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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF PLACER**

MARGARET MATTHEWS, OKEEM SMITH,  
TOMAS VERDUZCO ALCALA, and DARRYL  
KNOX, as individuals and on behalf of all others  
similarly situated, and as private attorneys general,

Plaintiffs,

vs.

UNITED NATURAL FOODS WEST, INC., a  
California corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. S-CV-0046420

**DECLARATION OF KEVIN LEE WITH  
RESPECT TO NOTICE AND SETTLEMENT  
ADMINISTRATION**

Date: June 29, 2023  
Time: 8:30 a.m.  
Department: 3

Complaint Filed: March 23, 2021

1 I, Kevin Lee, declare as follows:

2 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-  
3 appointed Class Action Settlement Administrator for *Matthews et al. v. United Natural Foods West, Inc.*  
4 (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could  
5 and would testify competently to such facts.

6 2. Phoenix was selected by the Parties to provide Class Notice of the Settlement and perform  
7 class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA  
8 Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i)  
9 preparing, translating, printing, and mailing the *Notice of Class Action Settlement* (“Class Notice”); (ii)  
10 responding to inquiries from Class Members; (iii) calculating the number of weeks each Exempt Class  
11 Member worked during the period from May 11, 2019 to June 30, 2022 (“Exempt Class Period”) and each  
12 Non-Exempt Class Member worked during the period from March 23, 2017 to June 30, 2022 (“Non-  
13 Exempt Class Period”) and the number of workweeks that each PAGA Employee worked during the time  
14 period from March 23, 2020 to June 30, 2022 (“PAGA Period”); (iv) determining the validity of letters  
15 indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written  
16 objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks  
17 submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement  
18 to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them  
19 to Settlement Class Members and Individual PAGA Payments to PAGA Employees; (vii) issuing the  
20 payment to Class Counsel for attorneys’ fees and costs, the Class Representative Awards to Plaintiffs, and  
21 the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as  
22 set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

23 3. On December 16, 2022, Phoenix received a data file from Defense Counsel that contained  
24 names, last known mailing addresses, Social Security numbers, dates of employment (for Exempt  
25 employees), and workweeks for each Class Member (“Class List”) during the Class Period. The final  
26 mailing list contained four thousand one hundred thirty-two (4,132) individuals, of which three thousand  
27 eight hundred sixty-six (3,866) individuals identified as Non-Exempt Class Members and three hundred  
28

thirty-seven (337) individuals identified as Exempt Class Members, and seventy-one (71) Class were both Non-Exempt and Exempt employees.

4. On December 27, 2022, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On December 27, 2022, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all four thousand one hundred thirty-two (4,132) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, forty-five (45) Notices have been returned to Phoenix. Six (6) were returned with a forwarding address and were promptly remailed to the updated address affixed thereto. For the thirty-nine (39) 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 thirty-nine (39) Notices that were skip traced, twenty-two (22) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, seventeen (17) Notices remain undeliverable, specifically, twelve (12) are undeliverable since an updated address could not be obtained via skip trace, while five (5) are undeliverable since they were returned by the Post Office after a second mailing.

8. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was February 10, 2023.

9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was February 10, 2023.

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

11. There are four thousand one hundred thirty-two (4,132) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Non-Exempt Class Members collective total of one hundred sixty-seven

thousand two hundred thirty-four (167,234) Workweeks during the Class Period. Each Workweek is valued at approximately \$8.33. Exempt Class Members have worked a collective total of thirty-five thousand three (35,003) Workweeks during the Class Period. Each Workweek is valued at approximately \$2.10.

12. The Escalator Clause of the Settlement Agreement indicates if the actual number of workweeks during the Class Period exceeds 163,636 workweeks by more than 10% (i.e. if there are more than 180,000 workweeks), the Gross Settlement Amount shall either a) be increased on a pro rata basis equal to the percentage increase exceeding 180,000 workweeks, or b) shorten the release period to the date on which there were a total of 180,000 Non-Exempt Class Workweeks. Because the total Non-Exempt workweeks did not exceed 180,000, the Escalator Clause was not effectuated.

13. The Net Settlement Amount of \$1,393,417.60 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$916,666.67), and Class Counsel costs (\$17,827.96), requested Class Representative Awards to Plaintiffs Matthews, Smith, Alcalá, and Knox for \$10,000.00 each (totaling \$40,000.00), the PAGA Amount (\$275,000.00), and the requested Settlement Administration Costs (\$33,750.00) from the Gross Settlement Amount (\$2,750,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Non-Exempt Class Payment to be paid is approximately \$1,399.80, the lowest Individual Non-Exempt Class Payment to be paid is approximately \$8.33, while the average Individual Non-Exempt Class Payment to be paid is approximately \$360.43. The highest Individual Exempt Class Payment to be paid is approximately \$343.00, the lowest Individual Exempt Class Payment to be paid is approximately \$0.29, while the average Individual Exempt Class Payment to be paid is approximately \$217.62. Settlement Class Members will be issued payment of their Individual Class Payment subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment.

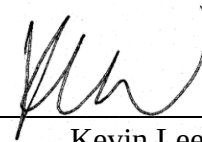
15. Additionally, \$275,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$206,250.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$68,750.00, of which shall be paid to all current and former hourly Non-Exempt individuals who are or were employed by Defendant during the PAGA Period. There are three thousand five hundred three (3,503) PAGA

1 Employees who worked a total of one hundred fifty-six thousand nine hundred thirty-six (156,936)  
2 workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately  
3 \$52.13, and the average Individual PAGA Payment to be paid is approximately \$18.38.

