

1 Larry W. Lee (State Bar No. 228175)
2 Max W. Gavron (State Bar No. 291697)
3 **DIVERSITY LAW GROUP, P.C.**
4 515 S. Figueroa Street, Suite 1250
5 Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

6 Attorneys for Plaintiff and the Class

7
8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**

11 CASSANDRA NEGRETE, as an individual
and on behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 WINSUPPLY INC., a Delaware
15 corporation; ORANGE COUNTY
16 WINDUSTRIAL CO., a Delaware
17 corporation; and DOES 1 through 50,
inclusive,

18 Defendants.

Case No.: 30-2021-01188066-CU-OE-CXC

(Assigned for all purposes to the Hon. Randall J.
Sherman, Dept. CX105)

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

Date: July 14, 2023

Time: 10:00 a.m.

Dept.: CX105

Complaint Filed: March 9, 2021

FAC Filed: April 13, 2022

Trial Date: None Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

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

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Amended to Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Proposed Class Action Settlement* and the *Request for Exclusion Form* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of pay periods each Class Member worked during the period from September 12, 2016 to May 1, 2022 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during the time period from September 7, 2019 to May 1, 2022 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Pay Periods submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On March 27, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and pay periods for each Class Member (“Class List”) during the Class Period and PAGA Period. The final mailing list contained seven hundred eighty-four (784) individuals identified as Class Members.

1 4. On March 28, 2023, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On April 6, 2023, Phoenix mailed the Notice via U.S. first class mail, in English and
6 Spanish, to all seven hundred eighty-four (784) Class Members on the Class List. A true and correct
7 copy of the mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

9 7. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
10 from Class Members. The deadline to request exclusion from the Class Settlement was May 22,
11 2023.

12 8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
13 from Class Members. The deadline for objecting to the Class Settlement was May 22, 2023.

14 9. As of the date of this declaration, Phoenix has received zero (0) Pay Period disputes
15 from Class Members. The deadline for submitting a dispute was May 22, 2023.

16 10. There are seven hundred eighty-three (783) Class Members who did not submit
17 timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members,
18 representing 99.87% of the Class. Settlement Class Members have worked a collective total of
19 thirty-nine thousand seven hundred thirty-four (39,734) Pay Periods during the Class Period. Each
20 Pay Period is valued at approximately \$28.61.

21 11. The Escalator Clause of the Settlement Agreement indicates if the actual Pay Periods
22 increase by more than forty-one thousand (41,000) for the Class Period, Defendants would agree to
23 increase the Gross Settlement Amount on a pro-rata basis. Since the total number of Pay Periods
24 did not exceed this amount, the Escalator Clause was not triggered.

25 12. The Net Settlement Amount of \$1,136,707.89 available to pay Settlement Class
26 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$666,667.00),
27 and Class Counsel costs (\$17,700.11), requested Enhancement Payment to Plaintiff Cassandra
28

1 Negrete (\$10,000.00), the PAGA Amount (\$150,000.00), and the requested Settlement
2 Administration Costs (\$18,925.00) from the Gross Settlement Amount (\$2,000,000.00).

3 13. Based upon the calculations stipulated in the Settlement, the highest Individual
4 Settlement Share to be paid is approximately \$4,262.58, the lowest Individual Settlement Share to
5 be paid is approximately \$28.61, while the average Individual Settlement Share to be paid is
6 approximately \$1,451.73. Settlement Class Members will be issued payment of their Individual
7 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
8 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
9 Settlement Payment").

10 14. Additionally, \$150,000.00 of the Gross Settlement Amount has been allocated
11 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
12 \$112,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
13 or \$37,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
14 are or were employed by Defendant during the PAGA Period. There are five hundred forty-nine
15 (549) Aggrieved Employees who worked a total of nineteen thousand eight hundred sixty-five
16 (19,865) Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid
17 is approximately \$134.03, the lowest Individual PAGA Payment to be paid is approximately \$1.89,
18 and the average Individual PAGA Payment to be paid is approximately \$68.31.

19 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
20 addition to the Gross Settlement Amount.

21 16. Phoenix's costs associated with the administration of this matter are \$18,925.00.
22 This includes all costs incurred to date, as well as estimated costs involved in completing the
23 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as

24 **Exhibit B.**

25 \\
26 \\
27 \\
28

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

3 Executed this 21st day of June 2023, at Orange, California.
4

5
6  _____
7 TAYLOR MITZNER
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

Negrete v. Winsupply Inc., et. al.

Orange County Superior Court, Case No. 30-2021-01188066-CU-OE-CXC

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To: All current and former hourly-paid, non-exempt employees who were employed by Winsupply Inc. and Orange County Windustrial Co. and other Identified but Unnamed Defendants* in the State of California at any time between September 12, 2016 to May 1, 2022.

***Identified but Unnamed Defendants are listed in Section 7, under the definition of “Released Parties”.**

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Cassandra Negrete (“Plaintiff”) against Winsupply Inc. and Orange County Windustrial Co. (collectively “Defendants”) on March 9, 2021. The case is currently pending in the Orange County Superior Court, Case No. 30-2021-01188066-CU-OE-CXC.

