Cause of Action No. 9); and (2) rest breaks (Cause of Action No. 10).

Defendant denies each and every allegation in the Lawsuit, denies any liability or wrongdoing of any kind, and believes that it treated, and continues to treat its employees fairly and in compliance with the law.

YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER

If you are a Class Member as defined above, you have three options under the settlement. Each option has its own consequences. You should read and understand each option before making your decision.

Option One: Participation As A Class Member

Class Members do not have to submit a claim form to receive a settlement payment. If you want to participate in the settlement and receive your share of the settlement proceeds, you do not need to do anything and you must not mail a Request for Exclusion as outlined in Option Two below. Class Members who have not requested exclusion from the settlement by submitting a timely and valid Request for Exclusion are referred to as Participating Class Members. The approximate amount you will receive and a description of how the amount was calculated is stated listed below in the section titled “How Much Can I Expect To Receive?” If you choose this option, you will be bound by this settlement, and you will release the Released Parties from the Released Claims which are listed below under the section entitled “What Do I Give Up By Participating In The Settlement?”

Option Two: You Can Exclude Yourself From The Settlement

If you do not wish to participate in or be bound by the settlement, you must complete and mail the Exclusion Form enclosed herein to Phoenix Class Action Administration (the “Settlement Administrator”) at the address listed below in the section titled “For More Information” postmarked on or before **March 26, 2022**. If you request to be excluded from the settlement, you will not be a Participating Class Member, will not receive money from the settlement, and will not be considered to have released the Released Claims. By excluding yourself from the settlement, you will retain the Released Claims and you will be free to pursue them at your own cost, if you choose to do so.

A valid Request for Exclusion must be in writing and contain: (1) the Class Member’s full name, current address, last four digits of his/her Social Security number, and signature; (2) the case name and number (*Joaquin Santibanez v. Danchuk Manufacturing, Inc.*, Orange County Superior Court Case No. 30-2020-01155466-CU-OE-CXC); (3) a clear statement that the Class Member wishes to be excluded from the settlement; and (4) the Class Member’s signature and date of signature.

Option Three: You May Object To The Settlement

If you are a Class Member, and you do not request exclusion from the settlement, you may object to the settlement before final approval of the settlement by the Court. However, if the Court rejects your objection, you will still be bound by the terms of the settlement, including the release, unless you have submitted a valid and timely request for exclusion.

To submit a written objection to the settlement, you may mail your objection to the Settlement Administrator at the address listed below in the section titled “For More Information” under Settlement Administrator, postmarked on or before **March 26, 2022**. A valid objection must be in writing and contain: (1) the objector’s full name, current address, last four digits of his or her Social Security number, and signature; (2) the case name and number (*Joaquin Santibanez v. Danchuk Manufacturing, Inc.*, Orange County Superior Court Case No. 30-2020-01155466-CU-OE-CXC); (3) the factual and legal basis, with supporting documents, if any, on which the objection is based (4) whether the objector is represented by an attorney and the contact information of any such attorney; and (5) whether the objector plans to appear at the Final Approval Hearing.

You may also come to the Final Approval Hearing and object at the hearing even if you do not submit a written objection. In addition to any above-mentioned objections options, a class member may orally object or otherwise offer comments at the time of the Final Approval Hearing.

SUMMARY OF THE PROPOSED SETTLEMENT

Terms Of The Proposed Settlement

The parties reached a proposed settlement of the Lawsuit in the sum of \$184,000 (“Maximum Settlement Amount”), which is the maximum amount to be paid by Defendant. The attorneys for the Class (“Class Counsel”) will request the Court to award Attorneys’ Fees of up to thirty-three and 1/3 percent (33.33%) of the Maximum Settlement Amount (or \$61,272), and Litigation Costs and Expenses of up to \$10,000. The Parties have agreed that a payment of \$7,500 will be made from the Maximum Settlement Amount to the California Labor & Workforce Labor & Workforce Development Agency (“LWDA”) to settle the claim for penalties under PAGA (“PAGA Payment”). Plaintiff will request that the Court award an Enhancement Payment to Plaintiff Santibanez in the amount of \$5,000 and to Plaintiff Mazariegos in the amount of \$5,000. The Settlement Administration Costs are not to exceed \$5,000. The Net Settlement Amount means the Maximum Settlement Amount minus the Court-approved Attorneys’ Fees, Litigation Costs and Expenses, Enhancement Payments, Settlement Administration Costs, and PAGA Payment. The Net Settlement Amount will be distributed to Participating Class Members based on the formula set forth below in the section titled “How Much Can I Expect To Receive?”

How Much Can I Expect To Receive?

The entire Net Settlement Amount will be distributed to Participating Class Members on a *pro rata* basis through payments called Individual Settlement Payments. Defendant will provide the Settlement Administrator with the number of weeks during the Class Period each Class Member worked as an hourly-paid or non-exempt employee of Defendant in California (“Workweeks”) credited to each Class Member. The Settlement Administrator will then calculate the total number of Workweeks worked by all Class Members during the Class Period (“Total Workweeks”). To determine the estimated Individual Settlement Payment for each Class Member, the Settlement Administrator will (1) divide each Class Member’s Workweeks by the Total Workweeks and (2) multiply the resulting figure by the Net Settlement Amount.

