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23 Attorneys for Plaintiffs Daisy Page and LaDonna Sanders,
24 Individually and on behalf of all others similarly situated

25
26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
27
28 **COUNTY OF LOS ALAMEDA**

29 Daisy Page and LaDonna Sanders, individually
30 and on behalf of all others similarly situated,

31
32 Plaintiffs,

33 vs.

34 Insource Performance Solutions, LLC.; Keurig
35 Dr. Pepper Inc.; and Does 1 through 20,
36 inclusive,

37 Defendants.

Case No.: RG21096367

**DECLARATION OF STEPHEN
GOMEZ REGARDING NOTICE
AND SETTLEMENT
ADMINISTRATION**

Judge: Hon. Brad Seligman

Dept.: 23

Hearing Date: April 4, 2023

Hearing Time: 3:00 p.m.

Reservation Number: A-21096367-001

1 I, **STEPHEN GOMEZ** declare the following facts to be true and c01Text and if called as a
2 witness would testify competently to the same:

3 1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris") the claims
4 administrator in the above-entitled action. My business address is 3194-C Ai_r_p ort Loop
5 Drive, Costa Mesa, CA 92626. My telephone number is (714) 824-8590. I am over twenty-
6 one years of age and authorized to make this declaration on behalf of Simpluris and myself.
7

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

13 3. Simpluris was appointed by the Court as Settlement Administrator to
14 administer the settlement in accordance with the terms of the Revised Joint Stipulation
15 Re: Class and Representative Action Settlement entered into by the parties, (the
16 "Settlement Agreement"). Simpluris has been, and if the Comt grants final approval of
17 the Settlement, will be responsible for, among other things: (a) printing and mailing in
18 English and Spanish the Notice of Class and Representative Settlement ("Class
19 Notice") (b) receiving undeliverable Class Notices; (c) receiving and validating
20 requests for exclusion, objections, or disputes; (d) calculating individual settlement
21 payments, distributing funds, and tax-reporting following final approval; (e) mailing
22 settlement checks; (f) answering questions from Class Members; and (g) performing
23 such other tasks necessary to effectuate the terms of the Settlement or as the Parties
24 mutually agree or the Court orders Simpluris to perform.
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1 4. A toll-free telephone number was included in the Class Notice for the purpose
2 of allowing the Class Members to call Simpluris and to make inquiries regarding the
3 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in
4 operation throughout the settlement process. Callers have the option to speak with a live
5 call center representative in English and Spanish during normal business hours or to leave
6 a message and receive a return call during non-business hours. The toll-free telephone
7 number included in the Class Notice was 1-833-591-3453.
8

9 5. Simpluris will also be posting the Final Order and Judgment upon approval.
10 The documents will be found on the following URL: www.simpluris.com/case-search.
11

12 6. On October 28, 2022, Simpluris received the Court-approved Class Notice.
13 The Notice advised Class Members of their right to opt out from the Settlement, object to
14 the Settlement, or do nothing, and the implications of each such action. The Class Notice
15 advised Class Members of applicable deadlines and other events, including the Final
16 Approval Hearing, and how Class Members could obtain additional information. The
17 Class Notice was pre-printed with the name and address of the Class Member and their
18 estimated payment.
19

20 7. On December 20, 2022, Counsel for Defendant provided Simpluris with a
21 mailing list ("Class List") containing the name, last known address, Social Security
22 number, and pertinent employment information during the Class Period for the Class
23 Members. The Class List contained data for two thousand one hundred eighteen (2,118)
24 Class Members.
25

26 8. The mailing addresses contained in the Class List were processed and updated
27 utilizing the National Change of Address Database ("NCOA") maintained by the U.S.
28

Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service.

In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA was utilized in connection with the mailing.

9. On January 6, 2023, after updating the mailing addresses through the NCOA, Notices were mailed via First Class Mail to two thousand one hundred eighteen (2,118) Class Members contained in the Class List. Attached hereto as **Exhibit A** is copy of the Class Notice.

10. As of this date, two hundred seventy-four (274) Class Notices were returned by the post office. For those without forwarding addresses, Simpluris attempted to find a address using Accurint, a reputable tool owned by Lexis-Nexis. Simpluris used the Class Member's name and previous address to locate a current address. Altogether, Simpluris re-mailed two hundred thirty-six (236) Class Notices to either; a new forwarding address provided by the Post Office, a newfound address using Accurint, or a forwarding address provided by the Class. Ultimately, thirty-eight (38) Class Notices were undeliverable.

11. The Net Settlement Amount available to pay Participating Class Members was determined as follows:

Gross Settlement Amount:	\$1,000,000.00
Less Attorneys' Fees (Requested)	-\$333,333.33
Less Litigation Costs (Requested)	-\$17,500.00
Less Class Rep Enhancement Awards (Requested)	-\$20,000.00
PAGA - LWDA Payment	-\$37,500.00
PAGA - Class Award	-\$12,500.00
<u>Less Settlement Administration:</u>	<u>-\$19,045.00</u>

NET SETTLEMENT FUND

\$560,121.67

12. As of today, all two thousand one hundred eighteen (2,118) Class Members will receive a settlement award. The estimated average settlement award is \$264.46, the estimated highest settlement award is \$3,497.10, and the estimate lowest award is \$12.45.