The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked including regular wages, minimum wages and overtime wages, did not provide complete, accurate wage statements or disclosures, did not timely pay all wages owed at the end of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that the Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On March 10, 2023 the Court granted preliminary approval of the Settlement, appointed Plaintiff Cassandra Negrete as the Class Representative, and appointed her attorneys at Diversity Law Group, P.C. as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendants as an hourly-paid, non-exempt employee in the state of California at any time between September 12, 2016, May 1, 2022.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that certain Defendants will pay a maximum of Two Million Dollars (\$2,000,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 33 1/3% of the Gross Settlement Amount or Six Hundred Sixty-Six Thousand Six Hundred and Sixty-Seven Dollars (\$666,667.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty-Five Thousand Dollars (\$25,000.00);
- C. **Class Representative Enhancement Payment** in an amount not to exceed Ten Thousand Dollars (\$10,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Eighteen Thousand Nine Hundred and Twenty-Five Dollars (\$18,925.00); and
- E. **PAGA Payment** in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$112,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$37,500.00) will be distributed to hourly-paid, non-exempt employees who worked for Defendants and other Identified but Unnamed Defendants (listed in Section 7, below) from September 7, 2019 to May 1, 2022, for the release of their claims as set forth in the PAGA Release, described below in Section 7.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of Pay Periods you worked in California as an hourly-paid, non-exempt employee of Defendants and other Identified but Unnamed Defendants (listed in Section 7, below) from September 12, 2016, to May 1, 2022 (“Pay Periods”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

[ONLY FOR PAGA MEMBERS: Your share of the PAGA Payment is calculated on a *pro rata* basis based on the total number of Pay Periods (full or partial) worked by each PAGA Member during the PAGA Period.]

Your Individual Settlement Payment will be apportioned as thirty percent (30%) wages, twenty percent (20%) interest and fifty percent (50%) penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked «Total_Pay_Periods» Pay Periods during the Class Period. Your Individual Settlement Payment is «ESA_Before_Paga». The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This Amount was determined based on Defendants’ record of your employment between September 12, 2016 and May 1, 2022, and is presumed correct. If you dispute the accuracy of Defendants’ records as to the number of Pay Periods worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by May 22, 2023. All disputes regarding your Pay Periods will be addressed by you and the Parties or if you cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendants and entry of Final Approval Order and Final Judgment by the Court, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Released Claims” for the “Class Period.”

The “Released Parties” means Defendants Winsupply Inc. and Orange County Windustrial Co., and their past, present and/or future, direct and/or indirect, stockholders, shareholders, members, directors, managers, officers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, lenders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and related companies (and specifically including the following “Identified but Unnamed Defendants”: Winsupply Van Nuys CA Co., Winsupply Vista CA Co., Winsupply Kearny Mesa CA Co., Inland Empire Windustrial Co, Winsupply Desert Cities CA Co., Winsupply Bakersfield CA Co., Winsupply Paso Robles CA Co., Riverside Winnelson Co., Winsupply San Diego CA Co., Temecula Winnelson Co., Ontario Winnelson Co., Winsupply Hesperia CA Co., Santa Fe Springs Winwater Works Co., San Diego Winsupply Co., Fremont Windustrial Co., Orange County Winwater Works Co., Santa Clara Windustrial Co., Winsupply S San Diego CA Co., Winsupply Monterey County CA Co., Winsupply of Silicon Valley Co., Stockton Windustrial Co., Sacramento Windustrial Co., Rocklin Windustrial Co., Woodland Windustrial Co., Modesto Windustrial Co., Winsupply Fresno County CA Co., Pittsburg Winsupply Co., Escondido Winsupply Co., Winsupply Lake Elsinore CA Co., Wyatt Irrigation Co.).

The “Released Claims” means claims, rights, demands, liabilities and causes of actions that are alleged or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in the Action including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements or disclosures; (v) failure to pay wages timely at time of termination or resignation (Labor Code 203); (vi) 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; (vii) Failure to Reimburse for Business Expenses under Labor Code Section 2802; (viii) all claims under the California Labor Code Private Attorneys General Act of 2004 (Labor Code 2698, et. seq.) or for civil penalties 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 based on the facts alleged in the operative complaint including but not limited to Labor Code sections 201-203, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197.1, 2802, and 2699, B&P Code 17200, et. seq., Civil Code 1021.5, claims regarding bonuses and commissions, as they relate to the factual allegations in the operative complaint, and the relevant Wage Orders issued by the Industrial Welfare Commission, any and all claims for attorneys’ fees and costs, and/or California Code of Civil Procedure section 1021, which are premised on the factual allegations of the operative complaint. This release shall apply to claims arising during the Class Period. Plaintiff will file an Amended Complaint to reflect the Class Period herein and all claims referenced in the release which were not previously included.