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

6 17. Phoenix's costs associated with the administration of this matter are \$33,750.00. This  
7 includes all costs incurred to date, as well as estimated costs involved in completing the settlement  
8 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

9  
10 I declare under penalty of perjury of the laws of the State of California that the foregoing is true  
11 and correct. Executed on June 5, 2023, at Orange, California.

12  
13   
14

Kevin Lee

## **Exhibit A**

*This notice is being sent pursuant to court order. This is not a solicitation from a lawyer.*

## NOTICE OF CLASS ACTION SETTLEMENT

*Margaret Matthews et al. v. United Natural Foods West, Inc.*

Superior Court of the State of California for the County of Placer Case No. S-CV-0046420

If you were employed by United Natural Foods West, Inc. in California either (i) as an exempt employee from May 11, 2019, through June 30, 2022; or (ii) as an hourly paid, non-exempt employee and paid sick pay wages from March 23, 2017 through June 30, 2022, or as an hourly-paid, non-exempt employee from October 5, 2019 through June 30, 2022, then you could receive a payment from a class action settlement.

**Read this notice carefully, as your legal rights could be affected whether you act or not.**

The Superior Court of the State of California for the County of Placer (the “Court”) has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and representative action under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) filed by Plaintiffs Margaret Matthews, Okeem Smith, Tomas Verduzco Alcala, and Darryl Knox against Defendant, United Natural Foods West, Inc., which has been designated Case No. S-CV-0046420 (the “Action”).

- The Action alleges claims for (i) unreimbursed expenses, (ii) underpaid sick pay wages, (iii) unpaid wages and overtime, (iv) failure to provide meal and rest periods, (v) underpayment of the additional hour of regular rate wages for meal and rest period premiums, (vi) untimely payment of wages, and (vii) noncompliant wage statements. On that basis, the Action pursues class action and PAGA claims.
- Defendant denies Plaintiffs’ allegations and maintains it has fully complied with the law. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- This class action is separate from a prior class action, *Cortez v. United Natural Foods, Inc.*, N.D. Cal. Case No. 5:18-cv-04603. If the Court grants final approval of the class action settlement, it would provide cash payments to Class Members, based on the number of relevant weeks that they worked from May 11, 2019, through June 30, 2022 (the “Exempt Class Period”), from March 23, 2017, through June 30, 2022 (the “Sick Pay Period”), from October 5, 2019, through June 30, 2022 (the “Post-Cortez Period”), and from March 23, 2020, through June 30, 2022 (the “PAGA Period”).
- Based on Defendant’s records, you worked «Total\_Weeks» relevant Class Period weeks and «PAGA\_Work\_Weeks» relevant PAGA Period weeks, and an *estimate* of the amount that could be allocated to you is «Est\_Set\_Amt». Whether you receive a payment depends on whether the Court grants final approval of the class action settlement and approves the PAGA settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you have opted out of the class action settlement.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT: |                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                                              | You do not have to do anything. If you do nothing and the Court grants final approval of the class action settlement, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the Settlement.                       |
| <b>OPT OUT</b>                                                 | You may opt out of the class action settlement by submitting a Request for Exclusion. If you opt out, you may not object to the class action settlement, will not be eligible to receive an Individual Class Payment, and will not be bound by the class action release provisions of the Settlement. |

### NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:****OBJECT**

You may object to the class action settlement by submitting a written objection. If you object and the Court grants final approval of the class action settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the settlement.

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT  
AS TO THE MERITS OF THE CLAIMS.****1. Why Did I Receive This Notice?**

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendant’s records show that you were employed by Defendant in California either (i) as an exempt employee from May 11, 2019, through June 30, 2022; or (ii) as an hourly paid, non-exempt employee and paid sick pay wages from March 23, 2017 through June 30, 2022, or as an hourly-paid, non-exempt employee from October 5, 2019 through June 30, 2022. As a Class Member, you may be entitled to share in the funds to be made available for the class action settlement. As a PAGA Employee, you may be entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement preliminarily approved by the Court would affect Settlement Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court finally approves the Settlement, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminary approved Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel. Based on their investigation and evaluation, they are of the opinion that the terms of Settlement are fair, reasonable, adequate, and in the best interests of Class Members. The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”). You may obtain a copy of the Agreement from Phoenix Settlement Administrators, a neutral third-party appointed by the Court to administer the settlement (the “Administrator”).

**2. What Is the Action About?**

On March 23, 2021, and on behalf of a putative class of current and former employees and as a proxy for the State of California pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Plaintiff Matthews initiated this wage-and-hour lawsuit. In the operative Second Amended Complaint, Plaintiffs Smith, Alcalá, and Knox join Plaintiff Matthews in pursuing class and representative action claims for (i) unreimbursed expenses, (ii) underpaid sick pay wages, (iii) unpaid wages and overtime, (iv) failure to provide meal and rest periods, (v) underpayment of the additional hour of regular rate wages for meal and rest period premiums, (vi) untimely payment of wages, and (vii) noncompliant wage statements.