The Individual Settlement Payment will be reduced by the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

You have been credited with «Total_Weeks» Workweeks and your estimated Individual Settlement Payment is «Est_Set_Amt».

How Can I Dispute The Number of Workweeks Allocated To Me?

If you believe the number of Workweeks credited to you above in the section titled “How Much Can I Expect To Receive?” is incorrect you can submit a dispute to the Settlement Administrator at the address listed below in the section titled “For More Information” under Settlement Administrator, postmarked on or before **March 26, 2022**. A valid dispute must be in writing and contain: (1) your full name, current address, and signature; (2) the case name and number (*Joaquin Santibanez v. Danchuk Manufacturing, Inc.*, Orange County Superior Court Case No. 30-2020-01155466-CU-OE-CXC); and (3) a clear statement that explains the basis for your dispute and any supporting documents showing that the number of Workweeks credited to you is inaccurate. Defendant’s records will be presumed determinative, absent credible evidence to the contrary. The enclosed workweek dispute form may be used for purposes of submitting a valid written dispute regarding the number of workweeks. Any unresolved disputes pertaining to the number of Workweeks will be resolved by the Court.

What Do I Give Up By Participating In The Settlement?

Those Class Members who do not submit timely and valid Requests for Exclusion to the Settlement Administrator (i.e. Participating Class Members), and their successors, assigns, and/or agents, upon the Effective Date and by operation of the Final Approval Order, shall fully and finally release and discharge Defendant and each of their past and present parent companies, subsidiaries, and affiliates, and their respective shareholders, members, partners, representatives, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, stockholders, fiduciaries, attorneys, auditors, consultants, and any past, present, or future officers (including directors and employees), and each of their predecessors, successors, heirs, and assigns, and any individual or entity which could be jointly liable with Defendant (collectively, the “Released Parties”), from the Released Claims.

For purposes of this Agreement, the Released Claims are 1) Failure to Pay Wages and Overtime Compensation; 2) Failure to Pay Minimum Wages; 3) Failure to Timely Pay Wages Due At Termination and/or Resignation; 4) Failure to Provide Accurate Itemized Employee Wage Statements; 5) Meal and Rest Period Liability under Labor Code § 226.7; 6) Business Expense Reimbursements under Labor Code Section 2800 and 2802; 7) Violation of Business & Professions Code § 17200, *et seq.*; 8) Penalties Pursuant to PAGA (Labor Code § 2698, *et seq.*) under Labor Code sections 203, 210, 226(e), 226.3, 226.7, 226.8, 510, 558, 1174.5, 1194 and 2802 (“PAGA Claims”); 9) Failure to Pay Vacation Wages; and 10) any other applicable provisions of state or federal law, including the applicable IWC wage orders, based on the facts alleged in the Litigation; (ii) attorneys’ fees due or allegedly due under Labor Code Section 218.5 or any other statute, regulation, or contractual provision; (iii) other claims that Named Plaintiffs or member of the Settlement Class has arising out of, based upon, or relating to the allegations contained in the Litigation; and (iv) penalties or other payments which in any way arise out of, or are based on any of the foregoing, including but not limited to penalties, premiums, or payments under Labor Code Sections 203, 210, 226(e), 226.3, 226.7, 226.8, 558, 1174.5, 2800, 2802, the federal Fair Labor Standards Act, any California Industrial Commission Wage Order, and/or any other statute or regulation regarding the payment of wages (hereinafter the “Settled Claims”). Without in any way limiting the foregoing, Settled Claims shall include all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action under statutes and regulations set forth in this Section VII(A), whether enforced directly or pursuant to Labor Code Section 2699, Business and Professions Code Section 17200, *et seq.*, or any other mechanism.

The Participating Class Members, agree, upon the Effective Date and by operation of the Final Approval Order, to release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind by each and all of the Participating Class Members (including participation to any extent in any class or collective action), to obtain a recovery against any of the Released Parties for the Released Claims. Class Members who endorse their settlement checks waive and release any claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”) arising during the Class Period and reasonably related to any or all of the aforementioned claims. This release excludes the release of claims not permitted by law.

The proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves this settlement, then even if you request exclusion from the settlement, you still will receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining class claims.

Final Approval Hearing

A hearing will be held in Department CX105 of the Orange County Superior Court located at 751 W. Santa Ana Blvd., Santa Ana, California 92701, on June 2, 2022 at 10:00a.m. to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Attorneys’ Fees and Litigation Costs and Expenses for Class Counsel, Enhancement Payment for Plaintiff, PAGA Payment, and Settlement Administration Costs. The Final Approval Hearing may be continued (moved to another date) without further notice to the Class Members. It is your responsibility to monitor the Court’s docket. It is not necessary for you to appear at this hearing.