The “Class Period” during which the release of Released Claims pertains is from September 12, 2016 to May 1, 2022.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all of the claims articulated in the “PAGA Release” with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

“PAGA Release” means the following release: Upon remittance of the Gross Settlement Amount by Defendants to the Settlement Administrator and entry of judgment by the Court, PAGA Members and each of them, for themselves and their past, present and future representatives, attorneys, agents, heirs, executors, administrators, and assigns, and all those claiming by, through or under them, will fully and finally release and discharge Defendants and their past, present and/or future, direct and/or indirect, stockholders, shareholders, members, directors, managers, officers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, lenders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and related companies from all claims, rights, demands, liabilities and causes of action for civil penalties that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the PAGA letter, dated March 3, 2021, under the PAGA, Cal. Lab. Code §§ 2698, et seq., which are premised on alleged violations of the California Labor Code for: (i) failure to pay all regular wages, minimum wages, and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements or disclosures; (v) failure to pay wages timely at time of termination or resignation (Labor Code 203); and (vi) for civil penalties that could have been alleged based on the facts and claims asserted in the PAGA letter, dated March 3, 2021, including but not limited to Labor Code sections 201-203, 226, 226.7, 510, 512, 558, 1194, 2802 and 2699, and the relevant Wage Orders issued by the Industrial Welfare Commission, any and all claims for attorneys’ fees and costs, which are premised a violation of the PAGA based on the factual allegations of the operative complaint.”

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Released Parties with respect to the Released Claims (other than those which fall within the definition of the PAGA Release), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive your share of payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You may fill out and return the form attached as **Exhibit 1** or submit a document you prepare yourself. Regardless, you must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Negrete v. Winsupply*. I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by May 22, 2023. You cannot exclude yourself by phone.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Payment if you worked between September 7, 2019 and May 1, 2022, because the request for exclusion does not apply to the PAGA Release. You will not be legally bound by the release of Released Claims (except for Released Claims that fall within the definition of the PAGA Release).

If you exclude yourself, you may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Released Claims (except for Released Claims that fall within the definition of the PAGA Release).

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has approved DIVERSITY LAW GROUP, P.C. as Class Counsel. The firm’s contact information is:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee, Esq.
Max W. Gavron, Esq.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213)488-6555

Class Counsel will ask the Court for attorneys’ fees of up to \$666,667.00 and reimbursement of litigation cost/expenses of up to \$25,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

10. What if I want to object to this settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than May 22, 2023. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on July 14, 2023 and make an objection at that time, regardless of whether you submitted a written objection.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

12. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing at 10:00 a.m. on July 14, 2023 in Department CX105 of the Orange County Superior Court located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

13. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Further information regarding how to appear remotely can be found here: Appearance Procedure and Information, Civil Unlimited and Complex, located at https://www.occourts.org/mediarelations/covid/Civil_Unlimited_and_Complex_Appearance_Procedure_and_Information.pdf

14. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.phoenixclassaction.com/. You will also receive your portion of the settlement if you choose to not to exclude yourself.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to participate in any other lawsuit against Defendants or Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

16. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

17. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

Negrete contra Winsupply Inc. y otros.

Tribunal Superior del Condado de Orange, Caso n° 30-2021-01188066-CU-OE-CXC

**ESTE ES UN AVISO AUTORIZADO POR EL TRIBUNAL. NO ES UNA SOLICITUD.
LEA ATENTAMENTE ESTE AVISO.
SUS DERECHOS LEGALES SE VERÁN AFECTADOS TANTO SI ACTÚA COMO SI NO.**

A: Todos los empleados actuales y anteriores pagados por hora, no exentos, que fueron empleados por Winsupply Inc. y Orange County Windustrial Co. y otros Demandados Identificados pero No Nombrados* en el Estado de California en cualquier momento entre el 12 de septiembre de 2016 y el 1 de mayo de 2022.

***Los Demandados Identificados pero Innominados se enumeran en la Sección 7, bajo la definición de "Partes Exoneradas".**

INFORMACIÓN BÁSICA

1. ¿De qué trata este acuerdo?

Una demanda fue iniciada por Cassandra Negrete ("Demandante") contra Winsupply Inc. y Orange County Windustrial Co. (colectivamente "Demandados") el 9 de marzo de 2021. El caso está actualmente pendiente en el Tribunal Superior del Condado de Orange, Caso No. 30-2021-01188066-CU-OE-CXC.

La demanda alega que los Demandados violaron secciones del Código Laboral de California y del Código de Negocios y Profesiones de California. Específicamente, la demandante alega que los demandados no proporcionaron períodos de comida y descanso conformes y el pago de primas asociado, no pagaron adecuadamente a los empleados todos los salarios debidos por el tiempo trabajado, incluidos los salarios regulares, los salarios mínimos y los salarios por horas extraordinarias, no proporcionaron declaraciones o divulgaciones salariales completas y precisas, no pagaron oportunamente todos los salarios debidos al final del empleo, no reembolsaron a los empleados los gastos comerciales necesarios y mantuvieron prácticas comerciales desleales. El acuerdo también pretende recuperar las sanciones de conformidad con la Ley de Abogados Generales Privados de California ("PAGA"). En la demanda se afirma que los demandados infringieron el Código Laboral de California y el Código de Empresas y Profesiones de California, lo que da derecho a los miembros de la demanda colectiva, *entre otras cosas, a una* indemnización por daños y perjuicios, sanciones y restitución. Los Demandados niegan todas las supuestas violaciones y niegan que deban a los Miembros de la Clase ninguna reparación. El Tribunal no se ha pronunciado sobre el fondo del asunto.

2. ¿Por qué se trata de una demanda colectiva?