Defendant denied and continues to deny (i) all of the allegations made by Plaintiff, (ii) that it violated any applicable laws, or (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

**3. What Are the Payments Under the Settlement?**

Defendant agrees to pay a Gross Settlement Amount of \$2,750,000.00, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Awards, PAGA Penalty Funds, and Individual Settlement Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (e.g., printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) Class Representative Awards to Plaintiffs both for their efforts in prosecuting the Action for Class Members and for Plaintiffs’ additional general release of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund. The remaining amount would be the Net Settlement Amount.

**NOTICE OF CLASS ACTION SETTLEMENT**

*Questions? Please contact the Administrator at (800) 523-5773*

**Individual Settlement Payments:** Individual Class Payments shall be distributed to Settlement Class Members and Individual PAGA Payments shall be distributed to PAGA Employees, respectively, without the need to submit a claim form. Allocations for amounts payable to Settlement Class Members and PAGA Employees will be based on the number of relevant weeks they received as reflected in Defendant's records.

The PAGA Penalty Fund will be \$275,000.00, and pursuant to statute, 75% of the PAGA Penalty Fund (or \$206,250.00) would constitute the LWDA Payment, and 25% of the PAGA Penalty Fund shall be payable to PAGA Employees based on the number of weeks worked by the PAGA Member as a percentage of the weeks worked by all PAGA Employees during the PAGA Period.

5.0% of the Net Settlement Amount is to be allocated to Settlement Class Members who are members of the Exempt Class as Individual Class Payments. Each Settlement Class Member who is a member of the Exempt Class will be allocated an equal share of this allocation to the Exempt Class. These Individual Class Payments shall be subject to IRS Form 1099 reporting.

The remainder of the Net Settlement Amount is to be allocated to Settlement Class Members who are members of the Non-Exempt Class as Individual Class Payments. Each Settlement Class Member who is a member of the Non-Exempt Class shall be allocated pro rata based on the total number of workweeks the Settlement Class Member (i) worked during the Post-Cortez Period and/or (ii) was paid sick pay wages during the Sick Pay Period. 20% of these Individual Class Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of these Individual Class Payments shall be subject to IRS Form 1099 reporting.

Through this settlement, each Settlement Class Member and PAGA Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Class Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Class Member.

**Attorneys' Fees and Costs Award:** You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$916,666.67) and (b) litigation costs, which will not exceed \$40,000.00.

**Class Representative Award:** Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiffs' Individual Class Payment and Individual PAGA Payment. Class Counsel intends to request that the Court approve a Class Representative Award of \$10,000.00 for each Plaintiff's efforts in prosecuting the Action for Class Members and for each Plaintiff's additional general release of claims inapplicable to Class Members.

**Administration Costs:** Class Counsel intends to request that the Court approve Administration Costs of up to \$37,500.00, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and

**All Payments Subject to Court Approval:** The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments. distributing all payments under the Settlement.

#### **4. What Do I Release Under the Settlement?**

If the Court grants final approval of the class action settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant, its current and former officers, directors, shareholders, employees and agents (in their individual and representative capacities), and its divisions, parent, affiliated, predecessor, successor, subsidiary and other related companies (a "Released Party") from certain claims. Settlement Class Members who are members of the Exempt Class release only claims during the Exempt Class Period based on Labor Code section 2802 as alleged in the Action or that could have been alleged based on the facts pleaded in the Action. Other Settlement Class

Members release Defendant and each Released Party from claims during the Sick Pay Period and the Post-Cortez Period that were alleged in the Action or that could have been alleged based on the facts pleaded in the Action.

This means that, if you do not timely and formally exclude yourself from the class action settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Upon approval, all PAGA Employees and the California Labor & Workforce Development Agency fully release Defendant and each Released Party from any and all claims during the PAGA Period for civil penalties that were alleged in the Action or that could have been alleged based on the facts pleaded in the Action.

## **5. How Do I Object to the Class Action Settlement?**

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Class Payment and Individual PAGA Payment if the Court grants final approval of the class action settlement and approves the PAGA settlement.

If you want to object to the class action settlement, you may appear at the final approval hearing to object to the class action settlement. Alternatively, you must take the steps below:

- (1) You must mail a written statement to the Administrator listed below.
- (2) The written statement must include: your name, address, last four digits of your Social Security number, and the basis for your objection.
- (3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (4) The written statement must be postmarked by February 10, 2023.

If you object, you will remain bound by the class action settlement if finally approved and bound by the PAGA settlement if approved. If you do not want to be bound by the class action settlement if finally approved, you must opt out of the class action settlement. Regardless of whether you object to the class action settlement, you will be bound by the PAGA settlement if approved.

## **6. How Do I Opt Out of the Class Action Settlement?**

If you do not want to participate in the class action settlement, you may opt out of the class action settlement. If you opt out of the class action settlement, you may not object to the class action settlement, will not receive any Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.

In order to opt out, you MUST express your desire to be excluded from the class action settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion," include your name, current address, current telephone number, and last four digits of your Social Security Number. Any such Request for Exclusion must be postmarked by February 10, 2023.

