

1 Edwin Aiwarzian (SBN 232943)
2 Arby Aiwarzian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 Ovsanna Takvoryan (SBN 217435)
5 LAWYERS for JUSTICE, PC
6 410 West Arden Avenue, Suite 203
7 Glendale, California 91203
8 Tel: (818) 265-1020 / Fax: (818) 265-1021

9 *Attorneys for Plaintiff and the Class*

10
11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

14
15 REVERIANO DIAZ, individually and on
16 behalf of other members of the general public
17 similarly situated and on behalf of other
18 aggrieved employees pursuant to the
19 California Private Attorneys General Act,

20
21 Plaintiff,

22 vs.

23 101 PHOENIX, INC., a California
24 corporation; and DOES 1 through 100,
25 inclusive,

26 Defendants.
27
28

Case No.: **20STCV36090**

Honorable Carolyn B. Kuhl
Department SSC-12

CLASS ACTION

**DECLARATION OF CHRISTINA
FOWLER REGARDING NOTICE
AND SETTLEMENT
ADMINISTRATION**

Date: October 6, 2022
Time: 10:30 a.m.
Dept.: SSC-12

1
2 I, **CHRISTINA FOWLER** declare the following facts to be true and correct and if called
3 as a witness would testify competently to the same:

4 1. I am employed as a Case Manager by Simpluris, Inc. (“Simpluris”) the claims
5 administrator in the above-entitled action. My business address is 3194-C Airport Loop
6 Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5644. I am over twenty-
7 one years of age and authorized to make this declaration on behalf of Simpluris and myself.
8

9 2. Simpluris, Inc. is a Class Action Settlement Administration company located
10 in Costa Mesa, CA. It is founded by individuals who have each managed hundreds of
11 settlements, along with professionals in the areas of Software Development, Third-Party
12 Claims Administration, Mail-House Operations, and Call Center Support Management.
13

14 3. Simpluris was appointed by the Court as Settlement Administrator to
15 administer the settlement in accordance with the terms of the First Amended Stipulation
16 and Settlement of Class Action and Private Attorneys General Act Representative
17 Claims (“Settlement,” “Settlement Agreement,” or “Agreement”) and settlement
18 administration services in the above captioned action (the “Action”). In this capacity,
19 Simpluris has been, and if the Court grants final approval of the Settlement, will be
20 responsible for, among other things: (a) establishing and maintaining a calendar of
21 administrative deadlines and responsibilities; (b) printing and mailing in English,
22 Spanish and Chinese the Notice of Class Action Settlement (“Class Notice”) to Class
23 Members; (c) receiving undeliverable Class Notices; (d) receiving and validating
24 written requests to be excluded from the Settlement (“Requests for Exclusion”), written
25 objections (“Notices of Objection”), and written disputes of Workweeks credited to a
26
27
28

1 Class Member; (e) calculating, processing, and mailing payments to Plaintiff, Class
2 Counsel, LWDA, and Class Members who do not submit a timely and valid request to
3 be excluded from the Settlement (“Participating Class Members”); (f) calculating each
4 Participating Class Member’s respective share of the Net Settlement Amount
5 (“Individual Settlement Payments”); (g) deducting and transmitting to applicable state
6 and/or federal taxes in connection with the wages portion of Individual Settlement
7 Payments; (h) answering questions from Class Members; and (i) performing such other
8 tasks necessary to effectuate the terms of the Settlement or as the Parties mutually agree
9 or the Court orders Simpluris to perform.
10

11 4. A toll-free telephone number was included in the Class Notice for the purpose
12 of allowing the Class Members to call Simpluris and to make inquiries regarding the
13 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in
14 operation throughout the settlement process. Callers have the option to speak with a live
15 call center representative in English and Spanish during normal business hours or to leave
16 a message and receive a return call during non-business hours. The toll-free telephone
17 number included in the Class Notice was 1-888-369-3780.
18

19 5. On June 14, 2022, Simpluris received the Court-approved Class Notice.
20 The Class Notice advised Class Members of their right to request exclusion from the
21 Settlement, object to the Settlement, dispute the number of Workweeks credited to them,
22 or do nothing, and the implications of each such action. The Class Notice advised Class
23 Members of applicable deadlines and other events, including the Final Approval Hearing,
24 and how Class Members could obtain additional information.
25
26
27
28

1 6. On June 15, 2022, Counsel for Defendant provided Simpluris with a mailing
2 list containing the name, last known address, Social Security number, and pertinent
3 employment information during the Class Period for the Class Members (“Class List”).
4 The Class List contained data for ninety-seven (97) Class Members.

5 7. The mailing addresses contained in the Class List were processed and updated
6 utilizing the National Change of Address Database (“NCOA”) maintained by the U.S.
7 Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service.
8 In the event that any individual had filed a U.S. Postal Service change of address request,
9 the address listed with the NCOA was utilized in connection with the mailing of the Class
10 Notices.
11

12 8. On June 29, 2022, after updating the mailing addresses through the NCOA,
13 the Class Notice was mailed via First Class U.S. Mail to the ninety-seven (97) Class
14 Members contained in the Class List. The Class Notice was pre-printed with the name
15 and address of the Class Member and their estimated individual settlement payment. The
16 Class Notice was provided to the Class in English, Spanish, and Chinese. A true and
17 correct copy of exemplar Class Notice in each language is attached hereto as **Exhibit A**.
18

19 9. As of this date, three (3) Class Notices were returned to Simpluris by the
20 post office. For those without forwarding addresses, Simpluris performed an advanced
21 address search (i.e., skip trace) by using Accurant, a reputable research tool owned by
22 Lexis-Nexis. Simpluris used the Class Member’s name and previous address to locate a
23 current address. Altogether, Simpluris re-mailed three (3) Class Notices to either; a new
24 forwarding address provided by the Post Office, a newfound address using Accurant, or a
25
26
27
28

1 forwarding address provided by the Class. Ultimately, no Class Notices were
2 undeliverable.

3 10. As of today, there are ninety-seven (97) Participating Class Members who
4 will be paid their portion of the Net Settlement Amount, estimated to be \$101,067. The
5 Net Settlement Amount available to pay Participating Class Members was determined as
6 follows:
7

8	Gross Settlement Amount:	\$ 261,180.00
9		
10	Less Attorneys' Fees (Requested)	-\$ 91,413.00
11	Less Litigation Costs (Requested)	-\$ 25,000.00
12	Less Class Representative Enhancement Award (Requested)	-\$ 7,500.00
13	PAGA – LWDA Payment	-\$ 30,000.00
14		
15	<u>Less Settlement Administration:</u>	<u>-\$ 6,200.00</u>
16	NET SETTLEMENT FUND	\$ 101,067.00
17		

18 11. Based upon the above deductions, the *average* Individual Settlement Payment
19 under the Settlement is approximately \$1,041.93, and the *highest* Individual Settlement
20 Payment is approximately \$3,915.36. These amounts are subject to reduction for the
21 employee's share of taxes and withholdings with respect to the wages portion of each
22 Individual Settlement Share.
23

24 12. The deadline for Class Members to submit a Request for Exclusion, Notice
25 of Objection, or Workweeks dispute is August 13, 2022 ("Response Deadline").
26

27 13. As of this date, Simpluris has not received any Requests for Exclusion from
28 the Settlement.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Diaz v. 101 Phoenix, Inc.
Superior Court of California, County of Los Angeles, Case No. 20STCV36090

**PLEASE READ THIS NOTICE CAREFULLY
IT MAY AFFECT YOUR LEGAL RIGHTS
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT**

«I Mj ul l BarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode_154770»

«City», «State» «Zip»-«ZipDPC3»

YOU ARE NOTIFIED THAT: A class and representative action settlement (the “Settlement”) has been reached between Plaintiff Reveriano Diaz (“Plaintiff”) and Defendant 101 Phoenix, Inc. (“Defendant”) in the case entitled *Reveriano Diaz v. 101 Phoenix, Inc.*, Los Angeles County Superior Court, Case No. 20STCV36090 (the “Action”). The Settlement affects your legal rights, as discussed further below. On May 2, 2022, the Court granted preliminary approval of the Settlement and scheduled a hearing on October 6, 2022 at 10:30 a.m. (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the Settlement.

I. Introduction

Defendant’s records show that you were employed by Defendant in the State of California as a non-exempt hourly employee at some time during the period from September 22, 2016 through October 1, 2021, and therefore are a Class Member in this Action. As a Class Member, you may be entitled to money under the Settlement and, if so, unless you request exclusion from the Settlement, your legal rights will be affected. The purpose of this Notice is to

- (1) describe the Action,
- (2) inform you of the terms of the Settlement, and
- (3) inform you of your rights and options in connection with the Settlement.

II. Who is affected by the proposed Settlement?

All current and former non-exempt hourly employees who were employed by Defendant 101 Phoenix, Inc. in the State of California at any time during the period from September 22, 2016 through October 1, 2021 (“Class Members”).