En una demanda colectiva, una o más personas denominadas Representante del grupo demandan en nombre de personas que parecen tener reclamaciones similares. Todas estas personas se denominan aquí Miembros de la Clase. En una demanda colectiva un tribunal resuelve los asuntos de todos los Miembros de la Clase en un solo juicio, excepto los que se excluyan de la Clase. El Tribunal Superior del Condado de Orange es el encargado de esta demanda colectiva.

3. ¿Por qué hay un acuerdo?

El Tribunal no ha decidido a favor de la Demandante ni de los Demandados. En lugar de ello, ambas partes acordaron un acuerdo que se formaliza en la Estipulación Conjunta de Acción Colectiva y Acuerdo PAGA ("Acuerdo" o "Acuerdo"). El 10 de marzo de 2023, el Tribunal concedió la aprobación preliminar del Acuerdo, designó a la Demandante Cassandra Negrete como Representante del Grupo y nombró a sus abogados de Diversity Law Group, P.C. como abogados del Grupo ("Abogados del Grupo").

El Representante del Grupo y los Abogados del Grupo creen que el Acuerdo es lo mejor para el Grupo.

¿QUIÉN ESTÁ EN EL ACUERDO?

4. ¿Cómo puedo saber si formo parte del acuerdo?

Usted es parte del Acuerdo, y un Miembro de la Clase, si fue empleado por los Demandados como empleado no exento y pagado por hora en el estado de California en cualquier momento entre el 12 de septiembre de 2016 y el 1 de mayo de 2022.

LOS BENEFICIOS DE LA LIQUIDACIÓN-LO QUE OBTIENE

5. ¿Qué proporciona el acuerdo?

El Acuerdo establece que ciertos Demandados pagarán un máximo de Dos Millones de Dólares (\$2,000,000.00) ("Monto Bruto del Acuerdo"). Esto incluye todos los costes y honorarios de abogados de los Abogados del Grupo.

El "Importe Neto del Acuerdo" es la parte del Importe Bruto del Acuerdo que estará disponible para su distribución entre los Miembros del Grupo que no presenten solicitudes de exclusión válidas y a tiempo a cambio de la liberación de sus demandas colectivas. El Importe Neto del Acuerdo es el Importe Bruto del Acuerdo menos las siguientes cantidades (que están sujetas a la aprobación del Tribunal):

- A. **Los honorarios de los abogados a los Abogados del Grupo** no excederán el 33 1/3% del Monto Bruto del Acuerdo o Seiscientos Sesenta y Seis Mil Seiscientos Sesenta y Siete Dólares (\$666,667.00);
- B. **Los Costes/Gastos del Litigio para los Abogados de la Demanda Colectiva** no excederán de Veinticinco Mil Dólares (\$25,000.00);
- C. **Pago de mejora para el representante del grupo de demandantes por** un importe no superior a diez mil dólares (\$10,000.00);
- D. **Los Costes de Administración del Acuerdo** que actualmente se estiman en Dieciocho Mil Novecientos Veinticinco Dólares (\$18,925.00); y
- E. **Pago PAGA** por un monto de Ciento Cincuenta Mil Dólares (\$150,000.00) para el arreglo de reclamos que surjan bajo la Ley General de Abogados Privados de 2004 (PAGA). El setenta y cinco por ciento (75%) de esta cantidad, (\$112,500.00) se pagará a la LWDA. El veinticinco por ciento (25%) restante (\$37,500.00) se distribuirá entre los empleados pagados por hora, no exentos, que trabajaron para los Demandados y otros Demandados Identificados, pero no Nombrados (enumerados en la Sección 7, a continuación) desde el 7 de septiembre de 2019 hasta el 1 de mayo de 2022, para la liberación de sus reclamaciones según lo establecido en el Descargo PAGA, descrito a continuación en la Sección 7.

La cantidad que tiene derecho a recibir del acuerdo, su "Pago individual del acuerdo", se determinará de forma *prorrataada*, en función del número de Períodos de pago que trabajó en California como empleado remunerado por hora y no exento de los Demandados y de otros Demandados identificados pero no identificados (enumerados en la Sección 7, más adelante) desde el 12 de septiembre de 2016 hasta el 1 de mayo de 2022 ("Períodos de pago"). Su Pago Individual del Acuerdo incluye tanto su parte estimada del Importe Neto del Acuerdo como, si reúne los requisitos, su parte del Pago PAGA.

[SÓLO PARA MIEMBROS PAGA: Su parte del Pago PAGA se calcula de forma *prorrataada* en función del número total de Períodos de Pago (completos o parciales) trabajados por cada Miembro PAGA durante el Período PAGA].

Su Pago de Liquidación Individual se prorrateará como treinta por ciento (30%) de salario, veinte por ciento (20%) de intereses y cincuenta por ciento (50%) de penalizaciones. La porción salarial del Pago de Liquidación Individual estará sujeta a retención para los impuestos del empleado y se informará en un Formulario W-2. Los impuestos sobre la nómina del empleador se pagarán por separado y además del Importe Bruto del Acuerdo. Las porciones de sanciones e intereses del pago de liquidación de cada miembro de la clase no estarán sujetas a ninguna retención y se informarán en un Formulario 1099 del IRS.

