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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

OSCAR GERARDO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

STRATASYS DIRECT, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants,

Case No.: **20STCV44366**

*[Assigned for all purposes to the Honorable
William F. Highberger, Dept. SSC-10]*

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

Complaint Filed: November 17, 2020

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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 *Oscar Gerardo v. Stratasys Direct, 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.

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 Settlement and Release (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* (herein referred to collectively as the “Notice Packet”); (ii) responding to inquiries from Class Members; (iii) determining the validity of opt-outs; (iv) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (v) issuing the Individual Settlement Payments and distributing them to Participating Class Members; (vi) issuing the payment to Class Counsel for attorneys’ fees and litigation costs, the Class Representative’s Service Award, and the employer/employee payroll taxes to the appropriate taxing authorities; and (vii) such other tasks as set forth in the Agreement or as the Parties mutually agree or as the Court orders.

3. On May 5, 2022, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and hire and termination dates for each Class Member (“Class Data”) during the period from November 17, 2016 to April 14, 2022 (“Class Period”). The final mailing list contained three hundred thirty-eight (338) Class Members who worked a total of 49,755.71 Workweeks during the Class Period.

4. On May 7, 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 May 19, 2022, Phoenix mailed the Notice Packet via U.S. first class mail, in
2 English and Spanish, to all three hundred thirty-eight (338) Class Members on the Class List. A true
3 and correct copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

4 6. As of the date of this declaration, eighteen (18) Notice Packets have been returned
5 to Phoenix. None were returned with a forwarding address. For the eighteen (18) Notice Packets
6 returned from the Post Office without a forwarding address, Phoenix attempted to locate a current
7 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
8 available for skip tracing. Of the eighteen (18) Notice Packets that were skip traced, eighteen (18)
9 updated addresses were obtained and the Notice Packet was promptly re-mailed to those Class
10 Members via first class mail.

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

13 8. Phoenix has received one (1) Request for Exclusion from Class Settlement (*i.e.*
14 “Request for Exclusion”). The deadline to request exclusion was July 5, 2022. The Class Member
15 who requested to be excluded from the Settlement was James Alexander Meeks.

16 9. Phoenix has received zero (0) Objections to the Settlement. The Objection deadline
17 was July 5, 2022.

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

19 11. There are three hundred thirty-seven (337) Class Members, representing
20 approximately 99.70% of the Class, who, having not requested exclusion, are deemed Participating
21 Class Members and have worked a collective total of 49,750.57 Work Weeks during the Class
22 Period.

23 12. The Net Settlement Amount of \$613,515.74 available to pay Participating Class
24 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$371,666.67),
25 requested Class Counsel costs (\$17,817.59), requested Class Representative's Service Award to
26 Named Plaintiff (\$5,000.00), total amount allocated to PAGA Penalties (\$100,000.00), and the
27 requested Settlement Administrator costs (\$7,000.00) from the Gross Settlement Amount
28 (\$1,115,000.00).

13. Based upon the calculations stipulated in the Settlement, and taking into account the one (1) Request for Exclusion received, the highest Individual Settlement Payment to be paid is approximately \$3,477.58, the lowest Individual Settlement Payment to be paid is approximately \$12.33 to a Class Member who worked one (1) week during the Class Period, while the average Individual Settlement Payment to be paid is approximately \$1,820.52. All Individual Settlement Payments are subject to any and all legally mandated reductions and deductions on the thirty-three percent (33%) portion thereof considered wages.

14. Additionally, \$100,000.00 of the Gross Settlement Amount has been designated as the Private Attorneys General Act Allocation (“PAGA Amount”), of which 75%, or \$75,000.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or \$25,000.00, of which shall be paid to the Settlement Class members who worked during the time period of November 17, 2019 to April 14, 2022 (“PAGA Period”). There are two hundred twenty-eight (228) Class Members who worked 9,658.50 Pay Periods during the PAGA Period. The average payment to these individuals is \$109.65 (“PAGA Payment”).

15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Maximum Settlement Amount. As of this date, and utilizing the maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$29,255.50.

16. Phoenix's costs associated with the administration of this matter are \$7,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 13th of July 2022, at Orange, California.


TAYLOR MITZNER

Exhibit A

OSCAR GERARDO, as an individual and on behalf of all others similarly situated, Plaintiff,
vs. STRATASYS DIRECT, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants
Los Angeles County Superior Court, Case No. 20STCV44366

NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former non-exempt employees who worked for Stratasys Direct, Inc. in California at any time between November 17, 2016 and April 14, 2022.

On April 14, 2022, the Honorable William F. Highberger of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the parties to notify all Class Members of the settlement. You have received this notice because Stratasys Direct, Inc.'s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 11:00 a.m. on August 10, 2022 in Department 10 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so at your own expense. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact the Settlement Administrator, Class Counsel, or Defendant's Counsel using the contact information at the bottom of this notice to confirm the address and time of the hearing.

