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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

REY PARRA, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

SHERWOOD COUNTRY CLUB, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 56-2021-00551869-CU-OE-VTA

Honorable Mark S. Borrell
Department 40

CLASS ACTION

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

Date: October 24, 2023
Time: 8:20 a.m.
Department: 40

Complaint Filed: March 11, 2021
FAC Filed: May 25, 2021
Trial Date: None Set

1 start and end dates worked for Defendant in California as an hourly-paid or non-exempt employee
2 of a Staffing Agency during the Class Period and PAGA Period (“Class Data and List”). The final
3 mailing list contained six hundred thirty-seven (637) individuals identified as Class Members.

4 4. On May 22, 2023, Phoenix conducted a National Change of Address (“NCOA”)
5 search in an attempt to update the addresses in the Class Data and List as accurately as possible. A
6 search of this database provides updated addresses for any individual who has moved in the previous
7 four (4) years and notified the U.S. Postal Service of their change of address.

8 5. On June 14, 2023, Phoenix mailed the Class Notice via U.S. first class mail, in
9 English and Spanish, to all six hundred thirty-seven (637) Class Members on the Class Data and
10 List. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

11 6. As of the date of this declaration, twelve (12) Class Notices have been returned to
12 Phoenix. None were returned with a forwarding address. For the twelve (12) Class Notices returned
13 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
14 address using TransUnion TLOxp, one of the most comprehensive address databases available for
15 skip tracing. Of the twelve (12) Class Notices that were skip traced, twelve (12) updated addresses
16 were obtained and the Class Notice was promptly re-mailed to those Class Members via first class
17 mail.

18 7. As of the date of this declaration, zero (0) Class Notices remain undeliverable.

19 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
20 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
21 July 31, 2023.

22 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
23 from Class Members. The deadline for objecting to the Class Settlement was July 31, 2023.

24 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
25 from Class Members. The deadline for submitting a dispute was July 31, 2023.

26 11. There are six hundred thirty-seven (637) Class Members who did not submit timely
27 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
28 100% of the Class. Settlement Class Members have worked a collective total of fifty-two thousand

1 seven hundred sixty-five (52,765) Workweeks during the Class Period. Each Workweek is valued
2 at approximately \$10.04.

3 12. The Escalator Clause of the Settlement Agreement defines “workweek equivalents”
4 as the number of shifts contained in the Class Data and List divided by 5 (assuming 5 days in a
5 typical work week). The Escalator Clause further provides that, for the period of time from March
6 11, 2017 to March 17, 2022, the total number of workweek equivalents was estimated to be 34,592,
7 based on 172,961 shifts. If workweek equivalents exceed 34,592 by more than 10%, the Maximum
8 Settlement Amount shall be increased pro-rata over the 10% threshold. The total number of
9 workweek equivalents for the relevant time period were thirty-four thousand six hundred thirty-five
10 (34,635), based on one hundred seventy-three thousand one hundred seventy-six (173,176) shifts.
11 Since the total number of workweek equivalents does not exceed the estimate by more than 10%,
12 the Escalator Clause was not triggered.

13 13. The Net Settlement Amount of \$530,000.00 available to pay Settlement Class
14 Members was determined by subtracting the requested Class Counsel attorneys’ fees (\$420,000.00),
15 and Class Counsel costs (\$30,000.00), the requested Enhancement Payment to Plaintiff Rey Parra
16 (\$10,000.00), the PAGA Allocation (\$200,000.00), and the requested Settlement Administration
17 Costs (\$10,000.00) from the Maximum Settlement Amount (\$1,200,000.00).

18 14. Based upon the calculations stipulated in the Settlement, the highest Individual
19 Settlement Share is approximately \$2,769.43, and the average Individual Settlement Share is
20 approximately \$832.03. Settlement Class Members will be issued payment of their Individual
21 Settlement Shares subject to reduction for the employee’s share of taxes and withholdings with
22 respect to the wages portion of the Individual Settlement Share (the net payment is their “Individual
23 Settlement Payment”).

24 15. Additionally, \$200,000.00 of the Maximum Settlement Amount has been allocated
25 toward penalties under the Private Attorneys General Act (“PAGA Allocation”), of which 75%, or
26 \$150,000.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%,
27 or \$50,000.00, of which shall be paid to all current and former hourly-paid or non-exempt
28 employees who worked for Defendant during the PAGA Period, whether directly employed by

1 Defendant or employed through a Staffing Agency. There are four hundred four (404) PAGA
2 Members who worked a total of forty-four thousand six hundred nineteen (44,619) Workweeks
3 during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately
4 \$308.96, and the average Individual PAGA Payment to be paid is approximately \$123.76.

