

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

RAMIRO PEREZ, individually, and on
behalf of other members of the general public
similarly situated; KIM BALLING,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

KAISER ALUMINUM CORPORATION, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 18STCV06639

Honorable Carolyn B. Kuhl
Department SSC-12

CLASS ACTION

**DECLARATION OF TAYLOR MITZNER
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

[Notice of Motion and Motion for Final
Approval of Class Action Settlement,
Attorneys' Fees, Costs, and Incentive Awards;
Declaration of Class Counsel (Edwin
Aiwaizian); Declaration of Class
Representatives (Ramiro Perez and Kim
Balling); and [Proposed] Final Approval Order
and Judgment filed concurrently herewith]

Date: May 26, 2022

Time: 10:30 a.m.

Department: SSC-12

Complaint Filed: November 29, 2018

FAC Filed: April 16, 2021

Trial Date: None Set

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 the above-captioned action entitled *Ramiro Perez, et al. v. Kaiser Aluminum Corporation* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was appointed by the Court to provide notice of the First Amended Stipulation and Agreement for Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) and perform settlement administration duties in the Action. Pursuant to the Settlement, Phoenix was and is responsible for: (i) preparing, translating, printing, and mailing the Notice of Class Action Settlement (“Class Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member was employed during the period from November 29, 2014 through March 25, 2021 (“Workweeks”); (iv) receiving and processing written requests to be excluded from the Settlement (“Requests for Exclusion”), written objections to the Settlement, and written disputes regarding the Workweeks allocated to the Class Members; (v) calculating the Net Settlement Amount and each Class Member’s share of the Net Settlement Amount (“Individual Settlement Payment”); (vi) calculating the net payment of Individual Settlement Payments, after reduction for the employees’ share of taxes and withholdings on the wages portion; (vii) processing and mailing Individual Settlement Payment checks and distributing them to Participating Class Members; (viii) handling tax withholdings as required by the Settlement and the law; (ix) preparing, issuing, and filing tax returns and other applicable tax forms; (x) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; (xi) issuing the payment of Attorneys’ Fees and Costs to Class Counsel, the Incentive Awards to Plaintiffs, the LWDA Payment to the California Labor and Workforce Development Agency (“LWDA”), and the Settlement Administration Costs to itself; and (xii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

NOTIFICATION TO THE CLASS

3. On November 10, 2021, Phoenix received the Court approved Class Notice from Class Counsel.

4. On November 16, 2021, Phoenix received a data file from Defendant's counsel that contained the full names, Social Security numbers, last known addresses, the dates of employment and number of Workweeks during the Class Period, and the amount, if applicable, of any Prior Settlement Payments to the Class Members ("Class List"). The Class List contained two hundred twenty-five (225) individuals identified as Class Members.

5. On December 16, 2021, Phoenix received the Joint Stipulation to Amend Settlement Agreement and Order Granting Preliminary Approval of Class Action Settlement, and Extend Notice Administration Process Consistent Therewith ("December 16, 2021 Order") from Defendant's counsel. Pursuant to the December 16, 2021 Order, Phoenix revised the Class Notice to reflect that the total amount of the Prior Settlement Payments ("Prior Settlement Payment Credit") is \$341,450.68 (instead of \$340,381.00 as reflected in the Settlement Agreement) and has used and will use the corrected amount of the Prior Settlement Payments in its calculation of the Net Settlement Amount, Initial Shares, and Individual Settlement Payments. The December 16, 2021 Order also extended Phoenix's deadline to distribute the Class Notice to the Class Members to ten (10) court days after the Court entered the December 16, 2021 Order. As such, this resulted in the Notice Period concluding after the date Class Counsel was to file the Motion for Final Approval of Class Action Settlement. On February 17, 2022, Phoenix received the Minute Order from the Court ("February 17, 2022 Minute Order"), which continued the Final Approval Hearing to May 26, 2022 at 10:30 a.m. Phoenix subsequently updated the Class Notice to reflect the new Final Approval Hearing date prior to mailing.

6. On February 24, 2022, Phoenix conducted a National Change of Address ("NCOA") search for the names and addresses of each of the two hundred twenty-five (225) Class Members identified in the Class List for the purposes of updating and confirming the mailing addresses of the Class Members before mailing the Class Notice. 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. To the extent no updated address was found in the NCOA database, the original address provided in the Class List was used for the mailing of the Class Notice.

7. On February 24, 2022, Phoenix mailed the Class Notice via first class U.S. mail, in English and Spanish, to all two hundred twenty-five (225) Class Members on the Class List. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

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

9. As of the date of this declaration, one (1) Class Notice remains undeliverable, since an updated address could not be obtained via skip trace.

EXCLUSIONS, OBJECTIONS, AND WORKWEEKS DISPUTES

10. The deadline for Class Members to submit a Request for Exclusion, objection, and/or Workweeks dispute was April 25, 2022 ("Notice Period").

11. As of the date of this Declaration, Phoenix has received one (1) Request for Exclusion from Class Members.

12. As of the date of this Declaration, Phoenix has received zero (0) objections from Class Members.

13. As of the date of this Declaration, Phoenix has received zero (0) Workweeks disputes from Class Members.

14. As of the date of this Declaration, there are two hundred twenty-four (224) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Class Members, representing 99.56% of the Class. Participating Class Members

1 have worked a collective total of thirty-one thousand eight hundred thirty-one (31,831)
2 Workweeks during the Class Period.