Summary of the Litigation

Plaintiff Oscar Gerardo ("Plaintiff") claims that Defendant Stratasys Direct, Inc. ("Defendant") violated California state labor laws by its alleged: (1) failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to pay timely final wages; and (7) unfair competition. Defendant has denied and continues to deny the factual and legal allegations in the case and believes that it has consistently complied with all applicable laws. Following the exchange of relevant documents and information, and mediation with an experienced and well-respected class action neutral, the parties were able to negotiate the current settlement.

Counsel for Plaintiff, Lidman Law, APC and Haines Law Group, APC, who have been appointed by the Court to represent the class ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff solely because of the risk and expense of continued litigation.

By granting preliminary approval of the settlement, the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, though any final determination of those issues will be made at the Final Approval Hearing.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$1,115,000. Subject to final Court approval, this amount is inclusive of: (i) individual settlement payments to all Participating Class Members; (ii) Class Counsel's court-approved attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount and costs not to exceed \$30,000.00; (iii) a court-approved Class Representative Service Award not to exceed \$5,000 to Plaintiff for his services on behalf of the Class; (iv) the Settlement Administrator's court-approved fees and expenses currently estimated at \$7,000.00; and (v) a payment of \$100,000 in settlement of Plaintiff's claims under the California Private Attorneys General Act (the "PAGA Payment"). After deducting Class Counsel's attorneys' fees and costs, the Class Representative Service Award, the Settlement Administrator's fees and expenses, and the PAGA Payment, a total of approximately \$601,333.33 (the "Net Settlement Amount") will be allocated to Participating Class Members who do not opt out of the settlement.

Each Class Member's individual settlement payment will be based on the number of Workweeks he/she was employed by Defendant as a non-exempt employee in California between November 17, 2016 and April 14, 2022 (the "Class Period"). Specifically, to determine each Class Member's estimated Individual Settlement Payment, the Settlement Administrator will: (i) Calculate the "Workweek Value" by dividing the Net Settlement Amount by the total number of Workweeks for the entire Settlement Class during the Class Period; and (ii) Multiply the Workweek Value by the number of Workweeks worked by each Class Member (all Class Members will be entitled to payment for at least one Workweek). Should any of the following occur, the Settlement Administrator will proportionately increase the estimated Individual Settlement Award of each Participating Class Member to ensure that the entire Net Settlement Amount is distributed to Participating Class Members: (i) any Class Member submits a timely and valid, or otherwise accepted, Request for Exclusion; (ii) the Court approves a Class Representative Service Award in an amount less than that requested by Plaintiff; (ii) the Court approves a Class Counsel Award in an amount less than that requested by Plaintiff; and/or (iii) the Court approves Settlement Administration Costs in an amount less than that requested by Plaintiff.

According to Defendant's records, you worked during the Class Period as a non-exempt employee in California for a total of «Total_Weeks» Workweeks. Accordingly, your Individual Settlement Payment is estimated to be «Est_Set_Amt».

To the extent you dispute the number of Workweeks listed above, you must make your dispute ("Workweek Dispute") in writing and send it via fax or mail to the Settlement Administrator no later than July 5, 2022 (the "Response Deadline") using the below address/fax number:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax: (949) 209-2503

The date of the fax or postmark on the mailing envelope will be the exclusive means to determine whether a Workweek Dispute has been timely submitted.

Your Workweek Dispute must be in writing and contain: (a) your full name, signature, address, and the last four digits of your Social Security number; (b) the number of Workweek you contend is correct; and (c) any evidence supporting your contention. Defendant's records will be presumed to be correct unless you prove otherwise by credible evidence or the Court, in its discretion, determines otherwise. All Workweek Disputes will be submitted to the Settlement Administrator with input from the parties for resolution, however the Court will have the final decision on all Workweek Disputes that cannot be resolved by the parties and the Court's decision will be non-appealable.

Questions? Contact the Settlement Administrator at 1-800-523-5773

The Settlement will become final on the “Effective Date.” The Effective Date of the Settlement will be 65 calendar days after the Court has held a formal fairness hearing and entered a final Order and Judgment approving the settlement if there are no written objections to the proposed settlement, or if written objections are filed with the Court and later withdrawn or denied. If written objections are filed which are not later withdrawn or denied, the Effective Date of the Settlement is 5 business days after the period for filing any appeal opposing the Court’s final Order, or 5 business days after any appeal has been finally and conclusively dismissed.

Once the settlement becomes effective (as defined above), Defendant will have 30 calendar days to deposit the settlement funds into a bank account. Within 14 calendar days after Defendant deposits the funds, the Settlement Administrator will send out settlement payments to Participating Class Members. Settlement checks will be valid for 180 days. Any checks that have not been cashed after 180 days will be voided and the funds will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law in the name of the Class Member to whom the check was issued, so that the funds may later be claimed by the Class Member.