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

7 17. Phoenix's costs associated with the administration of this matter are \$10,000.00.
8 This includes all costs incurred to date, as well as estimated costs involved in completing the
9 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as

10 **Exhibit B.**

11
12 I declare under penalty of perjury of the laws of the State of California that the foregoing is
13 true and correct.

14 Executed this 20th day of September 2023, at Orange, California.

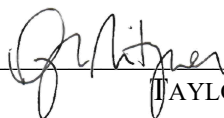
15
16 
17 TAYLOR MITZNER

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Parra v. Sherwood Country Club

Superior Court of California for the County of Ventura, Case No. 56-2021-00551869-CU-OE-VTA

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Rey Parra ("Plaintiff") and Defendant Sherwood Country Club ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Rey Parra v. Sherwood Country Club*, Ventura County Superior Court, Case No. 56-2021-00551869-CU-OE-VTA ("Action"), which may affect your legal rights. On April 19, 2023, the Court granted preliminary approval of the settlement and scheduled a hearing on October 24, 2023 at 8:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period, whether directly employed by Defendant or employed by a Staffing Agency.

"Class Member" means a member of the Class.

"Class Period" means the time period from March 11, 2017 through June 23, 2022.

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"PAGA Members" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period, whether directly employed by Defendant or employed through a Staffing Agency.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from September 22, 2019 through June 23, 2022.

II. BACKGROUND OF THE ACTION

On March 11, 2021, Plaintiff filed a Class Action Complaint for Damages in the Ventura County Superior Court, Case No. 56-2021-00551869-CU-OE-VTA. On March 18, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated ("LWDA Letter"). On May 25, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint"). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action, or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On April 19, 2023, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Rey Parra as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Two Hundred Thousand Dollars (\$1,200,000.00) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed thirty five percent (35%) of the Maximum Settlement Amount (i.e., \$420,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) (“Litigation Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff for his services in the Action; (3) Settlement Administration Costs in an amount not to exceed Fourteen Thousand Dollars (\$14,000.00) to the Settlement Administrator; and (4) the amount of Two Hundred Thousand Dollars (\$200,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$150,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$50,000.00) will be distributed to PAGA Members (“PAGA Member Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member performed work for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Estimated Workweek Value”) and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty-five percent (25%) wages, which will be reported on an IRS Form W-2, and seventy-five percent (75%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of the Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Member during the PAGA Period. The Settlement Administrator has divided the PAGA Member Amount by the total number of Workweeks of all PAGA Members during the PAGA Period (“PAGA Workweek Value”) and multiplied each PAGA Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

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

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From March 11, 2017 through June 23, 2022 (i.e., Class Period), you are credited as having worked «Total_Class_Weeks» Workweeks.

From September 22, 2019 through June 23, 2022 (i.e., PAGA Period), you are credited as having worked «Total_PAGA_Weeks» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit to the Settlement Administrator by mail at the specified address listed in Section IV.B below a written letter that: (1) contains the case name and number of the Action (*Rey Parra v. Sherwood Country Club*, Case No. 56-2021-00551869-CU-OE-VTA); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contains a clear statement that you dispute the number of Workweeks being credited to you, and setting forth the number of Workweeks that you contend is correct; and (4) and attaches any relevant information and/or documentation demonstrating that the number of Workweeks you contend should be credited to you are correct. The letter must be postmarked **no later than July 31, 2023**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be «Class_Set_Amt». The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be «PAGA_Amount».

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Class Released Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all PAGA Released Claims.

“Released Claims” means all claims under state, federal, or local law, whether statutory, in tort, contract, or otherwise, pled in the Operative Complaint or that could have been pled based on the facts pled in the Operative Complaint, arising during the period March 11, 2017 through June 23, 2022, including but not limited to claims under the California Labor Code,

California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to properly calculate the regular rate for purposes of calculating overtime pay, meal premiums and rest premiums, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse business expenses, unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint, all claims under PAGA that could have been premised on the claims, causes of action, or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint, any other claims or penalties under the wage and hour laws pleaded in the Action, and all damages, penalties, interest and other amounts recoverable under said claims, causes of action, or legal theories of relief.

“Class Released Claims” means any and all Released Claims arising during the Class Period, other than those arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

“PAGA Released Claims” means any and all Released Claims arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* arising during the PAGA Period.