3 **BREAKDOWN OF SETTLEMENT FUND**

4 15. The Net Settlement Amount available to pay Participating Class Members is
5 estimated to be \$118,005.46, and was determined by subtracting the requested attorneys' fees
6 (\$202,125.00), the attorneys' litigation costs (\$38,418.86), the requested Incentive Awards to
7 Plaintiff Ramiro Perez (\$7,500.00) and Plaintiff Kim Balling (\$5,000.00) totaling \$12,500.00, the
8 LWDA Payment (\$15,000.00), the Prior Settlement Payment Credit (\$341,450.68), and the
9 requested Settlement Administration Costs (\$7,500.00) from the Gross Settlement Amount
10 (\$735,000.00).

11 16. One hundred seventy-five (175) Participating Class Members received Prior
12 Settlement Payments, which exceeded their Initial Share. As such, one hundred seventy-five (175)
13 Participating Class Members will not receive an Individual Settlement Payment and their Initial
14 Share will be re-distributed to Participating Class Members who did not receive a Prior Settlement
15 Payment. Forty-nine (49) Participating Class Members will be issued payment of their Individual
16 Settlement Payment.

17 17. Based upon the Net Settlement Amount of \$118,005.46 and the calculations
18 stipulated in the Settlement, the *highest* Individual Settlement Payment to be paid to a Participating
19 Class Member is estimated to be approximately \$21,840.61, the *lowest* Individual Settlement
20 Payment to be paid to a Participating Class Member is estimated to be approximately
21 \$66.18, while the *average* Individual Settlement Payment to be paid to a Participating Class
22 Member is estimated to be approximately \$2,408.27. Forty-nine (49) Participating Class Mem-
23 bers will be issued payment of their Individual Settlement Payment subject to reduction for the
24 employee's share of taxes and withholdings with respect to the wages portion of the Individual
25 Settlement Payment.

26 ///

27 ///

18. Pursuant to the Settlement, Defendant has agreed to pay the employer-side payroll taxes and withholdings on the wages portion of Individual Settlement Payments separately and apart from the Gross Settlement Amount. As of this date, and utilizing the maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$5,683.93.

SETTLEMENT ADMINISTRATION COSTS

19. Phoenix's fees and costs associated with the administration of the Settlement are \$7,500.00. 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 stating the Settlement Administrations Costs is attached hereto as **Exhibit B**.

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

Executed this 4th day of May 2022, at Orange, California.

_____
TAYLOR MITZNER

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Ramiro Perez v. Kaiser Aluminum Corporation
Los Angeles County Superior Court Case No. 18STCV06639

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Plaintiffs Ramiro Perez and Kim Balling ("Plaintiffs") and Defendant Kaiser Aluminum Fabricated Products, LLC ("Defendant"), was granted on November 1, 2021, in the case entitled *Ramiro Perez v. Kaiser Aluminum Corporation*, Los Angeles County Superior Court, Case No. 18STCV06639 (the "Action"), which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the settlement (in which case you will not receive payment under the settlement), object to the settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

"**Class**" means all current and former non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"**Class Member**" means a member of the Class.

"**Class Period**" means the time period from November 29, 2014 through March 25, 2021.

II. BACKGROUND OF THE ACTION

On November 29, 2018, Plaintiff Ramiro Perez filed a Class Action Complaint for Damages ("Original Complaint") against Defendant. On April 16, 2018, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorney Generals Act ("Amended Complaint") which, among other things added Plaintiff Kim Balling. In the Amended Complaint Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination and during employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and owes penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and 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 fully complied with all applicable federal, state, and local laws.

The parties participated in a full-day mediation session with a respected class action mediator, and as a result, thereafter reached a settlement ("Settlement Agreement").

On November 1, 2021, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrator as the administrator of the settlement (“Settlement Administrator”), Plaintiffs Ramiro Perez and Kim Balling as representatives of the Class (“Class Representatives”), and the following attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian

Arby Aiwazian

Joanna Ghosh

Lawyers for Justice, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

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 Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs 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.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Seven Hundred Thirty-Five Thousand Dollars (\$735,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the Settlement (“Participating Class Members”) is the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less all prior settlement payments previously paid by Defendant to participating Class Members in connection with prior individual agreements with them to then release claims against Defendant (“Prior Settlement Payments”) in the amount of Three Hundred Forty-One Thousand Four Hundred Fifty Dollars and Sixty-Eight Cents (\$341,450.68) together with the following settlement payments which are subject to approval by the Court: (1) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars (\$8,000) to the Settlement Administrator; (2) attorneys’ fees in an amount not to exceed 27.5% of the Gross Settlement Amount (i.e., \$202,125) and reimbursement of litigation costs and expenses in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) to Class Counsel (“Attorneys’ Fees and Costs”); (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of Fifteen Thousand Dollars (\$15,000) for its 75% portion of the PAGA Amount (“LWDA Payment”); and (4) Incentive Awards in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Ramiro Perez and an amount up to Five Thousand Dollars to Plaintiff Kim Balling (for a total of \$12,500) for their services in the Action.

