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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

RODOLFO TELLEZ, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

SUN VALLEY RAISINS, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. VCU284414

[Assigned to Hon. Nathan Ide]

**DECLARATION OF KEVIN LEE WITH
RESPECT TO NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: March 13, 2023

Time: 8:30 a.m.

Department: 2

Complaint Filed: September 23, 2020

1 **DECLARATION OF KEVIN LEE**

2 I, Kevin Lee, declare as follows:

3 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-
4 appointed Class Action Settlement Administrator for *Rodolfo Tellez v. Sun Valley Raisins, Inc.* (the
5 “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and
6 would testify competently to such facts.

7 2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class
8 administration duties in this Action. Pursuant to the Joint Stipulation of Class Action and PAGA
9 Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i)
10 preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to
11 inquiries from Class Members; (iii) calculating the total number of pay periods each Class Member
12 worked during the period from September 23, 2019 to September 12, 2022 (“Class Period”) and the
13 number of pay periods that each Aggrieved Employee worked during the time period from September 23,
14 2019 to September 12, 2022 (“PAGA Period”); (iv) determining the validity of letters indicating a request
15 to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class
16 Settlement (“Objections”), and/or dispute regarding the number of Pay Periods submitted by Class
17 Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class
18 Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to
19 Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the
20 payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payment to Plaintiff, and the
21 employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set
22 forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

23 3. On September 27, 2022, Phoenix received a data file from Defense Counsel that contained
24 names, last known mailing addresses, Social Security numbers, and pay periods for each Class Member
25 (“Class List”) during the Class Period. The final mailing list contained fifty-four (54) individuals identified
26 as Class Members.

27 4. On October 3, 2022, Phoenix conducted a National Change of Address (“NCOA”) search
28 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.

5. On October 3, 2022, Phoenix mailed the Notice via U.S. first class mail to all fifty-four (54) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A.**

6. As of the date of this declaration, five (5) Notices have been returned to Phoenix. None were returned with a forwarding address. For the five (5) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the five (5) Notices that were skip traced, four (4) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, three (3) Notices remain undeliverable, specifically, one (1) is undeliverable since an updated address could not be obtained via skip trace, while two (2) are undeliverable since they were returned by the Post Office after a second mailing.

8. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was December 2, 2022.

9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was December 2, 2022.

10. As of the date of this declaration, Phoenix has received zero (0) Pay Period disputes from Class Members. The deadline for submitting a dispute was December 2, 2022.

11. There are fifty-four (54) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members were issued a collective total of one thousand sixteen (1,016) wage statements during the Class Period. Each Pay Period is valued at approximately \$35.77.

12. The Net Settlement Amount of \$36,337.64 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$30,703.33), and Class Counsel costs (\$5,909.03), requested Enhancement Payment to Plaintiff Rodolfo Tellez (\$5,000.00), the PAGA

1 Amount (\$10,160.00), and the requested Settlement Administration Costs (\$4,000.00) from the Gross
2 Settlement Amount (\$92,110.00).

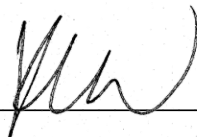
3 13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement
4 Share to be paid is approximately \$965.67, the lowest Individual Settlement Share to be paid is
5 approximately \$35.77, while the average Individual Settlement Share to be paid is approximately \$672.92.
6 Settlement Class Members will be issued payment of their Individual Settlement Shares subject to
7 reduction for the employee's share of taxes and withholdings with respect to the wages portion of the
8 Individual Settlement Share (the net payment is their "Individual Settlement Payment").

9 14. Additionally, \$10,160.00 of the Gross Settlement Amount has been allocated toward
10 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$7,620.00, shall
11 be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$2,540.00, of which
12 shall be paid to all current and former hourly non-exempt individuals who are or were employed by
13 Defendant during the PAGA Period. There are fifty-four (54) Aggrieved Employees who worked a total
14 of one thousand sixteen (1,016) Pay Periods during the PAGA Period. The highest Individual PAGA
15 Payment to be paid is approximately \$67.50, and the average Individual PAGA Payment to be paid is
16 approximately \$47.04.