“Released Parties” means Defendant and any of its past, present, and/or future, direct and/or indirect officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, Staffing Agencies, and any individual or entity that could be jointly or severally liable for any of the Released Claims.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$420,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fourteen Thousand Dollars (\$14,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the PAGA Released Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of the Action (*Rey Parra v. Sherwood Country Club*, Case No. 56-2021-00551869-CU-OE-VTA); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4); contain a clear statement that you request to be excluded from the Class Settlement; and (5) be returned by mail to the Settlement Administrator, postmarked by **no later than July 31, 2023** at the following address:

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

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Class Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of PAGA Released Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written Notice of Objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (1) contain the case name and number of the Action (*Rey Parra v. Sherwood Country Club*, Case No. 56-2021-00551869-CU-OE-VTA); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection and include any legal support for your objection; (4) include copies of any papers, briefs or other documents upon which the objection is based; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than July 31, 2023**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 40 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009, on October 24, 2023, at 8:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 800 South Victoria Avenue, Ventura, California 93009, during business hours, or by online by visiting the following website: <https://www.ventura.courts.ca.gov/case-inquiry.html>, selecting the "Civil and Probate Database," clicking "Civil & Probate Case Inquiries," and typing in the Court Case Number "2021-00551869."

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA

Parra contra Sherwood Country Club

Tribunal Superior de California para el condado de Ventura, Caso n° 56-2021-00551869-CU-OE-VTA

LEA ATENTAMENTE ESTE AVISO DE CLASE.

Usted ha recibido este Aviso de Demanda Colectiva porque los registros del Demandado indican que usted puede ser elegible para tomar parte en el acuerdo de demanda colectiva alcanzado en el caso arriba referenciado.

No es necesario que realice ninguna acción para recibir el pago del acuerdo y, a menos que solicite ser excluido del mismo, sus derechos legales pueden verse afectados.

Este Aviso de Demanda Colectiva está diseñado para informarle de sus derechos y opciones, y de cómo puede solicitar ser excluido del acuerdo, objetar al acuerdo y/o disputar el número de Semanas Laborales que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha llegado a un acuerdo de demanda colectiva entre el Demandante Rey Parra (“Demandante”) y el Demandado Sherwood Country Club (“Demandado”) (Demandante y Demandado se denominan colectivamente las “Partes”) en el caso titulado *Rey Parra contra Sherwood Country Club*, Tribunal Superior del Condado de Ventura, Caso No. 56-2021-00551869-CU-OE-VTA (“Acción”), que puede afectar sus derechos legales. El 19 de abril de 2023, el Tribunal concedió la aprobación preliminar del acuerdo y programó una audiencia el 24 de octubre de 2023 a las 8:30 a.m. (“Audiencia de aprobación final”) para determinar si el Tribunal debe conceder o no la aprobación final del acuerdo.

I. DEFINICIONES IMPORTANTES

“**Clase**” significa todos los empleados actuales y anteriores pagados por hora o no exentos que trabajaron para el Demandado dentro del Estado de California en cualquier momento durante el Período de la Clase, ya sea empleados directamente por el Demandado o empleados por una Agencia de Dotación de Personal.

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

“**Periodo de la Demanda Colectiva**” significa el periodo de tiempo comprendido entre el 11 de marzo de 2017 y el 23 de junio de 2022.

“**Acuerdo Colectivo**” significa el acuerdo y la resolución de todas las Demandas Colectivas Exoneradas (descritas en la Sección III.D a continuación).

“**Miembros de PAGA**” significa todos los empleados actuales y anteriores pagados por hora o no exentos que trabajaron para el Demandado dentro del Estado de California en cualquier momento durante el Período PAGA, ya sea directamente empleados por el Demandado o empleados a través de una Agencia de Empleo.

“**Acuerdo PAGA**” significa el acuerdo y la resolución de las Reclamaciones PAGA Exoneradas (descritas en la Sección III.D a continuación).

“**Periodo PAGA**” significa el periodo de tiempo comprendido entre el 22 de septiembre de 2019 y el 23 de junio de 2022.

II. ANTECEDENTES DE LA ACCIÓN

El 11 de marzo de 2021, el Demandante presentó una Demanda Colectiva por Daños y Perjuicios ante el Tribunal Superior del Condado de Ventura, Caso No. 56-2021-00551869-CU-OE-VTA. El 18 de marzo de 2021, el Demandante notificó por escrito a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral (“LWDA”, por sus siglas en inglés) y al Demandado las disposiciones específicas del Código Laboral de California que sostiene fueron violadas (“Carta de la LWDA”). El 25 de mayo de 2021, el Demandante presentó una Primera Demanda Colectiva Enmendada por Daños y Perjuicios y Ejecución en virtud de la Ley de Abogados Generales Privados, Código Laboral de California § 2698, y siguientes (“Demanda Operativa”). El Demandante alega que el Demandado no pagó correctamente los salarios mínimos y las horas extraordinarias, no proporcionó pausas para comer y descansar y las primas asociadas, no pagó puntualmente los salarios durante el empleo y tras la terminación del empleo y las sanciones por tiempo de espera asociadas, no proporcionó declaraciones de salarios conformes, no mantuvo los registros de nóminas requeridos, no reembolsó los gastos empresariales y, por lo tanto, incurrió en prácticas comerciales desleales en violación del Código de Negocios y Profesiones de California, sección 17200, y siguientes, y en una conducta que da lugar a sanciones en virtud del Código Laboral de California, sección

2698, y siguientes (“PAGA”). El Demandante solicita, entre otras cosas, la recuperación de los salarios y las primas por períodos de descanso y comidas no pagados, los gastos empresariales no reembolsados, la restitución, las sanciones, los intereses y los honorarios y costas de los abogados.