13. In addition, there are one thousand one hundred fifty-three (1,153) Class Members who will receive a PAGA Class Award. The estimated average PAGA award is \$10.84.

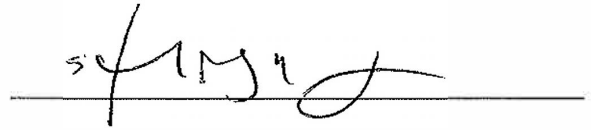
14. As of this date, Simpluris has not received any requests for exclusion from the Settlement. The deadline to submit a valid and timely request for exclusion was February 20, 2023.

15. As of this date, Simpluris has not received any disputes.

16. Class Members who wished to object were directed to file their objection with the Court and serve a copy of the objection on the attorneys for the parties. As of this date, Simpluris has not received any objections. The deadline to submit a valid and timely objection was February 20, 2023.

17. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$19,045.00. Attached hereto as **Exhibit B** is a revised bid, which accounts for the increased class from the original estimated bid. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and preparation of the necessary tax reporting on such payments.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed this 3rd day of March, 2023, in Costa Mesa,
3 California.
4

A handwritten signature in black ink, appearing to read "Stephen Gomez", is written over a horizontal line.

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6 Stephen Gomez
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EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF ALAMEDA
PLEASE READ CAREFULLY AS THIS NOTICE MAY AFFECT YOUR RIGHTS

Daisy Page and Ladonna Sanders, individually and on behalf of all others similarly situated, Plaintiffs, vs. Insource Performance Solutions, LLC; Keurig Dr. Pepper Inc.; and Does I through 20, inclusive, Defendants.	CASE NO.: RG21096367 WDGE: Honorable Brad Seligman DEPARTMENT: 23
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«I Milul I Bar codeEncoded»

«FirstName» «LastName»

«Address!» «Address2»



«City», «State» «Zip»-«ZipDPC3»

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled ***Daisy Page, et al. v. Insource Performance Solutions, LLC, et al.***, Case No. RG21096367 (the "Action"). You are receiving this notice because the records of Insource Performance Solutions, LLC ("Insource") indicate that you are a current or former Insource employee who has worked for Insource in California as a non-exempt employee during the time period of October 18, 2016 to February 28, 2022 (the "Class"). As a result, you are eligible to receive a portion of the settlement amount.

This is not a notice of a lawsuit against you. You are not being sued. Your participation in the Settlement will not affect your employment with Insource in any way whatsoever.

The Superior Court for the County of Alameda, Dept. 23 ("The Court") has ordered that this notice be sent to you because Insource's records indicate that you are a member of the Class. The purpose of this notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

II. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the \$1,000,000.00 settlement described below and be bound by the release of all claims described in Paragraphs V.D and V.E, below.*** Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void and any remaining funds will be donated to Bet Tzedek, a legal-aid, non-profit organization.

B. ***You may exclude yourself from the class action portion of the settlement, in which case you will not receive your share of the class action portion of the settlement and you will not be bound by the class action settlement, except to the extent that this settlement seeks to resolve claims under the PAGA.*** If you choose to be excluded from the class action portion of the settlement, by no later than February 20, 2023, you must send a written request for exclusion, by mail, to the Settlement Administrator, located at ***Page v. Insource Performance Solutions, LLC***, Settlement Administrator, P.O. Box 26170, Santa Ana, CA 92799, Telephone: (833) 591-3453; Fax: (714) 824-8591. In order to be considered valid, your request for exclusion ***must*** include your name, your address, a request for exclusion, and your signature; ***or***

C. ***You may object to the settlement.*** The procedures for objecting to the settlement are described below in Section VIII of this form.

III. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

In April of 2021, one current and one former employee of Insource initiated a lawsuit against Insource and Keurig Dr Pepper Inc. ("KDP") in which they alleged multiple violations of California wage-and-hour laws on a putative class-wide basis as to all current and former employees in California who were classified as non-exempt from overtime pay, including: (1) failure to pay minimum wages; (2) failure to pay overtime and doubletime wages; (3) failure to provide accurate itemized wage statements; (4) failure to reimburse all business expenses; (5) failure to pay all wages owed upon separation of employment; and (6) violation of California Business and Professions Code §§ 17200, *et seq.* Later, claims were added to seek recovery for failure to provide meal periods and rest breaks, as well as to seek civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"). The individuals who are suing Insource and KDP are referred to in this document as "Plaintiffs." The Action was litigated in state court prior to this settlement.

Insource and KDP contend that the members of the Class have been paid all monies that were due to them, maintains that they have at all times complied with California's wage-and-hour laws, and vigorously deny any wrongdoing alleged by Plaintiffs.

The Court has not ruled on whether Plaintiffs' allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Insource have negotiated a settlement whereby Insource has agreed to pay \$1,000,000.00 to resolve the matter, and Class Members will be eligible to receive a portion of this amount.

This Settlement is not an admission by Insource, KDP, or any of the Released Parties described below of any liability.