How To Access Other Documents And Filings In The Lawsuit

This Notice is a summary of the basic terms of the Settlement. For the precise terms of this settlement, consult the "Settlement Agreement" which is attached to the Declaration of Armond Jackson in Support of Plaintiffs' Motion for Preliminary Approval as Exhibit 1, which is on file with the Court. The Settlement Agreement, the pleadings and other records regarding the Lawsuit may be examined at any time during regular business hours at the Orange County Superior Court Civil Complex Center located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. Such documents are also available online by going to the following website: <http://www.occourts.org/online-services/case-access/>. Please note, there may be fees for accessing documents online.

For More Information

Please do not contact the Court directly with questions. For more information, or if you have any questions, you may contact:

The Attorneys Representing the Parties

Attorneys for the Plaintiff (Class Counsel)

Armond Jackson
Jackson Law, APC
2 Venture Plaza, Ste. 240
Irvine, CA 92618
Phone: 949-281-6857
Fax: 949-777-6218

Attorneys for Defendant

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Sean T. Kingston, Esq.
Fisher & Phillips, LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Phone: 949-851-2424
Fax: 949-851-0152

The Claims Administrator is Phoenix Class Action Administration

The Claims Administrator can be contacted at:
Joaquin Santibanez v. Danchuk Manufacturing, Inc.,
Orange County Superior Court Case No. 30-2020-01155466-CU-OE-CXC
c/o **Phoenix Class Action Administration**
www.phoenixclassaction.com
Phone: 800-523-5773
notice@phoenixclassaction.com
P.O. Box 7208
Orange, CA 92863

AVISO DE ACUERDO DE DEMANDA COLECTIVA

«PSA_ID»

JOAQUIN SANTIBANEZ, ET AL. V. DANCHUK MANUFACTURING, INC. ET AL.
Corte Superior del Condado de Orange, No. de caso 30-2020-01155466-CU-OE-CXC

**Esto no es un anuncio publicitario.
Una corte estatal ha autorizado este Aviso.
Sus derechos pueden verse afectados por este Aviso.**

Para todos los empleados no exentos presentes y pasados contratados por el Demandado Danchuk Manufacturing, Inc. en California durante cualquier parte del Período de la Clase (se hace referencia a ellos, de forma individual, como “Miembros de la Clase” o colectivamente como la “Clase”).

PROPÓSITO DE ESTE AVISO

Un juez de la Corte Superior del Condado de Orange ha ordenado que le sea enviado el presente Aviso. El 7 de enero de 2022, la Corte aprobó preliminarmente el acuerdo alcanzado por los Demandantes Joaquin Santibanez y Jorge Mazariegos (“Demandantes”) en nombre propio y de cada uno de los Miembros de la Clase, y Danchuk Manufacturing, Inc. (“Demandado”) en la demanda de referencia pendiente actualmente en la Corte Superior del Estado de California para el Condado de Orange y designó preliminarmente a los Demandantes Joaquin Santibanez y Jorge Mazariegos como Representantes de la Clase.

Usted ha recibido el presente Aviso porque los registros del Demandado indican que trabajó como empleado no exento para el Demandado en California durante alguna parte del período comprendido entre el 17 de agosto de 2016 y el 14 de junio de 2021 (el “Período de la Clase”). El presente Aviso le informa de sus opciones en virtud de este acuerdo, que incluyen cómo participar en el acuerdo y recibir su parte de la suma del acuerdo, cómo excluirse del acuerdo, o cómo oponerse al acuerdo.

ANTECEDENTES DE LA DEMANDA

El 17 de agosto de 2020, el Sr. Santibanez y el Sr. Mazariegos interpusieron reclamos alegando violaciones por (1) salarios mínimos (Causa de Acción No. 1); (2) períodos de comida (Causa de Acción No. 2); (3) no pagar salarios a tiempo (Causa de Acción No. 3); (4) recepción ilegal de salarios (Causa de Acción No. 4); (5) no proporcionar estados salariales precisos (Causa de Acción No. 5); (6) no pagar a tiempo salarios tras la finalización del empleo (Causa de Acción No. 6); (7) reclamo por gastos profesionales innecesarios (Causa de Acción No. 7); y (8) prácticas comerciales ilegales (Causa de Acción No. 8).

El 20 de noviembre de 2020, el Sr. Santibanez y el Sr. Mazariegos interpusieron una primera demanda enmendada que contenía reclamos alegando violaciones por (1) salarios mínimos (Causa de Acción No. 1); (2) períodos de comida (Causa de Acción No. 2); (3) no pagar salarios a tiempo (Causa de Acción No. 3); (4) recepción ilegal de salarios (Causa de Acción No. 4); (5) no proporcionar estados salariales precisos (Causa de Acción No. 5); (6) no pagar a tiempo salarios tras la finalización del empleo (Causa de Acción No. 6); (7) reclamo por gastos profesionales innecesarios (Causa de Acción No. 7); y (8) prácticas comerciales ilegales (Causa de Acción No. 8); y violación de la Ley General de Abogados Privados (*Private Attorney General Act*) de California (Causa de Acción No. 9).