III. What is this case about?

On September 22, 2020, Plaintiff filed a putative class action against Defendant in a case entitled *Reveriano Diaz v. 101 Phoenix, Inc.*, Los Angeles County Superior Court, Case No. 20STCV36090. The Class Action Complaint for Damages filed on September 22, 2020 (“Class Complaint”) alleges that Defendant violated various wage-and-hour laws, including: by failing to pay overtime, failing to provide compliant meal periods and associated premiums, failing to provide compliant rest period and associated premiums, failing to pay minimum wages, failing to pay final wages timely, failing to pay wages timely during employment, failing to provide compliant wage statements, failing to keep requisite payroll records, failing to reimburse for business expenses, and engaging in unfair business practices in violation of California Business and Professions Code § 17200 et seq.

On January 11, 2021, Plaintiff filed a first amended complaint, entitled Class Action Complaint for Damages & Enforcement Under the Private Attorney General Action, California Labor Code § 2698, Et Seq. (“Operative Complaint”). The Operative Complaint alleges the same wage-and-hour violations as alleged in the Class Complaint, but also includes a representative action against Defendant for civil penalties pursuant to the Private Attorneys General Action, California Labor Code § 2698 et seq. (“PAGA”).

In the Action, Plaintiff seeks, among other things, the recovery of allegedly unpaid wages and meal and rest period premiums, restitution, penalties, interest, attorneys’ fees, and costs.

Defendant denies all of the allegations in the Action or that it violated any law and contends that at all times it has complied with the law.

Plaintiff and Defendant (collectively referred to as the “Parties”), participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into a Stipulation and Settlement of Class Action and Private Attorneys General Act Representative Claims (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on May 2, 2022. The Court has preliminarily appointed Plaintiff Reveriano Diaz as representative of the Class (“Class Representative”), and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

Lawyers for Justice, PC
Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment. You have the opportunity to opt-out or object to the Class Settlement if you so choose, as explained more fully in Section VI below. Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement will be bound to the Class Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Action have merit or that the Defendant has any liability to the Plaintiff or to the Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable and adequate, and is in the best interests of the Class Members, State of California, and aggrieved employees.

IV. What are the Settlement terms?

Settlement Amount and Other Payments

The total settlement amount is Two Hundred Sixty-One Thousand One Hundred Eighty Dollars (\$261,180.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Participating Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court:

(1) **Attorneys’ Fees and Costs**, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$91,413.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00) to Class Counsel;

(2) **Class Representative Enhancement Payment**, in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Reveriano Diaz in consideration for his obligations under the Settlement and in recognition of his effort and work in prosecuting the Action;

(4) **Settlement Administration Costs**, in an amount not to exceed Four Thousand Dollars (\$4,000.00) to Simpluris, Inc., the third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement (the “Settlement Administrator”); and

(3) **LWDA Payment**, the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) in connection with the claims asserted under the California Private Attorneys General Act of 2004 (“PAGA”), which is Thirty Thousand Dollars (\$30,000.00) constituting seventy-five percent (75%) of the allocation for civil penalties under PAGA in the amount of Forty Thousand Dollars (\$40,000.00) (the “PAGA Settlement Amount”).

Note: the remaining 25% of the PAGA Settlement Amount (i.e., Ten Thousand Dollars (\$10,000.00) will remain a part of the Net Settlement Amount and distributed to Participating Class Members.

Calculation of Individual Settlement Payments

Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be entitled to a share of the Net Settlement Amount (“Individual Settlement Payment”). Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks during the Class Period that a Class Member was engaged in any productive work activity for which they were paid, not including leaves of absence or paid time off, to be calculated by Defendant by reviewing available payroll and timekeeping data (“Workweeks”). Specific calculations of Individual Settlement Payments will be made as follows:

(a) The total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period, will be determined.

(b) To determine each Class Member's estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's Individual Settlement Payment will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value.

The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall recalculate the Workweek Value excluding the Workweeks of those who have excluded themselves and proportionately increase the Individual Settlement Payment for each Participating Class Member accordingly, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement.

Tax Matters

For taxation purposes, the Individual Settlement Payment to each Class Member shall be allocated seventy percent (70%) to penalties and interest to be reported on an IRS 1099 Form; and thirty percent (30%) to wages to be reported on a IRS W-2 Form. Each Individual Settlement Payment will be subject to reduction for employee-side taxes, withholdings, and deductions with respect to the wages portion of the Settlement. The employer's portion of any payroll taxes and contributions with respect to the wages portion of the Settlement will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Releases

Upon the date on which the Court entering an order granting final approval of the Settlement and a final judgment based thereon becomes final, and full funding of the Gross Settlement Amount, all Class Members who do not timely submit a valid Request for Exclusion (i.e., Participating Class Members) shall fully and finally release the Released Parties of the Class Released Claims, as defined below.

"Class Released Claims" means all claims asserted in the Operative Complaint, arising from or related to the facts and claims alleged in the Operative Complaint, or that could have been raised in the Operative Complaint based on the facts and claims alleged, as amended. The Class Released Claims include all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed meal period and rest-period premiums, including failure to pay premiums at the regular rate of compensation; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; attorneys' fees and costs; all claims related to the Class Released Claims which are asserted in the Operative Complaint or which could have been asserted based on the factual allegations pled in the Operative Complaint arising under: the California Labor Code (including, but not limited to, Sections 90.5, 201, 202, 203, 204, 213, 218.5, 221, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698 et seq., 2699 et seq., 2699.3, 2800, and 2802); Wage Orders 4-2001, 5-2001, and 7-2001 of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004; the California Business and Professions Code Section 17200, et seq.; the FLSA, 29 U.S.C. § 201 et seq.; and federal common law. This release excludes the release of claims not permitted by law.

"Released Parties" means and includes 101 Phoenix, Inc., and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

All Participating Class Members are bound by this release. Class Members will be bound by this release unless they formally and timely request exclusion from the Settlement.

V. How much will I receive under the Settlement?

If you do nothing, you will be deemed part of the Settlement Class, you will be issued payment from the Settlement, and you will release all Released Claims, as described in this Notice.

Based on Defendant's internal records, which will be presumed to be correct unless evidence to the contrary is timely submitted to the Settlement Administrator:

You worked «**MERGED_WW**» weeks during the time period from September 22, 2016 to October 1, 2021.

Your estimated gross Individual Settlement Share is \$«MERGED_EstSettAmnt_CALC».

If you wish to dispute the Workweeks credited to you, you must submit a written letter to the Settlement Administrator that: (i) makes reference to the name and number of the case (*Reveriano Diaz v. 101 Phoenix, Inc.*, Los Angeles County Superior Court, Case No. 20STCV36090); (ii) includes your full name (including your full name at the time of employment for Defendant), signature, current address, and telephone number; (iii) clearly states that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; and (iv) includes information and/or attaches documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct.

The Workweek dispute must be submitted to the Settlement Administrator at the address specified below and postmarked on or before August 13, 2022. The date of the postmark will be the exclusive means to determine whether a Workweek dispute has been timely submitted. All such Workweek disputes are to be resolved not later than fourteen (14) calendar days after August 13, 2022.

Diaz v. 101 Phoenix Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

If your Workweek dispute is defective as to the requirements listed herein, you will be given an opportunity to cure the defect(s). The Settlement Administrator will mail you a cure letter within three (3) business days of receiving the defective submission to advise you that your submission is defective and that the defect must be cured to render the Workweek dispute valid. You will have until the later of (a) August 13, 2022 or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Workweek dispute. If the revised Workweek dispute is not postmarked within that period, it will be deemed untimely.

If you dispute the number of Workweeks credited to you, Defendant's records, to the extent available, will be presumed determinative unless you are able to provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and shall determine the number of Workweeks that should be credited to you and/or the Individual Settlement Payment to which you may be entitled. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of involving the Court.

To ensure receipt of your payment, **it is your responsibility to make sure you keep the Settlement Administrator informed of your current mailing address**, and you may do so by contacting the Settlement Administrator by mail at the address listed above.

VI. What are my options in this matter?

You have three options under this Settlement, each of which is further discussed below. You may: (A) choose to be a Participating Class Member; (B) exclude yourself from the Settlement; or (C) object to the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you remain a Participating Class Member, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Participate in the Settlement and Receive Payment.

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

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Class Released Claims described in Section IV above.

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

OPTION B. Request to Be Excluded from the Settlement.

If you do not wish to participate in the Settlement, you must submit a letter to the Settlement Administrator indicating a request to be excluded from the Settlement ("Request for Exclusion"). Any Class Member wishing to opt-out from the Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator within the Response Deadline.

For the Request for Exclusion to be valid, it must include your full name, signature, current address, telephone number and a written statement requesting to be excluded from the Settlement.

The Request for Exclusion must be submitted to the Settlement Administrator at the address specified below and postmarked on or before August 13, 2022. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

Diaz v. 101 Phoenix Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

If your Request for Exclusion is defective as to the requirements listed herein, you will be given an opportunity to cure the defect(s). The Settlement Administrator will mail you a cure letter within three (3) business days of receiving the defective submission to advise you that your submission is defective and that the defect must be cured to render the Request for Exclusion valid. You will have until the later of (a) August 13, 2022 or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

If you do not timely submit a signed Request for Exclusion (as evidenced by the postmark), your Request for Exclusion will be rejected, you will be deemed a Participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement if the Settlement is granted final approval by the Court. If you timely submit a signed Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement, and you will not be entitled to or permitted to object to the Settlement.