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

## 7. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

|                                                                                                                              |                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Administrator:</b><br>Phoenix Settlement Administrators<br>P.O. Box 7208<br>Orange, CA 92863<br>Telephone: (800) 523-5773 | <b>Class Counsel:</b><br>DIVERSITY LAW GROUP, P.C.<br>Larry W. Lee<br>( <a href="mailto:lwlee@diversitylaw.com">lwlee@diversitylaw.com</a> )<br>Simon L. Yang<br>( <a href="mailto:sly@diversitylaw.com">sly@diversitylaw.com</a> )<br>515 S. Figueroa St., Suite 1250<br>Los Angeles, California 90071<br>Telephone: (213) 488-6555 | BLUMENTHAL NORDREHAUG<br>BHOWMIK DE BLOUW LLP<br>Kyle R. Nordrehaug ( <a href="mailto:kyle@bamlawca.com">kyle@bamlawca.com</a> )<br>Aparajit Bhowmik ( <a href="mailto:aj@bamlawca.com">aj@bamlawca.com</a> )<br>2255 Calle Clara<br>La Jolla, California 92037<br>Telephone: (858) 551-1223 |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THE SETTLEMENT**

*Este aviso se envía en cumplimiento de una orden judicial. No se trata de una solicitud de un abogado.*

## NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA

*Margaret Matthews y otros contra United Natural Foods West, Inc.*

Tribunal Superior del Estado de California para el Condado de Placer Caso n° S-CV-0046420

Si usted fue empleado por United Natural Foods West, Inc. en California ya sea (i) como empleado exento desde el 11 de mayo de 2019 hasta el 30 de junio de 2022; o (ii) como empleado no exento pagado por hora y con salario por enfermedad desde el 23 de marzo de 2017 hasta el 30 de junio de 2022, o como empleado no exento pagado por hora desde el 5 de octubre de 2019 hasta el 30 de junio de 2022, entonces podría recibir un pago de un acuerdo de demanda colectiva.

### **Lea atentamente este aviso, ya que sus derechos legales podrían verse afectados tanto si actúa como si no.**

El Tribunal Superior del Estado de California para el Condado de Placer (el "Tribunal") ha aprobado de forma preliminar un Acuerdo que podría afectar a sus derechos. El Acuerdo propuesto resuelve una demanda colectiva y una demanda representativa en virtud de la Ley de Abogados Generales Privados del Código Laboral de 2004 ("PAGA") presentada por los demandantes Margaret Matthews, Okeem Smith, Tomas Verduzco Alcala y Darryl Knox contra el demandado, United Natural Foods West, Inc. la cual ha sido designada Caso No. S-CV-0046420 (la "Acción").

- La Acción alega reclamaciones por (i) gastos no reembolsados, (ii) salarios por enfermedad mal pagados, (iii) salarios y horas extraordinarias no pagadas, (iv) incumplimiento de los periodos de comida y descanso, (v) pago insuficiente de la hora adicional del salario regular por primas de periodos de comida y descanso, (vi) pago inoportuno de salarios, y (vii) declaraciones salariales no conformes. Sobre esta base, la acción persigue demandas colectivas y PAGA.
- El Demandado niega las alegaciones de los Demandantes y mantiene que ha cumplido plenamente con la ley. Al aceptar el Acuerdo, el Demandado no admite en modo alguno ninguna violación de la ley ni responsabilidad alguna ante el Demandante u otros y niega expresamente toda responsabilidad de este tipo. Tanto el Demandante como el Demandado han aceptado el Acuerdo a la luz de todos los hechos y circunstancias conocidos, incluida la incertidumbre asociada al litigio.
- Esta demanda colectiva es independiente de una demanda colectiva anterior, *Cortez v. United Natural Foods, Inc.*, N.D. Cal. Caso N° 5:18-cv-04603. Si el Tribunal concede la aprobación final del acuerdo de la demanda colectiva, proporcionaría pagos en efectivo a los miembros de la demanda colectiva, basados en el número de semanas relevantes que trabajaron desde el 11 de mayo de 2019 hasta el 30 de junio de 2022 (el "Período de la demanda colectiva exenta"), desde el 23 de marzo de 2017 hasta el 30 de junio de 2022 (el "Período de pago por enfermedad"), desde el 5 de octubre de 2019 hasta el 30 de junio de 2022 (el "Período posterior a Cortez"), y desde el 23 de marzo de 2020 hasta el 30 de junio de 2022 (el "Período PAGA").
- En base a los registros del Demandado, usted trabajó «Total\_Weeks» semanas relevantes del Periodo de la demanda colectiva y «PAGA\_Work\_Weeks» semanas relevantes del Periodo PAGA, y una *estimación* de la cantidad que se le podría asignar es de «Est\_Set\_Amt». Que usted reciba o no un pago depende de si el Tribunal concede la aprobación final del acuerdo de demanda colectiva y aprueba el acuerdo PAGA, y la cantidad que usted reciba finalmente depende de los términos que el Tribunal apruebe finalmente y de si usted ha optado por no participar en el acuerdo de demanda colectiva.

