

Edwin Aiwazian (SBN 232943)  
Arby Aiwazian (SBN 269827)  
Joanna Ghosh (SBN 272479)  
Selena Matavosian (SBN 348044)  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs Alberto Gonzalez and James Picarello

*[Additional counsel listed on following page]*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES - COMPTON COURTHOUSE**

ALBERTO GONSALEZ, individually, and on  
behalf of other aggrieved employees pursuant  
to the California Private Attorneys General  
Act;

Plaintiff,

vs.

CARLTON FORGE WORKS, a California  
corporation; PRECISION CASTPARTS  
CORP., an unknown business entity; and  
DOES 1 through 100, inclusive,

Defendants.

DONALD BENNETT, as an aggrieved  
employee pursuant to the Private  
Attorneys General Act ("PAGA"), on  
behalf of the State of California and other  
aggrieved employees,

Plaintiff,

vs.

CARLTON FORGE WORKS, a  
California corporation; PRECISION  
CASTPARTS CORP., an Oregon  
corporation; WYMAN-GORDAN  
COMPANY, a Massachusetts corporation;  
and DOES 1 through 10 inclusive,

Defendants.

Case No.: 21CMCV00141

Honorable Fumiko Wasserman  
Department B

**CLASS ACTION**

**DECLARATION OF JENNIFER  
BELIVEAU OF SIMPLURIS, INC.  
REGARDING NOTICE AND  
SETTLEMENT ADMINISTRATION**

|                 |                    |
|-----------------|--------------------|
| Reservation ID: | Scheduled by Court |
| Date:           | March 19, 2024     |
| Time:           | 8:30 a.m.          |
| Department:     | B                  |

|                                |               |
|--------------------------------|---------------|
| <i>Gonzalez</i> Action Filed:  | June 7, 2021  |
| <i>Bennett</i> Action Filed:   | June 25, 2021 |
| <i>Picarello</i> Action Filed: | July 26, 2021 |
| Trial Date:                    | None Set      |

1 JAMES PICARELLO, individually, an on  
2 behalf of other members of the general public  
similarly situated;

3 Plaintiff,

4 vs.

5 CARLTON FORGE WORKS, INC., a  
6 California corporation; and DOES 1 through  
100, inclusive,

7 Defendants.  
8

9 Raul Perez (SBN 174687)  
10 Raul.Perez@capstonelawyers.com  
11 Mark A. Ozzello (SBN 116595)  
12 Mark.Ozzello@capstonelawyers.com  
13 **CAPSTONE LAW APC**  
14 1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
Telephone: (310) 556-4811  
Facsimile: (310) 943-0396

15 Attorneys for Plaintiff Donald Bennett  
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1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (502) 414-1543. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

3. Simpluris was approved by counsel for Alberto Gonzalez, Donald Bennett, and James Picarello (together, “Plaintiffs”), and Carlton Forge Works, Precision Castparts Corp, Wyman-Gordan Company, and Carlton Forge Works, Inc. (together, “Defendants”) (collectively the “Parties”), to provide settlement administration services in the *Alberto Gonzalez, et al. v. Carlton Forge Works, et al.* case (“Settlement”). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel, Participating Class Members, and Aggrieved Employees; (d) printing and mailing the Court Approved Notice of Class and PAGA Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) to Class Members in English and Spanish; (e) receiving and validating Requests for Exclusion, objections to the Class Settlement, and/or challenges to Workweeks submitted by Class Members; (f) calculating employer payroll taxes and providing appropriate forms and calculations to Defendants; (g) mailing Individual Settlement Payment checks to Participating Class Members and Individual PAGA Payments to Aggrieved Employees., (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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1 **TOLL-FREE TELEPHONE HELPLINE**

2 4. A toll-free telephone number was included in the Class Notice for the purpose of allowing  
3 the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is  
4 accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process.  
5 Callers have the option to speak with a live call center representative during normal business hours or to  
6 leave a message and receive a return call during non-business hours. Spanish-speaking representatives  
7 are available during normal business hours. The toll-free telephone number included in the Class Notice  
8 was (888) 369-3780 and was live on December 4, 2023.