17 15. Phoenix's costs associated with the administration of this matter are \$4,000.00. This
18 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
19 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

23 Executed this 15th day of February 2023, at Orange, California.

24
25 
26 _____

27 KEVIN LEE
28

Exhibit A

This notice is being sent pursuant to court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

Rodolfo Tellez v. Sun Valley Raisins, Inc.,

Superior Court of the State of California for the County of Tulare Case No. VCU284414

If you were employed by Sun Valley Raisins, Inc. in California and furnished wage statements showing “SVR” instead of Sun Valley Raisins, Inc. at any time from September 23, 2019, through July 14, 2022, you could receive a payment from a class action settlement (hereinafter, “Settlement”).

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Tulare (the “Court”) has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and representative action under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) filed by Plaintiff, Rodolfo Tellez, against Defendant, Sun Valley Raisins, Inc., which has been designated Case No. VCU284414 (the “Action”).

- The Action alleges Defendant fails to provide lawful wage statements to employees. Specifically, it alleges Defendant’s wage statements fail to show the name and address of the legal entity that was the employer. On that basis, the Action pursues class action and PAGA claims.
- Defendant denies Plaintiff’s allegations and maintains it has fully complied with the law. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the class action settlement, it would provide cash payments to Class Members, based on the number of relevant wage statements that they received from September 23, 2019, through July 14, 2022 (the “Class Period” or “PAGA Period”).
- Based on Defendant’s records, you received «PAGA_Pay_Periods» relevant wage statements, and an *estimate* of the amount that could be allocated to you is «Est_Set_Amt». Whether you receive a payment depends on whether the Court grants final approval of the class action settlement and approves the PAGA settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you have opted out of the class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing and the Court grants final approval of the class action settlement, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the Settlement.
OPT OUT	You may opt out of the class action settlement by submitting a Request for Exclusion. If you opt out, you may not object to the class action settlement, will not be eligible to receive an Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.
OBJECT	You may object to the class action settlement by submitting a written objection. If you object and the Court grants final approval of the class action settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the settlement.

If the Court approves the PAGA settlement, you will receive an Individual PAGA Payment and will be bound by the PAGA release provisions of the Settlement, regardless of whether you opt out of or object to the class action settlement.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT
AS TO THE MERITS OF THE CLAIMS.**

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendant’s records show that you were employed by Defendant in California and furnished wage statements showing “SVR” instead of Sun Valley Raisins, Inc. at any time from September 23, 2019, through July 14, 2022 (“Class Member” or “Aggrieved Employee”). As a Class Member, you may be entitled to share in the funds to be made available for the class action settlement. As an Aggrieved Employee, you may be entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement preliminarily approved by the Court would affect Settlement Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court finally approves the Settlement, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminary approved Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. as Class Counsel. Based on their investigation and evaluation, they are of the opinion that the terms of Settlement are fair, reasonable, adequate, and in the best interests of Class Members. The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action Settlement (“Agreement”). You may obtain a copy of the Agreement from Phoenix Settlement Administrators, a neutral third-party appointed by the Court to administer the settlement (the “Administrator”).

2. What Is the Action About?

On September 8, 2020, Plaintiff sent notice to the State of California Labor & Workforce Development Agency (“LWDA”) and Defendant regarding violations of the Labor Code resulting from Defendant’s alleged failure to issue wage statements that accurately showed the name and address of the legal entity that was the employer.

On September 23, 2020, Plaintiff, on behalf of himself and all others similarly situated filed a complaint in the Superior Court of the State of California for the County of Tulare. The complaint alleges violation of Labor Code section 226(a) for failure to provide lawful wage statements.

Defendant denied and continues to deny (i) all of the allegations made by Plaintiff, (ii) that it violated any applicable laws, or (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of \$92,110.00, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Award, LWDA Payment, and Individual Class Payments & Individual PAGA Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (e.g., printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) a Class Representative Award to Plaintiff both for his efforts in prosecuting the Action for Class Members and for Plaintiff’s additional general release of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund will be allocated to the LWDA as an LWDA Payment. The remainder of the PAGA Penalty Fund will be allocated entirely to Aggrieved Employees as Individual PAGA Payments, based on the formula described below.

Individual Class Payments and Individual PAGA Payments: Individual Class Payments shall be distributed to Settlement Class Members and Individual PAGA Payments shall be distributed to Aggrieved Employees, respectively, without the need to submit a claim form. Allocations for amounts payable to Settlement Class Members and Aggrieved Employees will be based on the number of relevant wage statements they received as reflected in Defendant’s records.