OPTION C. Objecting to the Settlement.

If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to the settlement by filing a written objection (“Notice of Objection”) with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant’s counsel, as well as file all such objections with the Court).

For the Notice of Objection to be complete and timely, it must contain your full name, signature, current address, telephone number and a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

The Notice of Objection must be submitted to the Settlement Administrator at the address specified below and postmarked on or before August 13, 2022. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted.

Diaz v. 101 Phoenix Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

If your Notice of Objection is defective as to the requirements listed herein, you will be given an opportunity to cure the defect(s). The Settlement Administrator will mail you a cure letter within three (3) business days of receiving the defective submission to advise you that your submission is defective and that the defect must be cured to render the Notice of Objection valid. You will have until the later of (a) August 13, 2022 or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Notice of Objection. If the revised Notice of Objection is not postmarked within that period, it will be deemed untimely.

You may still appear at the Final Approval Hearing to assert objections to the Settlement even if you have not submitted a proper written Notice of Objection as set forth above.

If you choose to object to the Settlement, you may (but are not required to) enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. If you choose to have your own attorney, you will be solely responsible for the fees and costs of your own attorney. If you have submitted a valid and timely written Notice of Objection, you do not need to appear at the Final Approval Hearing to have your objection considered by the Court, but you may choose to appear if you wish.

Any Class Member who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. **Please note, even if you submit an objection, you will be bound by the terms of the Settlement unless the Court does not approve the Settlement.**

VII. What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, Class Counsel’s request for Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the Settlement Administration Costs, and the PGA Settlement Amount on October 6, 2022 at 10:30 a.m., in Department 12 of the Superior Court of California for the County of Los Angeles, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued. In the event the Final Approval Hearing is continued, Participating Class Members who filed an objection will receive notice of the new hearing date.

It is not necessary for you to appear at the Final Approval Hearing. If you plan to appear at the Final Approval Hearing, you must comply with the Court's rules regarding social distancing and masks found at: <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

If you wish to appear at the Final Approval Hearing, you may do so remotely by scheduling a remote appearance online at: <https://my.lacourt.org/laccwelcome>.

The Settlement Administrator will provide notice of the entry of an order granting final approval of the Settlement and judgment based thereon, by posting it on the Settlement Administrator's website (www.simpluris.com/case-information) for a period of sixty (60) days.

VIII. How can I get additional information?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Clerk's Office (Room 255) at the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. Some documents and information regarding the Action can also be accessed online for free or at a minimal charge at the Los Angeles County Superior Court's website, using the Public Portal system, at the following web address: <https://www.lacourt.org/casesummary/ui/>

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 369-3780, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE

Diaz v. 101 Phoenix, Inc.

Corte Superior de California, Condado de Los Ángeles, Caso No. 20STCV36090

**POR FAVOR, LEA ATENTAMENTE ESTA NOTIFICACIÓN
PUEDE AFECTAR SUS DERECHOS LEGALES
USTED PUEDE TENER DERECHO A RECIBIR UNA SUMA DE DINERO EN VIRTUD DE ESTE ACUERDO**

SE LE NOTIFICA QUE: El Demandante Reveriano Diaz (“Demandante”) y el Demandado 101 Phoenix, Inc. (“Demandado”) llegaron a un acuerdo de acción de clase y representación (el “Acuerdo”) en el caso titulado *Reveriano Diaz v. 101 Phoenix, Inc.*, Corte Superior del Condado de Los Ángeles, Caso No. 20STCV36090 (la “Acción”). El Acuerdo afecta sus derechos legales como se explica en detalle a continuación. El 2 de mayo del 2022, la Corte otorgó la homologación preliminar del Acuerdo y programó una audiencia para el 6 de octubre del 2022 a las 10:30 a. m. (“Audiencia de Homologación Definitiva”) para determinar si la Corte debería conceder la homologación definitiva del Acuerdo.

I. Introducción

Los registros del Demandado muestran que usted fue empleado del Demandado en el Estado de California, como empleado no exento por hora, en algún momento durante el período entre el 22 de septiembre del 2016 y el 1 de octubre del 2021, y, por lo tanto, es un Miembro de la Clase en esta Acción. Como Miembro de la Clase, es posible que tenga derecho a recibir dinero en virtud del Acuerdo y, a menos que solicite la exclusión del Acuerdo, sus derechos legales se verán afectados. La finalidad de esta Notificación es

- (1) describir la Acción,
- (2) informarle los términos del Acuerdo, e
- (3) informarle sus derechos y opciones en relación con el Acuerdo.

II. ¿Quién se ve afectado por este Acuerdo propuesto?

Todos los empleados no exentos por hora actuales y pasados que trabajaron para el Demandado 101 Phoenix, Inc. en el Estado California en cualquier momento durante el período comprendido entre el 22 de septiembre del 2016 y el 1 de octubre del 2021 (los “Miembros de la Clase”).

III. ¿De qué se trata este caso?

El 22 de septiembre del 2020, el Demandante presentó una acción de clase putativa en contra del Demandado en el caso titulado *Reveriano Diaz v. 101 Phoenix, Inc.*, Corte Superior del Condado de Los Ángeles, Caso No. 20STCV36090. La Demanda de Acción de Clase por Daños presentada el 22 de septiembre del 2020 (“Demanda de la Clase”) alega que el Demandado violó diversas leyes de salarios y horas, lo que incluye: no pagar horas extra, no suministrar los períodos de comida obligatorios y las primas asociadas, no suministrar los períodos de descanso obligatorios y las primas asociadas, no pagar los salarios mínimos, no pagar los salarios finales a tiempo, no pagar salarios a tiempo durante el empleo, no suministrar talones de cheque obligatorios, no llevar los registros de nómina de pago requeridos, no reembolsar gastos comerciales y participar en prácticas comerciales injustas en violación a los artículos 17200 et seq. del Código de Negocios y Profesiones de California.

El 11 de enero del 2021, el Demandante presentó una primera demanda modificada, titulada Demanda de Acción de Clase por Daños y Aplicación conforme a la Ley de Procuraduría General Privada, art. 2698, Et Seq. del Código Laboral de California (la “Demanda Vigente”). La Demanda Vigente alega las mismas violaciones de salarios y horas alegadas en la Demanda de la Clase, pero también incluye una acción de representación en contra del Demandado por sanciones civiles conforme a los artículos 2698 et seq. del Código Laboral de California, Acción de la Ley de Procuraduría General Privada (“PAGA”).

La Acción, el Demandante busca, entre otras cosas, recuperar los salarios impagos, las primas por períodos de comida y descanso, restitución, sanciones, intereses, honorarios y costos de los abogados.

El Demandado niega todas las acusaciones de la Acción o que haya violado alguna ley y sostiene que en todo momento cumplió con la ley.

El Demandante y el Demandado (en conjunto mencionados como las “Partes”), participaron en una mediación de día entero con un respetado mediador de acción de clase, y como resultado de la mediación, las Partes llegaron a un acuerdo. Las Partes desde entonces firmaron una Estipulación y Acuerdo Conjuntos de Acción de Clase y Reclamos Representativos en virtud de la Ley de Procuraduría General Privada (“Acuerdo”), que fue preliminarmente aprobado por la Corte el 2 de mayo del 2022. La Corte nombró de manera

preliminar al Demandante Reveriano Diaz como representante de la Clase (“Representante de la Clase”), y ha designado de manera preliminar los siguientes abogados del Demandante como abogados de la Clase (“Abogados de la Clase”):

Lawyers for Justice, PC
Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Teléfono: (818) 265-1020

Si es Miembro de la Clase, no necesita hacer nada para recibir un Pago Individual del Acuerdo. Tiene la oportunidad de excluirse u oponerse al Acuerdo de Clase si lo desea, como se explica en más detalle en la Sección VI a continuación. Los Miembros de la Clase que no presenten una Solicitud de Exclusión del Acuerdo de Clase válida y oportuna quedarán obligados por el Acuerdo de Clase.

El Acuerdo representa un compromiso y resolución de los reclamos sumamente controvertidos. Ninguna disposición del Acuerdo tiene como objetivo ser ni será interpretada como la aceptación por parte del Demandado de que los reclamos formulados en la Acción son verosímiles o de que el Demandado tiene responsabilidad alguna frente al Demandante o los Miembros de la Clase. El Demandante y el Demandado, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos y las incertidumbres que representa para cada parte la continuación del litigio, el Acuerdo es justo, razonable y adecuado, y es en los mejores intereses de los Miembros de la Clase, el Estado de California y los empleados agraviados.