9 **NOTIFICATION TO THE CLASS**

10 5. On November 1, 2023, Simpluris received the Court Approved Notice of Class and PAGA  
11 Action Settlement and Hearing Date for Final Court Approval (i.e., “Class Notice”). The Class Notice  
12 advised Class Members of their right to request exclusion from the Class Settlement, object to the Class  
13 Settlement, challenge Workweeks, do nothing, and the implications of each such action. The Class  
14 Notice advised Class Members of applicable deadlines and other events, including the Final Approval  
15 Hearing, and how Class Members could obtain additional information.

16 6. Between November 3, 2023, and November 13, 2023, respectively, Defendant’s Counsel  
17 provided Simpluris a Class Data containing each Class Member’s and Aggrieved Employee’s full names,  
18 last-known mailing addresses, Social Security Numbers, Workweeks during the Class Period, and  
19 Workweeks during the PAGA Period (“Class Data”). The Class Data contained data for four hundred  
20 sixty-four (464) individuals.

21 7. The mailing addresses contained in the Class Data were processed and updated utilizing  
22 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA  
23 contains requested changes of address filed with the U.S. Postal Service. In the event that any individual  
24 had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be  
25 utilized in connection with the mailing of the Class Notice. Simpluris was able to locate thirty-one (31)  
26 updated addresses using NCOA prior to the mailing of the Class Notice.

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1           8.       On December 4, 2023, the Class Notice was mailed to four hundred fifty (450) individuals  
2 identified as Class Members, of which three hundred twenty-six (326) are Aggrieved Employees. The  
3 Class List was mailed via First Class in English and Spanish. A copy of the Class Notice is attached  
4 hereto as **Exhibit A**.

5           9.       A total of thirteen (13) Class Notices were returned to Simpluris. Of these, two (2) were  
6 returned with a forwarding address and Simpluris promptly re-mailed the Class Notice to the provided  
7 forwarding address. If a Class Member's Class Notice was returned by the USPS as undeliverable and  
8 without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of  
9 these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris used the  
10 Class Member's name and previous address to locate a current address. Through the advanced address  
11 searches, Simpluris was able to locate nine (9) updated addresses and Simpluris promptly mailed a Class  
12 Notice to those updated addresses. Ultimately, there are two (2) Class Notices that remain undeliverable.

13           10.     The Escalator Clause of the Settlement Agreement indicates that if the number of  
14 Workweeks worked by Class Members during the period of July 26, 2017, through May 26, 2022,  
15 exceeds fifty-one thousand eight hundred thirty-eight (51,838) by more than ten percent (10%) (i.e., the  
16 Workweeks for the period referenced are actually more than fifty-seven thousand twenty-two (57,022),  
17 Defendant agrees to increase the Gross Settlement Amount on a proportional basis. The total number of  
18 Workweeks during this period was fifty-five thousand nine hundred ninety-seven (55,997), which does  
19 not exceed the Escalator Clause. Therefore, the Escalator Clause is not triggered, and the Gross  
20 Settlement Amount remains \$1,850,000.00.

21  
22                   **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

23           11.     The deadline for Class Members to submit a Request for Exclusion from the Class  
24 Settlement, objection to the Class Settlement, or a challenge to Workweeks was February 2, 2024.

25           12.     As of this date, Simpluris has not received any Requests for Exclusion from the Class  
26 Settlement from Class Members.

27           13.     As of this date, Simpluris has not received any objections to the Class Settlement from  
28 Class Members.