Usted trabajó «Total_Pay_Periods» Períodos de Pago durante el Período de la Clase. Su Pago Individual del Acuerdo es de «ESA_Before_Paga» El importe del pago puede cambiar en función del número de solicitudes de exclusión válidas y presentadas a tiempo en el Acuerdo, si las hubiera.

Este Monto se determinó sobre la base del registro de los Demandados de su empleo entre el 12 de septiembre de 2016 y el 1 de mayo de 2022, y se presume correcto. Si usted disputa la exactitud de los registros de los Demandados en cuanto al número de Períodos de Pago trabajados durante el Período de la Clase, debe ponerse en contacto con el Administrador del Acuerdo y proporcionar cualquier documentación que tenga que respalde dicha disputa antes del 22 de mayo de 2023. Todas las disputas relativas a sus Períodos de Pago serán abordadas por usted y las Partes o, si no llegan a un acuerdo, por el Tribunal, después de que usted presente las pruebas al Administrador del Acuerdo. La información de contacto del Administrador del Acuerdo figura a continuación:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503

CÓMO OBTENER UN PAGO DE LA LIQUIDACIÓN

6. ¿Cómo puedo obtener un pago?

No tiene que hacer nada para tener derecho al pago de su parte del Acuerdo.

7. ¿A qué renuncio si no solicito ser excluido del Acuerdo?

Tras la financiación del Importe Bruto del Acuerdo por parte de los Demandados y la entrada en vigor de la Orden de Aprobación Definitiva y la Sentencia Definitiva por parte del Tribunal, a cambio de la contraprestación establecida por el Acuerdo, los Miembros del Grupo que no presenten una solicitud de exclusión a tiempo liberarán a las "Partes Exoneradas" de las "Reclamaciones Exoneradas" durante el "Periodo del Grupo".

Las "Partes Exoneradas" significan los Demandados Winsupply Inc. y Orange County Windustrial Co., y sus pasados, presentes y/o futuros, directos y/o indirectos, accionistas, socios, directores, gerentes, directivos, empleados, agentes, representantes, abogados, aseguradores, reaseguradores, asociados, inversores, prestamistas, administradores, sociedades matrices, filiales, afiliadas, divisiones, predecesores, sucesores, cesionarios y empresas conjuntas, y empresas relacionadas (e incluyendo específicamente a los siguientes "Demandados Identificados Pero sin Nombre": Winsupply Van Nuys CA Co., Winsupply Vista CA Co., Winsupply Kearny Mesa CA Co., Inland Empire Windustrial Co, Winsupply Desert Cities CA Co., Winsupply Bakersfield CA Co., Winsupply Paso Robles CA Co., Riverside Winnelson Co., Winsupply San Diego CA Co., Temecula Winnelson Co., Ontario Winnelson Co., Winsupply Hesperia CA Co., Santa Fe Springs Winwater Works Co., San Diego Winsupply Co., Fremont Windustrial Co., Orange County Winwater Works Co., Santa Clara Windustrial Co., Winsupply S San Diego CA Co., Winsupply Monterey County CA Co., Winsupply of Silicon Valley Co., Stockton Windustrial Co., Sacramento Windustrial Co., Rocklin Windustrial Co., Woodland Windustrial Co., Modesto Windustrial Co., Winsupply Fresno County CA Co., Pittsburg Winsupply Co., Escondido Winsupply Co., Winsupply Lake Elsinore CA Co., Wyatt Irrigation Co.).

Las "Reclamaciones Exoneradas" significan las reclamaciones, derechos, demandas, responsabilidades y causas de acciones que se alegan o que razonablemente podrían haberse alegado basándose en los hechos y reclamaciones afirmados en la demanda operativa de la Acción incluyendo las siguientes reclamaciones: (i) falta de pago de todos los salarios regulares, salarios mínimos y salarios por horas extras adeudados; (ii) falta de provisión de períodos de comida o compensación en lugar de los mismos; (iii) falta de provisión de períodos de descanso o compensación en lugar de los mismos; (iv) falta de provisión de declaraciones o divulgaciones salariales completas y precisas; (v) falta de pago oportuno de salarios en el momento de la terminación o renuncia (Código Laboral 203); (vi) prácticas comerciales desleales que podrían haberse basado en las reclamaciones, causas de acción o teorías legales de agravio descritas anteriormente o en cualquiera de las reclamaciones, causas de acción o teorías legales de agravio alegadas en la demanda operativa; (vii) incumplimiento del reembolso de gastos comerciales según el Código Laboral, Sección 2802; (viii) todas las reclamaciones según la Ley de Abogados Generales Privados del Código Laboral de California de 2004 (Código Laboral 2698, y siguientes) o por sanciones civiles que podrían haberse basado en las reclamaciones, causas de acción o teorías legales descritas anteriormente o en cualquiera de las reclamaciones, causas de acción o teorías legales de reparación basadas en los hechos alegados en la demanda operativa, incluyendo, pero sin limitarse a, los artículos del Código Laboral 201-203, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197.1, 2802 y 2699, Código de B&P 17200, y siguientes, Código Civil 1021.5, reclamaciones relativas a bonificaciones y comisiones, en la medida en que se relacionen con las alegaciones de hecho de la demanda operativa, y las Órdenes Salariales pertinentes emitidas por la Comisión de Bienestar Industrial, todas y cada una de las reclamaciones de honorarios de abogados y costas, y/o el Código de Procedimiento Civil de California, sección 1021, que se basen en las alegaciones de hecho de la demanda operativa. Esta exoneración se aplicará a las reclamaciones que surjan durante el Periodo de la Demanda Colectiva. La Demandante presentará una Demanda Enmendada para reflejar el Periodo de la Clase aquí incluido y todas las reclamaciones a las que se hace referencia en el descargo que no se incluyeron previamente.