### **SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO DE DEMANDA COLECTIVA:**

|                      |                                                                                                                                                                                                                                                                                                              |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NO HACER NADA</b> | Usted no tiene que hacer nada. Si no hace nada y el Tribunal concede la aprobación definitiva del acuerdo de demanda colectiva, seguirá siendo elegible para recibir automáticamente un Pago colectivo individual y quedará vinculado por las disposiciones de exención de la demanda colectiva del Acuerdo. |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA**

*¿Tiene preguntas? Póngase en contacto con el administrador llamando al (800) 523-5773*

| <b>SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO DE DEMANDA COLECTIVA:</b> |                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EXCLUIRSE DE FORMA VOLUNTARIA</b>                                         | Puede optar por excluirse del acuerdo de demanda colectiva presentando una Solicitud de Exclusión. Si opta por la exclusión, no podrá objetar al acuerdo de demanda colectiva, no tendrá derecho a recibir un Pago colectivo individual y no estará obligado por las disposiciones de exención de la demanda colectiva del Acuerdo.                                                    |
| <b>OBJETAR</b>                                                               | Puede objetar al acuerdo de demanda colectiva presentando una objeción por escrito. Si se opone y el Tribunal concede la aprobación definitiva del acuerdo de demanda colectiva a pesar de su objeción, seguirá siendo elegible para recibir automáticamente un pago colectivo individual y quedará vinculado por las disposiciones de liberación de la demanda colectiva del acuerdo. |

**ESTE AVISO NO ES UNA EXPRESIÓN DE NINGUNA OPINIÓN DEL TRIBUNAL  
EN CUANTO AL FONDO DE LAS RECLAMACIONES.**

**1. ¿Por qué he recibido este aviso?**

Usted está recibiendo este Aviso de acuerdo de demanda colectiva (el "Aviso") porque los registros del Demandado muestran que usted fue empleado por el Demandado en California ya sea (i) como empleado exento desde el 11 de mayo de 2019 hasta el 30 de junio de 2022; o (ii) como empleado no exento pagado por hora y remunerado por enfermedad desde el 23 de marzo de 2017 hasta el 30 de junio de 2022, o como empleado no exento pagado por hora desde el 5 de octubre de 2019 hasta el 30 de junio de 2022. Como Miembro de la demanda colectiva, puede tener derecho a participar en los fondos que se pondrán a disposición para el acuerdo de la demanda colectiva. Como Empleado PAGA, puede tener derecho a participar en los fondos que se pondrán a disposición para el acuerdo PAGA.

Debido a que el Acuerdo preliminarmente aprobado por el Tribunal afectaría a los derechos legales de los Miembros del Grupo del Acuerdo, el Tribunal ordenó que se le enviara este Aviso. Este Aviso proporciona una breve descripción de la Acción, le informa de los términos del Acuerdo aprobados preliminarmente por el Tribunal y le informa de sus derechos legales con respecto al Acuerdo. Si el Tribunal aprueba finalmente el Acuerdo, éste resolverá completamente la Acción, y sus derechos legales pueden verse afectados por el Acuerdo.

El Tribunal ha aprobado preliminarmente a Larry W. Lee y Simon L. Yang de Diversity Law Group, P.C. y a Norman B. Blumenthal, Kyle R. Nordrehaug y Aparajit Bhowmik de Blumenthal Nordrehaug Bhowmik De Blouw LLP como Abogados del Grupo. Basándose en su investigación y evaluación, opinan que los términos del Acuerdo son justos, razonables, adecuados y en el mejor interés de los Miembros del grupo. Los términos de la Conciliación se exponen detalladamente en la Estipulación Conjunta de Demanda Colectiva y Conciliación PAGA ("Acuerdo"). Puede obtener una copia del Acuerdo a través de Phoenix Settlement Administrators, un tercero neutral designado por el Tribunal para administrar el acuerdo (el "Administrador").

**2. ¿De qué trata la acción?**

El 23 de marzo de 2021, y en nombre de una clase putativa de empleados actuales y anteriores y como representante del Estado de California de conformidad con la Ley de Abogados Generales Privados del Código Laboral de 2004 ("PAGA", por sus siglas en inglés), el Demandante Matthews inició esta demanda por salarios y horas. En la Segunda Demanda Enmendada operativa, los Demandantes Smith, Alcalá y Knox se unen al Demandante Matthews en la prosecución de demandas colectivas y representativas por (i) gastos no reembolsados, (ii) salarios insuficientemente pagados por enfermedad, (iii) salarios y horas extras no pagadas, (iv) falta de provisión de periodos de comida y descanso, (v) pago insuficiente de la hora adicional del salario regular por primas de periodos de comida y descanso, (vi) pago inoportuno de salarios, y (vii) declaraciones de salarios no conformes.

**NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA**

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El Demandado negó y continúa negando (i) todas las alegaciones realizadas por el Demandante, (ii) que haya violado cualquier ley aplicable, o (iii) que sea responsable o deba daños, sanciones u otras compensaciones o remedios a nadie con respecto a los supuestos hechos o reclamaciones afirmados en la Acción. No obstante, sin admitir ni conceder responsabilidad o acto ilícito alguno, el Demandado ha acordado llegar a un acuerdo en la Acción, para evitar la carga, el gasto y la incertidumbre de continuar con la Acción.

### 3. ¿Cuáles son los pagos en virtud del acuerdo?

El Demandado acuerda pagar un Monto Bruto del Acuerdo de \$2,750,000.00, que incluye cualquier Costo de Administración, Adjudicación de Honorarios y Costos de Abogados, Adjudicaciones de Representantes de la Clase, Fondos de Penalización PAGA y Pagos Individuales del Acuerdo otorgados por el Tribunal. El Tribunal puede aprobar el pago de (i) Costes de Administración al Administrador para administrar el acuerdo (por ejemplo, impresión, distribución o seguimiento de las Notificaciones, distribución de pagos, etc.); (ii) una Compensación por Honorarios y Costes de Abogados a los Abogados del Grupo por el litigio y la resolución de la Demanda; (iii) Compensaciones a los Representantes del Grupo a los Demandantes tanto por sus esfuerzos en la tramitación de la Demanda para los Miembros del Grupo como por la liberación general adicional de los Demandantes de las reclamaciones inaplicables a los Miembros del Grupo; y (iv) un Fondo de Penalizaciones PAGA. La cantidad restante sería el Importe Neto del Acuerdo.