Note: a total of Twenty Thousand Dollars (\$20,000) from the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% and the remaining 25% (i.e., \$25,000) will be a part of the Net Settlement Amount for distribution to Participating Class Members.

Participating Class Members will be entitled to receive payment under the Settlement of their share of the Net Settlement Amount (“Individual Settlement Payment”) based on number of weeks they were employed by Defendant in California during the Class Period (“Workweeks”). A Participating Class Member will be credited one (1) Workweek for each calendar week during the Class Period the Class Member worked at least one day, as determined by Defendant’s records.

Individual Settlement Payments will be determined by dividing the Net Settlement Amount by the total number of Workweeks for all Participating Class Members (“Total Workweeks”) and multiplying the resulting figure by the number of each Participating Class Member’s individual Workweeks during the Class Period to yield his or her “Initial Share.” The Initial Share of any Participating Class Member who received a Prior Settlement Payment (“Previously Paid Participating Class Member”) will be reduced by the amount of his or her Prior Settlement Payment to yield his or her Individual Settlement Payment. If the Prior Settlement Payment exceeds the Initial Share, his or her Individual Settlement Payment **will be equal to zero**. In no case will the amount subtracted for a Prior Settlement Payment exceed the individual Participating Class Member’s Initial Share. The Initial Share of any Participating Class member who did not receive a Prior Settlement Payment (“Unpaid Participating Class Member”) will remain unchanged. The total amount by which the Initial Shares of all Previously Paid Participating Class Members are reduced by Prior Settlement Payments will be redistributed to all Unpaid Participating Class Members on a pro rata basis (“Share Redistribution”). Each Unpaid Participating Class Member’s portion of the Share Redistribution will be added to his or her respective Initial Share to yield his or her Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as one-third (1/3) wages (which will be reported on an IRS Form W2) and two-thirds (2/3) penalties, interest, and other non-wage damages (which will be reported on IRS Form 1099, if applicable). Individual Settlement Payments will be subject to reduction for the employee’s share of payroll taxes and withholdings required under federal or state law on the wages portion of the Individual Settlement Payments, resulting in a net payment to the Participating Class Members.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s payroll records:

From November 29, 2014 through March 25, 2021, you worked «Total_Weeks» Workweeks.

A description of how Workweeks were calculated and credited to Class Members is described above in Section III.A. If you wish to dispute the number of Workweeks credited to you by the Defendant, you may submit a dispute to the Settlement Administrator. The Workweeks dispute must: (1) contain your full name, address, telephone number, signature, and the last four digits of your Social Security number; (2) contain the case name and number of the Action (*Ramiro Perez v. Kaiser Aluminum Corporation*, Case No. 18STCV06639); (3) contain an explanation clearly indicating that you wish to dispute the number of Workweeks credited you; (4) attach all supporting documentation; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **no later than April 25, 2022**.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you by the Defendant, subject to reduction for any Prior Settlement Payment you may have received.

You received a Prior Settlement Payment equal to «Prior_Set_Pmt_Amt».

Your Individual Settlement Payment is estimated to be «Est_Set_Amt».

The Individual Settlement Payment is subject to reduction for employee's share of payroll taxes and withholdings required under federal or state law on the wages portion of Individual Settlement Payments and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. You will receive an Individual Settlement Payment, which is your Individual Settlement Payment after reduction for employee's share of taxes and withholdings.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Released Claims

Upon the Effective Date, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Participating Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

"Released Claims" means any and all claims, whether known or unknown, against Defendant and the Released Parties that have been, or could have been, asserted against Defendant and the Released Parties that are or could have been alleged in the Amended Complaint, based on the facts alleged in the Amended Complaint during the Class Period. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims for: failure to provide rest breaks and associated premiums; failure to provide meal periods and associated premiums; failure to pay minimum wages and overtime wages; failure to reimburse for business expenses; failure to provide accurate wage statements; failure to maintain accurate records; failure to pay timely final wages during employment and after separation; violations of the California Business and Professions Code section 17200, *et seq.*; and civil penalties under California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code section 2698, *et seq.*

"Released Parties" means Defendant and its respective parents, subsidiaries, divisions, operating companies, joint venturers, related enterprises, staffing companies, affiliates, officers, directors, agents, insurers, reinsurers, employees, members, board members, partners, owners, shareholders, subrogors, subrogees, administrators, attorneys, or representatives and all of their predecessors, successors, and assigns.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to twenty-seven and a one-half percent (27.5%) of the Gross Settlement Amount (i.e., an amount of up to \$202,125) and reasonable litigation costs and expenses in an amount of up to Seventy-Five Thousand Dollars (\$75,000), to be paid from the Gross Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) for Plaintiff Ramiro Perez and Five Thousand Dollars for Plaintiff Kim Balling (for a total of \$12,500) as Incentive Awards to Plaintiffs in recognition of their services in connection with the Action. The Incentive Awards will be paid from the Gross Settlement Amount subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars (\$8,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Workweeks disputes, and objections to the Settlement, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and will be paid from the Gross Settlement Amount subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Releasees as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's 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.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to each Class Member who does not request exclusion (as described in section IV.B below) at his or her address that is on file with the Settlement Administrator and remain negotiable for 180 days of mailing. At the end of this period, if you do not cash this check, this money will be sent **to** the California State Controller's Office Unpaid Property Fund in your name and you may claim it there. After the 180-day period, the checks will no longer be able to be cashed.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you may seek exclusion from the Settlement by submitting a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator at the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

A Request for Exclusion must: (1) contain your full name, address, telephone number, signature, and the last four digits of your Social Security number; (2) contain the case name and number of the Action (*Ramiro Perez v. Kaiser Aluminum Corporation*, Case No. 18STCV06639); (3) contain a statement clearly indicating that you wish to be excluded from the Settlement; and (4) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than April 25, 2022**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

Class Members may object to the terms of the Settlement as long as they have not submitted a Request for Exclusion.