IV. ¿Cuáles son los términos del Acuerdo?

Importe del Acuerdo y otros Pagos

El importe total del acuerdo es doscientos sesenta y un mil ciento ochenta dólares (\$261,180.00) (el “Importe Bruto del Acuerdo”). La parte del Importe Bruto del Acuerdo que está disponible para el pago a los Miembros Participantes de la Clase se refiere como “Importe Neto del Acuerdo”. El Importe Neto del Acuerdo será el Importe Bruto del Acuerdo menos los siguientes pagos que están sujetos a la homologación de la Corte:

(1) **Honorarios y costos de abogados**, que están compuestos por los honorarios de abogados en un monto que no exceda el 35% del Importe Bruto del Acuerdo (es decir, \$91,413.00) y el reembolso de los costos y gastos del litigio en un monto que no exceda los veinticinco mil dólares (\$25,000.00) a los Abogados de la Clase;

(2) **Aumento en el Pago al Representante de la Clase**, en un monto que no exceda los siete mil quinientos dólares (\$7,500.00) al Demandante Reveriano Diaz en contraprestación por sus obligaciones en virtud del Acuerdo y en reconocimiento de su esfuerzo y trabajo para llevar adelante la Acción;

(4) **Costos de Administración del Acuerdo**, en un monto que no exceda los cuatro mil dólares (\$4,000.00) a Simpluris, Inc., el tercero administrador del acuerdo de acción de clase aceptado por las Partes y aprobado por la Corte a los fines de administrar el Acuerdo (el “Administrador del Acuerdo”); y

(3) **Pago a la LWDA**, el importe que las Partes acordaron pagar a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral (“LWDA”) de California en relación con los reclamos afirmados conforme a la Ley de Procuraduría General Privada de California de 2004 (“PAGA”), que son treinta mil dólares (\$30,000.00) que constituyen el setenta y cinco por ciento (75%) de la asignación de sanciones civiles en virtud de la PAGA por el monto de cuarenta mil dólares (\$40,000.00) (el “Importe del Acuerdo en virtud de la PAGA”).

Nota: el 25% restante del Importe del Acuerdo en virtud de la PAGA (es decir, diez mil dólares) seguirá siendo parte del Importe Neto del Acuerdo y se distribuirá entre los Miembros Participantes de la Clase.

Cálculo de Pagos Individuales del Acuerdo

Los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna (“Miembros Participantes de la Clase”) tendrán derecho a una parte del Importe Neto del Acuerdo (“Pago Individual del Acuerdo”). Los Pagos Individuales del Acuerdo se calcularán y distribuirán del Importe Neto del Acuerdo según la cantidad de semanas durante el Período de la Clase que el Miembro de la Clase realizó alguna actividad laboral productiva por la cual recibió pago, sin incluir las licencias temporarias o el tiempo libre pago, que será calculada por el Demandado revisando la nómina de pago y los datos de registro de horarios disponibles (“Semanas de Trabajo”). El cálculo específico de los Pagos Individuales del Acuerdo se realizará de la siguiente manera:

(a) La cantidad total de Semanas de Trabajo trabajadas por cada Miembro de la Clase durante el Período de la Clase y la cantidad total sumada de Semanas de Trabajo trabajadas por todos los Miembros de la Clase durante el Período de la Clase.

(b) Para determinar el Pago Individual del Acuerdo estimado de cada Miembro de la Clase, el Administrador del Acuerdo utilizará la siguiente fórmula: El Importe Neto del Acuerdo se dividirá por la cantidad total agregada de Semanas de Trabajo, lo que dará como resultado el “Valor de la Semana de Trabajo”. El Pago Individual del Acuerdo de cada Miembro de la Clase se calculará multiplicando la cantidad total de Semanas de Trabajo de cada Miembro de la Clase por el Valor de la Semana de Trabajo.

La totalidad del Importe Neto del Acuerdo será distribuida a todos los Miembros Participantes de la Clase. Si hay alguna Solicitud de Exclusión válida y oportuna, el Administrador del Acuerdo recalculará el Valor de la Semana de Trabajo excluyendo las Semanas de Trabajo de aquellos que se hayan excluido y aumentará de manera proporcional el Pago Individual del Acuerdo para cada Miembro Participante de la Clase según corresponda, para que el importe realmente distribuido a la Clase del Acuerdo equivalga al 100% del Importe Neto del Acuerdo.

El Administrador del Acuerdo determinará la elegibilidad y los montos de cualquier Pago Individual de Acuerdo conforme a los términos de este Acuerdo.

Asuntos impositivos

A los fines impositivos, el Pago Individual del Acuerdo a cada Miembro de la Clase se asignará como setenta por ciento (70%) a sanciones e intereses a ser informado en un Formulario 1099 del IRS; y el treinta por ciento (30%) a salarios a ser informado en un Formulario W-2 del IRS. Cada Pago Individual del Acuerdo estará sujeto a una reducción por la parte de impuestos, retenciones y deducciones correspondientes al empleado con respecto a la parte salarial del Acuerdo. La parte del empleador de los impuestos y contribuciones de la nómina de pago con respecto a la parte salarial del Acuerdo será pagada por el Demandado a parte y además del Importe Bruto del Acuerdo.

Exoneraciones

En la fecha en que la Corte que registre la homologación definitiva del Acuerdo y la sentencia definitiva basada en dicha orden sea final, y una vez que el Importe Bruto del Acuerdo sea totalmente pagado, todos los Miembros de la Clase que no hayan presentado oportunamente una Solicitud de Exclusión válida (es decir, los Miembros Participantes de la Clase) exonerarán total y completamente a las Partes Exoneradas de los Reclamos Exonerados por la Clase como se define más abajo.

“Reclamos Exonerados de la Clase” significa todos los reclamos alegados en la Demanda Vigente, que surjan o se relacionen con los hechos y reclamos alegados en la Demanda Vigente, o que podrían haberse planteado en la Demanda Vigente en función de los hechos y los reclamos alegados, según fueron modificados. Los Reclamos Exonerados por la Clase incluyen todos los reclamos por salarios impagos, incluso, incumplimiento de pago de salarios mínimos, compensación por tiempo regular, compensación por horas extra, compensación por tiempo doble, e intereses; el cálculo de la tarifa de pago regular; primas por períodos de comida y descanso no tomados, incluso el incumplimiento en el pago de las primas a la tarifa regular de compensación; reembolso de todos los gastos comerciales necesarios; pago de todas las horas trabajadas, incluso trabajo sin registrar; talones de cheque; deducciones; incumplimiento de llevar registros precisos; prácticas comerciales desleales; sanciones, incluso, entre otras, sanciones civiles, sanciones estatutarias, sanciones por registros de horarios, sanciones por talones de cheque, sanciones por salarios mínimos, sanciones por mora intencional en el pago de los montos debidos después de la desvinculación; honorarios y costos de abogados; todos los reclamos relacionados con los Reclamos Exonerados por la Clase que se afirman en la Demanda Vigente o que pudieron haberse afirmado sobre la base de acusaciones de hecho alegadas en la Demanda Vigente que surgen del Código Laboral de California (lo que incluye, entre otros, los artículos 90.5, 201, 202, 203, 204, 213, 218.5, 221, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698 et seq., 2699 et seq., 2699.3, 2800, y 2802); las Órdenes Salariales 4-2001, 5-2001 y 7-2001 de la Comisión de Bienestar Industrial de California; la Ley de Procuraduría General Privada de California de 2004; artículos 17200, et seq. del Código de Negocios y Profesiones de California; la FLSA, los artículos 201 et seq. del título 29 del U.S.C.; y el *common law* federal. Esta exoneración excluye la exoneración de los reclamos no permitidos por la ley.

“Partes Exoneradas” significa e incluye a 101 Phoenix, Inc., y a cada uno de sus agentes, empleados, servidores, oficiales, directores, asociados, fiduciarios, representantes, accionistas, abogados, controlantes, subsidiarias, auspiciantes de capital, compañías/corporaciones y/o asociaciones relacionadas, divisiones, cesionarios, predecesores, sucesores, aseguradoras, consultores, proveedores de servicios, joint venturers, empleadores conjuntos, co-empleadores, empleadores dobles, supuestos empleadores conjuntos, supuestos co-empleadores, supuestos empleadores dobles, afiliadas, alter-egos y organizaciones afiliadas pasados, presentes y futuros y todos sus respectivos empleados, directores, funcionarios, agentes, abogados, accionistas, fiduciarios, controlantes, subsidiarias y cesionarios pasados, presentes y futuros.

Todos los Miembros Participantes de la Clase están obligados por esta exoneración. Los Miembros de la Clase estarán obligados por esta exoneración a menos que presenten formal y oportunamente una solicitud de exclusión del Acuerdo.

V. ¿Cuánto recibirá por el acuerdo?

Si no hace nada, se considerará que usted es parte del Acuerdo de Clase, recibirá un pago del Acuerdo, y exonerará a las Partes Exoneradas, como se describe en esta Notificación.

En función de los registros internos del Demandado, que se presumirá que son correctos, a menos que se presenten pruebas que indiquen lo contrario en forma oportuna al Administrador del Acuerdo:

Usted trabajó «**MERGED_WW**» semanas durante el período comprendido entre el 22 de septiembre del 2016 y el 1 de octubre del 2021.

Su Parte bruta Individual del Acuerdo estimada es \$«**MERGED_EstSettAmnt_CALC**».