IV. WHO IS INCLUDED IN THIS CLASS ACTION?

All persons who have worked for Insource Performance Solutions, LLC as non-exempt employees in the State of California at any time during the time period of October 18, 2016 to February 28, 2022 (the "Class Period").

V. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. Insource will pay **One Million Dollars (\$1,000,000.00)** to settle the claims of all Class Members.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay from the \$1,000,000.00: (1) Plaintiffs' counsel's attorneys' fees, up to one third of the gross settlement amount estimated to be \$333,333.33; (2) Plaintiffs' costs of litigation, up to the amount of \$17,500.00; (3) The expenses of administering the settlement, up to the amount of \$20,000.00; (4) An enhancement award of up to \$10,000.00 to plaintiff Daisy Page and an enhancement award of up to \$10,000.00 to plaintiff LaDonna Sanders; and (6) A payment of \$37,500.00 to the California Labor & Workforce Development Agency, representing 75% of the \$50,000.00 allocated to the settlement of Plaintiffs' claim for civil penalties under PAGA. The remainder of the \$1,000,000.00 will be available to make individual settlement payments to Class Members.

C. The amount to be distributed to Class Members will be divided among all Class Members. The amount of money you will receive will be based on the total amount to be distributed to Class Members, after the amounts described in Paragraph IV.B, above, are deducted, divided by the number of aggregate qualified weeks worked by all Class Members for Insource during the Class Period in non-exempt roles to produce a "Weekly Settlement Value." A "qualified week" is any week in which a Class Member was employed by Insource Performance Solutions, LLC in California in a non-exempt job position during the Class Period. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for Insource Performance Solutions, LLC during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings. A "qualified week" is any week in which a Class Member was employed by Insource Performance Solutions, LLC in California in a non-exempt job position during the Class Period.

D. The amount to be distributed to PAGA Members will be divided among all PAGA Members. PAGA Members will be paid a pro rata portion of the \$12,500.00 payment allocated to the PAGA Members' portion of the \$50,000.00 allocated to the settlement of Plaintiffs' claim for civil penalties under PAGA. The amount of an individual PAGA Member's PAGA payment will be based on the number of pay periods worked by the PAGA Member for Insource as a non-exempt employee in California at any time during the time period of October 18, 2019 to February 28, 2022 (the "PAGA Period"). Because PAGA penalties can only be sought by or on behalf of the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives final approval to the settlement. Even if you exclude yourself from the class

action portion of the settlement, you will still receive your portion of the PAGA payment, will release the PAGA released claims, and will be barred from asserting any claim against Insource and any of the Released Parties pursuant to PAGA based on the PAGA released claims.

E. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release Insource Performance Solutions, LLC and Keurig Dr Pepper Inc., and each of their current and former parent companies, subsidiary companies, related companies, affiliates, partnerships, joint ventures, staffing agencies, and/or clients of Defendant at which Defendant's employees worked in California during the Class Period, and, with respect to each of them, all of their and/or such related entities' predecessors and successors, and, with respect to each such entity, all of its past, present, and future employees, officers, partners, principals, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors (the "Released Parties"), from any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities that have been asserted by Plaintiffs, or the Class Members or any of their respective heirs, executors, administrators, beneficiaries, predecessors, successors, attorneys, assigns, agents, and/or representatives arising out of any claims that were encompassed in the Action, and any claims which reasonably flow from the facts alleged in Plaintiffs' Complaint, First Amended Complaint, and/or Second Amended Complaint including, but not limited to: claims for unpaid wages (including claims for minimum wage and overtime compensation), meal and rest period premiums, unreimbursed business expenses, paid sick leave, interest, penalties (including waiting time penalties pursuant to Labor Code section 203, pay stub penalties pursuant to Labor Code section 226, and civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698, *et seq.*) ("PAGA")), claims pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.1, 248.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802, the Industrial Welfare Commission Wage Orders relating to claims for unpaid hours worked, meal periods and rest breaks, provision and maintenance of tools and equipment, deductions from wages, and recordkeeping, and claims under Business and Professions Code sections 17200, *et seq.*, claims for attorneys' fees and costs, conversion, fraud, common count, and unfair business practices (collectively, the "Released Class Claims"). Released Class Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity allegedly owed or available to the Class arising or reasonably flowing from the Complaint, First Amended Complaint, and/or Second Amended Complaint against the Released Parties for the Class Period and the PAGA Period.

VJ. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a check.

B. Thirty percent (30%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining seventy percent (70%). You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

D. The information provided to the Settlement Administrator by Defendant for each Class Member to calculate the appropriate share of the settlement is to be presumed to be correct. You may, by inquiry to the Settlement Administrator, receive basic information regarding how your share of the award was calculated.