14. As of this date, Simpluris has not received any challenges to Workweeks from Class Members.

**CLASS MEMBER AWARDS**

15. As of this date, there are four hundred and fifty (450) Class Members who worked 55,997 Workweeks, who did not submit a valid and timely Request for Exclusion from the Class Settlement (“Participating Class Member(s)”), and who will be paid their portion of the Net Settlement Amount. Of the four hundred fifty (450) Participating Class Members, three hundred twenty-six (326) are also Aggrieved Employees and will be paid out of the twenty-five percent (25%) portion of the PAGA Penalties.

16. The Net Settlement Amount of \$943,111.00 available to pay Participating Class Members was determined by subtracting the following requested amounts for Attorneys’ Fees (\$647,500.00), Attorneys’ Costs (\$20,000.00), Class Representative Service Payments (\$30,000.00), PAGA Penalties (\$200,000.00), and the Administration Expenses Payment (\$9,389.00) from the Gross Settlement Amount of \$1,850,000.00.

17. The average estimated Individual Settlement Payment is \$2,095.80, the highest estimated Individual Settlement Payment is \$4,581.07, and the lowest estimated Individual Settlement Payment is \$16.84.

18. Pursuant to the Settlement Agreement, twenty-five percent (25%) of the PAGA Penalties (\$50,000.00) will be payable *pro rata* to Aggrieved Employees based on their Workweeks worked during the PAGA Period, regardless of whether he or she opts out of the Class Settlement, and seventy-five percent (75%) of the PAGA Penalties (\$150,000.00) will be payable to the Labor & Workforce Development Agency (“LWDA” (“LWDA PAGA Payment”).

19. As of this date, there are three hundred and twenty-six (326) Aggrieved Employees who worked 18,019 Workweeks and who will be paid their portion of the twenty-five percent (25%) share of the PAGA Penalties, or \$50,000.00.

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20. The average estimated Individual PAGA Payment is \$153.37, the highest estimated Individual PAGA Payment is \$369.05, and the lowest estimated Individual PAGA Payment is \$2.77.

## ADMINISTRATION COSTS

21. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$9,389.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments. A true and correct copy of the invoice from Simpluris is attached hereto as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26th day of February 2024, in Independence, Virginia.

Beirlean

JENNIFER BELIVEAU

# **EXHIBIT A**

**COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR  
FINAL COURT APPROVAL**

***Alberto Gonzalez, et al. v. Carlton Forge Works, et al.***

**Superior Court of California for the County of Los Angeles, Case No. 21CMCV00141**

**PLEASE READ THIS NOTICE CAREFULLY.**

**You have received this Notice because Defendants' 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.**

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

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«Barcode»

«City», «State» «Zip»

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Alberto Gonzalez, Donald Bennett, and James Picarello (together, "Plaintiffs") and Defendants Carlton Forge Works, Precision Castparts Corp., Wyman-Gordon Company, and Carlton Forge Works, Inc. (together, "Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Alberto Gonzalez, et al. v. Carlton Forge Works, et al.*, Los Angeles County Superior Court, Case No. 21CMCV00141, which may affect your legal rights. On October 17, 2023, the Court granted preliminary approval of the settlement and scheduled a hearing on March 19, 2024 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 non-exempt, hourly-paid employees of Carlton Forge Works, Inc. who worked in California at any time during the Class Period.

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

**"Class Period"** is the time period from July 26, 2017 to November 10, 2022.

**"Class Settlement"** means the settlement and resolution of all Released Class Claims.

**"Aggrieved Employees"** means all current and former non-exempt, hourly-paid employees of Carlton Forge Works, Inc. who worked in California at any time during the PAGA Period.

**"PAGA Period"** means the time period from April 2, 2020 to November 10, 2022.

**"PAGA Settlement"** means the settlement and resolution of the Released PAGA Claims.

**II. BACKGROUND OF THE LAWSUIT**

On April 2, 2021, Plaintiff Gonzalez provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff Gonzalez contends were violated ("*Gonzalez PAGA Letter*"). On June 7, 2021, Plaintiff Gonzalez commenced a representative action lawsuit under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, et seq. ("PAGA") by filing the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("*Gonzalez Complaint*") against Defendants Carlton Forge Works and Precision Castparts Corp. in the Los Angeles County Superior Court, Case No. 21CMCV00141 ("*Gonzalez Action*").