Si desea disputar la cantidad de Semanas de Trabajo que se le acreditó, debe presentar una carta por escrito al Administrador del Acuerdo que: (i) haga referencia al nombre y número de caso (*Reveriano Diaz v. 101 Phoenix, Inc.*, Corte Superior del Condado de Los Ángeles, Caso No. 20STCV36090); (ii) incluya su nombre completo (incluso su nombre completo al momento del empleo con el Demandado), firma, dirección actual y número de teléfono; (iii) establezca claramente que disputa la cantidad de Semanas de Trabajo que se le acreditaron y lo que usted afirma es la cantidad correcta que se le debería acreditar; y (iv) incluya la información y/o adjunte documentación que demuestre que la cantidad de Semanas de Trabajo que usted afirma deberían acreditársele es correcta.

La disputa de Semanas de Trabajo debería presentarse al Administrador del Acuerdo en la dirección especificada más abajo y con sello postal del 13 de agosto del 2022, inclusive. La fecha del sello postal será la forma exclusiva utilizada para determinar si una disputa de Semanas de Trabajo se ha presentado a tiempo. Todas las disputas de Semanas de Trabajo deberán resolverse a más tardar catorce (14) días calendario después del 13 de agosto del 2022.

Diaz v. 101 Phoenix Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

Si su disputa de Semanas de Trabajo no cumple con todos los requisitos indicados aquí, tendrá la oportunidad de subsanar cualquier defecto. El Administrador del Acuerdo le enviará por correo una carta para realizarlo dentro de los tres (3) días hábiles a partir de la recepción de la presentación con defectos para indicarle que su presentación tiene defectos y que debe ser corregida para que la disputa de Semanas de Trabajo sea válida. Tendrá hasta, lo que sea más tarde, (a) el 13 de agosto del 2022 o (b) quince (15) días calendario a partir de la fecha de la carta para corregir la disputa, la fecha que sea más tarde, para enviar por correo una disputa de Semanas de Trabajo revisada. Si la disputa de Semanas de Trabajo revisada no tiene sello postal dentro de dicho período, se considerará que no se envió oportunamente.

Si usted disputa la cantidad de Semanas de Trabajo que se le acreditaron, los registros del Demandado, dentro de lo disponible, serán asumidos como determinantes, a menos que usted proporcione al Administrador del Acuerdo la documentación que indique lo contrario. El Administrador del Acuerdo evaluará las pruebas presentadas por usted y tomará una decisión en cuanto a la cantidad de Semanas de Trabajo que deberían acreditársele y/o el Pago Individual del Acuerdo al que tiene derecho. Cualquier disputa que no sea resuelta por el Administrador del Acuerdo con respecto a la administración del Acuerdo será resuelta por la Corte, conforme a las leyes del Estado de California. Antes de involucrar a la Corte, los abogados de las Partes conversarán de buena fe para resolver la disputa sin la necesidad de involucrar a la Corte.

Para garantizar el recibo de su pago, **usted es responsable de asegurarse de mantener al Administrador del Acuerdo informado sobre su dirección de correo actual**, y puede hacerlo contactando al Administrador del Acuerdo por correo postal a la dirección anterior.

VI. ¿Cuáles son mis opciones en este asunto?

Tiene tres opciones en virtud de este Acuerdo, cada una de las cuales se describe a continuación. Usted puede: (A) elegir ser un Miembro Participante de la Clase; (B) excluirse del Acuerdo; u (C) oponerse al Acuerdo. Si elige la opción (A), también podrá oponerse al Acuerdo, como se explica más abajo.

Oponerse es simplemente decirle a la Corte que a usted no le gusta algo del Acuerdo. Puede oponerse solo si permanece en la Clase del Acuerdo. Excluirse es decirle a la Corte que no desea formar parte de la Clase del Acuerdo. Si se excluye, no tendrá motivo para oponerse, porque el caso ya no lo afectará. Si permanece en la Clase, el Abogado de la Clase lo representará sin costo. Sin embargo, el Abogado de la Clase no lo representará a los efectos de realizar oposiciones al Acuerdo. Si permanece como Miembro Participante de la Clase, quedará sujeto a cualquier Sentencia que se pueda emitir en la Acción, lo que incluye la exoneración de los Reclamos Exonerados, como se describió anteriormente.

OPCIÓN A. Participar en el Acuerdo y recibir un pago.

Si desea participar en el Acuerdo y recibir dinero del Acuerdo, no tiene que hacer nada. Usted será incluido automáticamente en el Acuerdo y recibirá su Pago Individual del Acuerdo a menos que decida excluirse del Acuerdo de Clase.

A menos que elija excluirse del Acuerdo de Clase, quedará sujeto a los términos del Acuerdo de Clase y a la sentencia que pueda dictar la Corte, y exonerará los Reclamos Exonerados por la Clase descritos en la Sección IV arriba.

Como Miembro de la Clase, no será responsable individualmente del pago de los honorarios de abogados o de los costos y gastos de litigio, a menos que contrate a su propio abogado, en cuyo caso usted será responsable de los honorarios y los gastos de su propio abogado.

OPTION B. Solicitar ser excluido del Acuerdo.

Si no desea participar en el Acuerdo, debe presentar una carta escrita al Administrador del Acuerdo en la que pida que se lo excluya del Acuerdo (“Solicitud de Exclusión”). Todo Miembro de la Clase que desee excluirse del Acuerdo debe presentar una Solicitud de Exclusión válida y oportuna al Administrador del Acuerdo dentro de la Fecha Límite para la Respuesta.

Para que la Solicitud de Exclusión sea válida, debe incluir su nombre completo, firma, dirección actual, número de teléfono y una declaración escrita que solicite que se lo excluya del Acuerdo.

La Solicitud de Exclusión debe ser presentada al Administrador del Acuerdo en la dirección especificada abajo y con sello postal del 13 de agosto del 2022, o una fecha anterior. La fecha del sello postal que se encuentre en el sobre de envío será la forma exclusiva para determinar si una Solicitud de Exclusión se ha presentado a tiempo.

Diaz v. 101 Phoenix Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

Si su Solicitud de Exclusión no cumple con todos los requisitos indicados aquí, tendrá la oportunidad de subsanar cualquier defecto. El Administrador del Acuerdo le enviará por correo una carta para realizarlo dentro de los tres (3) días hábiles a partir de la recepción de la presentación con defectos para indicarle que su presentación tiene defectos y que debe ser corregida para que su Solicitud de Exclusión sea válida. Tendrá hasta, lo que sea más tarde, (a) el 13 de agosto del 2022 o (b) quince (15) días calendario a partir de la fecha de la carta para corregir su solicitud, la fecha que sea más tarde, para enviar por correo una Solicitud de Exclusión revisada. Si la Solicitud de Exclusión revisada no tiene sello postal dentro de dicho período, se considerará que no se envió oportunamente.

Si no presenta una Solicitud de Exclusión firmada de manera oportuna (según lo demuestre el sello postal), su Solicitud de Exclusión será rechazada, usted será considerado un Miembro Participante de la Clase y quedará sujeto a la exoneración de los Reclamos Exonerados que se describió anteriormente y a todos los demás términos del Acuerdo si el Acuerdo recibe la homologación definitiva de la Corte. Si presenta una Solicitud de Exclusión firmada, no tendrá ningún otro rol en la Acción y no tendrá derecho a ningún beneficio como resultado de la Acción y el Acuerdo y no tendrá derecho o permiso para oponerse al Acuerdo.

OPCIÓN C. Oponerse al Acuerdo.

Si cree que el Acuerdo propuesto no es justo, razonable o adecuado de alguna forma, puede oponerse al acuerdo presentando una oposición por escrito (“Notificación de Oposición”) al Administrador del Acuerdo (que notificará todas las oposiciones a medida que las reciba a los Abogados de la Clase y del Demandado, y presentará todas dichas oposiciones a la Corte).

Para que la Notificación de Oposición se considere completa y definitiva, debe contener su nombre completo, firma, dirección actual, número de teléfono y una declaración escrita de todos los motivos para la oposición con sustento legal, si lo hubiere, para dicha oposición.

La Notificación de Oposición deberá presentarse al Administrador del Acuerdo en la dirección especificada más abajo y con sello postal del 13 de agosto del 2022, inclusive. La fecha del sello postal que se encuentre en el sobre de envío será la forma exclusiva para determinar si una Notificación de Oposición se ha presentado a tiempo.

Diaz v. 101 Phoenix Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

Si su Notificación de Oposición no cumple con todos los requisitos indicados aquí, tendrá la oportunidad de subsanar cualquier defecto. El Administrador del Acuerdo le enviará por correo una carta para realizarlo dentro de los tres (3) días hábiles a partir de la recepción de la presentación con defectos para indicarle que su presentación tiene defectos y que debe ser corregida para que su Notificación de Oposición sea válida. Tendrá hasta, lo que sea más tarde, (a) el 13 de agosto del 2022 o (b) quince (15) días calendario a partir de la fecha de la carta para corregir su solicitud, la fecha que sea más tarde, para enviar por correo una Notificación de Oposición revisada. Si la Notificación de Oposición revisada no tiene sello postal dentro de dicho período, se considerará que no se envió oportunamente.