El Demandado niega todas las alegaciones de la Acción, o que haya violado ley alguna.

Tras la investigación y el análisis de las reclamaciones, las Partes entablaron negociaciones de buena fe y en condiciones de igualdad y, como resultado, las Partes llegaron a un acuerdo. Desde entonces, las Partes han suscrito la Estipulación Conjunta de Acción Colectiva y Acuerdo PAGA y Exoneración (“Acuerdo” o “Acuerdo de Conciliación”).

El 19 de abril de 2023, el Tribunal emitió una orden aprobando preliminarmente el Acuerdo. El Tribunal ha designado a Phoenix Settlement Administrators como administrador del Acuerdo (“Administrador del Acuerdo”), al Demandante Rey Parra como representante del Grupo (“Representante del Grupo”), y a los siguientes abogados como abogados del Grupo (“Abogados del Grupo”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Teléfono: (818) 265-1020 / Fax: (818) 265-1021

Si usted es un Miembro del Grupo, no necesita realizar ninguna acción para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar su exclusión del Acuerdo Colectivo (en cuyo caso no recibirá un Pago Individual del Acuerdo), objetar al Acuerdo Colectivo y/o disputar las Semanas Laborales que se le acrediten, si así lo desea, como se explica más detalladamente en las Secciones III y IV a continuación. Si usted es un Miembro PAGA, no necesita realizar ninguna acción para recibir un Pago PAGA Individual.

El Acuerdo representa un compromiso y un arreglo de reclamaciones muy disputadas. Nada de lo contenido en el Acuerdo pretende ser o será interpretado como una admisión por parte del Demandado de que las reclamaciones de la Acción tienen fundamento o de que el Demandado tiene alguna responsabilidad ante el Demandante, los Miembros de la Clase o los Miembros de PAGA. El Demandante y el Demandado, y sus respectivos abogados, han concluido y están de acuerdo en que, a la luz de los riesgos e incertidumbres para cada parte de continuar el litigio, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros de la Clase y los Miembros PAGA. El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones planteadas en la Demanda y ha determinado únicamente que la certificación del Grupo a efectos del Acuerdo es apropiada en virtud de la legislación de California.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula de liquidación

El importe bruto total del acuerdo es de Un Millón Doscientos Mil Dólares (\$1,200,000.00) (el “Importe Máximo del Acuerdo”). La parte del Importe Máximo del Acuerdo que está disponible para el pago a los Miembros del Grupo se denomina “Importe Neto del Acuerdo”. El Importe Neto del Acuerdo será el Importe Máximo del Acuerdo, menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) los honorarios de los abogados por un importe que no supere el treinta y cinco por ciento (35%) del Importe Máximo del Acuerdo (es decir, \$420,000.00) (“Honorarios de los Abogados”) y el reembolso de las costas y gastos del litigio, por un importe no superior a Treinta mil dólares (\$30,000.00) (“Costas del litigio”) a los Abogados del grupo; (2) Pago de mejora por un importe no superior a Diez mil dólares (\$10,000.00) al Demandante por sus servicios en la Demanda; (3) los Costes de Administración del Acuerdo por un importe que no excederá los Catorce Mil Dólares (\$14,000.00) al Administrador del Acuerdo; y (4) la cantidad de Doscientos Mil Dólares (\$200,000.00) asignada a las sanciones civiles en virtud de la Ley de Abogados Generales Privados (“Sanciones PAGA”). Las Penalizaciones PAGA se distribuirán en un 75% (\$150,000.00) a la LWDA (“Pago a la LWDA”) y el 25% restante (es decir, \$50,000.00) se distribuirá a los Miembros PAGA (“Monto a los Miembros PAGA”).

Los Miembros de la Demanda Colectiva tienen derecho a recibir el pago, en virtud del Acuerdo Colectivo, de su parte proporcional del Importe Neto del Acuerdo (“Pago Individual del Acuerdo”) en función del número de semanas que cada Miembro de la Demanda Colectiva trabajó para el Demandado como empleado remunerado por horas o no exento en California durante el Periodo de la Demanda Colectiva (“Semanas Laborales”). El Administrador del Acuerdo ha dividido

el Importe Neto del Acuerdo por el número total de Semanas Laborales de todos los Miembros de la Clase (“Valor Estimado de la Semana Laboral”) y ha multiplicado las Semanas Laborales individuales de cada Miembro de la Clase por el Valor Estimado de la Semana Laboral para llegar a su Pago Individual del Acuerdo que puede tener derecho a recibir en virtud del Acuerdo de Clase (que se enumera en la Sección III.C más adelante). A los Miembros del Grupo que no presenten una Solicitud de Exclusión válida y a tiempo (“Miembros del Grupo del Acuerdo”) se les emitirá el pago de su Liquidación Individual final.