On April 16, 2021, Plaintiff Bennett provided written notice to the LWDA and Defendants of the specific provisions of the California Labor Code that Plaintiff Bennett contends were violated ("*Bennett PAGA Letter*") (together, with the *Gonzalez PAGA Letter*, the "PAGA Letters"). On June 25, 2021, Plaintiff Bennett commenced a representative action lawsuit under PAGA by filing the PAGA Complaint ("*Bennett Complaint*") against Defendants Carlton Forge Works, Precision Castparts Corp., and Wyman-Gordon Company in the Los Angeles County Superior Court, Case No. 21STCV23764 ("*Bennett Action*").

On July 26, 2021, Plaintiff Picarello commenced a putative class action lawsuit by filing the Class Action Complaint for Damages (“*Picarello* Complaint”) against Defendant Carlton Forge Works, Inc. in the Los Angeles County Superior Court, Case No. 21STCV27273 (“*Picarello* Action”). The *Gonsalez* Complaint, *Bennett* Complaint, and *Picarello* Complaint are collectively referred to as the “Complaints,” and the *Gonsalez* Action, *Bennett* Action, and *Picarello* Action are collectively referred to as the “Actions.”

Plaintiffs alleges that Defendants 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 accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny Plaintiffs’ allegations in their entirety. Defendants contend that they paid all minimum wages due to their employees, paid all overtime wages due to their employees, provided all required meal periods to their employees, provided all required rest breaks to their employees, timely paid their employees all wages during their employment and at separation, provided their employees with legally compliant wage statements, maintained legally compliant payroll records, reimbursed their employees for all business expenses they incurred, did not commit any acts of unfair competition, complied with all requirements contained in the California Private Attorneys General Act, and complied with all other requirements of state and federal law. Defendants contend that their affirmative defenses to this action may otherwise prevent or limit Plaintiffs’ class and PAGA claims.

After participating in mediation with a neutral third-party mediator, the Parties agreed to a settlement and entered into a Class and PAGA Action Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On October 17, 2023, the Court entered an order preliminarily approving the Settlement. Pursuant to that order, the Court has appointed Simpluris, Inc as the administrator of the Settlement (“Administrator”), Plaintiffs Alberto Gonsalez, Donald Bennett, and James Picarello as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian  
Joanna Ghosh  
Brian J. St. John  
**Lawyers for Justice, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Raul Perez  
Mark Ozzello  
**Capstone Law, APC**  
1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
Telephone: (310) 556-4811 / Fax: (310) 943-0396

If you are a Class Member, you do not need to 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 an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

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 Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendants, 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 Class Members, the State of California, and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Actions 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 Gross Settlement Amount is One Million Eight Hundred Fifty Thousand Dollars and Zero Cents (\$1,850,000.00) (the “Gross Settlement Amount”), subject to possible increase if it is determined that the number of Workweeks exceeds a predetermined threshold. The portion of the Gross 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 Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$647,500.00 if the Gross Settlement Amount is \$1,850,000.00) (“Class Counsel Fees Payment”) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (“Class Counsel Litigation Expenses Payment”) to Class Counsel; (2) Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs for their services in the Actions (for a collective total of \$30,000.00); (3) the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”), of which the LWDA will be paid 75% (i.e., \$150,000.00) and the remaining 25% (i.e., \$50,000.00) will be distributed to Aggrieved Employees; and (4) Administration Expenses Payment in an amount not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) to the Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Class Payment”) based on the number of weeks each Class Member worked for Carlton Forge Works, Inc. as a non-exempt, hourly-paid employee in California during the Class Period (“Workweeks”). The Administrator has divided the Net Settlement Amount by the total number of Workweeks worked by all Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement (“Participating Class Members”), and multiplied the result by each Participating Class Member’s individual number of Workweeks to yield his or her estimated Individual Class Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Participating Class Members will be issued payment of their final Individual Settlement Payment.