Podrá igualmente comparecer en la Audiencia de Homologación Definitiva para expresar sus oposiciones al Acuerdo incluso si no presentó una Notificación de Oposición escrita correcta como se detalló arriba.

Si elige oponerse al Acuerdo, puede (pero no está obligado a hacerlo) concretar su comparecencia *in propria persona* (lo que significa que elige representarse a usted mismo) o mediante su propio abogado. Si usted elige tener su propio abogado, será el único responsable de los honorarios y los costos de su propio abogado. Si presentó una Notificación de Oposición válida y oportuna, no es necesario que

comparezca en la Audiencia de Homologación Definitiva para que su oposición sea considerada por la Corte, pero puede elegir comparecer si lo desea.

Se considerará que todo Miembro de la Clase que no presente oposiciones de la manera especificada anteriormente ha renunciado a toda oposición y no podrá realizar ninguna oposición (ya sea por apelación u otro medio) al Acuerdo. **Tenga en cuenta que si presenta una oposición, quedará obligado por los términos del Acuerdo a menos que la Corte no apruebe el Acuerdo.**

VII. ¿Cuál es el próximo paso en la homologación del Acuerdo?

La Corte celebrará una Audiencia de Homologación Definitiva para evaluar si el Acuerdo propuesto, la solicitud de los Abogados de la Clase de los honorarios y costos de abogados, los Aumentos en el Pago al Representante de la Clase, los Costos del Administración del Acuerdo y el Importe del Acuerdo en virtud de la PAGA son justos, razonables y adecuados, el 6 de octubre del 2022, a las 10:30 a. m. en el Departamento 12 de la Corte Superior de California para el Condado de Los Ángeles ubicado en 312 North Spring Street, Los Ángeles, CA 90012. La Audiencia de Homologación Definitiva podrá ser continuada. En caso de que la Audiencia de Homologación Definitiva continúe, los Miembros Participantes de la Clase que presentaron una oposición recibirán notificación de la nueva fecha de la audiencia.

No es necesario que comparezca a la Audiencia de Homologación Definitiva. Si tiene planeado comparecer en la Audiencia de Homologación Definitiva, debe cumplir con las reglas de la Corte con respecto a la distancia social y mascarillas que se encuentran en: <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

Si desea comparecer en la Audiencia de Homologación Definitiva, puede hacerlo de forma remota programando una comparecencia en línea en: <https://my.lacourt.org/laccwelcome>.

El Administrador del Acuerdo proveerá notificación del registro de una orden que otorgue la homologación definitiva del Acuerdo y la sentencia en base a esta, publicándola en el sitio web del Administrador del Acuerdo (www.simpluris.com/case-information) durante sesenta (60) días.

VIII. ¿Cómo puedo obtener información adicional?

Lo anterior es un resumen de los términos básicos del Acuerdo. Si desea conocer los términos y condiciones precisos del Acuerdo, debe revisar el Acuerdo detallado y otros documentos en el archivo de la Secretaría (Sala 255) de Spring Street Courthouse, ubicada en 312 North Spring Street, Los Angeles, CA 90012. También puede acceder a algunos documentos e información sobre la Acción en línea de manera gratuita o por un cargo mínimo en el sitio web de la Corte Superior del Condado de Los Ángeles, utilizando el sistema Public Portal, en la siguiente dirección web: <https://www.lacourt.org/casesummary/ui/>

NO LLAME POR TELÉFONO A LA CORTE NI A LA SECRETARÍA PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE PREGUNTAS, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 369-3780, O TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DE LA CLASE.

集体诉讼和解通知

Diaz 诉 101 Phoenix, Inc.
加利福尼亚州洛杉矶县高等法院，案件编号20STCV36090

请认真阅读本通知
它可能影响您的法定权利
您可能有权从本和解中获得金钱

您特此被告知：案件标题为 *Reveriano Diaz 诉 101 Phoenix, Inc.*，洛杉矶县高等法院案件编号20STCV36090（“诉讼”）中的原告 Reveriano Diaz（“原告”）已经与被告101 Phoenix, Inc.（“被告”）达成了集体代表诉讼和解（“和解”）。该和解影响您的法定权利，具体如下文所述。2022年5月2日，法院授予了该和解的初步批准，并且将听证安排在2022年10月6日上午10:30（“最终批准听证”），以决定该法院是否应该授予该和解的最终批准。

I. 简介

被告的记录显示，您曾于2016年9月22日至2021年10月1日期间的某段时间在加利福尼亚州以非豁免小时员工身份受雇于被告，也因此是本诉讼中的团体成员。作为团体成员，您可能有权在该和解下获得金钱；如果您确实有权获得，除非您要求被排除在该和解之外，否则您的法定权利将会受影响。本通知的目的是

- (1) 描述该诉讼，
- (2) 告知您该和解的条款，以及
- (3) 告知您关于该和解您有的权利和选择权。

II. 谁会受到该和解提议的影响？

曾于2016年9月22日至2021年10月1日期间的任意时间段在加利福尼亚州受雇于被告 101 Phoenix, Inc. 的所有现任和前任非豁免小时员工（“团体成员”）。

III. 这起案件的内容是什么？

原告于2020年9月22日在标题为 *Reveriano Diaz 诉 101 Phoenix, Inc.*，洛杉矶县高等法院案件编号20STCV36090之案件中提交了起诉被告的推定性集体诉讼。这份于2020年9月22日提交的损害赔偿集体诉讼起诉状（“集体诉讼起诉状”）诉称被告违反了多项工资工时法律，包括：由于未能支付加班费、未能提供合规的用餐时间和相关额外补贴、未能提供合规的休息时间和相关额外补贴、未能支付最低工资、未能及时支付最终工资、未能在有雇佣关系期间及时支付工资、未能提供合规的工资单、未能保留必要的工资记录、未能报销营业支出，以及有违反《加利福尼亚州商业和职业法》§ 17200及其后的部分的不公平商业做法。

2021年1月11日，原告提交了标题为《损害赔偿集体诉讼及依照专属首席检察官法 - 加州劳工法典 § 2698及其后的部分执法》的首次修改起诉状（“产生法律效果的起诉状”）。该产生法律效果的起诉状诉称的违反工资工时之行为与集体诉讼起诉状中诉称的内容相同，但还包含依照《专属首席检察官法》-《加州劳工法典》§ 2698及其后的部分（“PAGA”）针对民事罚款起诉被告的集体代表诉讼。

在该诉讼中，原告寻求获得诉称未付工资和用餐休息期的额外补贴、恢复原状、罚款、利息、律师费和诉讼费用的赔偿金等。

被告否认该诉讼中的所有指控，否认其有违反任何法律，并且在辩护时指出其一直有依法行事。

原告和被告（合在一起被称作“双方当事人”）参与了有集体诉讼中间人在场的全天调解，双方当事人也因为该调解达成了和解。双方当事人此后签订了《集体诉讼协议与和解及专属首席检察官法代表权利主张》（“和解”或“和解协议”），该和解协议已于2022年5月2日初步获得法院的批准。该法院已经初步任命原告 Reveriano Diaz 作为该团体的代表（“团体代表”），并且已经初步任命下列原告的律师作为该团体的律师（“团体律师”）：

Lawyers for Justice, PC

Edwin Aiwazian 律师
Arby Aiwazian 律师
Joanna Ghosh 律师
410 West Arden Avenue, Suite 203
Glendale, California 91203
电话号码: (818) 265-1020

如果您是团体成员, 您不需要为收到个人和解付款采取任何行动。 您有机会选择退出或对集体和解表示反对; 如果您选择这么做, 对具体方式的详细解释见下文第

VI 节。 没有提交有效及时的《要求被排除在和解之外申请》的团体成员将受该集体和解的约束。

该和解是对争议很大的权利主张的妥协与和解。 该和解中的任何内容均不意图成为或被解释为被告承认该诉讼中的权利主张有实质依据, 或者被告对原告或团体成员有任何责任。 原告和被告以及他们各自的律师已经得出结论并且同意, 考虑到持续的诉讼给各方带来的风险和不确定性, 该和解是公平、合理且充分的, 并且有考虑到团体成员、加利福尼亚州和受侵害的员工的实质利益。

IV. 和解条款是什么?

和解金额和其他付款

和解金额共计二十六万一千一百八十美元 (\$261,180.00) (“总和解金额”)。 可用于支付参与团体成员的总和解金额的一部分被称作“净和解金额”。 该净和解金额将是总和解金额减去下列须经法院批准的付款:

(1) **律师费和诉讼费用**, 包括金额不超过总和解金额的35%的律师费 (即\$91,413.00) 以及给团体律师的不超过两万五千美元 (\$25,000.00) 的诉讼费和支出的补偿;

(2) **团体代表增加付款**, 考虑到原告 Reveriano Diaz 在该和解下的义务以及对其在提起该诉讼过程中的付出和工作之认可, 给其金额不超过七千五百美元 (\$7,500) 的付款;