El 16 de septiembre de 2021, el Sr. Santibanez y el Sr. Mazariegos interpusieron una segunda demanda enmendada que contenía reclamos alegando violaciones por (1) salarios mínimos (Causa de Acción No. 1); (2) períodos de comida (Causa de Acción No. 2); (3) no pagar salarios a tiempo (Causa de Acción No. 3); (4) recepción ilegal de salarios (Causa de Acción No. 4); (5) no proporcionar estados salariales precisos (Causa de Acción No. 5); (6) no pagar a tiempo salarios tras la finalización del empleo (Causa de Acción No. 6); (7) reclamo por gastos profesionales innecesarios (Causa de Acción No. 7); y (8) prácticas comerciales ilegales (Causa de Acción No. 8); violación de la Ley General de Abogados Privados (*Private Attorney General Act*) de California (Causa de Acción No. 9); y (2) períodos de descanso (Causa de Acción No. 10).

El Demandado niega todas y cada una de las alegaciones contenidas en la Demanda, niega cualquier responsabilidad o conducta indebida de cualquier tipo, y considera que ha tratado, y continúa tratando, a sus empleados de forma justa y cumpliendo con la legislación vigente.

SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE

Si usted es un Miembro de la Clase tal y como se define más arriba, tiene tres opciones en virtud del acuerdo. Cada opción tiene sus propias consecuencias. Debería leer y entender cada opción antes de tomar una decisión.

Primera opción: Participar como Miembro de la Clase

Los Miembros de la Clase no tienen que enviar un formulario de reclamo para recibir un pago del acuerdo. Si quiere participar en el acuerdo y recibir su parte de la suma del acuerdo, no necesita hacer nada y no debe enviar por correo una Solicitud de Exclusión tal y como se detalla en la Segunda Opción más abajo. Se hace referencia a los Miembros de la Clase que no hayan solicitado la exclusión del acuerdo enviando una Solicitud de Exclusión válida y a tiempo como Miembros Participantes de la Clase. En la Sección titulada “¿Cuánto puedo esperar recibir?” más abajo se indica la suma aproximada que recibirá y una descripción de cómo se ha calculado dicha suma. Si elige esta opción, quedará obligado por los términos de este acuerdo y descargará a las Partes Liberadas respecto a los Reclamos Descargados que se indican más abajo en la Sección titulada “¿A qué renuncio por participar en el Acuerdo?”

Segunda opción: Puede excluirse del Acuerdo

Si no desea participar en el acuerdo ni quedar obligado por sus términos, debe completar y enviar el Formulario de Exclusión adjunto al presente a Phoenix Class Action Administration (el “Administrador del Acuerdo”) a la dirección abajo indicada en la Sección titulada “Para más información” por correo matasellado no más tarde del **26 de marzo de 2022**. Si solicita ser excluido del acuerdo, no será un Miembro Participante de la Clase, no recibirá dinero del acuerdo y no se considerará que ha descargado los Reclamos Descargados. Al excluirse del acuerdo, mantendrá los Reclamos Descargados y será libre de hacer valer su propia causa corriendo con los gastos que se deriven, si así lo decide.

Toda Solicitud de Exclusión válida debe efectuarse por escrito y contener: (1) el nombre completo, dirección actual, cuatro últimos dígitos del número del Seguro Social y firma del Miembro de la Clase; (2) el nombre y el número de caso (*Joaquin Santibanez v. Danchuk Manufacturing, Inc.*, Corte Superior del Condado de Orange, No. de caso 30-2020-01155466-CU-OE-CXC); (3) una declaración clara indicando que el Miembro de la Clase desea ser excluido del acuerdo; y (4) la firma del Miembro de la Clase y fecha de la firma.

Tercera opción: Puede oponerse al Acuerdo

Si es un Miembro de la Clase, y no solicita la exclusión del acuerdo, puede oponerse al acuerdo antes de la aprobación final por parte de la Corte. Sin embargo, si la Corte rechaza su objeción, usted seguirá estando obligado por los términos del acuerdo, incluyendo el descargo, a menos que haya presentado una Solicitud de Exclusión válida y a tiempo.

Para enviar una objeción escrita al acuerdo, puede enviar su objeción al Administrador del Acuerdo a la dirección indicada más abajo en la Sección titulada “Para más información” bajo Administrador del Acuerdo, por correo matasellado no más tarde del **26 de marzo de 2022**. Las objeciones válidas deben efectuarse por escrito y contener: (1) el nombre completo, dirección actual, cuatro últimos dígitos del número del Seguro Social y firma del objetor; (2) el nombre y el número de caso (*Joaquin Santibanez v. Danchuk Manufacturing, Inc.*, Corte Superior del Condado de Orange, No. de caso 30-2020-01155466-CU-OE-CXC); (3) las razones objetivas y legales, con documentación acreditativa, caso de haberla, que fundamenten la objeción; (4) si el objetor está representado por un abogado y la información de contacto de dicho abogado; y (5) si el objetor tiene previsto comparecer en la Audiencia de Aprobación Final.

Usted también puede acudir a la Audiencia de Aprobación Final y oponerse en la audiencia incluso si no envía una objeción escrita. Además de las opciones arriba mencionadas, los Miembros de la Clase pueden oponerse verbalmente u ofrecer comentarios de otra manera en el momento de la Audiencia de Aprobación Final.