Cada Pago del Acuerdo Individual se asignará como veinticinco por ciento (25%) de salarios, que se informará en un Formulario W-2 del IRS, y setenta y cinco por ciento (75%) de multas, intereses y daños no salariales, que se informará en un Formulario 1099 del IRS. Cada Pago del Acuerdo Individual estará sujeto a una reducción por la parte del empleado de los impuestos sobre la nómina adeudados sobre la porción salarial del Pago del Acuerdo Individual. La parte del empleador de los impuestos sobre la nómina y las contribuciones en relación con la porción salarial de los Pagos Individuales del Acuerdo (“Impuestos del Empleador”) serán pagados por el Demandado por separado y además del Monto Máximo del Acuerdo.

Los Miembros PAGA tienen derecho a recibir un pago en virtud del Acuerdo PAGA de su parte proporcional del Importe del Miembro PAGA (“Pago PAGA Individual”), basado en el número de Semanas Laborales de cada Miembro PAGA durante el Período PAGA. El Administrador del Acuerdo ha dividido el Importe del Miembro PAGA por el número total de Semanas de Trabajo de todos los Miembros PAGA durante el Período PAGA (“Valor de la Semana de Trabajo PAGA”) y ha multiplicado las Semanas de Trabajo individuales de cada Miembro PAGA durante el Período PAGA por el Valor de la Semana de Trabajo PAGA para llegar a su Pago PAGA Individual que puede tener derecho a recibir en virtud del Acuerdo PAGA (que se enumera en la Sección III.C a continuación).

Cada pago PAGA individual se asignará como el cien por cien (100%) de las sanciones, que se informará en un formulario 1099 del IRS (si procede).

Si el Tribunal concede la aprobación definitiva del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros del Grupo del Acuerdo y los Pagos Individuales de PAGA se enviarán por correo a los Miembros de PAGA a la dirección que conste en los archivos del Administrador del Acuerdo. **Si la dirección a la que se envió por correo este Aviso de demanda colectiva no es correcta, o si se muda después de recibir este Aviso de demanda colectiva, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para garantizar la recepción del pago al que pueda tener derecho en virtud del Acuerdo.**

B. Sus semanas de trabajo basadas en los registros del Demandado

Según los registros del Demandado:

Desde el 11 de marzo de 2017 hasta el 23 de junio de 2022 (es decir, el Periodo de la Clase), se le acredita haber trabajado «Total_Class_Weeks» Semanas Laborales.

Desde el 22 de septiembre de 2019 hasta el 23 de junio de 2022 (es decir, el Periodo PAGA), se le acredita haber trabajado «Total_PAGA_Weeks» Semanas Laborales.

Si desea impugnar las Semanas Laborales que se le acreditaron, debe presentar al Administrador del Acuerdo por correo a la dirección especificada en la Sección IV.B a continuación una carta escrita que : (1) contenga el nombre del caso y el número de la Demanda (*Rey Parra contra Sherwood Country Club*, Caso No. 56-2021-00551869-CU-OE-VTA); (2) contenga su nombre completo, dirección, número de teléfono, firma y los últimos cuatro dígitos de su número de Seguro Social; (3) contenga una declaración clara de que usted disputa el número de Semanas de Trabajo que se le están acreditando, y estableciendo el número de Semanas de Trabajo que usted sostiene que es correcto; y (4) y adjunte cualquier información y/o documentación relevante que demuestre que el número de Semanas de Trabajo que usted sostiene que se le deben acreditar son correctas. La carta deberá estar matasellada a **más tardar el 31 de julio de 2023**.

C. Su pago estimado de liquidación individual y pago PAGA individual

Como se explicó anteriormente, su Pago de Liquidación Individual y/o Pago PAGA Individual estimado se basa en el número de Semanas Laborales que se le acrediten.

Según los términos del Acuerdo, su Pago Individual del Acuerdo se estima en «Class_Set_Amt». El Pago Individual del Acuerdo está sujeto a una reducción por la parte de impuestos y retenciones del empleado con respecto a la porción salarial del Pago Individual del Acuerdo.

Según los términos del Acuerdo, su Pago PAGA Individual se estima en «PAGA_Amount».