E. If you dispute the information used to calculate your share of the settlement award, you may state the basis of your disagreement and submit documentation supporting your position to the Settlement Administrator. To be valid, this dispute must be in writing; be postmarked or fax stamped during the Out Period and returned to the Settlement Administrator at the specified address or fax telephone number stated below; and contain: (1) your full name, your signature, your address, and your telephone number; (2) the number of workweeks you contend is correct; and (3) any evidence supporting your contention. The date of the postmark on the return mailing envelope or fax stamp shall be the exclusive means used to determine whether the dispute was timely submitted. The Settlement Administrator shall make the final, non-appealable determination as to all valid workweek disputes.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on April 4, 2023, at 3:00 p.m., in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Counsel for Plaintiffs and the Class will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you choose to attend the hearing, please be aware of the Court's current COVID-19 protocols, which are available at <http://www.alameda.courts.ca.gov/Pages.aspx/COVID-19>.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you must send a letter, which you sign, saying that you object to the settlement of *Daisy Page, et al. v. Insource Performance Solutions, LLC, et al.*, Case No. RG21096367. Be sure to include the case name and case number (as shown in the preceding sentence); your name; the last four digits of your Social Security Number and/or your Insource employee ID number; your address; your telephone number; the specific reasons you object to the terms of the Settlement; and your signature. You may then mail your objection to the Settlement Administrator at *Page v. Insource Performance Solutions, LLC*, Settlement Administrator, P.O. Box 26170, Santa Ana, CA 92799, Telephone (833) 591-3453, Fax: (714) 824-8591, on or before February 20, 2023. Even if you do not make an objection to the Settlement Administrator in the time prescribed, you may still appear at the Final Fairness Hearing and make any objections known, orally. If you do not make your objection in the manner provided for in this Notice, or by appearing at the Final Fairness Hearing, you will be deemed to have waived such objection and shall forever be barred from making any objection to or appeal the fairness, reasonableness, or adequacy of the Settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as 'eCourt Public Portal,' at <https://portal.alameda.courts.ca.gov>.

After arriving at the website, click the 'Search' tab at the top of the page, then select the Document Downloads link, enter the case number and click 'Submit.' Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

If you have any questions, you can call the Settlement Administrator at (833) 591-3453 or any of Class Counsel (see below for phone numbers). You can also find additional information related to the Settlement on the Settlement Administrator's website at www.simpluris.com/case-search.

ATTORNEYS REPRESENTING THE CLASS

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ATTORNEYS REPRESENTING INSOURCE PERFORMANCE SOLUTIONS, LLC AND KEURIG DR PEPPER INC.

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Betsy Johnson
400 South Hope Street, Suite 1200, Los Angeles, California 90071

PLEASE DO NOT CALL THE COURT, INSOURCE, KDP, INSOURCE'S OR KDP'S CORPORATE OFFICES AND MANAGERS, OR INSOURCE'S AND KDP'S ATTORNEYS REGARDING THIS SETTLEMENT.

NOTIFICACION DE ACUERDO DE ACCION DE CLASE Y ACCION REPRESENTATIVA

CORTE SUPERIOR DEL ESTADO DE CALIFORNIA PARA EL CONDADO DE ALAMEDA

LEA ATENTAMENTE ESTA NOTIFICACION, YA QUE PUEDE AFECTAR SUS DERECHOS

Daisy Page y Ladonna Sanders, de manera individual y en representación de todas las demás personas en una situación similar, Demandantes, vs. Insource Performance Solutions, LLC; Keurig Dr. Pepper Inc.; y demandados no identificados del 1 al 20, inclusive, Demandados.	CASO NO.: RG21096367 JUEZ: Su Sria. Brad Seligman DEPARTAMENTO: 23
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I. ¿POR QUÉ RECIBI ESTA NOTIFICACION?

Esta notificación explica que se ha alcanzado un acuerdo en el caso *titulado Daisy Page, et al. v. Insource Performance Solutions, LLC, et al.*, Caso No. RG21096367 (la "Acción"). Usted recibió esta notificación porque los registros de Insource Performance Solutions, LLC ("Insource") indican que usted es un empleado o ex empleado de Insource que ha trabajado para Insource en California como empleado no exento durante el periodo de tiempo comprendido entre el 18 de octubre del 2016 y el 28 de febrero del 2022 (la "Clase"). Como resultado, usted es elegible para recibir una parte del importe del acuerdo.

Esta no es una notificación de una demanda contra usted. Usted no está siendo demandado. Su participación en el Acuerdo no afectará su empleo con Insource de ninguna manera.

La Corte Superior del Condado de Alameda, Departamento 23 ("la Corte") ha ordenado que se le envíe esta notificación porque los registros de Insource indican que usted es un miembro de la Clase. El propósito de la presente notificación es informarlo de la propuesta de Acuerdo de esta Acción. La notificación también tiene como fin (i) describir el Acuerdo, incluso la forma en que se asignará el dinero del Acuerdo y cómo el Acuerdo puede afectarlo, y (ii) informarle sobre sus derechos y opciones con respecto al Acuerdo.

II. ¿CUÁLES SON MIS OPCIONES?

A. ***Puede aceptar su parte del acuerdo por \$1,000,000.00 descrito a continuación y quedar obligado por la exención de todos los reclamos descritos en los Párrafos V.D y V.E a continuación.*** Las asignaciones del acuerdo se pagarán por cheque una vez que el acuerdo reciba la homologación definitiva de la Corte. Los cheques le serán enviados por correo por el Administrador del Acuerdo. Su pago será válido y negociable durante ciento ochenta (180) días a partir de la fecha de su emisión. Luego de vencido el periodo de ciento ochenta (180) días, el cheque quedará inválido y los fondos restantes serán donados a Bet Tzedek, una organización de asistencia legal sin fines de lucro.