RESUMEN DEL ACUERDO PROPUESTO

Términos del Acuerdo Propuesto

Las partes han alcanzado un acuerdo propuesto respecto a la Demanda por la suma de \$184,000 (“Suma Máxima del Acuerdo”), que es la suma máxima a ser pagada por el Demandado. Los abogados de la Clase (“Abogados de la Clase”) solicitarán a la Corte una asignación de Honorarios de Abogados por una suma de hasta el treinta y tres y 1/3 por ciento (33.33%) de la Suma Máxima del Acuerdo (o \$61,272), y Costos y Gastos del Litigio por una suma de hasta \$10,000. Las Partes han acordado que se efectúe un pago de \$7,500 de la Suma Máxima del Acuerdo a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral de California (“LWDA” por sus siglas en inglés) para resolver el reclamo por sanciones en virtud de PAGA (“Pago de PAGA”). El Demandante solicitará que la Corte conceda el pago de Asignaciones Adicionales para el Demandante Santibanez por una suma de \$5,000 y el Demandante Mazariegos por una suma de \$5,000. Los Gastos de Administración del Acuerdo no excederán la suma de \$5,000. Suma Neta del Acuerdo significa la Suma Máxima del Acuerdo menos los Honorarios de Abogados, Costos y Gastos del Litigio, Pagos de Asignaciones Adicionales, Gastos de Administración del Acuerdo y Pago de PAGA aprobados por la Corte. La Suma Neta del Acuerdo será distribuida entre los Miembros Participantes de la Clase sobre la base de la fórmula abajo estipulada en la Sección titulada “¿Cuánto puedo esperar recibir?”

¿Cuánto puedo esperar recibir?

La Suma Neta del Acuerdo íntegra será distribuida entre los Miembros Participantes de la Clase de forma *prorrata* mediante pagos denominados Pagos Individuales del Acuerdo. El Demandado proporcionará al Administrador del Acuerdo el número de semanas durante el Período de la Clase que cada Miembro de la Clase trabajó como empleado no exento o remunerado por hora del Demandado en California (“Semanas Laborales”) que le sea acreditado a cada Miembro de la Clase. El Administrador del Acuerdo calculará posteriormente el número total de Semanas Laborales trabajadas por todos los Miembros de la Clase durante el Período de la Clase (“Semanas Laborales Totales”). Para determinar el Pago Individual Estimado del Acuerdo para cada Miembro de la Clase, el Administrador del Acuerdo (1) dividirá las Semanas Laborales de cada Miembro de la Clase por las Semanas Laborales Totales y (2) multiplicará la cifra resultante por la Suma Neta del Acuerdo.

El Pago Individual del Acuerdo se verá reducido por la parte de impuestos y retenciones salariales del empleado con respecto a la parte salarial del Pago Individual del Acuerdo.

A usted se le han acreditado «Total_Weeks» Semanas Laborales y su Pago Individual Estimado del Acuerdo asciende a «Est_Set_Amt».

¿Cómo puedo disputar el número de Semanas Laborales que me ha sido asignado?

Si considera que el número de Semanas Laborales que le ha sido acreditado más arriba en la Sección titulada “¿Cuánto puedo esperar recibir?” no es correcto, puede enviar una disputa al Administrador del Acuerdo a la dirección abajo indicada en la Sección titulada “Para más información” bajo Administrador del Acuerdo, por correo matasellado no más tarde del **26 de marzo de 2022**. Las disputas válidas deben efectuarse por escrito y contener: (1) su nombre completo, dirección actual y firma; (2) el nombre y el número de caso (*Joaquín Santibanez v. Danchuk Manufacturing, Inc.*, Corte Superior del Condado de Orange, No. de caso 30-2020-01155466-CU-OE-CXC); y (3) una declaración clara que explique los motivos de su disputa y cualesquiera documentos acreditativos que demuestren que el número de Semanas Laborales que le ha sido acreditado es incorrecto. Se presumirá que los registros del Demandado son determinantes, en ausencia de pruebas creíbles en contra. Puede utilizar el formulario adjunto de disputa de semanas laborales para enviar una disputa escrita válida en relación con el número de semanas laborales. Cualesquiera disputas no resueltas en relación con el número de Semanas Laborales serán resueltas por la Corte.

¿A qué renuncio por participar en el Acuerdo?

Aquellos Miembros de la Clase que no envíen Solicitudes de Exclusión válidas y a tiempo al Administrador del Acuerdo (es decir, Miembros Participantes de la Clase), y sus sucesores, cesionarios y/o agentes, a partir de la Fecha de Efecto y por virtud de la Orden de Aprobación Final, liberarán y descargarán de forma completa y final al Demandado y a cada una de sus compañías, subsidiarias y afiliadas pasadas y presentes, y a sus respectivos accionistas, miembros, socios, representantes, agentes (incluyendo, sin limitación, cualesquiera banqueros de inversión, contadores, aseguradoras, reaseguradoras, accionistas, fiduciarios, abogados, auditores, consultores, y cualesquiera ejecutivos pasados, presentes o futuros (incluyendo consejeros y empleados) y cada uno de sus predecesores, sucesores, herederos y cesionarios, y cualquier persona o entidad que pudiera ser responsable de forma solidaria con el Demandado (de forma colectiva, las “Partes Liberadas”), respecto a los Reclamos Descargados.