To object, Participating Class Members may do so by way of a written objection that contains: (1) the Participating Class Member's full name, current address, and signature (2) the case name and number of the Action (*Ramiro Perez v. Kaiser Aluminum Corporation*, Case No. 18STCV06639); (3) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Settlement; and (4) is mailed to the Settlement Administrator and postmarked **no later than April 25, 2022**. Participating Class Members may also appear at the Final Approval Hearing to object to the Settlement, whether or not they have objected in writing or notified the Parties that they intend to appear.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC12 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012, **on May 26, 2022**, at 10:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the Attorneys' Fees and Costs to Class Counsel, Incentive Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. You may also retain your own lawyer at your expense to attend on your behalf. If you wish to attend the hearing, you may appear in Court or you may attend remotely by phone or video. If you wish to appear remotely you must create an account and schedule your remote appearance by following the steps on the LACourtConnect website: <https://www.lacourt.org/lacc/>

VI. 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 Court.

You may view the Settlement Agreement and other court records in the Action at the Stanley Mosk Courthouse, located at 111 North Hill Street, Los Angeles, California 90012, during business hours.

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: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Ramiro Perez v. Kaiser Aluminum Corporation
Corte Superior del Condado de Los Ángeles, No. de caso 18STCV06639

POR FAVOR LEA ESTE AVISO DETENIDAMENTE.

Usted ha recibido el presente Aviso porque los registros del Demandado indican que podría ser elegible para participar en el acuerdo de demanda colectiva alcanzado en el caso de referencia.

No necesita hacer nada para recibir un pago del acuerdo y, a menos que solicite ser excluido del acuerdo, sus derechos legales pueden verse afectados.

El presente Aviso ha sido diseñado para informarle de sus derechos y opciones con respecto al acuerdo.

Por orden de la Corte Superior de California para el Condado de Los Ángeles (la “Corte” o “Corte Superior del Condado de Los Ángeles”), se le notifica que: se ha conseguido la aprobación preliminar de un acuerdo de demanda colectiva entre los Demandantes Ramiro Perez y Kim Balling (“Demandantes”) y el Demandado Kaiser Aluminum Fabricated Products, LLC (“Demandado”), concedida el 1º de noviembre de 2021, en el caso titulado *Ramiro Perez v. Kaiser Aluminum Corporation*, Corte Superior del Condado de Los Ángeles, No. de caso 18STCV06639 (la “Demanda”), que puede afectar a sus derechos legales.

Si usted es un Miembro de la Clase (o miembro de la Clase), no necesita hacer nada para recibir un pago del acuerdo, pero tiene la oportunidad de solicitar la exclusión del acuerdo (en cuyo caso no recibirá ningún pago en virtud del acuerdo), oponerse al acuerdo, y/o cuestionar las Semanas Laborales que le hayan sido acreditadas, si así lo decide, tal y como se explica en mayor detalle en la Sección III más abajo.

I. DEFINICIONES IMPORTANTES

“**Clase**” significa todos los empleados no exentos presentes y pasados que trabajaron para el Demandado en el Estado de California en algún momento durante el Período de la Clase.

“**Miembro de la Clase**” significa un miembro de la Clase.

“**Período de la Clase**” significa el período de tiempo comprendido entre el 29 de noviembre de 2014 y el 25 de marzo de 2021.

II. ANTECEDENTES DE LA DEMANDA

El 29 de noviembre de 2018, el Demandante Ramiro Perez interpuso una Demanda Colectiva por Daños (“Demanda Original”) e inició la Demanda contra el Demandado. El 16 de abril de 2018, los Demandantes interpusieron una Primera Demanda Enmendada por Daños y Exigibilidad de Cumplimiento en virtud de la Ley General de Abogados Privados (*Private Attorneys General Act*) (conjuntamente con la Demanda Original, las “Demandas”) mediante la cual, entre otras cosas, se agregó a la parte Demandante Kim Balling. Los Demandantes alegan que el Demandado no pagó apropiadamente salarios mínimos y salarios por horas extra, no proporcionó períodos de comida y descanso conformes con la normativa vigente y primas asociadas, no pagó a tiempo salarios tras la finalización del empleo y durante el empleo, y sanciones asociadas por tiempo de espera, no proporcionó estados salariales precisos, no mantuvo los registros salariales requeridos, y no reembolsó gastos profesionales y, en consecuencia, participó en prácticas comerciales desleales y debe sanciones en virtud del Código de Trabajo de California, Ley General de Abogados Privados de 2004 (“PAGA”). Los Demandantes solicitan, entre otras cosas, el recobro de salarios no pagados y primas por períodos de comida y descanso, restitución, sanciones, intereses y honorarios de abogados y gastos.