El proceso de aprobación del acuerdo puede llevar varios meses. Su Pago Individual del Acuerdo y/o Pago Individual PAGA (si procede) reflejado en este Aviso de Demanda Colectiva es sólo una estimación. Su Pago Individual del Acuerdo y/o Pago Individual PAGA (si procede) reales pueden ser superiores o inferiores. Los pagos se distribuirán únicamente después de que el Tribunal conceda la aprobación final del Acuerdo, y después de que el Acuerdo entre en vigor.

D. Liberación d Reclamaciones

A partir de la Fecha Efectiva, el Demandante y todos los Miembros de la Clase del Acuerdo renuncian, liberan y eximen a las Partes Liberadas de todas y cada una de las Demandas de la Clase Liberadas.

En la Fecha Efectiva, la Demandante, el Estado de California y los Miembros de PAGA, renuncian, liberan y eximen a las Partes Exoneradas de todas y cada una de las Reclamaciones Exoneradas de PAGA.

“Reclamaciones Liberadas” se refiere a todas las reclamaciones en virtud de la ley estatal, federal o local, ya sean legales, extracontractuales, contractuales o de otro tipo, alegadas en la Demanda Operativa o que podrían haberse alegado en base a los hechos alegados en la Demanda Operativa, que surgieron durante el período comprendido entre el 11 de marzo de 2017 y el 23 de junio de 2022, incluidas, entre otras, las reclamaciones de en virtud del Código Laboral de California, las Órdenes Salariales de la Comisión de Bienestar Industrial de California, reglamentos, y/u otras disposiciones de la ley, por falta de pago de salarios por horas extras, falta de pago de salarios mínimos, falta de provisión de periodos de comida conformes y pago de primas asociadas, falta de provisión de periodos de descanso conformes y pago de primas asociadas, falta de cálculo adecuado de la tarifa regular a efectos del cálculo del pago de horas extras, primas por comida y primas por descanso, falta de provisión de declaraciones salariales conformes, falta de pago puntual de los salarios al finalizar la relación laboral, falta de pago puntual de los salarios durante la relación laboral, falta de mantenimiento de los registros de nóminas requeridos, falta de reembolso de los gastos empresariales, prácticas comerciales desleales que podrían haberse basado en las reclamaciones, causas de acción o teorías legales de reparación descritas anteriormente o en cualquiera de las reclamaciones, causas de acción o teorías legales de reparación alegadas en la Demanda Operativa, todas las reclamaciones en virtud de PAGA que podrían haberse basado en las reclamaciones, causas de acción o teorías jurídicas descritas anteriormente o en cualquiera de las reclamaciones, causas de acción o teorías jurídicas de reparación alegadas en la Demanda Operativa, cualquier otra reclamación o sanción en virtud de las leyes sobre salarios y horas de trabajo alegadas en la Demanda, y todos los daños, sanciones, intereses y otras cantidades recuperables en virtud de dichas reclamaciones, causas de acción o teorías jurídicas de reparación.

“Reclamaciones Liberadas de la Clase” significa todas y cada una de las Reclamaciones Liberadas que surjan durante el Periodo de la Clase, distintas de las que surjan en virtud de la Ley de Abogados Generales Privados, Código Laboral de California Sección 2698, y *siguientes*.

“Reclamaciones Liberadas PAGA” significa todas y cada una de las Reclamaciones Liberadas que surjan en virtud de la Ley de Abogados Generales Privados, Código Laboral de California Sección 2698, y *siguientes* que surjan durante el Periodo PAGA.

“Partes Exoneradas” significa el Demandado y cualquiera de sus funcionarios, directores, miembros, gerentes, empleados, agentes, representantes, abogados, aseguradores, socios, inversionistas, accionistas, administradores, compañías matrices, subsidiarias, afiliadas, divisiones, predecesores, sucesores, cesionarios, empresas conjuntas, Agencias de Empleo, y cualquier individuo o entidad que pudiera ser conjunta o solidariamente responsable por cualquiera de las Reclamaciones Exoneradas.

E. Honorarios de abogados y costas procesales a los abogados del grupo de Demandantes

Los Abogados del Grupo solicitarán honorarios de abogados por un importe de hasta el treinta y cinco por ciento (35%) del Importe Máximo del Acuerdo (es decir, un importe de hasta \$420,000.00) (“Honorarios de Abogados”) y el reembolso de las costas y gastos del litigio por un importe de hasta Treinta Mil Dólares (\$30,000.00) (“Costas del Litigio”), sujeto a la aprobación del Tribunal. Los Honorarios de los Abogados y los Costes del Litigio concedidos por el Tribunal se pagarán con cargo al Importe Máximo del Acuerdo. Los Abogados de la Demanda Colectiva han estado tramitando la Demanda en nombre del Demandante y de los Miembros de la Demanda Colectiva sobre la base de honorarios condicionales (es decir, sin que hasta la fecha se les haya pagado dinero alguno) y han estado pagando todas las costas y gastos del litigio.