Each Individual Class Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest, penalties, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Class Payment will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Class Payment, resulting in a net payment to the Participating Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contribution in connection with the wages portion of Individual Class Payments shall be paid by Defendants separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the twenty-five percent (25%) portion of the PAGA Penalties (“Individual PAGA Payment”) based on the number of Workweeks each Aggrieved Employee worked for Carlton Forge Works during the PAGA Period. The Administrator has divided the twenty-five percent (25%) portion of the PAGA Penalties by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period, and multiplied the result by each Aggrieved Employee’s individual number of Workweeks during the PAGA Period to yield 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). Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

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

#### **B. Your Workweeks Based on Defendants’ Records**

According to Defendants’ records,

- **From July 26, 2017 through November 10, 2022 (i.e., the Class Period), you are credited as having worked «MERGED\_WW» Workweeks.**
- **From April 2, 2020 through November 10, 2022 (i.e., the PAGA Period), you are credited as having worked «MERGED\_PAGA\_WW» Workweeks.**

If you wish to challenge the Workweeks credited to you, you may submit your challenge by way of e-mail or a written letter that is sent to the Administrator that includes: (a) the case name and number of the *Gonzalez* Action (*Alberto Gonzalez, et al. v. Carlton Forge Works, et al.*, Case No. 21CMCV00141); (b) your full name, address, email address or telephone number, and last four digits of your Social Security number; and (c) a statement explaining why the number of Workweeks credited to you is not correct and what you contend is the correct number to be credited. The challenge to Workweeks must be returned by e-mail or mail to the Administrator at the specified address listed in Section IV.B below, postmarked **on or before February 2, 2024**.

**C. Your Estimated Individual Class Payment and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Class Payment and/or Individual PAGA Payment (if applicable) is based on the number of Workweeks credited to you.

**Under the terms of the Settlement, your Individual Class Payment is estimated to be \$«MERGED\_EstSettAmnt\_CALC». The Individual Class Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«MERGED\_PAGAEstSettAmnt\_CALC» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Class Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and Individual PAGA Payment (if applicable) may be higher or lower.

**D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement (i.e., Participating Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on facts alleged in the Complaints, arising during the Class Period, including, but not limited to, claims for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 227.3, 510, 512(a), 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, 7-2001, and 9-2001 for failure to pay overtime wages, failure to provide meal periods and/or pay meal period premiums, failure to authorize/permit rest periods and/or pay rest period premiums, failure to pay minimum wages, failure to pay vested vacation wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and (unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, et seq. based on the aforementioned.

“Released PAGA Claims” all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, et seq., that were alleged, or reasonably could have been alleged, based on facts stated in the PAGA Letters and Complaints, arising during the PAGA Period, including, but not limited to, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 222.5, 226.7, 227.3, 510, 512(a), 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, 7-2001, and 9-2001 for failure to pay overtime wages, failure to provide meal periods and/or pay meal period premiums, failure to authorize/permit rest periods and/or pay rest period premiums, failure to pay minimum wages, failure to pay vested vacation wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

“Released Parties” means Defendants and each of its/their former and present officers, directors, shareholders, managers, executive-level employees, agents, principals, heirs, representatives, accountants, auditors, consultants, predecessors in interest, subsidiaries, affiliates, parents, and attorneys.

**E. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$647,500.00 if the Gross Settlement Amount is \$1,850,000.00) (“Class Counsel Fees Payment”) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (“Class Counsel Litigation Expenses Payment”), subject to approval by the Court. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment granted by the Court will be paid from the Gross Settlement Amount.