El Demandado niega todas las alegaciones contenidas en la Demanda o que haya violado cualquier ley, y sostiene que ha cumplido plenamente en todo momento con todas las leyes federales, estatales y locales aplicables.

Las Partes participaron en una sesión de mediación de un día completo con un respetado mediador en demandas colectivas y, como resultado, las Partes han alcanzado un acuerdo. Desde entonces, las Partes han celebrado un Acuerdo de Demanda Colectiva y Descargo (“Acuerdo” o “Acuerdo de Liquidación”).

El 1 de noviembre de 2021, la Corte dictó una orden mediante la cual se aprobaba preliminarmente el Acuerdo. La Corte ha designado a Phoenix Settlement Administrators como administrador del Acuerdo (“Administrador del Acuerdo”), a los Demandantes Ramiro Perez y Kim Balling como representantes de la Clase (“Representantes de la Clase”), y a los siguientes abogados como abogados de la Clase (“Abogados de la Clase”):

Edwin Aiwarzian

Arby Aiwarzian

Joanna Ghosh

Lawyers for Justice, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Teléfono: (818) 265-1020 / Fax: (818) 265-1021

El Acuerdo representa un compromiso y acuerdo respecto a reclamos sumamente disputados. Nada de lo contenido en el Acuerdo pretende ser interpretado ni será interpretado como una admisión por parte del Demandado de que los reclamos de la Demanda tienen fundamento ni que el Demandado tiene responsabilidad alguna hacia los Demandantes ni hacia los Miembros de la Clase. Los Demandantes y el Demandado, y sus respectivos abogados, han concluido y acordado que, en vista de los riesgos e incertidumbres asociados a un litigio continuado, el Acuerdo es justo, razonable y adecuado, y defiende los intereses de los Miembros de la Clase.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

La suma total del acuerdo es Setecientos Treinta y Cinco Mil Dólares (\$735,000) (la “Suma Bruta del Acuerdo”). La parte de la Suma Bruta del Acuerdo que está disponible para pagos a los Miembros de la Clase que no envíen solicitudes de exclusión válidas y a tiempo (“Miembros Participantes de la Clase”) es lo que se conoce por el nombre de “Suma Neta del Acuerdo”. La Suma Neta del Acuerdo será la Suma Bruta del Acuerdo menos todos los pagos anteriores efectuados previamente por el Demandado a los Miembros de la Clase en relación con acuerdos previos de descargo de reclamos contra el Demandado (“Pagos del Acuerdo Previo”) por una suma de Trescientos Cuarenta y Un Mil Cuatrocientos Cincuenta Dólares Sesenta y Ocho Centavos (\$341,450.68) y los siguientes pagos, que están sujetos a la aprobación de la Corte: (1) Gastos de Administración del Acuerdo por una suma no superior a Ocho Mil Dólares (\$8,000) para el Administrador del Acuerdo; (2) honorarios de abogados por una suma no superior al 27.5% de la Suma Bruta del Acuerdo (es decir, \$202,125) y reembolso de costos y gastos del litigio por una suma no superior a Setenta y Cinco Mil Dólares (\$75,000) para los Abogados de la Clase (“Honorarios y Gastos de Abogados”); (3) pago a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral de California (“LWDA” por sus siglas en inglés) por una suma de Quince Mil Dólares (\$15,000) por su parte del 75% de la Suma de PAGA (“Pago a la LWDA”); y (4) Asignaciones Adicionales por una suma de hasta Siete Mil Quinientos Dólares (\$7,500) para el Demandante Ramiro Perez y una suma de hasta Cinco Mil Dólares para el Demandante Kim Balling (por un total de \$12,500) por sus servicios en la Demanda.

Nota: un total de Veinte Mil Dólares (\$20,000) de la Suma Bruta del Acuerdo ha sido asignado a sanciones en virtud de la Ley General de Abogados Privados (“Suma de PAGA”), de los cuales a la LWDA se le pagará el 75% y el restante 25% (es decir, \$5,000) será parte de la Suma Neta del Acuerdo para distribución entre los Miembros Participantes de la Clase.

Los Miembros Participantes de la Clase tendrán derecho a recibir un pago en virtud del acuerdo por su parte de la Suma Neta del Acuerdo (“Pago Individual del Acuerdo”) sobre la base del número de semanas que hayan estado empleados por el Demandado en California durante el Período de la Clase (“Semanas Laborales”). A los Miembros Participantes de la Clase se les acreditará una (1) Semana Laboral por cada semana calendario durante el Período de la Clase en que el Miembro de la Clase haya trabajado al menos un día, según determinen los registros del Demandado.