El "Periodo de la Demanda Colectiva" durante el cual corresponde la liberación de las Demandas Exoneradas es del 12 de septiembre de 2016 al 1 de mayo de 2022.

Se considerará que todos los Miembros del Grupo han liberado, transigido, comprometido, renunciado y exonerado de forma completa, definitiva y para siempre todas y cada una de las reclamaciones articuladas en el "Descargo PAGA" con respecto a todas las Partes Exoneradas, independientemente de si un Miembro del Grupo presenta una solicitud de exclusión.

"Exoneración PAGA" significa la siguiente exoneración: Tras la remisión del Importe Bruto del Acuerdo por parte de los Demandados al Administrador del Acuerdo y la entrada de la sentencia por parte del Tribunal, los Miembros de PAGA y cada uno de ellos, por sí mismos y por sus representantes pasados, presentes y futuros, abogados, agentes, herederos, albaceas, administradores y cesionarios, y todos aquellos que reclamen por, a través de o bajo ellos, liberarán y exonerarán total y definitivamente a los Demandados y a sus accionistas, socios, directores, directores, gerentes, ejecutivos, empleados, representantes, reaseguradores, socios, inversores, prestamistas, administradores, empresas matrices, subsidiarias, afiliadas, filiales, sucursales y filiales de PAGA, gerentes, funcionarios, empleados, agentes, representantes, abogados, aseguradores, reaseguradores, socios, inversores, prestamistas, administradores, empresas matrices, subsidiarias, filiales, divisiones, predecesores, sucesores, cesionarios y empresas conjuntas, y empresas relacionadas de todas las reclamaciones, derechos, demandas, responsabilidades y causas de acción por sanciones civiles que se aleguen, o que razonablemente podrían haberse alegado sobre la base de los hechos y reclamaciones afirmados en la carta PAGA, de fecha 3 de marzo de 2021, en virtud de la PAGA, Código Laboral de California §§ 2698, y siguientes, que se basan en supuestas violaciones del Código Laboral de California por: (i) no pagar todos los salarios regulares, salarios mínimos y salarios por horas extraordinarias debidos; (ii) no proporcionar períodos de comida o compensación en su lugar; (iii) no proporcionar períodos de descanso o compensación en su lugar; (iv) no proporcionar declaraciones o divulgaciones salariales completas y precisas; (v) falta de pago oportuno de los salarios en el momento del despido o la dimisión (Código Laboral 203); y (vi) por las sanciones civiles que podrían haberse alegado basándose en los hechos y reclamaciones afirmados en la carta PAGA, con fecha 3 de marzo de 2021,

incluyendo, entre otros, los artículos del Código Laboral 201-203, 226, 226.7, 510, 512, 558, 1194, 2802 y 2699, y las Órdenes Salariales pertinentes emitidas por la Comisión de Bienestar Industrial, todas y cada una de las reclamaciones por honorarios de abogados y costas, que tengan como premisa una violación de la PAGA basada en las alegaciones de hecho de la queja operativa".

EXCLUIRSE DE LA LIBERACIÓN DE RECLAMACIONES NO PAGADAS

Si desea conservar el derecho a demandar o continuar demandando a las Partes Exoneradas con respecto a las Reclamaciones Exoneradas (distintas de aquellas que entran dentro de la definición de la Exoneración PAGA), deberá presentar una solicitud de exclusión de conformidad con los requisitos establecidos en el presente documento. Si se excluye, no recibirá su parte de pago del Importe Neto del Acuerdo. Sin embargo, si reúne los requisitos, seguirá recibiendo un pago por un importe igual a su parte proporcional estimada del Pago PAGA, ya que la Solicitud de Exclusión no es aplicable a esta reclamación.

8. ¿Cómo puedo no participar en el Acuerdo?

Para excluirse de la liberación de Reclamaciones Liberadas debe presentar una solicitud de exclusión por escrito. Puede rellenar y devolver el formulario adjunto como **Anexo 1** o presentar un documento preparado por usted mismo. En cualquier caso, debe incluir su nombre, dirección, número de teléfono y los cuatro últimos dígitos de su número de la seguridad social y/o número de identificación de empleado. Su solicitud de exclusión también debe incluir una declaración de que no desea ser incluido en esta acción similar a la siguiente: "Deseo excluirme del acuerdo de demanda colectiva alcanzado en el asunto de *Negrete contra Winsupply*. Entiendo que al excluirme no recibiré dinero de la parte de la demanda colectiva del acuerdo".