B. ***Puede excluirse de la parte correspondiente a la acción de clase del acuerdo, en cuyo caso usted no recibirá la parte que le corresponde de la parte de acción de clase del acuerdo y no quedará obligado por el acuerdo de acción de clase, excepto en la medida en que este acuerdo busque resolver los reclamos en virtud de la PAGA.*** Si decide excluirse de la parte de acción de clase del acuerdo, a más tardar el 20 de febrero del 2023, debe enviar una solicitud de exclusión, por correo, al Administrador del Acuerdo, que se encuentra en *Page v. Insource Performance Solutions, LLC*, Settlement Administrator, P.O. Box 26170, Santa Ana, CA 92799, Teléfono (833) 591-3453, Fax: (714) 824-8591. Para que se considere válida, su solicitud de exclusión **debe** incluir su nombre, su dirección, una solicitud de exclusión y su firma; o

C. ***Puede oponerse al acuerdo.*** Los procedimientos para oponerse al acuerdo se describen a continuación en la Sección VIII de este folio.

III. ¿DE QUÉ SE TRATA EL JUICIO DE ACCION DE CLASE?

En abril del 2021, una empleada y una ex empleada de Insource entablaron un juicio contra Insource y Keurig Dr Pepper Inc. ("KDP") en el que alegaron varias violaciones de las leyes de salarios y horarios de California sobre una base de clase putativa con respecto a todos los empleados y ex empleados en California que estaban clasificados como no exentos de la paga por horas extra, que incluyen: (1) incumplimiento en el pago de salario mínima; (2) incumplimiento en el pago de salario por horas extra y doble tiempo; (3) falta de provisión de talones de cheque desglosados y conectos; (4) incumplimiento en el reembolso de todos los gastos comerciales; (5) incumplimiento en el pago de todos los salarios adeudados al momento de la desvinculación del empleo; y (6) violación de los Artículos 17200 *et seq.* del Código de Negocios y Profesiones de California. Más tarde, se agregaron reclamos para solicitar un resarcimiento por la falta de provisión de periodos de comida y de descanso, así como también para solicitar sanciones civiles de conformidad con la Ley de Procuraduría General Privada del 2004, Artículos 2698

et seq. del Código Laboral de California ("PAGA", por sus siglas en inglés). Las personas que están demandando a Insource y KDP se denominan, en este documento, las "Demandantes". La Acción fue litigada en una corte estatal antes de llegar a este acuerdo.

Insource y KDP sostienen que se les ha pagado a los miembros de la clase todo el dinero que se les adeudaba, mantienen que, en todo momento, han cumplido con las leyes de salarios y horarios de California, y niegan vigorosamente cualquier acto ilícito alegado por las Demandantes.

La Corte no se ha pronunciado respecto de si las acusaciones de la Demandante tienen fundamento legal. Sin embargo, a los fines de evitar el tiempo y el gasto que conllevaría seguir litigando, cuyo resultado final es incierto, y para proporcionar una resolución justa y razonable a esta disputa legal, las Demandantes e Insource han negociado un acuerdo según el cual Insource se ha comprometido a pagar \$1,000,000.00 para resolver el asunto, y los Miembros de la Clase serán elegibles para recibir una parte de esa suma.

Este Acuerdo no constituye una admisión de responsabilidad por parte de Insource, KDP o cualquiera de las Partes Exoneradas descritas más adelante.

IV. QUIÉNES ESTÁN INCLUIDOS EN ESTA ACCIÓN DE CLASE?

Todas las personas que han trabajado para Insource Performance Solutions, LLC como empleados no exentos en el Estado de California en cualquier momento durante el periodo de tiempo comprendido entre el 18 de octubre del 2016 y el 28 de febrero del 2022 (en adelante, el "Periodo de la Clase").

V. ¿QUÉ OFRECE EL ACUERDO PROPUESTO?

Conforme a los términos del acuerdo propuesto por las partes, si la Corte otorga la homologación definitiva, ocurrirá lo siguiente:

A. Insource pagará un millón de dólares (\$1,000,000.00) para resolver los reclamos de todos los Miembros de la Clase.

B. La Corte ha nombrado a un Administrador del Acuerdo para que administre el acuerdo. El Administrador del Acuerdo pagará lo siguiente usando el \$1,000,000.00: (1) Honorarios de los abogados de las Demandantes, de hasta un tercio del importe bruto del acuerdo, que se estiman en \$333,333.33; (2) Costas de litigación de las Demandantes, por la suma de \$17,500.00; (3) Los gastos de administración del acuerdo, hasta la suma de \$20,000.00; (4) Un aumento en el pago de hasta \$10,000.00 para la demandante Daisy Page y un aumento en el pago de hasta \$10,000.00 para la demandante LaDonna Sanders; y (6) Un pago de \$37,500.00 a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California, que representa el 75% de los \$50,000.00 asignados a la resolución del reclamo de sanciones civiles de las Demandantes en virtud de la PAGA. El importe restante de los \$1,000,000.00 estará disponible para realizar los pagos del acuerdo individuales a los Miembros de la Clase.