F. Pago de mejora a Demandante

El Demandante solicitará la cantidad de Diez Mil Dólares (\$10,000.00) (“Pago de Mejora”), en reconocimiento a sus servicios en relación con la Acción. El Pago de Mejora se abonará con cargo al Importe Máximo del Acuerdo, sujeto a la aprobación del Tribunal, y si se concede, se pagará al Demandante además de su Pago Individual del Acuerdo y del Pago Individual PAGA (si procede) a los que tiene derecho en virtud del Acuerdo.

G. Costes de administración para el administrador del acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá los Catorce Mil Dólares (\$14,000.00) (“Costos de Administración del Acuerdo”) por los costos del proceso de notificación y administración del acuerdo, incluyendo y no limitado a, el gasto de notificar a los Miembros de la Clase del Acuerdo, procesar las Solicitudes de Exclusión, objeciones y Disputas de Semanas Laborales, calcular los Pagos Individuales del Acuerdo y los Pagos Individuales PAGA, y distribuir los pagos y formularios de impuestos bajo el Acuerdo, y será pagado del Monto Máximo del Acuerdo, sujeto a la aprobación del Tribunal.

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

A. Participar en el acuerdo

Si desea participar en el Acuerdo y recibir dinero de este, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo colectivo y se le emitirá su Pago individual del Acuerdo, a menos que decida excluirse del Acuerdo colectivo.

A menos que elija excluirse del Acuerdo colectivo, quedará obligado por los términos del Acuerdo colectivo y por cualquier sentencia que pueda dictar el Tribunal en base al mismo, y se considerará que ha renunciado a las Demandas colectivas liberadas descritas en la Sección III.D anterior.

Si usted es un Miembro PAGA, automáticamente será incluido en el Acuerdo PAGA y se le emitirá su Pago PAGA Individual. Esto significa que estará obligado por los términos del Acuerdo PAGA y por cualquier sentencia que pueda dictar el Tribunal en base al mismo, y que liberará las Reclamaciones PAGA Liberadas descritas en la Sección III.D anterior.

Los Miembros del Grupo y los Miembros de PAGA no serán responsables por separado del pago de los honorarios de abogados o de los costes y gastos del litigio, a menos que contraten a su propio abogado, en cuyo caso serán responsables de sus propios honorarios y gastos de abogados.

B. Solicitar la exclusión del acuerdo colectivo

Si no desea participar en el Acuerdo colectivo, deberá solicitar su exclusión del mismo presentando una solicitud por escrito (“Solicitud de exclusión”), que deberá: (1) contener el nombre del caso y el número de la Demanda (*Rey Parra contra Sherwood Country Club*, Caso nº 56-2021-00551869-CU-OE-VTA); (2) contener su nombre completo, dirección, número de teléfono y los cuatro últimos dígitos de su número de la Seguridad Social; (3) estar firmada por usted; (4); contener una declaración clara de que solicita ser excluido del Acuerdo colectivo; y (5) ser devuelta por correo al Administrador del Acuerdo, con matasellos no posterior al **31 de julio de 2023** a la siguiente dirección:

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

Si el Tribunal concede la aprobación definitiva del Acuerdo, cualquier Miembro del grupo de Demandantes que no presente una Solicitud de exclusión válida y a tiempo no tendrá derecho a recibir un Pago individual del Acuerdo, no quedará vinculado por el Acuerdo colectivo (ni por la exoneración de las demandas colectivas descritas en la Sección III.D anterior) y no tendrá derecho a objetar, apelar o hacer comentarios sobre el Acuerdo colectivo. Los Miembros del Grupo que no presenten una Solicitud de Exclusión serán considerados Miembros del Grupo del Acuerdo y quedarán vinculados por todos los términos del Acuerdo, incluidos los relativos a la exoneración de las demandas descritas en la Sección III.D anterior, así como por cualquier sentencia que pueda dictar el Tribunal en base a los mismos. Todos los Miembros PAGA estarán vinculados al Acuerdo PAGA (y a la liberación de las Reclamaciones Liberadas PAGA descrita en la Sección III.D anterior) y se les seguirá emitiendo un Pago PAGA Individual, independientemente de si presentan o no una Solicitud de Exclusión.

C. Objetar el acuerdo colectivo

Puede oponerse a los términos del Acuerdo colectivo siempre que no haya presentado una Solicitud de exclusión, presentando una Notificación de objeción por escrito al Administrador del acuerdo o presentando su objeción en la Audiencia de aprobación definitiva.