El escrito de exclusión debe enviarse por correo al Administrador del Acuerdo a la dirección indicada a continuación, con matasellos de correos antes del 22 de mayo de 2023. No puede excluirse por teléfono.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503

Si solicita ser excluido, no recibirá el pago de ninguna porción del Monto Neto del Acuerdo y no podrá objetar el Acuerdo. Aún podrá recibir una parte del Pago PAGA si trabajó entre el 7 de septiembre de 2019 y el 1 de mayo de 2022, porque la solicitud de exclusión no se aplica a la Exoneración PAGA. Usted no estará legalmente obligado por la exoneración de las Reclamaciones Exoneradas (excepto por las Reclamaciones Exoneradas que entren dentro de la definición de la Exoneración PAGA).

Si se excluye, es posible que pueda demandar a los Demandados y/o a las Partes Exoneradas o continuar cualquier demanda que tenga pendiente contra los Demandados o las Partes Exoneradas, en relación con las Reclamaciones Exoneradas (excepto las Reclamaciones Exoneradas que entren dentro de la definición de la Exoneración PAGA).

LOS ABOGADOS QUE LE REPRESENTAN

9. ¿Tengo un abogado en este caso?

El Tribunal ha aprobado a DIVERSITY LAW GROUP, P.C. como Abogado del Grupo. La información de contacto del bufete es

DIVERSITY LAW GROUP, P.C.
Larry W. Lee, Esq.
Max W. Gavron, Esq.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Teléfono: (213)488-6555

Los Abogados del Grupo solicitarán al Tribunal unos honorarios de abogados de hasta \$666,667.00 y el reembolso de los costes/gastos del litigio de hasta \$25,000.00. Estas cantidades están sujetas a la aprobación del Tribunal y el Tribunal puede conceder menos de estas cantidades. **OBJETAR AL ACUERDO**

10. ¿Qué ocurre si quiero oponerme a este acuerdo?

Si usted es un Miembro del Grupo, puede objetar al Acuerdo y puede dar las razones por las que cree que el Tribunal no debería aprobarlo. El Tribunal tendrá en cuenta sus opiniones. Para objetar, debe enviar su objeción por correo al Administrador del Acuerdo a más tardar el 22 de mayo de 2023. Su objeción debe incluir su f nombre completo, dirección, número de teléfono, los cuatro últimos dígitos de su número de la seguridad social o número de identificación de empleado, y la razón específica de su objeción. También puede acudir a la Audiencia de Aprobación Definitiva el 14 de julio de 2023 y presentar una objeción en ese momento, independientemente de si presentó una objeción por escrito.

11. ¿Cuál es la diferencia entre objetar y excluir?

Objetar es simplemente decirle al Tribunal que no le gusta algo del Acuerdo. Sólo puede objetar si permanece en el Grupo. Excluirse es decirle al Tribunal que no quiere formar parte del Acuerdo. Si se excluye, no tiene base para objetar porque el caso ya no le afecta.

LA AUDIENCIA DE EQUIDAD DEL TRIBUNAL

12. ¿Cuándo y dónde decidirá el Tribunal si aprueba el acuerdo?

El Tribunal celebrará una audiencia para decidir si concede la aprobación definitiva del Acuerdo ("Audiencia de aprobación definitiva"). Usted puede asistir, pero no está obligado a hacerlo. El Tribunal celebrará la Audiencia de Aprobación Definitiva a las 10:00 a.m. del 14 de julio de 2023 en el Departamento CX105 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, California 92701.

En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado, y determinará si concede la aprobación final del Acuerdo. Si hay objeciones, el Tribunal las considerará.

13. ¿Tengo que acudir a la audiencia?

No. Si está de acuerdo con el Acuerdo no tiene que acudir al Juzgado para hablar de ello. Sin embargo, puede asistir. También puede contratar a su propio abogado a sus expensas para que asista en su nombre. Puede asistir en persona, pero también puede hacerlo a distancia si lo desea. Encontrará más información sobre cómo comparecer a distancia aquí: Procedimiento de Comparecencia e Información, Civil Ilimitado y Complejo, ubicado en https://www.occourts.org/mediarelations/covid/Civil_Unlimited_and_Complex_Appearance_Procedure_and_Information.pdf.

14. ¿Cómo sabré si se ha aprobado el acuerdo

Se publicará una notificación de la sentencia definitiva en el sitio web del Administrador del Acuerdo, ubicado en www.phoenixclassaction.com/. También recibirá su parte del acuerdo si decide no excluirse.

SI NO HACE NADA

15. ¿Qué ocurre si no hago nada?

Si no hace nada, recibirá su parte del Acuerdo y liberará las Reclamaciones Exoneradas. No podrá participar en ningún otro litigio contra los Demandados o las Partes Exoneradas sobre las Reclamaciones Exoneradas, nunca más. Se le enviará por correo su pago individual del acuerdo y seguirá siendo válido y negociable durante 180 días. Si no cobra su cheque de liquidación en un plazo de 180 días, estos fondos se transferirán al Fondo de Propiedad No Reclamada del Interventor del Estado de California. Podrá entonces reclamar estos fondos desde allí.

OBTENER MÁS INFORMACIÓN

16. ¿Cómo puedo obtener más información?

Este aviso resume el Acuerdo propuesto. Encontrará más detalles en el Acuerdo de conciliación. Puede obtener una copia del Acuerdo de Conciliación poniéndose en contacto con el Administrador del Acuerdo o con el Abogado del Grupo.