C. El importe a distribuir entre los Miembros de la Clase se dividirá entre todos los Miembros de la Clase. El importe de dinero que recibirá se basará en el importe total a ser distribuido a los Miembros de la Clase, después de la deducción de los importes descritos en el Párrafo IV.B, anterior, dividido por la cantidad de semanas totales calificadas trabajadas por todos los Miembros de la Clase para Insource durante el Periodo de la Clase en puestos no exentos para generar un "Valor del Acuerdo por Semana". Una "semana calificada" es toda semana en la que un Miembro de la Clase estuvo empleado por Insource Performance Solutions, LLC en California en un puesto laboral no exento durante el Periodo de la Clase. Si no elige excluirse del acuerdo, será elegible para recibir el pago del acuerdo por el importe del total de semanas calificadas que trabajó para Insource Performance Solutions, LLC durante el Periodo de la Clase multiplicado por el Valor del Acuerdo por Semana, **menos las retenciones aplicables.** Una "semana calificada" es toda semana en la que un Miembro de la Clase estuvo empleado por Insource Performance Solutions, LLC en California en un puesto laboral no exento durante el Periodo de la Clase.

D. El importe a distribuir entre los Miembros de la PAGA se dividirá entre todos los Miembros de la PAGA. Los Miembros de la PAGA recibirán una parte proporcional del pago de \$12,500.00 asignado a la porción correspondiente a los Miembros de la PAGA de los \$50,000.00 asignados a la resolución del reclamo de las Demandantes de sanciones civiles en virtud de la PAGA. El importe del pago en virtud de la PAGA de un Miembro Individual de la PAGA estará basado en el número de periodos de pago trabajados por el Miembro de la PAGA para Insource como empleado no exento en California en cualquier momento durante el periodo de tiempo comprendido entre el 18 de octubre del 2019 y el 28 de febrero del 2022 (el "Periodo de la PAGA"). Debido a que las sanciones en virtud de la PAGA solamente pueden ser procuradas por el Estado de California o en su nombre, no se puede excluir de la parte de la PAGA del acuerdo si la Corte concede la homologación definitiva al acuerdo. Incluso si se excluye de la parte de acción de clase del acuerdo, igualmente recibirá su parte del pago en virtud de la PAGA, exonerará los reclamos exonerados en virtud de la PAGA, y tendrá prohibido aseverar cualquier reclamo **contra Insource y cualquiera de las Partes Exoneradas de conformidad con la PAGA con base en los reclamos exonerados en virtud de la PAGA.**

E. Si la Corte concede la homologación definitiva del acuerdo y usted no se excluye del acuerdo, entonces exonerará a Insource Performance Solutions, LLC y a Keurig Dr Pepper Inc. y cada una de sus controlantes, subsidiarias, compañías relacionadas, afiliadas, asociaciones, emprendimientos conjuntos, agencias de dotación de personal y/o clientes, pasados y presentes, del Demandando en los que los empleados del Demandado hayan trabajado en California durante el Periodo de la Clase y, con respecto a cada uno de ellos, todos sus predecesores y sucesores y/o las de dichas entidades relacionadas, y con respecto a cada una de dichas entidades, todos sus empleados, funcionarios, socios, mandantes, directores, accionistas, propietarios, representantes, cesionarios, abogados, agentes, aseguradores, programas de beneficios de las empleados (y las fideicomisarios, administradores, fiduciarios y aseguradores de dichos programas), pasados, presentes y futuros, y cualquier otra persona que actúe par, a través de, bajo o en concierto con cualquiera de las personas o entidades indicadas en este subpárrafo, y sus sucesores (las "Partes Exoneradas") contra todos los reclamos, acciones, demandas, causas de acción, juicios, deudas, obligaciones, daños, derechos o responsabilidades que pudieran haber sido aseverados por las Demandantes, o las Miembros de la Clase, o cualquiera de sus respectivos herederos, albaceas, administradores, beneficiarios, predecesores, sucesores, abogados, cesionarios, agentes y/o representantes, que surjan de cualquier reclamo englobado en la Acción, y cualquier reclamo que pudiera razonablemente surgir de los hechos alegados en la Demanda de las Demandantes, su Primera Demanda Modificada y/o su Segunda Demanda Modificada, lo que incluye, entre otros: reclamos por salarios impagos (incluidos reclamos por salarios mínimos y compensación de horas extra), pagos complementarios por periodos de comida y de descanso, gastos comerciales no reembolsados, licencia por enfermedad paga, intereses, sanciones (incluidas sanciones por mora intencional en el pago de los montos debidos después de la desvinculación, de conformidad con el Artículo 203 del Código Laboral, sanciones relativas a los talones de cheques, de conformidad con el Artículo 226 del Código Laboral, y sanciones civiles de conformidad con la Ley de Procuraduría General Privada del 2004 del Código Laboral (Artículos 2698 *et seq.* del Código Laboral) ("PAGA")), reclamos de conformidad con los artículos 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.1, 248.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, y 2802 del Código Laboral, las Ordenes Salariales de la Comisión de Bienestar Industrial relativas a reclamos por horas trabajadas impagas, periodos de comida y de descanso, provisión y mantenimiento de herramientas y equipos, deducciones de los salarios y mantenimiento de registros, y reclamos en virtud de los Artículos 17200 *et seq.* del Código de Negocios y Profesiones, reclamos de honorarios y costas de abogados, conversión, fraude, cargos generales y prácticas comerciales desleales (en conjunto, las "Reclamos Exonerados de la Clase"). Los Reclamos Exonerados de la Clase incluyen todos los daños y perjuicios directos, indirectos, incidentales, para el cobro de una suma cierta, punitivos y ejemplares, tanto reclamados como no reclamados, restitución, intereses, gastos y honorarios, medidas judiciales de carácter prohibitivo o compulsivo, reparaciones disponibles en el sistema del *Equity* y cualquier otro recurso disponible en el sistema del *Common Law* o del *Equity* que presuntamente se deban a la Clase o estén disponibles para la Clase y que surjan razonablemente de la Demanda, de la Primera Demanda Modificada y/o de la Segunda Demanda Modificada contra las Partes Exoneradas durante el Periodo de la Clase y el Periodo de la PAGA.