**Pagos Individuales del Acuerdo:** Los Pagos Individuales del Grupo se distribuirán a los Miembros del Grupo del Acuerdo y los Pagos Individuales PAGA se distribuirán a los Empleados PAGA, respectivamente, sin necesidad de presentar un formulario de reclamación. Las asignaciones de las cantidades pagaderas a los Miembros de la Clase del Acuerdo y a los Empleados PAGA se basarán en el número de semanas relevantes que recibieron, tal y como se refleja en los registros del Demandado.

El Fondo de Penalización PAGA será de \$275,000.00, y de acuerdo con los estatutos, el 75% del Fondo de Penalización PAGA (o \$206,250.00) constituiría el Pago LWDA, y el 25% del Fondo de Penalización PAGA será pagadero a los Empleados PAGA basado en el número de semanas trabajadas por el Miembro PAGA como porcentaje de las semanas trabajadas por todos los Empleados PAGA durante el Periodo PAGA.

El 5,0% del Importe Neto del Acuerdo se asignará a los Miembros del Grupo del Acuerdo que sean miembros del Grupo Exento como Pagos Individuales del Grupo. A cada Miembro de la Clase del Acuerdo que sea miembro de la Clase Exenta se le asignará una parte igual de esta asignación a la Clase Exenta. Estos Pagos Individuales del Grupo estarán sujetos a la presentación del formulario 1099 del IRS.

El resto del Monto Neto del Acuerdo se asignará a los Miembros de la Clase del Acuerdo que sean miembros de la Clase No Exenta como Pagos Individuales de la Clase. A cada Miembro de la Clase del Acuerdo que sea miembro de la Clase No Exenta se le asignará prorrateado en base al número total de semanas laborales que el Miembro de la Clase del Acuerdo (i) trabajó durante el Período Post-Cortez y/o (ii) se le pagaron salarios por enfermedad durante el Período de Pago por Enfermedad. El 20% de estos Pagos Individuales del Grupo se asignarán a salarios y estarán sujetos a la declaración del Formulario W-2 del IRS; el resto de estos Pagos Individuales del Grupo estarán sujetos a la declaración del Formulario 1099 del IRS.

A través de este acuerdo, cada Miembro del Grupo del Acuerdo y Empleado PAGA aceptará ser el único y legalmente responsable del pago de todos los demás impuestos aplicables sobre sus respectivos Pagos Individuales del Grupo y Pagos Individuales PAGA e indemnizará y eximirá a las Partes de cualquier reclamación o responsabilidad por impuestos, sanciones o intereses que surjan como resultado de los pagos.

Todos los cheques de liquidación no cobrados o no entregables caducarán 180 días después de la fecha del matasellos de su envío inicial. Transcurridos 180 días, el Administrador contabilizará el valor de la suma de todos los cheques caducados. El Administrador dirigirá el principal de los cheques caducados de conformidad con la Orden de Aprobación Definitiva. Las Partes solicitarán que el Tribunal ordene que el principal de cualquier cheque vencido sea transferido al Fondo de Propiedad No Reclamada del Estado de California a nombre del Miembro de la Clase.

**Adjudicación de honorarios de abogados y costas:** Usted no necesita pagar individualmente ninguna porción de los honorarios y costos de los abogados del Abogado de la Clase. Cualquier pago por dichos honorarios y costos de abogados será determinado por el Tribunal. Los Abogados del Grupo tienen la intención de solicitar que el Tribunal apruebe una Adjudicación de Honorarios y Costas de Abogados por un importe de (a) el 33⅓% del Importe Bruto del Acuerdo (o \$916,666.67) y (b) las costas procesales, que no excederán de \$40,000.00.

**Adjudicación del Representante de la Clase:** Cualquier Adjudicación del Representante de la Clase será determinada por el Tribunal y sería suplementaria al Pago Individual de la Clase y al Pago Individual PAGA de los Demandantes. Los Abogados de la Clase tienen la intención de solicitar que el Tribunal apruebe una Adjudicación del Representante de la Clase de \$10,000.00 por los esfuerzos de cada Demandante en la prosecución de la Acción para los Miembros de la Clase y por la liberación general adicional de cada Demandante de las reclamaciones inaplicables a los Miembros de la Clase.

**Costes de Administración:** Los Abogados del Grupo tienen la intención de solicitar que el Tribunal apruebe unos Costes de Administración de hasta \$37,500.00, pagaderos al Administrador por administrar el acuerdo, incluyendo, pero sin limitarse a, la impresión, distribución o seguimiento de las Notificaciones, el suministro de cualquier formulario de impuestos requerido, el procesamiento de cualquier pago de impuestos requerido, o la presentación de informes, y el cálculo y la

**Todos los pagos están sujetos a la aprobación del Tribunal:** Los pagos arriba mencionados se efectuarán si y sólo si el Tribunal concluye que el acuerdo es razonable, justo y adecuado para la Clase. El Tribunal podrá ajustar los importes de determinados pagos. distribuir todos los pagos en virtud del Acuerdo.