(4) **和解行政开支**, 给第三方集体诉讼和解管理员 Simpluris, Inc. 金额不超过四千元 (\$4,000.00) 的付款, 该和解管理员获得双方当事人的同意, 并且因管理该和解之目的获得法院的批准 (“和解管理员”); 以及

(3) **LWDA 付款**, 该付款的金额为双方当事人已经同意针对依照《2004年加利福尼亚州专属首席检察官法》 (“PAGA”) 提出的权利主张, 给加州劳工和劳动力发展局 (“LWDA”) 的付款金额, 具体为三万美元 (\$30,000.00), 其为依照 PAGA 总金额为四万美元 (\$40,000.00) (“PAGA 和解金额”) 的民事罚款份额的百分之七十五 (75%)。

注意: 剩余的 PAGA 和解金额的25% (即一万美元 (\$10,000.00)) 将成为净和解金额的一部分, 分发给参与团体成员。

个人和解付款的计算

没有提交及时有效的《排除申请》的团体成员 (“参与团体成员”) 将有权获得一份净和解金额 (“个人和解付款”)。 将根据团体成员曾在团体时间段内从事任何生产性工作活动并因其获得报酬的团体周数——不包括休假或带薪休假, 将由被告通过审阅可用的工资记录和记录工时数据算出—— (“工作周数”), 计算个人和解付款并从净和解金额中进行分配。 个人和解付款的具体计算方式如下所述:

(a) 将决定各位团体成员曾在团体时间段内工作的工作周数的总数，以及所有团体成员曾在团体时间段内工作的工作周数的合计总数。

(b) 为了决定各位团体成员的估计个人和解付款，和解管理员将使用以下公式：将用净和解金额除以工作周数的合计总数，得到“工作周价值”。将用各位团体成员个人工作周数的总数乘以工作周价值，计算得出各位团体成员的个人和解付款。

整个净和解金额将被分配给所有参与团体成员。和解管理员应在有任意有效及时的《排除申请》时，重新计算工作周价值，去除已经将自己排除在外之人的工作周数，并因此按比例增加各位参与团体成员的个人和解付款，从而使实际分配给和解团体的金额等于净和解金额的100%。

和解管理员应决定本和解协议条款下任何个人和解付款的资格和金额。

税务事宜

考虑到税务事宜方面的问题，给各位团体成员的个人和解付款中的百分之七十（70%）应被分配给罚款和利息，将使用 IRS 1099表报告；百分之三十（30%）应被分配给工资，将使用 IRS W-2表报告。针对和解中的工资部分，须从各份个人和解付款中扣除员工一方的税款、预扣费和扣除额。针对和解中的工资部分，雇主须支付的任何工资税部分和缴款，将由被告单独支付，并且是总和解金额以外的付款。

免责声明

在法院签发允许最终批准和解之命令、基于和解的最终判决成为最终，而且总和解金额资金也已全额到位之日后，所有没有及时提交有效的《排除申请》的团体成员（即参与团体成员）应完全最终免除被免除的当事人承担团体被免除的权利主张，具体定义见下。

“团体被免除的权利主张”是指在产生法律效果的起诉状中提出的所有权利主张，来自或关于产生法律效果的起诉状中诉称的事实和权利主张，或者本可基于诉称的事实和权利主张经修正在产生法律效果的起诉状中提出。团体被免除的权利主张涵盖针对未付工资提出的所有权利主张，包括未能支付最低工资、直接时间补偿、加班补偿、双倍补偿和利息；正常工资的计算；错过的用餐和休息期的额外补贴，包括未能按照正常补偿费率支付额外补贴；所有必要营业支出的报销；所有已工作小时数的付款，包括未计入工时的的工作；工资单；扣除额；未能保留准确的记录；不公平商业做法；罚款，包括但不限于民事罚款、法定罚款、记录保留罚款、工资单罚款、律师费和诉讼费；在产生法律效果的起诉状中提出的或本可依据事实指控在产生法律效果的起诉状中诉称的所有关于团体被免除的权利主张的权利主张，所依据的具体法律有：《加州劳工法典》

（包括但不限于第90.5、201、202、203、204、213、218.5、221、223、226、226.3、226.7、510、512、558、558.1、1174、1174.5、1185、1194、1194.2、1197、1198、1199、2698节及其后的部分、2699节及其后的部分、2699.3、2800和2802节）；《加州工业福利委员会工资命令》4-2001、5-2001和7-2001；《2004年加利福尼亚州专属首席检察官法》；《加利福尼亚州商业和职业法》第17200节及其后的部分；FLSA, 29 U.S.C. § 201及其后的部分；以及联邦普通法。本免责声明不包括对法律不允许的权利主张的免除。

“被免除的当事人”是指并且包括101 Phoenix, Inc. 及其过去、现在和未来的各位代理人、员工、雇员、高管、董事、合作伙伴、受托人、代表、股东、股票持有人、律师、母公司、子公司、股权发起人、相关的公司/企业和/或合作伙伴关系、分部、受让人、前任、继任人、保险公司、顾问、服务提供者、联合经营者、联合雇主、共同雇主、双雇主、诉称的联合雇主、诉称的共同雇主、诉称的双雇主、附属机构、另一个自我和附属组织，以及所有他们各自过去、现在和未来的员工、董事、高管、代理人、律师、股东、受托人、母公司、子公司和受让人。

所有参与团体成员须受本免责声明的约束。除非团体成员正式且及时提出被排除在该和解之外的要求，否则他们将受本免责声明的约束。

V. 我将在该和解下获得多少钱？

如果您不做任何事情，您将如本通知所述，被看作是和解团体的一部分，将向您发出和解付款，您也将放弃所有被免除的权利主张。

根据被告的内部记录——除非有证明该记录不正确的证据被提交给和解管理员，否则将假定该记录是正确的：

您曾在2016年9月22日至2021年10月1日期间的时间段内工作了 «MERGED_WW» 周。

您的估计总个人和解份额是\$«MERGED_EstSettAmnt_CALC»。

如果您希望针对计入您的名下的工作周数提出异议，您必须向和解管理员提交一封书面信函，在信中：(i) 提及这起案件的名称和编号（*Reveriano Diaz 诉 101 Phoenix, Inc.*，洛杉矶县高等法院案件编号20STCV36090）；(ii) 包含您的全名（包括您在为被告工作时的全名）、签名、当前地址和电话号码；(iii) 明确说明您提出异议的计入您名下的工作周数的数目，以及您相信应被计入您的名下的正确数目；并且 (iv) 包含能证明您相信应该被计入您的名下的工作周数之数目是正确信息，并且/或者附上证明文件记录。

工作周数争议必须提交到具体地址如下文所述的和解管理员处，邮戳日期必须在2022年8月13日当天或之前。邮戳日期将是决定工作周数争议是否有被及时提交的唯一方式。所有此类工作周数争议均应在2022年8月13日之后的十四（14）个日历日内解决。

Diaz v. 101 Phoenix Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

如果您的工作周数争议依照此处列出的要求有不足之处，将为您提供纠正该不足之处的机会。和解管理员将在收到有不足的争议请求后三（3）个工作日内邮寄给您纠正信函，以告知您所提交的请求有不足，必须纠正该不足之处，以使该工作周数争议成为有效的请求。给您的纠正时间将是以下两者中较晚的一项：(a) 2022年8月13日，或 (b) 纠正信函之日后十五（15）个日历日；修订后工作周数争议的邮戳日期须在上述两个日期中较晚的日期之前。如果修订后工作周数争议的邮戳日期不在该时间段内，其将被看作是未及时提交。

如果您对计入您的名下的工作周数提出异议，除非您能够提供给和解管理员文件记录，证明被告的可用记录不具有决定性，否则将假定被告的可用记录具有决定性。和解管理员将评估您提交的证据，并且应决定应该计入您的名下的工作周数之数目和/或您可能有权获得的个人和解付款。任何未由和解管理员解决的关于和解行政工作的争议，将由法院依照加利福尼亚州的法律解决。在任何因此类原因让法院参与到案件之前，当事人的律师将本着真诚的态度进行商讨，以在不必让法院参与其中的情况下解决争议。

为了确保您能够收到付款，您须负责确保自己有及时告知和解管理员您当前的邮寄地址，您可通过向上文列出的地址邮寄信函，联系和解管理员做到这一点。

VI. 我在这项事宜中有哪些选择权？

您在本和解下有三项选择，各项选择的详情如下文所述。您可：(A) 选择成为参与团体成员；(B) 将自己排除在该和解之外；或者 (C) 对该和解表示反对。如果您选择选项 (A)，您也可对该和解表示反对，具体如下所述。

表示反对很简单，只需告诉法院您不喜欢关于该和解的一些内容。您仅可在留在和解团体内的情况下表示反对。将自己排除在外是告诉法院您不希望作为该和解团体的一部分。如果您将自己排除在外，您则没有理由表示反对，因为这起案件不再对您有任何影响。如果您留在和解团体内，您将免费由团体律师代表。但团体律师不会出于提出反对该和解之目的代表您。如果您选择留下来，成为参与团体成员，您将须受任何在该诉讼中正式提出的判决的约束，包括在上文描述的被免除的权利主张的放弃。