¿QUÉ OCURRE SI CAMBIAN MIS DATOS?

17. ¿Qué ocurre si cambian mis datos de contacto?

Es su responsabilidad informar al Administrador del Acuerdo de sus datos actualizados para garantizar la recepción de los pagos del acuerdo o de las comunicaciones relativas a este asunto. Puede cambiar o actualizar su información de contacto poniéndose en contacto con el Administrador del Acuerdo.

NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO JUDICIAL O AL JUEZ

REQUEST FOR EXCLUSION

Negrete v. Winsupply Inc., et. al.

Orange County Superior Court, Case No. 30-2021-01188066-CU-OE-CXC
COMPLETE AND SIGN THIS FORM IF YOU WANT TO **EXCLUDE** YOURSELF FROM THE *NEGRETE V. WINSUPPLY INC.* CLASS ACTION SETTLEMENT. YOU MAY NOT REQUEST EXCLUSION FROM THE PAGA CLAIMS

I am/was employed by Orange County Windustrial Co., Winsupply, Inc. or other Identified but Unnamed Defendants* (“Winsupply”) as an hourly-paid, non-exempt employee in the State of California from September 12, 2016 to May 1, 2022.

I wish to be excluded from the class action settlement reached in the matter of *Negrete v. Winsupply*. I understand that by excluding myself I will not receive money from the class portion of the settlement.

Full Name: _____

Mailing Address: _____

Telephone Number: _____

Last Four (4) Digits of Your Social Security Number: _____ and/or Employee ID Number: _____

Signature

Dated: _____

THIS DOCUMENT MUST BE SENT VIA U.S. MAIL POSTMARKED NO LATER THAN MAY 22, 2023 TO:
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

IF YOU WANT TO RECEIVE MONEY FROM THE CLASS ACTION SETTLEMENT, **DO NOT** RETURN THIS FORM.

* Identified but Unnamed Defendants are listed in Section 7 of the accompanying Notice of Proposed Class Action Settlement.

SOLICITUD DE EXCLUSIÓN

Negrete contra Winsupply Inc. y otros.

Tribunal Superior del Condado de Orange, Caso nº 30-2021-01188066-CU-OE-CXC
RELLENE Y FIRME ESTE FORMULARIO SI DESEA **EXCLUIRSE DEL** ACUERDO DE DEMANDA
COLECTIVA. *NEGRETE V. WINSUPPLY INC.* NO PUEDE SOLICITAR LA EXCLUSIÓN DE LAS
RECLAMACIONES DE PAGA

Soy/era empleado de Orange County Windustrial Co., Winsupply, Inc. u otros Demandados Identificados pero No Nombrados* ("Winsupply") como empleado remunerado por horas y no exento en el Estado de California desde el 12 de septiembre de 2016 hasta el 1 de mayo de 2022.

Deseo ser excluido del acuerdo de demanda colectiva alcanzado en el asunto de *Negrete contra Winsupply*. Entiendo que al excluirme no recibiré dinero de la parte del acuerdo correspondiente a la demanda colectiva.

Nombre Completo: _____

Dirección Postal: _____

Número de Teléfono: _____

Cuatro (4) últimos dígitos de su ssn: _____ y/o Número de Identificación de Empleado: _____

Firma

Fecha: _____

ESTE DOCUMENTO DEBE ENVIARSE POR CORREO DE EE.UU. CON MATASELLOS NO POSTERIOR
AL 22 DE MAYO DE 2023 A:

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

SI DESEA RECIBIR DINERO DEL ACUERDO DE LA DEMANDA COLECTIVA, **NO** DEVUELVA ESTE
FORMULARIO.

* Los Demandados identificados pero sin nombre se enumeran en la Sección 7 del Aviso de Propuesta de Acuerdo de Demanda Colectiva adjunto.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	784
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	783
Subtotal Admin Only	\$19,053.89

Not-to-Exceed Total **\$18,925.00**

June 21, 2023

Case: Negrete v. WinSupply Opt-Out wLanguage

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$140.65	1	\$140.65
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$150.00	1	\$150.00
Total			\$822.65

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.25	784	\$196.00
Notice Packet & Opt-Out Form	\$1.25	784	\$980.00
Estimated Postage (up to 2 oz.)*	\$0.81	784	\$635.04
Language Translation	\$900.00	1	\$900.00
Static Website	\$200.00	1	\$200.00
Total			\$3,286.04



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	3	\$165.00
Skip Tracing Undeliverables	\$1.75	157	\$274.40
Remail Notice Packets	\$1.25	157	\$196.00
Estimated Postage	\$0.81	157	\$127.01
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$862.41

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	4	\$500.00
Mail Class Checks *	\$1.25	783	\$978.75
Estimated Postage	\$0.58	783	\$454.14
Total			\$2,997.89

* 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	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	157	\$234.90
Case Associate	\$50.00	3	\$150.00
Reconcile Uncashed Checks	\$70.00	3	\$210.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting *	\$950.00	1	\$950.00
(1 State Tax Reporting Included)	\$225.00	33	\$7,425.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office Estimated 60 Total Class Members	\$225.00	1	\$225.00
Total			\$10,164.90

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

Estimate Total: \$19,053.89



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

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.