IRS Forms W-2 and 1099 will be distributed to Participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Specifically, for purposes of the settlement, 33% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 67% will be allocated as non-wages and interest for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the settlement, then no further action is required on your part. You will then automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court. In addition, upon Defendant’s funding of the settlement, you will be deemed to have released or waived the following “Released Class Claims” against the “Released Parties” (i.e., Defendant and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Class Claims and/or the Released PAGA Claims, and Defense Counsel of record in the Action):

All claims under state, federal or local law, whether statutory, common law or administrative law, that are pled in the operative Complaint or that could have been pled based on the facts and allegations set forth in the operative Complaint and that arose during the Class Period, including but not limited to claims for failure to pay all minimum wages owed, failure to pay all overtime wages owed, failure to provide meal periods, failure to authorize and permit rest periods, failure to provide accurate, itemized wage statements, failure to pay all wages upon termination of employment, unfair competition and all other alleged violations of the California Business and Professions Code section 17200, *et seq.* based on the facts and allegations set forth in the operative Complaint and that arose during the Class Period, injunctive relief, punitive damages, liquidated damages, penalties of any nature, interest, fees, including fees under California Code of Civil Procedure section 1021.5, and costs. The Released Class Claims shall not become effective until Defendant has fully funded the Gross Settlement Amount and associated employer-side taxes

Additionally, all Class Members who were employed by Defendant as a non-exempt employee in California between November 17, 2019 and April 14, 2022 (the “PAGA Period”) will be deemed a PAGA Employee and further be deemed to have released the Released Parties from the following “Released PAGA Claims” upon Defendant’s funding of the settlement:

All claims under the California Private Attorneys General Act of 2004 (“PAGA”) that are pled in the operative Complaint or that could have been pled based on the facts and allegations set forth in the operative Complaint and that arose during the PAGA Period, including but not limited to claims seeking civil penalties under PAGA for failure to pay all minimum wages owed, failure to pay all overtime wages owed, failure to provide meal periods, failure to authorize and permit rest periods, and failure to provide accurate, itemized wage statements, and failure to pay all wages upon termination of employment, including but not limited to claims for violations of California Labor Code sections 201-204, 226, 226.3, 226.7, 510, 512, 558, 1194, and 2698, *et seq.* The Released PAGA Claims shall not become effective until Defendant has fully funded the Gross Settlement Amount and associated employer-side taxes.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Class portion of the settlement, you may exclude yourself by submitting a written request to the Settlement Administrator clearly indicating that you do not wish to be included in the settlement. The written “Request for Exclusion” must also: (i) contain your name, address, telephone number, and last four digits of your Social Security Number; (ii) be signed and dated by you, and (iii) be returned by fax or mail to the Settlement Administrator at the below address and/or facsimile number no later than July 5, 2022.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax: (949) 209-2503

The date of the fax or postmark on the mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

If you submit a valid and timely Request for Exclusion, you will not get a class settlement payment and you will not be bound by the settlement nor release the Released Class Claims.

However, to the extent you are eligible to receive a portion of the PAGA Payment, you will still receive that amount whether or not you submit a Request for Exclusion. This is because, if the Court approves the PAGA Payment, there is no statutory right to opt out, object, or otherwise exclude yourself from the PAGA Payment and the associated release of claims and rights under PAGA.

A Class Member who does not submit a timely and valid Request for Exclusion from the settlement will be deemed a Participating Class Member and will be bound by all terms of the settlement if the settlement is granted final approval by the Court.

Option 3 – Object to the Settlement

A Participating Class Member may object to the settlement if he/she believes it is unfair or unreasonable by submitting a written objection to the Settlement Administrator. If you choose to object to the settlement, your written “Notice of Objection” must provide: (i) your full name, signature, address, telephone number, and the last four digits of your Social Security number; and (ii) a written statement of all grounds for the objection. Your Notice of Objection should also include a statement indicating whether you intend to appear at the Fairness Hearing, along with copies of any papers, briefs, or other documents upon which your objection is based. The Notice of Objection must be returned by fax or mail to the Settlement Administrator at the below address and/or facsimile number no later than July 5, 2022:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax: (949) 209-2503

Questions? Contact the Settlement Administrator at 1-800-523-5773

The date of the fax or postmark on the mailing envelope will be the exclusive means to determine whether a Notice of Objections has been timely submitted. Late objections will not be considered.

Even if you do not submit a written objection, you may also, if you wish and at your own expense, appear at the Final Approval Hearing set for 11:00 a.m. on August 10, 2021 in Department 10 of the Los Angeles County Superior Court located at 312 N. Spring St., Los Angeles, 90012, and discuss your objection with the Court and the parties. You may also retain an attorney at your own expense to represent you at the hearing.

Any Class member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court's social distancing and mandatory face covering requirements, as well as any other orders related to COVID-19. All such rules and orders can be located at the Court's website: www.lacourt.org.

For more information on how to appear remotely, please visit the Court's website at <http://www.lacourt.org/division/civil/CI0040.aspx> and <https://www.lacourt.org/lacc/>.

By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

Summary of Settlement Options

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived all of the Released Class Claims against the Released Parties.