A los efectos del presente Acuerdo, los Reclamos Descargados son 1) no pagar salarios y remuneración por horas extra; 2) no pagar salarios mínimos; 3) no pagar a tiempo los salarios debidos a la finalización del empleo y/o renuncia; 4) no proporcionar estados salariales detallados precisos; 5) responsabilidad por períodos de comida y descanso en virtud del Código de Trabajo, § 226.7; 6) reembolso de gastos profesionales en virtud del Código de Trabajo, Secciones 2800 y 2802; 7) violación del Código de Negocios y Profesiones, § 17200, *et seq.*; 8) sanciones en virtud de PAGA (Código de Trabajo, § 2698, *et seq.*) bajo el Código de Trabajo, Secciones 203, 210, 226(e), 226.3, 226.7, 226.8, 510, 558, 1174.5, 1194 y 2802 (“Reclamos en virtud de PAGA”); 9) no pagar salarios por vacaciones; y 10) cualesquiera otras disposiciones aplicables de la legislación estatal o federal, incluyendo las órdenes salariales aplicables de la IWC sobre la base de los hechos alegados en el Litigio; (ii) honorarios de abogados debidos o presuntamente debidos en virtud del Código de Trabajo, Sección 218.5 o cualquier otra ley, regulación o disposición contractual; (iii) otros reclamos que los Demandantes Nombrados o miembros de la Clase del Acuerdo tengan relacionados con las alegaciones contenidas en el Litigio; y (iv) sanciones u otros pagos que puedan basarse de cualquier manera en lo anteriormente estipulado, incluyendo, sin limitación, sanciones, primas o pagos en virtud del Código de Trabajo, Secciones 203, 210, 226(e), 226.3, 226.7, 226.8, 558, 1174.5, 2800, 2802, la Ley Federal de Estándares Laborales Justos (*Fair Labor Standards Act*), cualquier Orden Salarial de la Comisión Industrial de California, y/o cualquier otra ley o regulación en relación con el pago de salarios (en adelante, los “Reclamos Resueltos”). Sin limitar en forma alguna lo anterior, los Reclamos Resueltos incluirán todos los reclamos, obligaciones, derechos, demandas, causas, obligaciones, derechos de retención, daños, pérdidas, costos, gastos, deudas, acciones y causas de acción en virtud de leyes y regulaciones que se estipulan en la presente Sección VII(A), independientemente de que se hagan valer directamente en virtud del Código de Trabajo, Sección 2699, Código de Negocios y Profesiones, Sección 17200, *et seq.*, o cualquier otro mecanismo.

Los Miembros Participantes de la Clase, acuerdan, a partir de la Fecha de Efecto y en virtud de la Orden de Aprobación Final, descargar cualquier intento adicional, mediante demanda, reclamo o acción administrativos, arbitraje u otra acción de cualquier tipo por cualesquiera Miembros Participantes de la Clase (incluyendo la participación de cualquier manera en cualquier demanda colectiva), dirigido a obtener un recobro contra cualquiera de las Partes Liberadas por los Reclamos Descargados. Los Miembros de la Clase que endosen sus cheques del acuerdo renuncian y descargan cualesquiera reclamos en virtud de la Ley de Estándares Laborales Justos, Título 29, Cód. EE.UU., § 201 *et seq.* (“FLSA”) surgidos durante el Período de la Clase y que estén relacionados de forma razonable con cualquiera de los reclamos arriba mencionados. Este descargo excluye el descargo de reclamos no permitido por ley.

El acuerdo propuesto incluye los reclamos del acuerdo por sanciones civiles en virtud de PAGA. Los empleados no pueden solicitar la exclusión del acuerdo de un reclamo de PAGA. En consecuencia, si la corte aprueba el presente acuerdo, incluso si usted solicita la exclusión del acuerdo, seguirá recibiendo una parte individual del acuerdo por los reclamos en virtud de PAGA y se considerará que ha descargado los reclamos en virtud de PAGA. La Solicitud de Exclusión preservará su derecho a hacer valer individualmente únicamente los reclamos restantes de la clase.

Audiencia de Aprobación Final

Se celebrará una audiencia en el Departamento CX105 de la Corte Superior del Condado de Orange, ubicada en 751 W. Santa Ana Blvd, Santa Ana, California 92701 el 2 de junio de 2022, a las 10:00 a.m., para determinar si el acuerdo debería ser aprobado finalmente como justo, razonable y adecuado. Se pedirá asimismo a la Corte que apruebe los Honorarios de Abogados y Costos y Gastos del Litigio para los Abogados de la Clase, Asignación Adicional para el Demandante, Pago de PAGA, y Gastos de Administración del Acuerdo. La Audiencia de Aprobación Final puede ser aplazada (pospuesta a una fecha diferente) sin previo aviso a los Miembros de la Clase. Usted es responsable de monitorear el expediente de la Corte. No es necesario que usted comparezca en esta audiencia.