Funds from the PAGA Penalty Fund shall be distributed to Aggrieved Employees as Individual PAGA Payments and proportionally allocated among Aggrieved Employees based on the number of relevant wage statements during the PAGA Period for each Aggrieved Employee.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773

All payments to Class Members shall be classified for tax reporting purposes as penalties. Through this settlement, each Settlement Class Member and Aggrieved Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Class Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member or Aggrieved Employee.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$30,703.33) and (b) litigation costs.

Class Representative Award: Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiff's Individual Class Payment and Individual PAGA Payment. Class Counsel intends to request that the Court approve a Class Representative Award of \$10,000 for Plaintiff's efforts in prosecuting the Action for Class Members and for Plaintiff's additional general release of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to \$5,000, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the class action settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant and any of its parents or subsidiaries and any of their officers, directors, managing agents, and successors and assigns (a "Released Party") from any and all claims for violations of Labor Code section 226(a) during the Class Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action.

This means that, if you do not timely and formally exclude yourself from the class action settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Upon approval, all Aggrieved Employees, the State of California, and the California Labor & Workforce Development Agency fully release Defendant and each Released Party from any and all claims for civil penalties for violations of Labor Code section 226(a) during the PAGA Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action ("the Released PAGA Claims").

For the Released PAGA Claims, this means that you, irrespective of whether you opt out from the class action settlement, cannot sue, continue to sue, or be part of any other PAGA lawsuit against Defendant about the legal issues resolved by this Settlement.

5. How Do I Object to the Class Action Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Class Payment and Individual PAGA Payment if the Court grants final approval of the class action settlement and approves the PAGA settlement.

If you want to object to the class action settlement, you may appear at the final approval hearing to object to the class action settlement. Alternatively, you must take the steps below:

- (1) You must mail a written statement to the Administrator listed below.

- (2) The written statement must include: your name, address, last four digits of your Social Security number, and the basis for your objection.
- (3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (4) The written statement must be postmarked by December 2, 2022.

If you object, you will remain bound by the class action settlement if finally approved and bound by the PAGA settlement if approved. If you do not want to be bound by the class action settlement if finally approved, you must opt out of the class action settlement. Regardless of whether you object to the class action settlement, you will be bound by the PAGA settlement if approved.

6. How Do I Opt Out of the Class Action Settlement?

If you do not want to participate in the class action settlement, you may opt out of the class action settlement. If you opt out of the class action settlement, you may not object to the class action settlement, will not receive any Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.

In order to opt out, you **MUST** express your desire to be excluded from the class action settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion," include your name, current address, current telephone number, and last four digits of your social security number. Any such Request for Exclusion must be postmarked by December 2, 2022.

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

7. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

Administrator: Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773 Facsimile: (949) 209-2503 Email: notice@phoenixclassaction.com	Class Counsel: DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555
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PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THE SETTLEMENT

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	54
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	54
Subtotal Admin Only	\$5,311.95
TOTAL COSTS	\$4,000.00

February 15, 2023

Case: Tellez v. Sun Valley Raisins

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	5	\$10.80
NCOA (USPS)	\$0.15	54	\$8.10
Total			\$558.90

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	54	\$8.10
Notice Packet & Opt-Out Form	\$0.95	54	\$51.30
Postage (up to 1 oz.)	\$0.60	54	\$32.40
Total			\$406.80

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$1.00	5	\$5.00
Remail Notice Packets	\$0.95	5	\$4.75
Postage	\$0.60	5	\$3.00
Programing Undeliverables	\$50.00	0	\$0.00
Total			\$122.75

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	2	\$10.00
Case Manager	\$85.00	2	\$170.00
Total			\$745.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	2	\$200.00
Disbursement Review	\$100.00	2	\$200.00
Programming Manager	\$95.00	1	\$95.00
QSF Fees, Bank Account & EIN	\$75.00	2	\$150.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$1.00	54	\$54.00
Estimated Postage Checks, W2 and 1099	\$0.50	54	\$27.00
Total			\$926.00

* 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	10	\$15.00
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	5	\$7.50
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$900.00	1	\$900.00
Total			\$2,552.50

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

Total:			\$5,311.95
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