VI. ¿CUALES SON LOS PROCEDIMIENTOS PARA EL PAGO?

- A. El Administrador del Acuerdo calculará su parte del acuerdo y emitirá un cheque.
- B. El treinta por ciento (30%) de su parte del acuerdo se considerará salarios, de los cuales se deducirán las retenciones impositivas ordinarias. No se realizarán deducciones impositivas del setenta por ciento (70%) restante. Se le brindarán formularios impositivos del Servicio de Impuestos Internos (IRS) para estas cantidades. Usted es responsable de pagar el importe correcto de impuestos sobre cada porción de su parte del acuerdo.
- C. Es importante que las partes tengan su dirección actual, a fin de que puedan enviarle otra correspondencia en relación con la Acción. Debe contactar al Administrador del Acuerdo para informar cualquier cambio en su dirección luego de que recibe esta Notificación. No informar un cambio de dirección podrá provocar que usted no reciba su parte del dinero del acuerdo.
- D. Se asume que la información proporcionada por el Demandado al Administrador del Acuerdo para cada Miembro de la Clase para calcular la parte adecuada del acuerdo es correcta. Puede, mediante consulta al Administrador del Acuerdo, recibir información básica acerca de cómo se calculó su parte de la adjudicación.
- E. Si disputa la información utilizada para calcular su parte de la adjudicación del acuerdo, puede indicar la justificación de su desacuerdo y enviar documentación que respalde su posición al Administrador del Acuerdo. Para que sea válida, esta disputa debe ser por escrito, tener sello postal o marca de fax con una fecha durante el Periodo de Exclusión, y enviarse al Administrador del Acuerdo a la dirección especificada o al número de fax indicado a continuación, y contener: (1) su nombre completo, su firma, su dirección y su número de teléfono; (2) el número de semanas de trabajo que usted afirma es el correcto; y (3) las pruebas que respalden su afirmación. La fecha del sello postal en el sobre de vuelta de correo o la marca de fax serán el medio exclusivo utilizado para determinar si la disputa se presentó en tiempo y forma. El Administrador del Acuerdo realizará la determinación final y no apelable con respecto a todas las disputas válidas relativas a las semanas de trabajo.

VII. AUDIENCIA SOBRE EL ACUERDO PROPUESTO

Se celebrará una audiencia de homologación definitiva ante la Corte el 4 de abril de 2023 a las 3:00 p.m. en el Departamento 23 de la Corte Superior del Condado de Alameda, ubicada en 1221 Oak Street, Oakland, CA 94612, para decidir si el acuerdo propuesto es justo, razonable y adecuado. La Corte podrá suspender o continuar la audiencia sin una notificación adicional a usted.

No es necesario que asista a la audiencia. Los Abogados de la Clase responderán a toda pregunta que pudiera tener la Corte. Sin embargo, usted puede asistir a la audiencia a su exclusivo cargo. Si decide asistir a la audiencia, infórmese sobre los protocolos de COVID-19 actuales de la Corte, que están disponibles en <http://www.alameda.courts.ca.gov/Pages.aspx/COVID-19>.

VIII. PROCEDIMIENTOS PARA Oponerse AL ACUERDO

Si considera que el Acuerdo no es justo, puede oponerse a él y decirle a la Corte que no está de acuerdo con el Acuerdo o alguna parte de él. La Corte tendrá en cuenta su punto de vista. Para oponerse, debe enviar una carta firmada por usted que indique que se opone al acuerdo de *Daisy Page, et al. v. Insource Performance Solutions, LLC, et al.*, Caso No. RG21096367. Asegúrese de incluir el nombre y el número del caso (como se muestra en la oración anterior); su nombre; las últimas cuatro dígitos de su Número de Seguro Social y/o su número de ID de empleado de Insource; su dirección; su número de teléfono; los motivos específicos por los que se opone a los términos del Acuerdo; y su firma. Luego, puede enviar su oposición por correo al Administrador del Acuerdo a *Page v. Insource Performance Solutions, LLC*, Settlement Administrator, P.O. Box 26170, Santa Ana, CA 92799, Teléfono (833) 591-3453, Fax: (714) 824-8591, antes del 20 de febrero de 2023, inclusive. Incluso si no realiza una oposición al Administrador del Acuerdo en el tiempo indicado, igualmente puede comparecer en la Audiencia de Homologación Definitiva y presentar verbalmente sus oposiciones. Si no realiza su oposición de la manera dispuesta en esta Notificación, o compareciendo en la Audiencia de Homologación Definitiva, se considerará que ha renunciado a dicha oposición y tendrá prohibido para siempre realizar cualquier oposición o apelación respecto de si el Acuerdo es justo, razonable o adecuado.