Cómo acceder a otros documentos y registros en la Demanda

Este aviso proporciona un resumen de los términos básicos del Acuerdo. Si desea conocer los términos precisos de este acuerdo, consulte el “Acuerdo de Liquidación”, que se adjunta a la Declaración de Armond Jackson en Apoyo de la Petición de Aprobación Preliminar de los Demandantes como Anexo 1, y que se encuentra en el expediente de la Corte. El Acuerdo de Liquidación, los alegatos y otros registros relacionados con la Demanda pueden ser examinados en cualquier momento durante el horario regular de trabajo en la Corte Superior del Condado de Orange, Centro del Complejo Civil, ubicada en 751 W. Santa Ana Blvd., Santa Ana, California 92701. Dichos documentos se encuentran asimismo disponibles *online* yendo al siguiente sitio web: <http://www.occourts.org/online-services/case-access/>. Por favor tome en cuenta que puede que apliquen cargos por acceder a los documentos *online*.

Para más información

Por favor no contacte a la Corte directamente con preguntas. Para más información, o si tiene alguna pregunta, puede contactar con:

Los abogados que representan a las Partes

Abogados del Demandante (Abogados de la Clase)

Armond Jackson
Jackson Law, APC
2 Venture Plaza, Ste. 240
Irvine, CA 92618
Teléfono: 949-281-6857
Fax: 949-777-6218

Abogados del Demandado

Christopher J. Boman, Esq.
Boris Sorsher, Esq.
Sean T. Kingston, Esq.
Fisher & Phillips, LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Teléfono: 949-851-2424
Fax: 949-851-0152

El Administrador de Reclamos es Phoenix Class Action Administration

Puede contactar con el Administrador de Reclamos en:
Joaquin Santibanez v. Danchuk Manufacturing, Inc.,
Corte Superior del Condado de Orange, No. de caso 30-2020-01155466-CU-OE-CXC
c/o **Phoenix Class Action Administration**
www.phoenixclassaction.com
Teléfono: 800-523-5773
notice@phoenixclassaction.com
P.O. Box 7208
Orange, CA 92863

JOAQUIN SANTIBANEZ, ET AL. V. DANCHUK MANUFACTURING, INC. ET AL.

Orange County Superior Court, Case No. 30-2020-01155466-CU-OE-CXC

WORKWEEK DISPUTE FORM

If you believe the number of Workweeks credited to you above in the Class Notice is incorrect, please submit this form to the Settlement Administrator at the address listed below, postmarked on or before **March 26, 2022**. A valid dispute form must be in writing and contain: (1) your full name, current address, last four digits of your social security number, and signature; (2) the case name and number (*Joaquin Santibanez v. Danchuk Manufacturing, Inc.*, Orange County Superior Court Case No. 30- 2020-01155466-CU-OE-CXC); and (3) a clear statement that explains the basis for your dispute and any supporting documents showing that the number of Workweeks credited to you is inaccurate. Danchuk Manufacturing Inc.'s records will be presumed determinative, absent credible evidence to the contrary.

STATEMENT EXPLAINING BASIS OF DISPUTE

DATED: _____ (Signature)

(Address) (Type or Print Name)

(City, State, Zip) (Last Four of Social Security Number)

The Claims Administrator is Phoenix Class Action Administration

The Claims Administrator can be contacted at:

Joaquin Santibanez v. Danchuk Manufacturing, Inc.,
Orange County Superior Court
Case No. 30-2020-01155466-CU-OE-CXC
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, California 92863
www.phoenixclassaction.com
Phone: (800) 523-5773

JOAQUIN SANTIBANEZ, ET AL. V. DANCHUK MANUFACTURING, INC. ET AL.

Corte Superior del Condado de Orange, No. de caso 30-2020-01155466-CU-OE-CXC

FORMULARIO DE DISPUTA DE SEMANAS LABORALES

Si usted cree que el número de Semanas Laborales que le ha sido acreditado más arriba en el Aviso a la Clase es incorrecto, por favor envíe el presente formulario al Administrador del Acuerdo a la dirección arriba indicada, por correo matasellado no más tarde del **26 de marzo de 2022**. Los formularios de disputa válidos deben efectuarse por escrito y deben contener: (1) su nombre completo, dirección actual, los cuatro últimos dígitos de su número del seguro social, y firma; (2) el nombre y el número de caso (*Joaquin Santibanez v. Danchuk Manufacturing, Inc.*, Corte Superior del Condado de Orange, No. de caso 30- 2020-01155466-CU-OE-CXC); y (3) una declaración clara que explique los motivos de su disputa y cualesquiera documentos acreditativos que demuestren que el número de Semanas Laborales que le ha sido acreditado es incorrecto. Se presumirá que los registros de Danchuk Manufacturing Inc. son determinantes, en ausencia de pruebas creíbles en contra.

DECLARACIÓN EXPLICATIVA DE LOS MOTIVOS DE LA DISPUTA

FECHADO: _____

(Firma)

(Dirección)

(Escribir nombre a máquina o en letra de imprenta/molde)

(Ciudad, Estado, Código Postal)

(Cuatro últimos dígitos del Número del Seguro Social)

El Administrador de Reclamos es Phoenix Class Action Administration

Puede contactar con el Administrador de Reclamos en:

Joaquin Santibanez v. Danchuk Manufacturing, Inc.,
Corte Superior del Condado de Orange
No. de caso 30-2020-01155466-CU-OE-CXC
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, California 92863
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JOAQUIN SANTIBANEZ, ET AL. V. DANCHUK MANUFACTURING, INC. ET AL.