Los Pagos Individuales del Acuerdo se determinarán dividiendo la Suma Neta del Acuerdo por el número total de Semanas Laborales de todos los Miembros Participantes de la Clase (“Semanas Laborales Totales”) y multiplicando la cifra resultante por el número de Semanas Laborales individuales de cada Miembro Participante de la Clase durante el Período de la Clase para llegar a su “Parte Inicial”. La Parte Inicial de cualquier Miembro Participante de la Clase que haya recibido un Pago del Acuerdo Previo (“Miembro Participante de la Clase Pagado Previamente”) se verá reducida por la suma de su Pago del Acuerdo Previo para llegar a su Pago Individual del Acuerdo. Si el Pago del Acuerdo Previo supera la Parte Inicial, su Pago Individual del Acuerdo **será igual a cero**. La suma sustraída de un Pago del Acuerdo Previo no excederá en ningún caso la Parte Inicial del Miembro Participante de la Clase individual. La Parte Inicial de cualquier Miembro Participante de la Clase que no haya recibido un Pago del Acuerdo Previo (“Miembro Participante de la Clase no Pagado”) se mantendrá inalterada. La suma total en que las Partes Iniciales de todos los Miembros Participantes de la Clase Pagados Previamente se vea reducida por los Pagos del Acuerdo Previo será redistribuida entre todos los Miembros Participantes de la Clase no Pagados de forma prorrateada (“Redistribución de Participación”). La parte de la Redistribución de Participación de cada Miembro Participante de la Clase no Pagado será agregada a su Parte Inicial respectiva para llegar a su Pago Individual del Acuerdo.

Cada Pago Individual del Acuerdo será designado como un tercio (1/3) salarios (que serán reportados en un Formulario W2 del IRS), y dos tercios (2/3) sanciones, intereses y otros daños no salariales (que serán reportados en un Formulario 1099 del IRS, si resulta aplicable). Los Pagos Individuales del Acuerdo estarán sujetos a la deducción de la parte de impuestos y retenciones salariales del empleado requeridos en virtud de la legislación federal o estatal con respecto a la parte salarial de los Pagos Individuales del Acuerdo, lo cual dará como resultado un pago neto a los Miembros Participantes de la Clase.

Si la Corte concede la aprobación final del Acuerdo, se remitirán por correo Pagos Individuales del Acuerdo a los Miembros Participantes de la Clase a la dirección que figure en los registros del Administrador del Acuerdo. **Si la dirección a la que se haya enviado el presente Aviso no es correcta, o si usted se ha mudado después de recibir el presente Aviso, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para asegurarse de que reciba cualquier pago al que pueda tener derecho.**

B. Sus Semanas Laborales sobre la base de los registros del Demandado

Según los registros salariales del Demandado:

Del 29 de noviembre de 2014 al 25 de marzo de 2021, usted trabajó «Total_Weeks» Semanas Laborales.

En la Sección III.A se incluye una descripción de la manera en que las Semanas Laborales han sido calculadas y acreditadas a los Miembros de la Clase. Si desea cuestionar el número de Semanas Laborales que le han sido acreditadas, puede enviar una disputa al Administrador del Acuerdo. La disputa de Semanas Laborales debe: (1) contener su nombre completo, dirección, número de teléfono, firma y los cuatro últimos dígitos de su número del Seguro Social; (2) contener el nombre y el número de caso de la Demanda (*Ramiro Perez v. Kaiser Aluminum Corporation*, No. de caso 18STCV06639); (3) contener una explicación indicando claramente que desea cuestionar el número de Semanas Laborales que le ha sido acreditado; (4) adjuntar toda la documentación acreditativa; y (5) ser enviada al Administrador del Acuerdo a la dirección indicada en la Sección IV.B más abajo, por correo matasellado **no más tarde del 25 de abril de 2022**.

C. Su Pago Individual Estimado del Acuerdo.

Tal y como se explica más arriba, su Pago Individual Estimado del Acuerdo se basa en el número de Semanas Laborales que le sean acreditadas, sujeto a la deducción de cualquier Pago del Acuerdo Previo que pueda haber recibido.

Usted recibió un Pago del Acuerdo Previo equivalente a «Prior_Set_Pmt_Amt».

Se estima que su Pago Individual del Acuerdo asciende a «Est_Set_Amt».

El Pago Individual del Acuerdo está sujeto a la deducción correspondiente por la parte de impuestos salariales y retenciones del empleado requeridos en virtud de la legislación estatal o federal sobre la parte salarial de los Pagos Individuales del Acuerdo, y únicamente será distribuido si la Corte aprueba el Acuerdo y después de que el Acuerdo entre en vigor. Usted recibirá un Pago Individual del Acuerdo, que es su Pago Individual del Acuerdo tras la deducción de cualquier parte de impuestos y retenciones correspondientes al empleado.

El proceso de aprobación del acuerdo puede llevar varios meses. Su Pago Individual del Acuerdo reflejado en el presente Aviso es únicamente una estimación. Su Pago Individual del Acuerdo efectivo puede ser superior o inferior.

D. Reclamos Descargados

Tras la Fecha de Efecto, se considerará que los Demandantes y todos los Miembros de la Clase que no envíen una Solicitud de Exclusión válida y a tiempo (es decir, los Miembros Participantes de la Clase del Acuerdo) han descargado, resuelto, liberado y eximido de forma completa y final, y para siempre, a las Partes Liberadas respecto a todos los Reclamos Descargados que puedan tener o haber tenido.