IX. EXAMINACIÓN DE LOS ESCRITOS JUDICIALES Y LAS PREGUNTAS

El escrito inicial y otros registros en esta litigación se pueden consultar en línea, en el sitio web de la Corte Superior del Condado de Alameda, conocido como "eCourt Public Portal", en <https://portal.alameda.comis.ca.gov>.

Luego de ingresar al sitio web, haga clic en la pestaña "Search" [Buscar], seleccione el enlace "Document Downloads" [Descargas de documentos], ingrese el número de caso y haga clic en "Submit" [Enviar]. Podrá ver las imágenes de cada documento presentado en el expediente de la causa por un costo mínimo. También podrá ver imágenes de cada documento en el expediente de caso sin cargo usando una de las terminales de computadora disponibles en cada sede judicial que tenga una instalación para presentaciones civiles.

Si tiene alguna pregunta, puede llamar al Administrador del Acuerdo al (833) 591-3453 o a cualquiera de los Abogados de la Clase (ver a continuación para encontrar sus números de teléfono). También puede encontrar información adicional relativa al Acuerdo en el sitio web del Administrador del Acuerdo, en www.simpluris.com/case-search.

ABOGADOS QUE REPRESENTAN A LA CLASE

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ABOGADOS QUE REPRESENTAN A INSOURCE PERFORMANCE SOLUTIONS, LLC Y A KEURIG DR PEPPER INC.

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Betsy Johnson
400 South Hope Street, Suite 1200, Los Angeles, California 90071

POR FAVOR, NO LLAME A LA CORTE, A INSOURCE, A KDP, A LAS OFICINAS Y GERENTES CORPORATIVOS DE INSOURCE O DE KDP, O A LOS ABOGADOS DE INSOURCE Y KDP CON RESPECTO A ESTE ACUERDO.

EXHIBIT B



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

Estimate #:	14414V3	Prepared By:	Michael Sutherland
Estimate Date:	2/2/2022	Direct Dial #	321.223.5067
		Email:	mSuthErladri@simpluris.com

Plaintiff Attorney
Attorney/Client: **Shigufa Saleheen**
Firm: Lebe Law
Email: <mailto:shigufa@lebelaw.com>

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Sanders v. Insource Performance Solutions: Settlement

ICellip: r.f.f.f. • \$19,045

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:	2,118	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	n/a
Mailing Document Language:	English/Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	Cy Pres	State(s):	CA
		Federal Tax Return	One

Case Setup

Website - Post Order and Settlement Agreement

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup, Posting online	\$125.00	7	\$875.00
Spanish Translation	\$0.25	4000	\$1,000.00
Database Manager - Initial Data Analysis	\$140.00	8	\$1,120.00
Total			\$2,995.00

Notification

Notice Packet: 4/5 pg Notice - Double Sided - English

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$0.90	2,118	\$1,906.20
Postage	\$0.58	2,118	\$1,228.44
NCOA/CASS/LACS	\$0.05	2,118	\$105.90
Undeliverable Processing	\$0.25	212	\$52.95
Skip Trace RUM	\$1.00	212	\$211.80
Remail Notice Packet	\$1.00	180	\$180.03
Remail	\$0.58	180	\$104.42
Remail Postage	\$0.63	180	\$113.42
Mailing Supervisor	\$50.00	3	\$150.00
Total			\$4,053.16

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/ Call Center Support	\$250.00	1	\$250.00
800 # Charges	\$0.10	60	\$6.00
Total			\$256.00



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Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	4	\$500.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	21	\$52.95
Opt Out Processing	\$2.00	21	\$42.36
Data Entry	\$50.00	2	\$100.00
Project Manager	\$125.00	4	\$500.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$1,270.31

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	5	\$700.00
Disbursement Manager - Data Validation	\$75.00	3	\$225.00
Setup Banking Account QSF	\$350.00	1	\$350.00
Print & Mail Check	\$2.00	2118	\$4,236.00
Postage	\$0.58	2118	\$1,228.44
Process Returned Checks	\$0.50	21	\$10.59
Skip Trace Search Undeliverable Checks	\$5.00	21	\$105.90
Remail Checks	\$3.00	21	\$63.54
Postage	\$0.53	21	\$11.23
QSF Account Reconciliation	\$350.00	1	\$350.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee(2022)	\$1,000.00	1	\$1,000.00
Reissuing Checks/Mailing	\$3.00	32	\$95.31
Postage	\$0.63	32	\$20.02
Disbursement Manager	\$125.00	5	\$625.00
Total			\$9,871.02



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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$600.00

Postage \$2,561.30

Total Case Costs

\$19,045.49