Orange County Superior Court, Case No. 30-2020-01155466-CU-OE-CXC

EXCLUSION FORM

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE **MARCH 26, 2022.**

Joaquin Santibanez v. Danchuk Manufacturing, Inc.,
Orange County Superior Court
Case No. 30-2020-01155466-CU-OE-CXC
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

IT IS MY DECISION TO BE EXCLUDED FROM THE CLASS AND NOT TO RECEIVE ANY MONEY UNDER THE SETTLEMENT.

I confirm that I was employed by and performed work for Danchuk Manufacturing, Inc. (“DMI”) as an hourly non-exempt employee for some period of time between August 17, 2016 to June 14, 2021. I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the class, and I have decided not to participate in the proposed Settlement. I understand that by submitting this Exclusion Form, I will be forever barred from receiving any money under the Settlement, and will not be bound by the Settlement.

DATED: _____
(Signature)

(Address) (Type or Print Name)

(City, State, Zip) (Last Four of Social Security Number)

JOAQUIN SANTIBANEZ, ET AL. V. DANCHUK MANUFACTURING, INC. ET AL.
Corte Superior del Condado de Orange, No. de caso 30-2020-01155466-CU-OE-CXC

FORMULARIO DE EXCLUSIÓN

SI USTED NO DESEA PARTICIPAR EN EL ACUERDO, DEBE LLENAR Y FIRMAR ESTE FORMULARIO DE FORMA PRECISA Y EN SU TOTALIDAD, Y LUEGO DEBE ENVIAR ESTE FORMULARIO POR CORREO DE PRIMERA CLASE DE LOS EE.UU. A LA DIRECCIÓN ABAJO INDICADA DE MANERA QUE ESTÉ MATASELLADO NO MÁS TARDE DEL **26 DE MARZO DE 2022.**

Joaquin Santibanez v. Danchuk Manufacturing, Inc.,
Corte Superior del Condado de Orange
No. de caso 30-2020-01155466-CU-OE-CXC
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

HE DECIDIDO SER EXCLUIDO DE LA CLASE Y NO RECIBIR NINGÚN DINERO BAJO EL ACUERDO.

Confirmando que estuve empleado y realicé trabajos para Danchuk Manufacturing, Inc. (“DMI”) como empleado no exento remunerado por hora por algún período de tiempo entre el 17 de agosto de 2016 y el 14 de junio de 2021. Confirmando que he recibido el aviso del acuerdo propuesto en esta demanda. He decidido ser excluido de la clase, y he decidido no participar en el Acuerdo propuesto. Entiendo que al enviar este Formulario de Exclusión, se me prohibirá recibir cualquier suma monetaria bajo el Acuerdo, y no estaré obligado por los términos del Acuerdo.

FECHADO: _____

(Firma)

(Dirección)

(Escribir nombre a máquina o en letra de imprenta/molde)

(Ciudad, Estado, Código Postal)

(Cuatro últimos dígitos del Número del Seguro Social)

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	104
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	103
Subtotal Admin Only	\$5,587.22

INVOICE

\$5,000.00

For 104 Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

May 5, 2022

Case: Mazariegos v. Danchuk Manufacturing Opt-Out Administration wLanguage INVOICE

Phoenix Contact: Jodey Lawrence

Contact Number: 800-523-5773

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Armond M. Jackson, Esq.

Firm: JACKSON APC

Contact Number: 949.281.6857

Email: ajackson@jacksonapc.com

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$105.00	2	\$210.00
Programming Database & Setup	\$105.00	2	\$210.00
Toll Free Setup*	\$99.55	1	\$99.55
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$100.00	1	\$100.00
Total			\$651.55

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.25	104	\$26.00
Notice Packet & Opt-Out Form	\$1.00	104	\$104.00
Estimated Postage (up to 2 oz.)*	\$0.71	104	\$73.84
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$1,603.84

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

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	\$2.50	5	\$12.50
Remail Notice Packets	\$1.00	5	\$5.00
Estimated Postage	\$0.71	5	\$3.55
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$341.05

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	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	1	\$10.00
Case Manager	\$75.00	2	\$150.00
Total			\$470.00

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$75.00	2	\$150.00
Disbursement Review	\$75.00	2	\$150.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$100.00	1	\$100.00
Check Run Setup & Printing	\$100.00	1	\$100.00
Mail Class Checks *	\$1.75	103	\$180.18
Estimated Postage	\$0.58	103	\$59.72
Total			\$834.90

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



PHOENIX

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	1	\$100.00
Remail Undeliverable Checks (Postage Included)	\$1.50	21	\$30.89
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	1	\$85.00
Final Reporting & Declarations	\$120.00	2	\$240.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$650.00	1	\$650.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office Estimated 7 Total Class Members	\$100.00	1	\$100.00
Total			\$1,685.89
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.			
Estimate Total:			\$5,587.22



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.