If you choose **Option 2**, you will no longer be a Class Member, and you will (i) be barred from participating in the class portion of the settlement and will not be deemed to have released the Released Class Claims, (ii) be barred from filing an objection to the settlement, and (iii) not receive a payment from the settlement (unless you are entitled to receive a portion of the PAGA Payment).

If you choose **Option 3**, you will still be a Participating Class Member. If the Court overrules your objection and approves the settlement, you will be entitled to receive your estimated Individual Settlement Payment and deemed to have released or waived all of the Released Class Claims against the Released Parties.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case, which may be inspected at the Office of the Clerk for the Superior Court of California for the County of Los Angeles, 312 N. Spring St., Los Angeles, 90012. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or counsel for the parties at the addresses set forth below:

Class Counsel

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Elizabeth Nguyen
Milan Moore
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Tel: (424) 322-4772; Fax: (424) 322-4775
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PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

OSCAR GERARDO, como individuo y en nombre de todos los demás en situación similar , Demandante, contra STRATASYS DIRECT, INC., una corporación de California; y DOES 1 a 100, inclusive , demandados
Tribunal Superior del Condado de Los Ángeles, caso n° 20STCV44366

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Usted no está siendo demandado. Este aviso afecta a sus derechos. Por favor, léalo detenidamente

Para: Todos los empleados actuales y antiguos no exentos que trabajaron para Stratasys Direct, Inc. en California en cualquier momento entre el 17 de noviembre de 2016 y el 14 de abril de 2022 .

El 14 de abril de 2022, el Honorable William F. Highberger del Tribunal Superior del Condado de Los Ángeles concedió la aprobación preliminar de este acuerdo de demanda colectiva y ordenó a las partes que notificaran el acuerdo a todos los Miembros del Grupo. Usted ha recibido esta notificación porque los registros de Stratasys Direct, Inc. indican que usted es un Miembro de la Clase, y por lo tanto tiene derecho a un pago del acuerdo.

A menos que decida optar por no participar en el acuerdo siguiendo los procedimientos descritos a continuación, se le considerará miembro del grupo de demandantes y, si el Tribunal concede la aprobación definitiva del acuerdo, se le enviará por correo un cheque por su parte del fondo del acuerdo. La Audiencia de Aprobación Definitiva sobre la adecuación, razonabilidad y equidad del Acuerdo se celebrará a las 11:00 horas del 10 de agosto de 2022 en el Departamento 10 del Tribunal Superior del Condado de Los Ángeles, ubicado en 312 North Spring Street, Los Ángeles, CA 90012. Usted no está obligado a asistir a la Audiencia, pero es bienvenido a hacerlo por su propia cuenta. El lugar, la fecha y la hora de la Audiencia de Aprobación Definitiva pueden ser cambiados sin previo aviso. Puede ponerse en contacto con el Administrador del Acuerdo, los Abogados del Grupo o los Abogados del Demandado utilizando la información de contacto que aparece al final de este aviso para confirmar la dirección y la hora de la audiencia.

Resumen del litigio

El demandante Oscar Gerardo ("Demandante") alega que el demandado Stratasys Direct, Inc. ("Demandado") violó las leyes laborales del estado de California por su supuesta (1) no pagar el salario mínimo; (2) no pagar las horas extraordinarias; (3) no proporcionar períodos de comida; (4) no autorizar y permitir los períodos de descanso; (5) no proporcionar declaraciones de salarios precisas y detalladas; (6) no pagar a tiempo los salarios finales; y (7) competencia desleal. El demandado ha negado y sigue negando las alegaciones de hecho y de derecho del caso y considera que ha cumplido sistemáticamente con todas las leyes aplicables. Tras el intercambio de documentos e información relevante, y la mediación con un experimentado y respetado neutral de acciones colectivas, las partes pudieron negociar el actual acuerdo.

Los abogados de la parte demandante, Lidman Law, APC y Haines Law Group, APC, que han sido designados por el Tribunal para representar a la clase ("Abogados de la Clase"), han investigado y estudiado los hechos y circunstancias subyacentes a las cuestiones planteadas en el caso y la ley aplicable. Aunque los Abogados del Grupo creen que las reclamaciones alegadas en esta demanda tienen mérito, los Abogados del Grupo también reconocen que el riesgo y los gastos de un litigio continuado justifican un acuerdo. Sobre la base de lo anterior, los Abogados del Grupo creen que el acuerdo propuesto es justo, adecuado, razonable y en el mejor interés de los Miembros del Grupo.

Al aceptar llegar a un acuerdo, el Demandado no está admitiendo su responsabilidad en ninguna de las alegaciones de hecho o reclamaciones en el caso o que el caso pueda o deba proceder como una acción colectiva. El Demandado ha acordado resolver el caso como parte de un compromiso con el Demandante únicamente por el riesgo y los gastos de continuar con el litigio.