“Reclamos Descargados” significa cualesquiera reclamos, sean o no conocidos, contra el Demandado y las Partes Liberadas que se hayan hecho valer, o se pudieran haber hecho valer, contra el Demandado y las Partes Liberadas y que hayan sido, o pudieran haber sido, alegados en la Demanda Operativa, sobre la base de los hechos alegados en la Demanda Operativa durante el Período de la Clase. Sin limitar el alcance de lo anterior, y además de lo indicado anteriormente, los Reclamos Descargados incluyen reclamos por: no proporcionar períodos de descanso y primas asociadas; no proporcionar períodos de comida y primas asociadas, no pagar salarios mínimos y salarios por horas extra; no reembolsar gastos profesionales; no proporcionar estados salariales precisos; no mantener registros precisos; no pagar a tiempo salarios finales durante el empleo y tras el cese del mismo; violaciones del Código de Negocios y Profesiones de California, Sección 17200, *et seq*; y sanciones civiles en virtud de la Ley General de Abogados Privados de 2004 de California, Código de Trabajo de California, Sección 2698, *et seq*.

“Partes Liberadas” significa el Demandado y sus respectivas matrices, subsidiarias, divisiones, compañías operativas, sociedades conjuntas, empresas relacionadas, compañías de dotación de personal, afiliadas, ejecutivos, consejeros, agentes, aseguradoras, reaseguradoras, empleados, miembros, miembros del consejo/junta de administración, socios, propietarios, accionistas, partes cedentes de derechos de subrogación, beneficiarios de derechos de subrogación, administradores, abogados o representantes, y todos sus predecesores, sucesores y cesionarios.

E. Honorarios y Gastos del Litigio de los Abogados de la Clase

Los Abogados de la Clase solicitarán honorarios de abogados por una suma de hasta el veintisiete coma cinco por ciento (27.5%) de la Suma Bruta del Acuerdo (es decir, una suma de hasta \$202,125), y costos y gastos razonables del litigio por una suma de hasta Setenta y Cinco Mil Dólares (\$75,000), a ser pagados de la Suma Bruta del Acuerdo, sujeto a la aprobación de la Corte. Los Abogados de la Clase han estado tramitando la Demanda en nombre de los Demandantes y los Miembros de la Clase sobre la base de honorarios por contingencia (es decir, sin que se les haya pagado ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio.

F. Asignación Adicional para el Demandante

Los Demandantes solicitarán la suma de Siete Mil Quinientos Dólares (\$7,500) para el Demandante Ramiro Perez y Cinco Mil Dólares para la parte Demandante Kim Balling (por un total de \$12,500) en concepto de Asignaciones Adicionales para los Demandantes en reconocimiento a sus servicios en relación con la Demanda. Las Asignaciones Adicionales serán pagadas de la Suma Bruta del Acuerdo, sujeto a la aprobación de la Corte, y si son concedidas, serán pagadas a los Demandantes además de sus Pagos Individuales del Acuerdo a los que tengan derecho en virtud del Acuerdo.

G. Gastos de Administración del Acuerdo para el Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá Ocho Mil Dólares (\$8,000) por los gastos derivados del proceso de administración del aviso y el acuerdo, incluyendo, sin limitación, gastos de notificación a los Miembros de la Clase del Acuerdo, procesamiento de las Solicitudes de Exclusión, disputas y objeciones relacionadas con las Semanas Laborales, cálculo de los Pagos Individuales del Acuerdo y distribución de pagos y formularios fiscales en virtud del acuerdo, y será pagado de la Suma Bruta del Acuerdo, sujeto a la aprobación de la Corte.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES EN CALIDAD DE MIEMBRO DE LA CLASE?

A. Participar en el Acuerdo

Si quiere recibir dinero del Acuerdo, usted no tiene que hacer nada. Se le enviará automáticamente su Pago Individual del Acuerdo a menos que decida excluirse del Acuerdo. A menos que usted elija excluirse del Acuerdo, estará obligado por los términos del Acuerdo y cualquier sentencia que pueda ser dictada por la Corte sobre la base del mismo, y se considerará que ha descargado los Reclamos Descargados contra los Beneficiarios del Descargo tal y como se describe en la Sección III.D más arriba. En calidad de miembro de la Clase, usted no será responsable de forma separada del pago de honorarios de abogados o costos y gastos del litigio, a menos que contrate a su propio abogado, en cuyo caso será responsable de sus propios honorarios y gastos de abogados.

Si la Corte concede la aprobación final del Acuerdo, se enviarán por correo Pagos Individuales del Acuerdo a cada Miembro de la Clase que no solicite ser excluido (tal y como se describe en la Sección IV.B más abajo) a la dirección que figure en los registros del Administrador del Acuerdo, y seguirán siendo negociables durante 180 días a partir de la fecha de envío por correo. Al final de este período, si usted no cobra su cheque, este dinero será enviado al Fondo de Propiedad No Pagada de la Oficina del Interventor del Estado de California a su nombre, donde usted podrá reclamarlo. Una vez transcurrido el período de 180 días, los cheques ya no podrán ser cobrados.