**F. Class Representative Service Payments to Plaintiffs**

Plaintiffs will seek the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) each (\$30,000.00 total) (“Class Representative Service Payments”), in recognition of their services in connection with the Actions. The Class Representative Service Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Settlement Payment and/or Individual PAGA Payment that they may be entitled to under the Settlement.

**G. Administration Expenses Payment to Administrator**

Payment to the Administrator is estimated not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) (“Administration Expenses Payment”) for the costs of the notice and settlement administration process, including and not limited to, translating the Class Notice to Spanish, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and challenges to Workweeks, calculating Individual Class Payments, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class 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 release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, 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 Released PAGA Claims described in Section III.D above.

As a Class Member and Aggrieved Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a written request to be excluded from the Class Settlement (“Request for Exclusion”) to the Administrator.

A Request for Exclusion must include: (a) the case name and number of the *Gonzalez* Action (*Alberto Gonzalez, et al. v. Carlton Forge Works, et al., Case No. 21CMCV00141*); (b) your full name, address, email address or telephone number, and last four digits of your Social Security number; (c) a clear statement that you do not wish to be included in the Class Settlement; and must (d) be returned by e-mail or mail to the Administrator at the specified address below, postmarked **on or before February 2, 2024**.

Simpluris, Inc.  
P.O. Box 26170  
Santa Ana, CA 92799  
Email: casesupport@simpluris.com

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class 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 timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Class 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. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion from the Class Settlement, by submitting a timely and valid written objection to the Administrator or presenting your objection at the Final Approval Hearing.

An objection must: (a) contain the case name and number of the *Gonzalez Action (Alberto Gonzalez, et al. v. Carlton Forge Works, et al., Case No. 21CMCV00141)*; (b) include your full name, address, e-mail address or telephone number, and last four digits of your Social Security number; (c) include a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) be returned by e-mail or mail to the Administrator at the specified address listed in section IV.B above, postmarked **on or before February 2, 2024**.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department B of the Los Angeles County Superior Court, located at the Compton Courthouse, 200 West Compton Boulevard, Compton, California 90220, on March 19, 2024, 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 grant the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative Service Payments to Plaintiffs, and Administration Expenses to the Administrator.

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

You can find information regarding appearing remotely through LA CourtConnect online at: <http://www.lacourt.org/laccligibility/ui/civil.aspx?casetype=ci>.

### **VI. ADDITIONAL INFORMATION**

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

You may view the Settlement Agreement and other court records in the Action for a fee by making an appointment in advance and visiting the civil clerk's office during business hours, located at the Compton Courthouse, 200 West Compton Boulevard, Ninth Floor, Compton, California 90220, or online by visiting the following website: <https://www.lacourt.org/casesummary/ui>.

You may also visit the Administrator's website at [www.simpluris.com/case-search](http://www.simpluris.com/case-search) for more information and documents relating to the Settlement, including the Final Approval Order and Judgment.

**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 ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 369-3780, OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

**NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE Y PAGA APROBADA POR LA CORTE Y FECHA DE AUDIENCIA PARA LA HOMOLOGACIÓN DEFINITIVA DE LA CORTE**

***Alberto Gonzalez, et al v. Carlton Forge Works, et al***  
**Corte Superior de California para el Condado de Los Ángeles, Caso No21CMCV00141**

**POR FAVOR, LEA ESTA NOTIFICACIÓN**

**Ha recibido esta Notificación porque los registros de los Demandados indican que puede ser elegible para participar en el acuerdo de acción de clase al que se llegó en el caso mencionado anteriormente.**

**No necesita tomar ninguna acción para recibir un pago del acuerdo.**

**Esta Notificación está diseñada para informarle sobre sus opciones y derechos legales con respecto al acuerdo.**

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»  
«Barcode\_182787»

«City», «State» «Zip»