Al conceder la aprobación preliminar del acuerdo, el Tribunal ha determinado únicamente que existen pruebas suficientes que sugieren que el acuerdo propuesto podría ser justo, adecuado y razonable, aunque cualquier determinación definitiva de estas cuestiones se realizará en la Audiencia de Aprobación Definitiva.

Resumen de los términos del acuerdo propuesto

El demandante y el demandado han acordado llegar a un acuerdo sobre las demandas colectivas subyacentes a cambio de una cantidad bruta de acuerdo de \$1,115,000. Sujeto a la aprobación final del Tribunal, esta cantidad incluye (i) los pagos individuales del acuerdo a todos los miembros del grupo participantes; (ii) los honorarios de los abogados del grupo aprobados por el tribunal, que no excederán de un tercio (1/3) del importe bruto del acuerdo y las costas, que no excederán de \$30,000; (iii) una recompensa por servicios del representante del grupo aprobada por el tribunal que no excederá de \$5,000 al demandante por sus servicios en nombre del grupo; (iv) los honorarios y gastos del administrador del acuerdo aprobados por el tribunal, estimados actualmente en \$7,000; y (v) un pago de \$100,000 en concepto de liquidación de las reclamaciones del demandante en virtud de la Ley de Abogados Generales Privados de California (el "Pago PAGA"). Después de deducir los honorarios y costos de los abogados de la demanda colectiva, el premio por servicios del representante de la demanda colectiva, los honorarios y gastos del administrador del acuerdo y el pago PAGA, se asignará un total de aproximadamente \$601,333.33 (el "monto neto del acuerdo") a los miembros de la demanda colectiva participantes que no opten por no participar en el acuerdo.

El pago individual del acuerdo de cada Miembro de la Clase se basará en el número de Semanas de Trabajo que haya sido empleado por el Demandado como empleado no exento en California entre el 17 de noviembre de 2016 y el 14 de abril de 2022 (el "Período de la Clase"). Específicamente, para determinar el Pago del Acuerdo Individual estimado de cada Miembro de la Clase, el Administrador del Acuerdo (i) Calculará el "Valor de la Semana de Trabajo" dividiendo el Monto Neto del Acuerdo por el número total de Semanas de Trabajo de toda la Clase del Acuerdo durante el Período de la Clase; y (ii) Multiplicará el Valor de la Semana de Trabajo por el número de Semanas de Trabajo trabajadas por cada Miembro de la Clase (todos los Miembros de la Clase tendrán derecho al pago de al menos una Semana de Trabajo). Si ocurriera cualquiera de los siguientes casos, el Administrador del Acuerdo aumentará proporcionalmente la Adjudicación Individual del Acuerdo estimada de cada Miembro del Grupo Participante para garantizar que se distribuya la totalidad del Importe Neto del Acuerdo a los Miembros del Grupo Participantes: (i) cualquier Miembro del Grupo presenta una Solicitud de Exclusión oportuna y válida, o aceptada de otro modo; (ii) el Tribunal aprueba una Adjudicación de Servicios del Representante del Grupo por un importe inferior al solicitado por el Demandante; (ii) el Tribunal aprueba una Adjudicación de los Abogados del Grupo por un importe inferior al solicitado por el Demandante; y/o (iii) el Tribunal aprueba los Gastos de Administración del Acuerdo por un importe inferior al solicitado por el Demandante.

Según los registros del Demandado, usted trabajó durante el Período de la Clase como empleado no exento en California por un total de «Total_Weeks» Semanas de Trabajo. En consecuencia, se estima que su Pago Individual del Acuerdo es de «Est_Set_Amt».

En la medida en que usted dispute el número de Semanas de Trabajo enumerado anteriormente, debe hacer su disputa ("Disputa de la Semana de Trabajo") por escrito y enviarla por fax o por correo al Administrador del Acuerdo a más tardar el 5 de julio de 2022 (la "Fecha Límite de Respuesta") utilizando la dirección y el número de fax indicados a continuación:

Administradores de finiquitos de Phoenix
Apartado de correos 7208
Orange, CA 92863
Fax: (949) 209-2503

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La fecha del fax o el matasellos del sobre de envío serán los medios exclusivos para determinar si una Disputa de la Semana Laboral ha sido presentada a tiempo.

Su disputa sobre la semana de trabajo debe hacerse por escrito y contener (a) su nombre completo, firma, dirección y los últimos cuatro dígitos de su número de la Seguridad Social; (b) el número de semanas de trabajo que usted sostiene que es correcto; y (c) cualquier prueba que apoye su argumento. Se presumirá que los registros del demandado son correctos, a menos que usted demuestre lo contrario con pruebas creíbles o que el Tribunal, a su discreción, determine lo contrario. Todas las Disputas sobre la Semana de Trabajo serán presentadas al Administrador del Acuerdo con la aportación de las partes para su resolución, sin embargo el Tribunal tendrá la decisión final sobre todas las Disputas sobre la Semana de Trabajo que no puedan ser resueltas por las partes y la decisión del Tribunal será inapelable.