Una Notificación de Objeción debe (1) contener el nombre del caso y el número de la Demanda (*Rey Parra contra Sherwood Country Club*, Caso No. 56-2021-00551869-CU-OE-VTA); (2) contener su nombre completo, dirección, número de teléfono, firma y los cuatro últimos dígitos de su número de la Seguridad Social; (3) exponer claramente los motivos de su objeción e incluir cualquier apoyo legal para la misma; (4) incluir copias de cualquier documento, escrito u otros documentos en los que se base la objeción; y (5) enviarse por correo al Administrador del Acuerdo a la dirección indicada en la Sección IV.B anterior, con matasellos **no posterior al 31 de julio de 2023**.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Definitiva en el Departamento 40 del Tribunal Superior del Condado de Ventura, ubicado en 800 South Victoria Avenue, Ventura, California 93009, el 24 de octubre de 2023, a las 8:30 a.m., para determinar si el Acuerdo debe ser aprobado definitivamente como justo, razonable y adecuado. También se solicitará al Tribunal que apruebe y conceda los honorarios y costes de los abogados a los Abogados del grupo, el Pago de mejora al Demandante y los Costes de administración del Acuerdo al Administrador del Acuerdo.

La audiencia puede continuar sin previo aviso a los Miembros de la Clase. No es necesario que comparezca en la Audiencia de Aprobación Definitiva, aunque puede comparecer si lo desea.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de Liquidación, debe revisar el Acuerdo de Liquidación detallado y otros documentos que obran en los archivos del Tribunal.

Usted puede ver el Acuerdo de Conciliación y los documentos presentados en la Acción a cambio de una tarifa visitando la oficina del secretario civil, ubicada en 800 South Victoria Avenue, Ventura, California 93009, durante el horario de atención al público, o en línea visitando el siguiente sitio web: <https://www.ventura.courts.ca.gov/case-inquiry.html>, seleccionando la “Civil and Probate Database” (Base de datos civil y testamentaria), haciendo clic en “Civil & Probate Case Inquiries” (Consultas Sobre casos Civiles y Testamentarios) y escribiendo el número de caso del tribunal “2021-00551869”.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (800) 523-5773, O TAMBIÉN PUEDE PONERSE EN CONTACTO CON EL ABOGADO DEL GRUPO.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	649
Opt Out Rate	1%
Opt Outs Received	6
Total Class Claimants	643
Subtotal Admin Only	\$11,001.40

Flat Fee Total \$10,000.00

For 649 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

November 15, 2022

Case: RP-Sherwood Country Club-1869, Opt-Out Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Dayna Ramsey
Firm: Lawyers for Justice, PC
Contact Number: 818-Call Justice
Email: d.ramsey@calljustice.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **649** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

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

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$150.00	1		\$150.00
Call Center & Long Distance	\$2.00	100		\$200.00
NCOA (USPS)	\$162.25	1		\$162.25
Total				\$912.25

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Reminder Postcard / Website

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Data Merge & Duplication Scrub	\$0.10	649		\$64.90
Notice Packet & Opt-Out Form	\$1.35	649		\$876.15
Estimated Postage (up to 2 oz.)*	\$0.61	649		\$395.89
Static Website	\$100.00	1		\$100.00
Check Cashing Reminder Postcard	\$0.60	135		\$81.02
Postage Included				
Total				\$1,717.96

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	6		\$330.00
Skip Tracing Undeliverables	\$0.85	162		\$137.91
Remail Notice Packets	\$0.75	159		\$119.44
Estimated Postage	\$0.61	159		\$97.14
Programming Undeliverables	\$50.00	1		\$50.00
Total				\$734.49

Database Programming / Processing Opt-Outs, Deficiencies or Disputes				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$150.00	2		\$300.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	4		\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	12		\$120.00
Case Manager	\$85.00	4		\$340.00
Total				\$1,180.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	2		\$270.00
Disbursement Review	\$135.00	2		\$270.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	7		\$945.00
Mail Class Checks *	\$0.95	643		\$610.85
Estimated Postage	\$0.61	643		\$392.23
Total				\$2,718.08

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	3		\$345.00
Remail Checks & Tax Forms (Postage Included)	\$1.70	129		\$218.62
Case Associate	\$55.00	4		\$220.00
Reconcile Uncashed Checks	\$85.00	6		\$510.00
Conclusion Reports	\$115.00	3		\$345.00
Case Manager Conclusion	\$85.00	4		\$340.00
Final Reporting & Declarations	\$115.00	4		\$460.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1		\$1,000.00
Check to Cy-Pres	\$150.00	1		Included
Uncashed Checks to the State of California Controllers Office	\$300.00	1		\$300.00
Estimated <u>59</u> Total Class Members				
Total				\$3,738.62

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

Estimate Total: \$11,001.40



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.