选项 A. 参与和解并收到付款。

如果您希望参与该和解并从和解中收到金钱，您则不必做任何事情。您将自动被包含在该和解中并收到签发给您的个人和解付款，除非您决定将自己从该集体和解中排除出去。

除非您选择将自己从该集体和解中排除出去，您将受该集体和解的条款以及法院可能据此做出的任何判决的约束，您还将放弃上文第 IV 节描述的团体被免除的权利主张。

作为团体成员，您将不会单独为律师费或诉讼费用和支出的付款负责，除非您聘请自己的律师，在这种情况下，您将为您自己的律师费和支出负责。

选项 B. 要求被排除在该和解之外。

如果您不希望参与该和解，您必须向和解管理员提交一封信函，在信中说明希望被排除在该和解之外的要求（“《排除申请》”）。任何希望退出该和解的团体成员必须在回复截止期限内及时向和解管理员提交有效的《排除申请》。

若要使《排除申请》有效，其必须包含您的全名、签名、当前地址、电话号码和要求被排除在该和解之外的书面声明。

《排除申请》必须提交到具体地址如下文所述的和解管理员处，邮戳日期必须在2022年8月13日当天或之前。回邮信封上的邮戳日期将是决定《排除申请》是否有被及时提交的唯一方式。

Diaz v. 101 Phoenix Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

如果您的《排除申请》依照此处列出的要求有不足之处，将为您提供纠正该不足之处的机会。和解管理员将在收到有不足的申请后三（3）个工作日内邮寄给您纠正信函，以告知您所提交的请求有不足，必须纠正该不足之处，以使该《排除申请》成为有效的请求。给您的纠正时间将是以下两者中较晚的一项：(a) 2022年8月13日，或 (b) 纠正信函之日后十五（15）个日历日；修订后《排除申请》的邮戳日期须在上述两个日期中较晚的日期之前。如果修订后《排除申请》的邮戳日期不在该时间段内，其将被看作是未及时提交。

如果您没有及时提交签署姓名的《排除申请》（以邮戳日期作为证明），您的《排除申请》将被拒绝，您将被看作是参与团体成员，您还将在法院授予该和解最终批准时受上文描述的被免除的权利主张之放弃和该和解的任何其他条款的约束。如果您及时提交签署姓名的《排除申请》，您在该诉讼中将不再有任何进一步职能，您将无权获得因该诉讼及和解而有的任何福利，您也无权且不得对该和解表示反对。

选项 C. 对该和解表示反对。

如果您认为该和解提议在任意方面不是公平、合理且充分的，您可通过向和解管理员（该管理员应向团体律师和被告的律师送达所有其收到的反对意见，并且向法院提交此类反对意见）提交书面反对（“《反对通知》”），对该和解表示反对。

若要使《反对通知》是完整且及时的，其必须包含您的全名、签名、当前地址、电话号码和书面声明，说明反对的所有理由，并附上此类反对的法律支持（如有）。

《反对通知》必须提交到具体地址如下文所述的和解管理员处，邮戳日期必须在2022年8月13日当天或之前。回邮信封上的邮戳日期将是决定《反对通知》是否有被及时提交的唯一方式。

Diaz v. 101 Phoenix Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

如果您的《反对通知》依照此处列出的要求有不足之处，将为您提供纠正该不足之处的机会。和解管理员将在收到有不足的申请后三（3）个工作日内邮寄给您纠正信函，以告知您所提交的请求有不足，必须纠正该不足之处，以使该《反对通知》成为有效的请求。给您的纠正时间将是以下两者中较晚的一项：(a) 2022年8月13日，或 (b) 纠正信函之日后十五（15）个日历日；修订后《反对通知》的邮戳日期须在上述两个日期中较晚的日期之前。如果修订后《反对通知》的邮戳日期不在该时间段内，其将被看作是未及时提交。

即使您未按照上文描述的内容提交恰当的书面《反对通知》，您也可出席最终批准听证，以提出对该和解的反对意见。

如果您选择对该和解表示反对，您可（但不是必须）以亲自提出的方式（意味着您选择代表自己）或通过您自己的律师出庭。如果您选择有自己的律师，您将独自承担您自己律师的律师费和诉讼费用。如果您已经提交了有效及时的书面《反对通知》，您则无需为了使法庭考虑您的反对意见出席最终批准听证，但您可按照自己的意愿选择出庭。

任何未能以上文描述的具体方式提出反对意见的团体成员，将被看作是已经放弃了提出任何反对意见之权利，并且不应有提出任何对该和解的反对意见的可能性（通过上诉或其他）。**请注意，除非法院未批准该和解，否则即便您有提交反对意见，您也将受该和解的条款的约束。**

VII. 和解获批的下一步是什么？

法院将针对该和解提议、团体律师提出的律师费和诉讼费用请求、团体代表增加付款、和解行政开支和 PAGA 和解金额的公平性、合理性和充分性召开最终批准听证，会议时间为2022年10月6日上午10:30，会议地点为加利福尼亚州洛杉矶县高等法院部门12春天街法庭（Spring Street Courthouse），具体地址是312 North Spring Street, Los Angeles, CA 90012。最终批准听证可能被延期。如果最终批准听证被延期，提交了反对意见的参与团体成员将收到包含新的听证日期的通知。

您没有必要出席最终批准听证。如果您打算出席最终批准听证，您则必须遵守法院关于保持社交距离和佩戴口罩的规则，具体见此：<http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>。

如果您希望出席最终批准听证，您可通过在线预约远程出庭，远程出席该听证：<https://my.lacourt.org/laccwelcome>。

和解管理员将针对已签发允许最终批准和解之命令和有基于和解之判决提供通知，具体方式为将其在和解管理员的网站（www.simpluris.com/case-information）上张贴六十（60）天。

VIII. 我可如何获得其他信息？

上述内容是该和解的基本条款的摘要。如需了解该和解协议的准确条款和条件，您应该查阅在春天街法庭（地址是312 North Spring Street, Los Angeles, CA 90012）法庭书记员办公室（255室）存档的和解协议的详细内容和其他材料。还可在洛杉矶县高等法院的网站上利用公共门户系统，免费或者以非常低的价格在线获取一些关于该诉讼的文件和信息，其网址如下：<https://www.lacourt.org/casesummary/ui/>

请不要电话联系该法院或书记员办公室获得关于本和解的信息。

如果您有任何问题，您可拨打下列免费电话，致电和解管理员：(888) 369-3780，或者您也可联系团体律师。

EXHIBIT B



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	14213V2	Prepared By:	Mike Sutherland
Estimate Date:	12/8/2021	Direct Dial #	321-223-5067
		Email:	msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: **Ovsanna Takvoryan**
Firm: Justice Law
Email: <ovsanna@calljustice.com>

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: RD-101 Phoenix, Inc.-6090: Opt Out Settlement

Anticipated Total Cost	\$7,241
Capped Fee*	\$6,200

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	110	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%

Mailing Document Language:	English, Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	Chinese	Redistribution:	None
Unclaimed Funds:	No	State(s):	One
	CCP-384	Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup, Online posting	\$125.00	4	\$500.00
Translation Spanish and Chinese	\$0.75	4091	\$3,068.25
Database Manager - Initial Data Analysis	\$140.00	1	\$140.00
Total			\$3,708.25

Notification

Notice Packet: 6 pg Notice With Enclosed / Detachable Card - Double Sided - English			
Category	Unit Value	# of Units	Total
Mail Notice Pack	\$2.00	110	\$220.00
Postage	\$0.58	110	\$63.80
NCOA/CASS/LACS	\$0.05	110	\$5.50
Undeliverable Processing	\$0.25	11	\$2.75
Skip Trace RUM	\$1.00	11	\$11.00
Remail	\$2.25	9	\$21.04
Postage	\$0.58	9	\$5.42
Mailing Supervisor	\$50.00	2	\$100.00
Total			\$429.51

Call Center

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	1	\$75.00
Total			\$75.00



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Administration

Process Mail, Opt-Outs or Objections			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	3	\$7.50
Opt Out Processing	\$2.50	1	\$1.93
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$384.43

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members:			
Account Management & Reconciliation.			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check, Attorney Awards	\$3.00	110	\$330.00
Postage	\$0.58	110	\$63.80
Process Returned Checks	\$0.50	1	\$0.55
Skip Trace Search Undeliverable Checks	\$5.00	1	\$5.50
Remail Checks (Includes Postage)	\$4.00	1	\$4.40
QSF Account Reconciliation	\$250.00	1	\$250.00
State Tax reporting,	\$250.00	1	\$250.00
QSF Annual Tax Preparation Fee, One Year	\$750.00	1	\$750.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
Escheat management	\$50.00	1	\$50.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$2,644.25



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	0	\$0.00
Clerical-Clean Up Any Misc	\$50.00	0	\$0.00
Project Manager-Wrap-up Final Issues	\$125.00	0	\$0.00
Total			\$0.00

Postage \$133.02 **Total Case Costs** **\$7,241.44**

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning