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16 YANNET JIMENEZ on behalf of herself and all similarly situated employees

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

YANNET JIMENEZ on behalf of herself and
all similarly situated employees,

v.

SAMBRAILO PACKAGING; and DOES 1
through 50, inclusive,

Defendants.

Case No. 20CV003281

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

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Yannet Jimenez v. Sambrailo Packaging* (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 to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (iv) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (v) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vi) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payments to both Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (vii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On July 25, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, Workweeks from June 10, 2016 to June 9, 2023 (“Class Period”), and Pay Periods from June 10, 2019 to June 9, 2023 (“PAGA Period”) for each Class Member (“Class List”) during the Class Period. The final mailing list contained one thousand two hundred thirty-five (1,235) individuals identified as Class Members.

4. On July 26, 2023, 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

1 database provides updated addresses for any individual who has moved in the previous four (4)
2 years and notified the U.S. Postal Service of their change of address.

3 5. On August 4, 2023, Phoenix mailed the Notice via U.S. first class mail, in English
4 and Spanish, to all one thousand two hundred thirty-five (1,235) Class Members on the Class List.
5 A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6 6. As of the date of this declaration, thirty-three (33) Notices have been returned to
7 Phoenix. None were returned with a forwarding address. For the thirty-three (33) Notices returned
8 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
9 address using TransUnion TLOxp, one of the most comprehensive address databases available for
10 skip tracing. Of the thirty-three (33) Notices that were skip traced, thirty-three (33) updated
11 addresses were obtained and the Notice was promptly re-mailed to those Class Members via first
12 class mail.

13 7. As of the date of this declaration, zero (0) Notices remain undeliverable.

14 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
15 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
16 September 18, 2023.

17 9. As of the date of this declaration, Phoenix has received zero (0) Notices of
18 Objection from Class Members. The deadline for objecting to the Class Settlement was
19 September 18, 2023.

20 10. As of the date of this declaration, Phoenix has received zero (0) Workweek
21 disputes from Class Members. The deadline for submitting a dispute was September 18, 2023.

22 11. There are one thousand two hundred thirty-five (1,235) Class Members who did
23 not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class
24 Members, representing 100% of the Class. Settlement Class Members have worked a collective
25 total of forty-six thousand one hundred eighty-eight (46,188) Workweeks during the Class Period.
26 Each Workweek is valued at approximately \$17.74.

27 12. The Escalator Clause of the Settlement Agreement indicates if the actual
28 Workweeks exceeds forty-six thousand two hundred (46,200), the Gross Settlement Amount shall

1 be increased proportionately, or the end date of the Class Period shall be modified. The total
2 number of Workweeks was forty-six thousand one hundred eighty-eight (46,188). Since the total
3 number of Class Members does not exceed 46,200, the Escalator Clause was not triggered.

4 13. The Net Settlement Amount of \$819,284.65 available to pay Settlement Class
5 Members was determined by subtracting the requested Class Counsel attorneys' fees
6 (\$490,000.00), and Class Counsel costs (\$21,715.35), requested Enhancement Payment to
7 Plaintiff Jimenez (\$5,000.00), the PAGA Amount (\$50,000.00), and the requested Settlement
8 Administration Costs (\$14,000.00) from the Gross Settlement Amount (\$1,400,000.00).

9 14. Based upon the calculations stipulated in the Settlement, the highest Individual
10 Settlement Share to be paid is approximately \$6,509.86, the lowest Individual Settlement Share to
11 be paid is approximately \$17.74, while the average Individual Settlement Share to be paid is
12 approximately \$663.39. Settlement Class Members will be issued payment of their Individual
13 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
14 respect to the wages portion of the Individual Settlement Share (the net payment is their
15 "Individual Settlement Payment").

16 15. Additionally, \$50,000.00 of the Gross Settlement Amount has been allocated
17 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
18 \$37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and
19 25%, or \$12,500.00, of which shall be paid to all current and former hourly non-exempt
20 individuals who are or were employed by Defendant during the PAGA Period. There are eight
21 hundred two (802) Aggrieved Employees who worked a total of fourteen thousand five hundred
22 eighty-nine (14,589) Pay Periods during the PAGA Period. The highest Individual PAGA
23 Payment to be paid is approximately \$90.82, and the average Individual PAGA Payment to be
24 paid is approximately \$15.59.

25 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
26 due separately and apart from the Gross Settlement Amount.

27 17. Phoenix's costs associated with the administration of this matter are \$14,000.00.
28 This includes all costs incurred to date, as well as estimated costs involved in completing the

1 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as

2 **Exhibit B.**

3
4 I declare under penalty of perjury of the laws of the State of California that the foregoing
5 is true and correct.

6 Executed this 10th day of October 2023, at Orange, California.

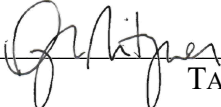
7
8  _____
9 TAYLOR MITZNER

Exhibit A

Yannet Jimenez v. Sambrailo Packaging
SETTLEMENT ADMINISTRATOR
PHOENIX SETTLEMENT ADMINISTRATORS
IMPORTANT LEGAL NOTICE

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

«First_Name» «Last_Name»
«Address_1»
«City», «State» «ZIP_Code»

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY
Yannet Jimenez v. Sambrailo Packaging
Case No. 20CV003281

NOTICE OF PENDENCY OF CLASS ACTION

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY «Est_Set_Amt» THROUGH THIS SETTLEMENT.

To: All current and former non-exempt employees of Defendant who worked for Defendant in California during the Class Period (June 10, 2016, through June 9, 2023)
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PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled “*Yannet Jimenez v. Sambrailo Packaging*” and assigned Case No. 20CV003281 (hereinafter referred to as the “Action”). Defendant Sambrailo Packaging (“Defendant”) has agreed to pay a total of \$1,400,000.00 (the “Gross Settlement Amount”) to settle all class claims arising out of the Action. There was a hearing on June 30, 2023 in the Superior Court of the State of California for the County of Monterey, at which time Judge Thomas W. Wills preliminarily approved the Settlement as being fair and reasonable to the members of the Settlement Class.

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 17, below.

2. WHAT IS THE ACTION ABOUT?

This Action is the class case entitled *Yannet Jimenez v. Sambrailo Packaging*, originally filed in Monterey County Superior Court on December 7, 2020, assigned Case No. 20CV003281, and subsequently amended. The operative Complaint alleges claims on behalf of Plaintiff and other similarly situated employees for: (1) failure to provide meal periods or compensation in lieu thereof in violation of Labor Code §§ 226.7 and 1198 and the Wage Order; (2) failure to provide rest periods or compensation in lieu thereof in violation of Labor Code §§ 226.7 and 1198 and the Wage Order; (3) failure to pay hourly and overtime wages in violation of Labor Code §§ 1194 and 1998 and the Wage Order; (4) failure to pay minimum wage in violation of Labor Code §§ 1194, 1197, and 1199 and the Wage Order; (5) failure to comply with itemized employee wage statement requirements in violation of Labor Code §§ 226, 1174, and 1175 and the Wage Order; (6) failure to pay all wages upon termination in violation of Labor Code §§ 201, 202, and 203 and the Wage Order; (7) failure to pay wages timely in violation of Labor Code § 204; (8) failure to reimburse work related expenses in violation of Labor Code § 2802 and the Wage Order; (9) California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698; and (10) unfair business practices in violation of Business and Professions Code § 17200, *et seq.* and common law.

Defendant denies all allegations of wrongdoing and maintains that it complied with all applicable laws, rules, and regulations at issue in this litigation. The Court has not ruled on the merits of the lawsuit.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Yannet Jimenez (hereinafter “Plaintiff”) is the person who is bringing this Action on your behalf and on behalf of other similarly situated employees.

In the Action, the Plaintiff seeks to represent you on a class basis. A class action allows the Court to resolve the claims of all the members of the class at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the members of the class who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt employees of Defendant who worked for Defendant in California during the Class Period (the “Settlement Class” or “Settlement Class Members”). The period from June 10, 2016, through June 9, 2023 is the “Class Period.” You are receiving this Notice because Defendant’s records show that you are a member of the Settlement Class.

5. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks she could have won at trial. Defendant thinks it could have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. Plaintiff and her counsel (“Class Counsel”) believe the Settlement is a fair and reasonable compromise that is in the best interests of the Class.

6. WHAT ARE THE TERMS OF THE SETTLEMENT?

As stated above, Defendants have agreed to pay a total of \$1,400,000.00 to settle all class claims arising out of the lawsuit. Subject to the Court’s approval, the Gross Settlement Amount will be used to pay Settlement Class Members for the settlement and release of the Released Claims described below, settlement administration costs (estimated at \$14,000.00), attorneys’ fees for Class Counsel in the amount of \$490,000.00 (or 35% of the Gross Settlement Amount), reasonable litigation costs/expenses not to exceed \$30,000.00, a “service payment” to Plaintiff as the Class Representative (up to \$5,000.00); and PAGA penalties in the amount of \$50,000.00. The amount of money remaining after all of these payments (the “Net Settlement Amount”) will be distributed to Settlement Class Members who do not opt out of the Settlement (the “Class Members”).

The Settlement Class Members who do not opt out will each receive a payment (“Individual Settlement Payment”) representing their pro-rata share of the Net Settlement Amount, based upon the number of workweeks employed during the Class Period.

Based on Defendant’s records, the number of workweeks you were employed during the Class Period is «Total_Weeks» and your estimated Individual Settlement Payment is «ESA_Before_Paga». Thirty percent (30%) of the Individual Settlement Payment will be considered wages and will be reported on an IRS Form W-2, and seventy percent (70%) of the Individual Settlement Payment will be considered interest, and other non-wage income and will be reported on an IRS Form 1099 misc., if applicable.

Regardless of whether you opt out of the class portion of the settlement, you may also receive a payment (“Individual PAGA Payment”), representing your share of the PAGA penalties.

The PAGA penalties allocated as part of this settlement, or “PAGA Payment,” will be distributed to the California Labor and Workforce Development Agency (“LWDA”) and aggrieved employees known as the PAGA Group. Pursuant to requirements of Labor Code § 2698, *et seq.*, the LWDA will receive 75% of the PAGA Payment. The remaining 25% of the PAGA Payment, or “Net PAGA Penalties,” will be distributed to the PAGA Group, based upon the number of workweeks employed during the PAGA Period. The PAGA Group is defined as all current and former non-exempt employees of Defendant who worked for Defendant in California at any time from June 10, 2019, through June 9, 2023. The PAGA Period is defined as June 10, 2019, through June 9, 2023.

Based on Defendant’s records, the number of workweeks you were employed during the PAGA Period is «PAGA_Pay_Periods» and your estimated Individual PAGA Payment is «PAGA_Amount». One hundred percent (100%) of the Individual PAGA Payment will be considered penalties, and will be reported on an IRS Form 1099 misc., if applicable.

Any questions regarding your workweek counts or the amount of your Individual Settlement Payment or Individual PAGA Payment should be directed to the Settlement Administrator at the address listed in Section 9 below.

7. WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive your Individual Settlement Payment and/or Individual PAGA Payment from this Settlement in or around December 10, 2023 if the Court approves the Settlement and no written objections or appeals are filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

Upon receipt of your settlement check, it will be your responsibility to cash the check before the expiration date of the check (180 days from the check’s issuance). You will not be retaliated against for cashing the settlement check. Checks that are not cashed or negotiated within 180 days from the date of issuance of the check will become void and be transmitted to the *cy pres* recipient, Watsonville Law Center.

8. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

After the Court has approved the Settlement, each Settlement Class Member will release Defendant and its current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns (“Released Parties”) from any and all claims, actions, or causes of action alleged in the Action, or that could have been alleged or raised in the Action based upon or arising out of the facts alleged therein, during the Class Period, except for those arising under PAGA (“Released Claims”).

In addition, each Settlement Class Member and/or PAGA Group Member will release the Released Parties from claims during the PAGA Period arising under the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* predicated on violations of Labor Code §§ 201, 201.3, 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 227.3, 246, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802, and which were alleged in the Action and/or could have been alleged in the Action based on the facts alleged in the Action and/or the notice(s) to the Labor and Workforce Development Agency (“Released PAGA Claims”).

If you are a member of the Settlement Class and you do not elect to properly opt out from the Settlement, you will be deemed to have entered into the above releases and to have released the above-described Released Claims and Released PAGA Claims. If you are a member of the Settlement Class and you elect to properly opt out from the Settlement, you will still be deemed to have released the above-described Released PAGA Claims. There is no opt out from the Released PAGA Claims.

If the settlement is approved by the Court and becomes final, the entire Settlement will be consummated. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

If you do not want to be bound by the terms of the settlement, including the above release of class and PAGA claims, you may exclude yourself ("opt out") by sending written notice of your intention to opt out to the Settlement Administrator, at its address listed below:

YANNETT JIMENEZ v. SAMBRAILO PACKAGING CLASS ACTION LAWSUIT
PHOENIX SETTLEMENT ADMINISTRATORS
P.O. Box 7208
Orange, CA 92863

The opt-out request must be in writing and include (1) the full name and current address of the person seeking exclusion; (2) last four digits of his/her Social Security number, (3) a statement that the person requests exclusion from the Settlement Class and does not wish to participate in the Settlement; and (4) the signature of the person seeking exclusion. Any person who opts out will not be affected by the terms of the Settlement, with the exception of the Released PAGA Claims. ***Any opt-out request must be postmarked no later than September 18, 2023.***

If you submit a timely and valid written opt out, you will no longer be a member of the Settlement Class, and you will not be eligible to receive an Individual Settlement Payment under the Settlement or object to the terms of the Settlement. You will be bound by the Released PAGA Claims; however, you will not be bound by the Released Claims, and you may pursue any class or individual claims you may have, at your own expense, against Defendant.

10. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you do not opt-out of the Settlement by submitting a valid and timely request for exclusion as outlined in Section 9 above, you may object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, but you will also receive an Individual Settlement Payment (and/or Individual PAGA Payment). To object, you must mail your written objection to the Settlement Administrator at the below address within 45 days from the mailing of this Notice.

YANNETT JIMENEZ v. SAMBRAILO PACKAGING CLASS ACTION LAWSUIT
PHOENIX SETTLEMENT ADMINISTRATORS
P.O. Box 7208
Orange, CA 92863

Your written objections must state (1) your full name and current address; (2) the name and case number of this lawsuit: ***Yannett Jimenez v. Sambrailo Packaging, Case No. 20CV003281***; (3) the specific reason(s) for the objections, and (4) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court. If you wish to appear at the Final Approval Hearing and be heard orally in support of, or in opposition to the Settlement, you must state so in your objection.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

11. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiff will request a service award of up to \$5,000.00 for her service as Class Representative and for her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Plaintiff.

12. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court decided that the law firms of Fitzpatrick & Swanston and Diversity Law Group, P.C., which represent the Plaintiff, are also qualified to represent you and all Settlement Class Members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

The contact information for Class Counsel is as follows:

B. James Fitzpatrick, Esq.
Laura L. Franklin, Esq.
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311

Larry W. Lee, Esq.
Max W. Gavron, Esq.
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

If you have questions about the case or the Settlement, you should ask Class Counsel.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court \$490,000.00 (or 35%) of the Gross Settlement Amount for their attorneys' fees and reimbursement of litigation costs not exceeding \$30,000.00. These fees will serve to compensate Class Counsel for their efforts in achieving the settlement for the benefit of the Settlement Class and for their risk in undertaking this representation on a contingency basis. Class Counsel have already spent many hours investigating this case, reviewing payroll and time records information provided by Defendant, researching the class claims, and negotiating this settlement for the Settlement Class. They will incur additional hours overseeing the final approval and implementing the plan of distribution. You have the right to review Class Counsel's motion for attorneys' fees and costs, which will be filed with the Court.

14. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service payment to the Named Plaintiff.

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on November 3, 2023 at 8:30 a.m., in Department 15 of the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940 ("Final Approval Hearing").

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing unless you have timely filed an objection with the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

16. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. You may speak at the Final Approval Hearing only if (a) you have timely served and filed an objection, and (b) followed the procedures set forth in Section 10 above to provide notice that you intend to speak at the Final Approval Hearing. If you opt-out from the Settlement, however, you may not speak at the Final Approval Hearing.

17. HOW DO I GET MORE INFORMATION?

To see a copy of the Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the Complaints, and other filed documents related to Plaintiff's lawsuit and this Settlement, you may view all such files at the Clerk's office at the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Sambrailo Packaging Class Action Settlement.

YANNET JIMENEZ v. SAMBRAILO PACKAGING CLASS ACTION LAWSUIT
PHOENIX SETTLEMENT ADMINISTRATORS
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

You may also contact the attorneys for the Class, whose names and contact information are listed above.

18. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to keep your current address and telephone number on file with the Settlement Administrator, to ensure receipt of your Settlement Award and applicable tax forms if the settlement is given final approval by the Court. If you change your mailing address, you should promptly contact the Settlement Administrator and provide the Settlement Administrator your new address and contact information.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

Yannet Jimenez contra Sambrailo Packaging
ADMINISTRADOR DE LIQUIDACIONES
PHOENIX SETTLEMENT ADMINISTRATORS
AVISO LEGAL IMPORTANTE

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

«First_Name» «Last_Name»
«Address_1»
«City», «State» «ZIP_Code»

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE MONTEREY
Yannet Jimenez contra Sambrailo Packaging
Caso n° 20CV003281

AVISO DE PENDENCIA DE LA DEMANDA COLECTIVA

SE ESTIMA QUE USTED RECIBIRÁ APROXIMADAMENTE «Est_Set_Amt» A TRAVÉS DE ESTE ACUERDO.

A: Todos los empleados actuales y anteriores no exentos del Demandado que trabajaron para el Demandado en California durante el Período de la Demanda Colectiva (del 10 de junio de 2016 al 9 de junio de 2023)

LEA ATENTAMENTE ESTE AVISO. SUS DERECHOS PUEDEN VERSE AFECTADOS. USTED PUEDE TENER DERECHO A RECIBIR DINERO DE ESTE ACUERDO PROPUESTO.

PARA RECIBIR SU PARTE, NO NECESITA HACER NADA.

Este aviso está aprobado por el Tribunal. Esto no es una solicitud de un abogado.

1. ¿POR QUÉ HE RECIBIDO ESTE AVISO?

Ha recibido esta Notificación porque se ha alcanzado un acuerdo propuesto (el “Acuerdo”) en la demanda colectiva titulada “Yannet Jimenez contra Sambrailo Packaging” y a la que se ha asignado el Caso N° 20CV003281 (en adelante, la “Acción”). El Demandado Sambrailo Packaging (“Demandado”) ha acordado pagar un total de \$1,400,000.00 (el “Importe bruto del acuerdo”) para resolver todas las demandas colectivas derivadas de la Acción. El 30 de junio de 2023 se celebró una vista en el Tribunal Superior del Estado de California para el Condado de Monterey, en la que el Juez Thomas W. Wills aprobó de forma preliminar el Acuerdo por considerarlo justo y razonable para los miembros del Grupo del Acuerdo.

El Aviso explica la naturaleza de la Acción, los términos generales del Acuerdo propuesto y sus derechos y obligaciones legales. Para obtener más información sobre el Acuerdo, incluida información sobre cómo puede ver una copia del Acuerdo, consulte la Sección 17, más abajo.

2. ¿DE QUÉ TRATA LA ACCIÓN?

Esta Acción es el caso colectivo titulado *Yannet Jimenez v. Sambrailo Packaging*, originalmente presentado ante el Tribunal Superior del Condado de Monterey el 7 de diciembre de 2020, al que se le asignó el Caso No. 20CV003281, y posteriormente enmendado. La Demanda operativa alega reclamaciones en nombre de la Demandante y otros empleados en situación similar por: (1) no proporcionar períodos de comida o compensación en su lugar en violación del Código Laboral §§ 226.7 y 1198 y la Orden de Salarios; (2) no proporcionar períodos de descanso o compensación en su lugar en violación del Código Laboral §§ 226.7 y 1198 la Orden de Salarios; (3) no pagar los salarios por hora y las horas extraordinarias en violación del Código Laboral §§ 1194 y 1998 del y la Orden de Salarios; (4) no pagar el salario mínimo en violación del Código Laboral §§ 1194, 1197 y 1199 y la Orden de Salarios; (5) no cumplir con los requisitos de la declaración salarial detallada del empleado en violación del Código Laboral §§ 226, 1174 y 1175 y la Orden de Salarios; (6) incumplimiento del pago de todos los salarios en caso de despido en violación del Código Laboral §§ 201, 202 y 203 y la Orden de Salarios; (7) incumplimiento del pago puntual de los salarios en violación del Código Laboral § 204; (8) incumplimiento del reembolso de los gastos relacionados con el trabajo en violación del Código Laboral § 2802 y la Orden de Salarios; (9) Ley de Abogados Generales Privados del Código Laboral de California del Código Laboral 2004, § 2698; y (10) prácticas comerciales desleales en violación del § 17200 y *siguientes* del Código de Negocios y Profesiones y del derecho común.

El Demandado niega todas las acusaciones de infracción y mantiene que cumplió con todas las leyes, normas y reglamentos aplicables en cuestión en este litigio. El Tribunal no se ha pronunciado sobre el fondo de la demanda.

3. ¿QUÉ ES UNA DEMANDA COLECTIVA?

En una demanda colectiva, una o más personas demandan en nombre de otras personas que tienen reclamaciones similares. Yannet Jimenez (en adelante “Demandante”) es la persona que interpone esta Acción en su nombre y en nombre de otros empleados en situación similar.

En la demanda, la Demandante pretende representarle de forma colectiva. Una demanda colectiva permite al Tribunal resolver las reclamaciones de todos los miembros de la clase al mismo tiempo. Un miembro de la clase está obligado por la determinación o sentencia dictada en el caso, tanto si la clase gana como si pierde, y no puede presentar su propia demanda sobre las mismas reclamaciones que se decidieron en la acción colectiva. Una demanda colectiva permite que un tribunal resuelva todas las cuestiones de un pleito para todos los miembros de la clase que decidan no excluirse de la misma.

4. ¿QUIÉN ESTÁ INCLUIDO EN LA CLASE DEL ACUERDO?

Todos los empleados actuales y anteriores no exentos del Demandado que trabajaron para el Demandado en California durante el Período de la Clase (la “Clase del Acuerdo” o los “Miembros de la Clase del Acuerdo”). El período comprendido entre el 10 de junio de 2016 y el 9 de junio de 2023 es el “Período de la Clase”. Usted está recibiendo este Aviso porque los registros del Demandado muestran que usted es miembro de la Clase del Acuerdo.

5. ¿POR QUÉ HAY UN ACUERDO?

El tribunal no decidió a favor de la Demandante ni del Demandado. La Demandante cree que podría haber ganado en el juicio. El Demandado piensa que podría haber ganado en el juicio. Pero no hubo juicio. En su lugar, ambas partes llegaron a un acuerdo. De ese modo, evitan el coste del litigio, y las personas potencialmente afectadas obtendrán una compensación. La Demandante y su abogado (“Abogado del Grupo”) creen que el Acuerdo es un compromiso justo y razonable que beneficia a los intereses del Grupo.

6. ¿CUÁLES SON LAS CONDICIONES DEL ACUERDO?

Como se ha indicado anteriormente, los Demandados han acordado pagar un total de \$1,400,000.00 para resolver todas las demandas colectivas derivadas del pleito. Sujeto a la aprobación del Tribunal, el Importe Bruto del Acuerdo se utilizará para pagar a los Miembros del Grupo del Acuerdo por el acuerdo y la liberación de las Demandas Exoneradas descritas a continuación, los costes de administración del acuerdo (estimados en \$14,000.00), los honorarios de los abogados del Abogado del Grupo por un importe de \$490,000.00 (o el 35% del Importe Bruto del Acuerdo), costes/gastos razonables del litigio que no superen los \$30,000.00, un “pago por servicios” a la Demandante como Representante del Grupo (hasta \$5,000.00); y sanciones PAGA por un importe de \$50,000.00. La cantidad de dinero restante después de todos estos pagos (el “Importe Neto del Acuerdo”) se distribuirá entre los Miembros del Grupo del Acuerdo que no opten por no participar en el Acuerdo (los “Miembros del Grupo”).

Los Miembros del Grupo del Acuerdo que no se excluyan recibirán cada uno un pago (“Pago Individual del Acuerdo”) que representará su parte prorrateada del Importe Neto del Acuerdo, basado en el número de semanas de trabajo empleadas durante el Periodo del Grupo.

En base a los registros del Demandado, el número de semanas de trabajo que usted estuvo empleado durante el Período de la Demanda Colectiva es «Total_Weeks» y su Pago del Acuerdo Individual estimado es de «ESA_Before_Paga». El treinta por ciento (30%) del Pago Individual del Acuerdo se considerará salario y se informará en un Formulario W-2 del IRS (Servicio de Impuestos de los Estados Unidos), y el setenta por ciento (70%) del Pago Individual del Acuerdo se considerará interés, y otros ingresos no salariales y se informará en un Formulario 1099 del IRS, etc., si corresponde.

Independientemente de si opta por no participar en la parte colectiva del acuerdo, también puede recibir un pago (“Pago PAGA individual”), que representa su parte de las sanciones PAGA.

Las sanciones PAGA asignadas como parte de este acuerdo, o “Pago PAGA”, serán distribuidas a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”) y a los empleados agraviados conocidos como el Grupo PAGA. Conforme a los requisitos del Código Laboral § 2698, y siguientes, la LWDA recibirá el 75% del Pago PAGA. El 25% restante del Pago PAGA, o “Penalizaciones PAGA Netas”, se distribuirá al Grupo PAGA, en función del número de semanas laborales empleadas durante el Periodo PAGA. El Grupo PAGA se define como todos los empleados actuales y anteriores no exentos del Demandado que trabajaron para el Demandado en California en cualquier momento desde el 10 de junio de 2019 hasta el 9 de junio de 2023. El Período PAGA se define como el período comprendido entre el 10 de junio de 2019 y el 9 de junio de 2023.

En base a los registros del Demandado, el número de semanas de trabajo que usted estuvo empleado durante el Período PAGA es de «PAGA_Pay_Periods» y su Pago PAGA Individual estimado es de «PAGA_Amount». El cien por cien (100%) del Pago PAGA Individual se considerará penalización, y se informará de ello en un Formulario 1099 del IRS erróneo, si procede.

Cualquier pregunta relacionada con el recuento de sus semanas de trabajo o con el importe de su Pago del Acuerdo Individual o de su Pago PAGA Individual debe dirigirse al Administrador del Acuerdo a la dirección que figura en la Sección 9 más abajo.

7. ¿QUÉ DEBO HACER PARA RECIBIR UN PAGO DE LIQUIDACIÓN INDIVIDUAL?

No necesita hacer nada para participar en el Acuerdo. Usted recibirá su Pago Individual del Acuerdo y/o su Pago Individual PAGA de este Acuerdo en o alrededor de 10 de diciembre de 2023 si el Tribunal aprueba el Acuerdo y no se presentan objeciones o apelaciones por escrito. Los Abogados del Grupo han sido designados y aprobados por el Tribunal y los Abogados del Grupo le representarán.

Cuando reciba su cheque de liquidación, será su responsabilidad cobrarlo antes de la fecha de caducidad del cheque (180 días desde su emisión). No se tomarán represalias contra usted por cobrar el cheque de liquidación. Los cheques que no se cobren o negocien en un plazo de 180 días a partir de la fecha de emisión del cheque quedarán anulados y se transmitirán al beneficiario de *cy pres*, Centro Jurídico de Watsonville.

8. ¿CÓMO AFECTA EL ACUERDO A MIS DERECHOS?

Después de que el Tribunal haya aprobado el Acuerdo, cada Miembro del Grupo del Acuerdo liberará al Demandado y a sus actuales y anteriores empresas matrices, propietarios, filiales, divisiones y personas o entidades afiliadas o relacionadas, y a cada uno de sus respectivos directivos, directores, empleados, socios, accionistas, abogados, agentes, albaceas y cesionarios (“Partes Exoneradas”) de todas y cada una de las reclamaciones, acciones o causas de acción alegadas en la Acción, o que podrían haber sido alegadas o planteadas en la Acción sobre la base de los hechos alegados en la misma o derivadas de ellos, durante el Periodo de la Demanda Colectiva, excepto aquellas que surjan en virtud de PAGA (“Reclamaciones Exoneradas”).

Además, cada Miembro del Grupo del Acuerdo y/o Miembro del Grupo PAGA liberará a las Partes Exoneradas de las reclamaciones durante el Periodo PAGA que surjan en virtud de la Ley de Abogados Generales Privados de California de 2004, Código Laboral de California § 2698, y *siguientes* predicada en violaciones del Código Laboral §§ 201, 201.3, 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 227.3, 246, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2800 y 2802, y que fueron alegadas en la Acción y/o podrían haber sido alegadas en la Acción basándose en los hechos alegados en la Acción y/o en la(s) notificación(es) a la Agencia de Trabajo y Desarrollo Laboral (“Reclamaciones PAGA Liberadas”).

Si usted es miembro del Grupo del Acuerdo y no opta debidamente por excluirse del Acuerdo, se considerará que ha aceptado las exoneraciones anteriores y que ha exonerado las Reclamaciones Exoneradas y las Reclamaciones PAGA Exoneradas descritas anteriormente. Si usted es miembro de la Clase del Acuerdo y opta por excluirse adecuadamente del Acuerdo, se considerará de todos modos que ha exonerado las Reclamaciones PAGA Exoneradas descritas anteriormente. No hay exclusión voluntaria de las Reclamaciones PAGA Exoneradas.

Si el Acuerdo es aprobado por el Tribunal y se convierte en definitivo, se consumará la totalidad del Acuerdo. Si el Acuerdo no es aprobado por el Tribunal o no se convierte en definitivo por alguna otra razón, el litigio continuará.

9. ¿QUÉ OCURRE SI NO QUIERO PARTICIPAR EN ESTE ACUERDO?

Si no desea quedar vinculado por los términos del acuerdo, incluida la anterior exención de las demandas colectivas y PAGA, puede excluirse enviando una notificación por escrito de su intención de excluirse al Administrador del Acuerdo, a la dirección que se indica a continuación:

YANNETT JIMENEZ v. SAMBRAILO PACKAGING CLASS ACTION LAWSUIT
PHOENIX SETTLEMENT ADMINISTRATORS
P.O. Box 7208
Orange, CA 92863

La solicitud de exclusión voluntaria debe realizarse por escrito e incluir (1) el nombre completo y la dirección actual de la persona que solicita la exclusión; (2) los cuatro últimos dígitos de su número de la Seguridad Social, (3) una declaración de que la persona solicita la exclusión del Grupo del Acuerdo y no desea participar en el Acuerdo; y (4) la firma de la persona que solicita la exclusión. Cualquier persona que opte por la exclusión no se verá afectada por los términos del Acuerdo, con la excepción de las Reclamaciones PAGA Exoneradas. ***Toda solicitud de exclusión voluntaria deberá estar matasellada a más tardar el 18 de septiembre de 2023.***

Si presenta una renuncia por escrito, válida y a tiempo, dejará de ser miembro de la Clase del Acuerdo y no tendrá derecho a recibir un Pago Individual del Acuerdo en virtud del Acuerdo ni a objetar los términos del Acuerdo. Sin embargo, no estará obligado por las Reclamaciones PAGA Exoneradas, y podrá presentar cualquier reclamación colectiva o individual que pueda tener, a su propio costo, contra el Demandado.

10. ¿QUÉ OCURRE SI QUIERO OponERME A ESTE ACUERDO?

Si no opta por excluirse del Acuerdo presentando una solicitud de exclusión válida y oportuna como se indica en la Sección 9 anterior, puede objetar a cualquiera de los términos del Acuerdo antes de la Audiencia de Aprobación Definitiva. Si no sigue estos pasos, se considerará que renuncia a sus objeciones. Si el Tribunal rechaza su objeción, seguirá estando obligado por los términos del Acuerdo, pero también recibirá un Pago Individual del Acuerdo (y/o un Pago Individual PAGA). Para objetar, debe enviar por correo su objeción por escrito al Administrador del Acuerdo a la dirección indicada a continuación en un plazo de 45 días a partir del envío por correo de este Aviso.

YANNETT JIMENEZ v. SAMBRAILO PACKAGING CLASS ACTION LAWSUIT
PHOENIX SETTLEMENT ADMINISTRATORS
P.O. Box 7208
Orange, CA 92863

Sus objeciones por escrito deben indicar (1) su nombre completo y dirección actual; (2) el nombre y número de caso de esta demanda: ***Yannett Jimenez v. Sambrailo Packaging, Caso No. 20CV003281***; (3) la(s) razón(es) específica(s) de las objeciones, y (4) todas y cada una de las pruebas y documentos de apoyo (incluyendo, sin limitación, todos los escritos, pruebas escritas y declaraciones) que el Tribunal deba considerar. Si desea comparecer en la Audiencia de Aprobación Definitiva y ser oído oralmente en apoyo u oposición al Acuerdo, deberá indicarlo en su objeción.

SI NO PRESENTA SU OBJECCIÓN A TIEMPO, SE CONSIDERARÁ QUE HA RENUNCIADO A TODAS LAS OBJECIONES Y NO TENDRÁ DERECHO A INTERVENIR EN LA AUDIENCIA DE APROBACIÓN DEFINITIVA.

11. ¿SE COMPENSARÁ A LA DEMANDANTE POR INTERPONER ESTA DEMANDA?

La Demandante solicitará una compensación por servicios de hasta \$5,000.00 por su servicio como Representante de la Clase y por sus esfuerzos en la presentación de la Demanda. El Tribunal tomará la decisión final en cuanto a la cantidad a pagar a la Demandante.

12. ¿TENGO ABOGADO EN ESTE CASO?

Sí. El Tribunal decidió que los bufetes de abogados Fitzpatrick & Swanston y Diversity Law Group, P.C., que representan al demandante, también están cualificados para representarle a usted y a todos los miembros del grupo del acuerdo. No se le cobrará por estos abogados. Estos bufetes de abogados se denominan “Abogados del Grupo de Demandantes”. Si desea ser representado por su propio abogado, puede contratar uno a su costa.

La información de contacto de los Abogados del Grupo es la siguiente:

B. James Fitzpatrick, Esq.
Laura L. Franklin, Esq.
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Teléfono: (831) 755-1311

Larry W. Lee, Esq.
Max W. Gavron, Esq.
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Teléfono: (213) 488-6555

Si tiene alguna pregunta sobre el caso o el Acuerdo, debe preguntar a los Abogados del Grupo.

13. ¿CÓMO SE PAGARÁ A LOS ABOGADOS?

Los Abogados del Grupo solicitarán al Tribunal \$490,000.00 (o el 35%) del Importe Bruto del Acuerdo para sus honorarios de abogados y el reembolso de los costes del litigio que no superen los \$30,000.00. Estos honorarios servirán para compensar a los Abogados del Grupo por sus esfuerzos para lograr el acuerdo en beneficio del Grupo del Acuerdo y por su riesgo al asumir esta representación en régimen de contingencia. Los Abogados del Grupo ya han invertido muchas horas investigando este caso, revisando la información sobre nóminas y registros horarios proporcionada por el Demandado, investigando las reclamaciones del Grupo y negociando este acuerdo para el Grupo del Acuerdo. Incurrirán en horas adicionales supervisando la aprobación final e implementando el plan de distribución. Usted tiene derecho a revisar la moción de los Abogados del Grupo para los honorarios y costos de los abogados, que será presentada ante el Tribunal.

14. ¿EN QUÉ CONSISTE LA AUDIENCIA DE APROBACIÓN FINAL?