#### 4. ¿Qué libero en virtud del acuerdo?

Si el Tribunal otorga la aprobación final de la conciliación de la demanda colectiva y concluye que es razonable, justa y adecuada para los Miembros de la Clase, los Miembros de la Clase de la Conciliación liberarán a la Demandada, a sus funcionarios, directores, accionistas, empleados y agentes actuales y anteriores (en sus capacidades individuales y representativas), y a sus divisiones, empresas matrices, afiliadas, predecesoras, sucesoras, subsidiarias y otras empresas relacionadas (una "Parte Exonerada") de ciertas reclamaciones. Los Miembros de la Clase del Acuerdo que son miembros de la Clase Exenta liberan únicamente de las reclamaciones durante el Período de la Clase Exenta basadas en la sección 2802 del Código Laboral según se alega en la Acción o que podrían haberse alegado en base a los hechos alegados en la Acción. Los demás Miembros de la Clase del Acuerdo eximen al Demandado y a cada Parte Exonerada de las reclamaciones durante el Período de Pago por Enfermedad y el Período Post-Cortez que se alegaron en la Acción o que podrían haberse alegado en base a los hechos alegados en la Acción.

Esto significa que, si no se excluye oportuna y formalmente del acuerdo de demanda colectiva, no podrá demandar, continuar demandando ni ser parte de ninguna otra demanda contra el Demandado sobre las cuestiones legales resueltas por este Acuerdo. También significa que todas las órdenes del Tribunal en esta Acción se aplicarán a usted y le vincularán legalmente.

Tras su aprobación, todos los Empleados PAGA y la Agencia de Desarrollo Laboral y Fuerza de Trabajo de California liberan plenamente al Demandado y a cada Parte Exonerada de todas y cada una de las reclamaciones durante el Período PAGA por sanciones civiles que se alegaron en la Acción o que podrían haberse alegado basándose en los hechos alegados en la Acción.

#### 5. ¿Cómo puedo oponerme al acuerdo de demanda colectiva?

Si desea participar en el Acuerdo, no tiene que hacer nada y no tiene que comparecer en la audiencia de aprobación definitiva ante el Tribunal. Recibirá automáticamente su Pago colectivo individual y su Pago PAGA individual si el Tribunal concede la aprobación definitiva del Acuerdo de demanda colectiva y aprueba el Acuerdo PAGA.

Si desea oponerse al acuerdo de demanda colectiva, puede comparecer en la audiencia de aprobación definitiva para oponerse al acuerdo de demanda colectiva. Alternativamente, deberá seguir los pasos que se indican a continuación:

- (1) Debe enviar por correo una declaración escrita al administrador indicado a continuación.
- (2) La declaración escrita debe incluir: su nombre, dirección, los cuatro últimos dígitos de su número de la Seguridad Social y el fundamento de su objeción.

#### NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA

*¿Tiene preguntas? Póngase en contacto con el administrador llamando al (800) 523-5773*

(3) Si se opone, puede pero no está obligado a comparecer en la audiencia de aprobación definitiva en persona o a través de un abogado, pagado por su cuenta.

(4) La declaración escrita deberá llevar matasellos del 10 de febrero de 2023.

Si se opone, seguirá estando vinculado por el acuerdo de demanda colectiva si finalmente se aprueba y vinculado por el acuerdo PAGA si se aprueba. Si no desea quedar vinculado por el acuerdo de demanda colectiva si finalmente se aprueba, deberá optar por no participar en el acuerdo de demanda colectiva. Independientemente de si se opone al acuerdo de demanda colectiva, quedará vinculado por el acuerdo PAGA si se aprueba.

#### 6. ¿Cómo puedo excluirme del acuerdo de demanda colectiva?

Si no desea participar en el acuerdo de demanda colectiva, puede optar por no hacerlo. Si opta por no participar en el acuerdo de demanda colectiva, no podrá objetar al acuerdo de demanda colectiva, no recibirá ningún Pago Individual del Grupo y no estará obligado por las disposiciones de exención de la demanda colectiva del Acuerdo.

Para excluirse, DEBE expresar su deseo de ser excluido del acuerdo de demanda colectiva enviando por correo al Administrador una "Solicitud de exclusión", que debe indicar "Solicitud de exclusión", incluir su nombre, dirección actual, número de teléfono actual y los cuatro últimos dígitos de su número de la Seguridad Social. Dicha Solicitud de Exclusión deberá estar matasellada antes del 10 de febrero de 2023.

Cualquier Solicitud de Exclusión que no incluya toda la información requerida o que no se presente a tiempo se considerará nula, inválida e ineficaz. Una Solicitud de Exclusión se considerará presentada a partir de la fecha del matasello. Si presenta tanto una Solicitud de Exclusión como una objeción, su Solicitud de Exclusión será válida y se considerará que invalida la objeción.