El Acuerdo será definitivo en la "Fecha Efectiva". La Fecha Efectiva del Acuerdo será 65 días naturales después de que el Tribunal haya celebrado una audiencia formal de imparcialidad y haya dictado una Orden y Sentencia definitivas aprobando el acuerdo si no hay objeciones escritas al acuerdo propuesto, o si se presentan objeciones escritas al Tribunal y se retiran o deniegan posteriormente. Si se presentan objeciones escritas que no son retiradas o denegadas posteriormente, la Fecha de Entrada en Vigor del Acuerdo es 5 días hábiles después del plazo para presentar cualquier apelación que se oponga a la Orden final del Tribunal, o 5 días hábiles después de que cualquier apelación haya sido desestimada de forma definitiva y concluyente.

Una vez que el acuerdo entre en vigor (como se ha definido anteriormente), el Demandado tendrá 30 días naturales para depositar los fondos del acuerdo en una cuenta bancaria. En un plazo de 14 días naturales después de que el Demandado deposite los fondos, el Administrador del Acuerdo enviará los pagos del acuerdo a los Miembros del Grupo Participante. Los cheques del acuerdo serán válidos durante 180 días. Todos los cheques que no hayan sido cobrados después de 180 días serán anulados y los fondos serán enviados al Contralor del Estado de California para ser retenidos de acuerdo con la Ley de Propiedad No Reclamada a nombre del Miembro de la Clase al que se le emitió el cheque, para que los fondos puedan ser reclamados posteriormente por el Miembro de la Clase.

Los Formularios W-2 y 1099 del IRS se distribuirán a los Miembros del Grupo Participante y a las autoridades fiscales correspondientes, reflejando los pagos que reciban en virtud del acuerdo. Específicamente, a efectos del acuerdo, el 33% de cada pago individual del acuerdo se asignará como salarios para los que se emitirán los Formularios W-2 del IRS, y el 67% se asignará como no salarios e intereses para los que se emitirán los Formularios 1099-MISC del IRS.

Sus opciones bajo el acuerdo

Opción 1 - Recibir automáticamente un pago de la liquidación

Si desea recibir su pago del acuerdo, no se requiere ninguna otra acción por su parte. Recibirá automáticamente su pago del acuerdo por parte del Administrador del Acuerdo siempre y cuando el Acuerdo reciba la aprobación final del Tribunal. Además, una vez que la Demandada financie el acuerdo, se considerará que usted ha liberado o renunciado a las siguientes "Reclamaciones de la Clase Liberadas" contra las "Partes Liberadas" (es decir, el Demandado y todas sus empresas matrices actuales y anteriores, subsidiarias, divisiones, empresas relacionadas o afiliadas, accionistas, funcionarios, directores, empleados, agentes, abogados, aseguradores, sucesores y cesionarios, y cualquier individuo o entidad que pudiera ser responsable de cualquiera de las Reclamaciones de la Clase Liberadas y/o las Reclamaciones PAGA Liberadas, y los Abogados de la Defensa registrados en la Acción):

Todas las reclamaciones en virtud de la legislación estatal, federal o local, ya sean estatutarias, de derecho común o administrativas, que se aleguen en la Demanda operativa o que podrían haberse alegado sobre la base de los hechos y alegaciones expuestos en la Demanda operativa y que surgieron durante el Periodo de la Clase, incluyendo, pero sin limitarse a ello, las reclamaciones por no pagar todos los salarios mínimos adeudados, por no pagar todos los salarios por horas extraordinarias adeudados, por no proporcionar

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periodos de comida, por no autorizar y permitir periodos de descanso, por no proporcionar extractos salariales precisos y desglosados, por no pagar todos los salarios al finalizar el empleo, por competencia desleal y por todas las demás supuestas violaciones del Código de Negocios y Profesiones de California, sección 17200, *et seq.* basadas en los hechos y alegaciones expuestos en la Demanda operativa y que surgieron durante el Periodo de la Clase, desagravio por mandato judicial, daños punitivos, daños liquidados, sanciones de cualquier naturaleza, intereses, honorarios, incluidos los honorarios en virtud del Código de Procedimiento Civil de California, sección 1021.5, y costas. Las Reclamaciones de la Clase Liberadas no se harán efectivas hasta que el Demandado haya financiado completamente el Monto Bruto del Acuerdo y los impuestos asociados del lado del empleador

Además, todos los Miembros de la Clase que fueron empleados por el Demandado como empleados no exentos en California entre el 17 de noviembre de 2019 y el 14 de abril de 2022 (el "Período PAGA") serán considerados como Empleados PAGA y además se considerará que han liberado a las Partes Liberadas de las siguientes "Reclamaciones PAGA Liberadas" al financiar el demandado el acuerdo:

Todas las reclamaciones en virtud de la Ley de Abogados Generales Privados de California de 2004 ("PAGA") que se alegan en la Demanda operativa o que podrían haberse alegado sobre la base de los hechos y alegaciones expuestos en la Demanda operativa y que surgieron durante el Período PAGA, incluyendo, pero sin limitarse a las reclamaciones que buscan sanciones civiles en virtud de PAGA por no pagar todos los salarios mínimos adeudados, por no pagar todos los salarios por horas extraordinarias adeudados, por no proporcionar periodos de comida, por no autorizar y permitir periodos de descanso y por no proporcionar extractos salariales precisos y desglosados, y por no pagar todos los salarios a la terminación del empleo, incluyendo pero sin limitarse a reclamaciones por violaciones de las secciones 201-204, 226, 226 del Código Laboral de California.3, 226.7, 510, 512, 558, 1194 y 2698, *et seq.* Las Reclamaciones PAGA Liberadas no se harán efectivas hasta que el Demandado haya financiado completamente el Monto Bruto del Acuerdo y los impuestos asociados del lado del empleador.

Opción 2 - No participar en el acuerdo

Si no desea participar en la parte de la conciliación correspondiente al Grupo, puede excluirse presentando una solicitud por escrito al Administrador de la Conciliación en la que indique claramente que no desea ser incluido en la conciliación. La "Solicitud de Exclusión" por escrito también debe (i) contener su nombre, dirección, número de teléfono y los cuatro últimos dígitos de su número de la Seguridad Social; (ii) estar firmada y fechada por usted, y (iii) ser devuelta por fax o por correo al Administrador del Acuerdo a la dirección y/o número de fax indicados a continuación a más tardar el 5 de julio de 2022.

Administradores de finiquitos de Phoenix
Apartado de correos 7208
Orange, CA 92863
Fax: (949) 209-2503

La fecha del fax o el matasellos del sobre de envío serán los medios exclusivos para determinar si una Solicitud de Exclusión ha sido presentada a tiempo.

Si presenta una Solicitud de Exclusión válida y oportuna, no recibirá el pago del acuerdo colectivo y no estará obligado por el acuerdo ni liberará las Reclamaciones Colectivas Liberadas.

Sin embargo, en la medida en que usted tenga derecho a recibir una parte del Pago PAGA, seguirá recibiendo esa cantidad tanto si presenta una Solicitud de Exclusión como si no. Esto se debe a que, si el Tribunal aprueba el Pago PAGA, no existe el derecho legal de optar por no recibirlo, objetar o excluirse de otro modo del Pago PAGA y de la liberación asociada de las reclamaciones y derechos en virtud de la ley PAGA.

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Un Miembro del Grupo que no presente una Solicitud de Exclusión del acuerdo a tiempo y de forma válida será considerado un Miembro del Grupo Participante y estará obligado por todos los términos del acuerdo si el Tribunal le concede la aprobación final.

Opción 3 - *Objetar el acuerdo*

Un Miembro del Grupo Participante puede objetar al acuerdo si cree que es injusto o irrazonable, presentando una objeción por escrito al Administrador del Acuerdo. Si decide objetar al acuerdo, su "Aviso de Objeción" por escrito debe proporcionar (i) su nombre completo, firma, dirección, número de teléfono y los cuatro últimos dígitos de su número de la Seguridad Social; y (ii) una declaración escrita en de todos los motivos de la objeción . Su Aviso de Objeción también debe incluir una declaración indicando si tiene intención de comparecer en la Audiencia de Equidad, junto con copias de todos los papeles, escritos u otros documentos en los que se basa su objeción . La Notificación de Objeción debe ser devuelta por fax o por correo al Administrador del Acuerdo a la dirección y/o al número de fax indicados a continuación, a más tardar el 5 de julio de 2022:

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Apartado de correos 7208
Orange, CA 92863
Fax: (949) 209-2503

La fecha del fax o el matasellos del sobre de envío serán los medios exclusivos para determinar si una notificación de objeciones ha sido presentada a tiempo. No se tendrán en cuenta las objeciones tardías.

Aunque no presente una objeción por escrito, también puede, si lo desea y a su propio costo, comparecer en la Audiencia de Aprobación Final fijada para las 11:00 a.m. del 10 de agosto de 2021 en el Departamento 10 del Tribunal Superior del Condado de Los Ángeles ubicado en 312 N. Spring St., Los Ángeles, 90012, y discutir su objeción con el Tribunal y las partes. También puede contratar a un abogado a su cargo para que lo represente en la audiencia.

Cualquier miembro de la Clase que elija comparecer personalmente ante el Tribunal por cualquier motivo relacionado con esta Demanda debe cumplir con los requisitos de distanciamiento social y cobertura facial obligatoria del Tribunal, así como con cualquier otra orden relacionada con la COVID-19. Todas estas normas y órdenes pueden localizarse en el sitio web del Tribunal: www.lacourt.org.

Para más información sobre cómo comparecer a distancia, visite la página web del Tribunal en <http://www.lacourt.org/division/civil/CI0040.aspx> y <https://www.lacourt.org/lacc/>.