El Tribunal ha aprobado preliminarmente el Acuerdo y celebrará una audiencia para decidir si otorga la aprobación definitiva al Acuerdo. El propósito de la Audiencia de Aprobación Definitiva será que el Tribunal determine si el Acuerdo debe ser aprobado como justo, razonable, adecuado y en el mejor interés de la Clase del Acuerdo; considerar la adjudicación de los honorarios y gastos de los abogados a los Abogados de la Clase; y considerar la solicitud de pago de servicios a la Demandante Nombrada.

15. ¿CUÁNDO Y DÓNDE SE CELEBRA LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

El Tribunal celebrará la Audiencia de Aprobación Definitiva el 3 de noviembre de 2023 a las 8:30 a.m., en el Departamento 15 del Tribunal Superior del Estado de California para el Condado de Monterey, 1200 Aguajito Road, Monterey, California 93940 (“Audiencia de Aprobación Definitiva”).

La Audiencia de Aprobación Definitiva podrá ser prorrogada sin previo aviso a los Miembros del Grupo. No es necesario que comparezca en la Audiencia de Aprobación Definitiva a menos que haya presentado oportunamente una objeción ante el Tribunal. Sin embargo, tiene derecho a asistir a la Audiencia de Aprobación Definitiva y a ser representado por su propio abogado, corriendo con los gastos. Si tiene previsto asistir a la Audiencia de Aprobación Definitiva, puede ponerse en contacto con los Abogados del Grupo para confirmar la fecha y la hora. Si el Acuerdo no es aprobado por el Tribunal o no se convierte en definitivo por alguna razón, la Acción puede continuar hasta el juicio.

16. ¿PUEDO INTERVENIR EN LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

En la audiencia, el Tribunal estará disponible para escuchar cualquier objeción y argumentos relativos al Acuerdo. Usted puede asistir, pero no está obligado a hacerlo. Podrá intervenir en la Audiencia de Aprobación Definitiva únicamente si (a) ha notificado y presentado a tiempo una objeción, y (b) ha seguido los procedimientos establecidos en la Sección 10 anterior para notificar que tiene intención de intervenir en la Audiencia de Aprobación Definitiva. Sin embargo, si opta por no participar en el Acuerdo, no podrá intervenir en la Audiencia de Aprobación Definitiva.

17. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

Para ver una copia de la Estipulación Conjunta y Acuerdo de Conciliación de la Demanda Colectiva y Reclamaciones PAGA (que define los términos en mayúsculas utilizados en este Aviso y proporciona un breve resumen de lo sucedido en la Demanda), la Orden de Aprobación Preliminar del Tribunal, la solicitud de honorarios de abogados y costas de los Abogados de la Demanda Colectiva, las Demandas, y otros documentos archivados relacionados con la demanda de la Demandante y este Acuerdo, usted puede ver todos esos archivos en la oficina del Secretario del Tribunal Superior del Estado de California para el Condado de Monterey, 1200 Aguajito Road, Monterey, California 93940.

SI NECESITA MÁS INFORMACIÓN O TIENE CUALQUIER PREGUNTA, puede ponerse en contacto con el Administrador del Acuerdo en la dirección y el número de teléfono gratuitos que se indican a continuación. Consulte el Acuerdo de demanda colectiva de Sambrailo Packaging.

YANNET JIMENEZ v. SAMBRAILO PACKAGING CLASS ACTION LAWSUIT
PHOENIX SETTLEMENT ADMINISTRATORS
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773

También puede ponerse en contacto con los abogados del Grupo, cuyos nombres e información de contacto figuran más arriba.

18. ¿QUÉ OCURRE SI CAMBIAN MIS DATOS?

Es su responsabilidad mantener su dirección y número de teléfono actualizados en los archivos del Administrador del Acuerdo, para garantizar la recepción de su Adjudicación del Acuerdo y de los formularios fiscales aplicables si el Acuerdo recibe la aprobación final del Tribunal. Si cambia de dirección postal, deberá ponerse en contacto inmediatamente con el Administrador del Acuerdo y proporcionarle su nueva dirección e información de contacto.

NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO JUDICIAL O AL JUEZ

Exhibit B



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CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1,235
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	1,235
Subtotal Admin Only	\$14,195.21

Not-to-Exceed Total **\$14,000.00**

October 4, 2023

Case: Jimenez v Sambrailo INVOICE

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$148.88	1	\$148.88
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$210.00	1	\$210.00
Total			\$990.88

* 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	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	1,235	\$308.75
Notice Packet & Opt-Out Form	\$1.25	1,235	\$1,543.75
Estimated Postage (up to 2 oz.)*	\$0.87	1,235	\$1,074.45
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,200.00	1	\$1,200.00
Total			\$4,576.95



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	3	\$165.00
Skip Tracing Undeliverables	\$1.00	185	\$185.25
Remail Notice Packets	\$1.25	185	\$231.56
Estimated Postage	\$0.87	185	\$161.17
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$842.98

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$795.00

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	3	\$285.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$1.25	1,235	\$1,543.75
Estimated Postage	\$0.64	1,235	\$790.40
Total			\$3,994.15

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	4	\$400.00
Remail Undeliverable Checks (Postage Included)	\$1.50	124	\$185.25
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$70.00	2	\$140.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,500.00	1	\$1,500.00
Total			\$2,995.25

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

Total: \$14,195.21