#### 7. ¿Dónde puedo obtener información adicional?

Este Aviso resume el Acuerdo. Para más información, puede ponerse en contacto con el Administrador. Los datos de contacto del Administrador y de los Abogados del Grupo son los siguientes:

|                                                                                                                             |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Administrador:</b><br>Phoenix Settlement Administrators<br>P.O. Box 7208<br>Orange, CA 92863<br>Teléfono: (800) 523-5773 | <b>Abogados del grupo:</b><br>DIVERSITY LAW GROUP, P.C.<br>Larry W. Lee<br>( <a href="mailto:lwlee@diversitylaw.com">lwlee@diversitylaw.com</a> )<br>Simon L. Yang<br>( <a href="mailto:sly@diversitylaw.com">sly@diversitylaw.com</a> )<br>515 S. Figueroa St., Suite 1250<br>Los Angeles, California 90071<br>Teléfono: (213) 488-6555 | BLUMENTHAL NORDREHAUG<br>BHOWMIK DE BLOUW LLP<br>Kyle R. Nordrehaug ( <a href="mailto:kyle@bamlawca.com">kyle@bamlawca.com</a> )<br>Aparajit Bhowmik ( <a href="mailto:aj@bamlawca.com">aj@bamlawca.com</a> )<br>2255 Calle Clara<br>La Jolla, California 92037<br>Teléfono: (858) 551-1223 |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**NO SE PONGA EN CONTACTO CON EL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO**

## **Exhibit B**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## CASE ASSUMPTIONS

|                       |             |
|-----------------------|-------------|
| Class Members         | 4132        |
| Opt Out Rate          | 0%          |
| Opt Outs Received     | 0           |
| Total Class Claimants | 4132        |
| Subtotal Admin Only   | \$33,752.92 |

|                    |                    |
|--------------------|--------------------|
| <b>TOTAL COSTS</b> | <b>\$33,750.00</b> |
|--------------------|--------------------|

June 5, 2023

Case: Matthews, et al. v. United Natural Foods West

### 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*             | \$170.00 | 1            | \$170.00           |
| Call Center & Long Distance  | \$2.00   | 413          | \$826.40           |
| NCOA (USPS)                  | \$350.00 | 1            | \$350.00           |
|                              |          | <b>Total</b> | <b>\$1,946.40</b>  |

### 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 | \$0.25     | 4,132        | \$1,033.00         |
| Notice Packet & Opt-Out Form   | \$1.25     | 4,132        | \$5,165.00         |
| Postage (up to 1 oz.)          | \$0.84     | 4,132        | \$3,470.88         |
| Language Translation           | \$1,000.00 | 1            | \$1,000.00         |
| Static Website                 | \$250.00   | 1            | \$250.00           |
|                                |            | <b>Total</b> | <b>\$11,233.88</b> |

### 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 | \$2.50  | 45           | \$112.50           |
| Remail Notice Packets       | \$1.24  | 39           | \$48.36            |
| Postage                     | \$0.84  | 39           | \$32.76            |
| Programing Undeliverables   | \$50.00 | 3            | \$150.00           |
|                             |         | <b>Total</b> | <b>\$508.62</b>    |

### Database Programming / Processing Opt-Outs, Deficiencies or Disputes

| Project Action:                     | Rate     | Hours/Units  | Line Item Estimate |
|-------------------------------------|----------|--------------|--------------------|
| Programming Claims Database         | \$135.00 | 3            | \$405.00           |
| Non Opt-Out Processing              | \$200.00 | 2            | \$400.00           |
| Case Associate                      | \$55.00  | 4            | \$220.00           |
| Opt-Outs/Deficiency/Dispute Letters | \$10.00  | 3            | \$30.00            |
| Case Manager                        | \$85.00  | 4            | \$340.00           |
|                                     |          | <b>Total</b> | <b>\$1,395.00</b>  |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks |          |             |                    |
|--------------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                          | Rate     | Hours/Units | Line Item Estimate |
| Programming Calculations                                                 | \$135.00 | 4           | \$540.00           |
| Disbursement Review                                                      | \$100.00 | 4           | \$400.00           |
| Programming Manager                                                      | \$95.00  | 4           | \$380.00           |
| QSF Fees, Bank Account & EIN                                             | \$125.00 | 2           | \$250.00           |
| Check Run Setup & Printing                                               | \$100.00 | 5           | \$500.00           |
| Mail Class Checks, W2 and 1099 *                                         | \$1.25   | 4,132       | \$5,165.00         |
| Estimated Postage Checks, W2 and 1099                                    | \$0.61   | 4,132       | \$2,520.52         |
| Total                                                                    |          |             | \$9,755.52         |

\* 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                                                                              | \$115.00   | 5           | \$575.00           |
| Remail Undeliverable Checks<br>(Postage Included)                                            | \$1.50     | 639         | \$958.50           |
| Case Associate                                                                               | \$55.00    | 4           | \$220.00           |
| Reconcile Uncashed Checks                                                                    | \$85.00    | 4           | \$340.00           |
| Conclusion Reports                                                                           | \$125.00   | 3           | \$375.00           |
| Case Manager Conclusion                                                                      | \$85.00    | 2           | \$170.00           |
| Final Reporting & Declarations                                                               | \$125.00   | 2           | \$250.00           |
| Uncashed Check Notice Postcard<br>(Postage Included)                                         | \$2.50     | 1,200       | \$3,000.00         |
| Uncashed Check QSF Tax Filing                                                                | \$175.00   | 3           | \$525.00           |
| IRS & QSF Annual Tax Reporting *<br>(State Tax Reporting Included)                           | \$2,500.00 | 1           | \$2,500.00         |
| Total                                                                                        |            |             | \$8,913.50         |

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

**Total: \$33,752.92**