B. Solicitar la exclusión del Acuerdo

Si no desea participar en el Acuerdo, debe solicitar ser excluido del Acuerdo enviando una solicitud escrita para ser excluido del Acuerdo (“Solicitud de Exclusión”) al Administrador del Acuerdo a la siguiente dirección:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

La Solicitud de Exclusión debe: (1) contener su nombre completo, dirección, número de teléfono, firma y los cuatro últimos dígitos de su número del Seguro Social; (2) contener el nombre y el número de caso de la Demanda (*Ramiro Perez v. Kaiser Aluminum Corporation*, No. de caso 18STCV06639); (3) contener una declaración indicando claramente que desea ser excluido del Acuerdo; y (4) ser enviada al Administrador del Acuerdo a la dirección indicada más abajo, por correo matasellado **no más tarde del 25 de abril de 2022.**

Si la Corte concede la aprobación final del Acuerdo, los Miembros de la Clase que envíen una Solicitud de Exclusión válida y a tiempo no tendrán derecho a ningún pago del Acuerdo, no estarán obligados por el Acuerdo (y el descargo de los Reclamos Descargados descrito en la Sección III.D más arriba), y no tendrán ningún derecho a oponerse, apelar o efectuar comentarios respecto al Acuerdo. Los Miembros de la Clase que no envíen una Solicitud de Exclusión válida y a tiempo serán considerados Miembros Participantes de la Clase y estarán obligados por todos los términos del Acuerdo, incluyendo los relativos al descargo de los Reclamos Descargados que se indica en la Sección III.D más arriba, así como cualquier sentencia que pueda ser dictada por la Corte sobre la base del mismo.

C. Oponerse al Acuerdo

Los Miembros de la Clase pueden oponerse a los términos del Acuerdo siempre y cuando no hayan enviado una Solicitud de Exclusión.

Para oponerse, los Miembros Participantes de la Clase pueden hacerlo a través de una objeción escrita que contenga: (1) el nombre completo, dirección actual y firma del Miembro Participante de la Clase; (2) el nombre y el número de caso de la Demanda (*Ramiro Perez v. Kaiser Aluminum Corporation*, No. de caso 18STCV06639); (3) una declaración de las razones específicas por las que el objetor considera que el Acuerdo es injusto o se opone al Acuerdo; y (4) debe ser enviada al Administrador del Acuerdo por correo matasellado **no más tarde del 25 de abril de 2022**. Los Miembros Participantes de la Clase también pueden comparecer en la Audiencia de Aprobación Final para oponerse al Acuerdo, independientemente de que se hayan opuesto por escrito o hayan notificado a las Partes que tienen intención de comparecer.

V. AUDIENCIA DE APROBACIÓN FINAL

La Corte celebrará una Audiencia de Aprobación Final en el Departamento SSC12 de la Corte Superior del Condado de Los Ángeles, Juzgados de Spring Street, ubicada en 312 N. Spring Street, Los Angeles, California 90012, el 26 de mayo de 2022, a las 10:30 a.m., para determinar si el Acuerdo debería ser aprobado finalmente como justo, razonable y adecuado, y si deberían concederse las solicitudes de Honorarios y Gastos de los Abogados de la Clase, Asignaciones Adicionales para los Demandantes, y Gastos de Administración del Acuerdo para el Administrador del Acuerdo.

La audiencia puede ser aplazada sin previo aviso a los Miembros de la Clase. No es necesario que usted comparezca en la Audiencia de Aprobación Final, aunque puede hacerlo si lo desea. También puede contratar a su propio abogado, corriendo con los gastos que se deriven, para que asista en su nombre. Si desea asistir a la audiencia, puede comparecer en la Corte o puede participar de forma remota por teléfono o video. Si desea comparecer de forma remota, debe crear una cuenta y programar su comparecencia remota siguiendo los pasos indicados en el sitio web de LACourtConnect: <https://www.lacourt.org/lacc/>

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Si desea conocer los términos y condiciones precisos del Acuerdo de Liquidación, debería repasar el Acuerdo de Liquidación detallado y otros documentos que están registrados en la Corte.

Puede consultar el Acuerdo de Liquidación y otros registros judiciales de la Demanda en los Juzgados de Stanley Mosk, ubicados en 111 North Hill Street, Los Angeles, California 90012, durante el horario normal de oficina.

POR FAVOR NO LLAME POR TELÉFONO A LA CORTE NI A LA OFICINA DEL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN EN RELACIÓN CON ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO TELEFÓNICO GRATUITO: (800) 523-5773, O PUEDE CONTACTAR CON LOS ABOGADOS DE LA CLASE.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	225
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	225
Subtotal Admin Only	\$8,467.50

TOTAL COSTS	\$7,500.00
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Not to Exceed

April 30, 2022

Case: Perez v. Kaiser Aluminum Corporation

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	23	\$45.00
NCOA (USPS)	\$0.15	225	\$33.75
		Total	\$818.75

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	225	\$33.75
Notice Packet & Opt-Out Form	\$0.95	225	\$213.75
Postage (up to 1 oz.)	\$0.60	225	\$135.00
Language Translation	\$1,200.00	1	\$1,200.00
		Total	\$1,897.50

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	6	\$6.00
Remail Notice Packets	\$0.95	5	\$4.75
Postage	\$0.60	5	\$3.00
Programing Undeliverables	\$50.00	1	\$50.00
		Total	\$228.75

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
		Total	\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	225	\$225.00
Estimated Postage Checks, W2 and 1099	\$0.50	225	\$112.50
Total			\$1,652.50

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

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

Total: \$8,467.50