Al presentar una objeción, no se está excluyendo del acuerdo. Para excluirse del acuerdo, debe seguir las instrucciones descritas anteriormente. Tenga en cuenta que no puede objetar al acuerdo y excluirse a la vez. Debe elegir una sola opción.

Resumen de las opciones de liquidación

Si elige **la Opción 1**, y si el Tribunal concede la aprobación final del acuerdo, se le enviará por correo un cheque por su parte de los fondos del acuerdo. Además, se considerará que usted ha liberado o renunciado a todas las Demandas Colectivas Liberadas contra las Partes Liberadas.

Si elige **la Opción 2**, dejará de ser un Miembro del Grupo, y (i) se le impedirá participar en la parte del acuerdo que corresponde al grupo y no se considerará que ha liberado las Reclamaciones del Grupo Liberadas, (ii) se le impedirá presentar una objeción al acuerdo, y (iii) no recibirá un pago del acuerdo (a menos que tenga derecho a recibir una parte del Pago PAGA).

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Si elige **la Opción 3**, seguirá siendo un Miembro del Grupo Participante. Si el Tribunal desestima su objeción y aprueba la conciliación, tendrá derecho a recibir su pago individual estimado de la conciliación y se considerará que ha liberado o renunciado a todas las demandas colectivas liberadas contra las partes liberadas.

Información adicional

Esta Notificación de Acuerdo de Acción Colectiva es sólo un resumen del caso y del acuerdo. Para obtener una declaración más detallada de los asuntos involucrados en el caso y la conciliación, puede consultar los alegatos, el acuerdo de conciliación y otros documentos presentados en el caso, que pueden ser inspeccionados en la Oficina del Secretario del Tribunal Superior de California para el Condado de Los Ángeles, 312 N. Spring St. Todas las consultas de los miembros del grupo de demandantes en relación con esta notificación del grupo de demandantes y/o el acuerdo deben dirigirse al administrador del acuerdo o a los abogados de las partes en las direcciones indicadas a continuación:

Abogado de la clase

LIDMAN LAW, APC

Scott M. Lidman

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El abogado del demandado

JACKSON LEWIS P.C.

Adam Y. Siegel

Eric J. Gitig

725 S. Figueroa, Suite 2500

Los Ángeles, CA 90017

Tel: (213) 689-0404; Fax: (213) 689-0430

Correo electrónico: Adam.Siegel@jacksonlewis.com

Eric.Gitig@jacksonlewis.com

POR FAVOR, NO SE PONGA EN CONTACTO CON EL SECRETARIO DEL TRIBUNAL O CON EL JUEZ PARA HACER PREGUNTAS.

Exhibit B



CASE ASSUMPTIONS

Class Members	326
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	323
Subtotal Admin Only	\$7,000.00

WILL NOT EXCEED \$7,000.00

For 326 Class Members

Price good for scope of quote

February 17, 2022

Case: Oscar Gerardo v. Stratasys Direct, Inc., Opt-Out Administration wLanguage

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Eric Gitig

Firm: Jackson Lewis

Contact Number: (213) 630 8242

Email: Eric.Gitig@Jacksonlewis.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on **326** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)/Website				
Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$125.00	2		\$250.00
Programming Database & Setup	\$125.00	2		\$250.00
Toll Free Setup*	\$96.11	1		\$96.11
Call Center & Long Distance	\$2.00	33		\$65.20
NCOA (USPS)	\$100.00	1		\$100.00
Language Translation	\$750.00	1		\$750.00
Total				\$1,511.31

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation /				
Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$125.00	2		\$250.00
Data Merge & Duplication Scrub	\$0.15	326		\$48.90
Notice Packet & Opt-Out Form	\$1.00	326		\$326.00
Postage	\$0.56	326		\$182.56
Total				\$807.46

* 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	\$50.00	2	\$100.00
Skip Tracing Undeliverables	\$0.75	65	\$48.90
Remail Notice Packets	\$1.00	65	\$65.20
Estimated Postage	\$0.56	65	\$36.51
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$350.61

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	2	\$250.00
Case Associate	\$50.00	2	\$100.00
Opt-Outs/Deficiency/Dispute Letters	\$4.00	8	\$32.60
Case Manager	\$100.00	2	\$200.00
Total			\$832.60

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$75.00	2	\$150.00
QSF Bank Account & EIN	\$50.00	2	\$100.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$1.00	323	\$322.74
Estimated Postage Checks, W2 and 1099	\$0.56	323	\$180.73
Total			\$1,453.47

* 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	2	\$200.00
Remail Undeliverable Checks (Postage Included)	\$1.25	32	\$40.34
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$80.00	2	\$160.00
Final Reporting & Declarations	\$100.00	2	\$200.00
Uncashed Check Notice Postcard (Postage Included)	\$1.00	24	\$24.21
Uncashed Check QSF Tax Filing	\$100.00	3	\$300.00
IRS Annual Tax Reporting * (State Tax Reporting Included)	\$650.00	1	\$650.00
Total			\$2,044.55

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

Estimate Total: \$7,000.00



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.