**SE LE NOTIFICA QUE:** Se ha llegado a un acuerdo de acción de clase y representación entre los Demandantes Alberto Gonzalez, Donald Bennett y James Picarello (en conjunto, los “Demandantes”) y los Demandados Carlton Forge Works, Precision Castparts Corp., Wyman-Gordan Company, y Carlton Forge Works, Inc. (en conjunto, los “Demandados”) (los Demandantes y los Demandados se denominan colectivamente las “Partes”) en el caso titulado *Alberto Gonzalez, et al v. Carlton Forge Works, et al.*, Corte Superior del Condado de Los Ángeles, Caso No. 21CMCV00141, que puede afectar sus derechos legales. El 17 de octubre del 2023, la Corte otorgó la homologación preliminar del acuerdo y programó una audiencia el 19 de marzo del 2024 a las 8:30 a. m. (“Audiencia de Homologación Definitiva”) para determinar si la Corte debería otorgar o no la homologación definitiva del acuerdo.

**I. DEFINICIONES IMPORTANTES**

“**Clase**” significa todos los empleados actuales y exempleados no exentos por hora de Carlton Forge Works, Inc. que trabajaron en California en cualquier momento durante el Período de la Clase.

“**Miembro de la Clase**” se refiere a un miembro de la Clase.

“**Período de la Clase**” es el período comprendido entre el 26 de julio del 2017 y el 10 de noviembre del 2022.

“**Acuerdo de Clase**” significa el acuerdo y resolución de todos los Reclamos Exonerados de la Clase.

“**Empleados Agraviados**” se refiere a todos los empleados actuales y exempleados no exentos por hora de Carlton Forge Works, Inc. que trabajaron en California en cualquier momento durante el Período de la PAGA.

“**Período de la PAGA**” significa el período de tiempo comprendido entre el 2 de abril del 2020 y el 10 de noviembre del 2022.

“**Acuerdo en virtud de la PAGA**” significa el acuerdo y resolución de los Reclamos Exonerados en virtud de la PAGA.

**II. ANTECEDENTES DEL JUICIO**

El 2 de abril del 2021, el Demandante Gonzalez proporcionó una notificación por escrito a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”) y a los Demandados sobre las disposiciones específicas del Código Laboral de California que el Demandante Gonzalez sostiene que fueron violadas (“Carta de la PAGA de Gonzalez”). El 7 de junio del 2021, el Demandante Gonzalez inició un juicio de acción representativa conforme a la Ley de Procuraduría General Privada de 2004 (“PAGA”) conforme al Artículo 2698, *et seq.* del Código Laboral de California mediante la presentación de la Demanda por Cumplimiento en virtud de la Ley de Procuraduría General Privada, Artículo 2698, *et seq.* del Código Laboral de California (“Demanda Gonzalez”) contra los Demandados Carlton Forge Works y Precision Castparts Corp. en la Corte Superior del Condado de Los Ángeles, Caso No. 21CMCV00141 (“Acción Gonzalez”).

El 16 de abril del 2021, el Demandante Bennett proporcionó una notificación por escrito a la LWDA y a los Demandados sobre las disposiciones específicas del Código Laboral de California que el Demandante Bennett sostiene que fueron violadas (“Carta de la PAGA de Bennett”) (junto con la Carta de la PAGA de *Gonzalez*, las “Cartas de la PAGA”). El 25 de junio del 2021, el Demandante Bennett inició un juicio de acción representativa conforme a la PAGA presentando la Demanda en virtud de la PAGA (“Demanda *Bennett*”) contra los Demandados Carlton Forge Works, Precision Castparts Corp., y Wyman-Gordon Company en la Corte Superior del Condado de Los Ángeles, Caso No. 21STCV23764 (“Acción *Bennett*”).

El 26 de julio del 2021, el Demandante Picarello inició un juicio de acción de clase putativo presentando la Demanda de Acción de Clase por Daños (“Demanda *Picarello*”) contra el Demandado Carlton Forge Works, Inc. en la Corte Superior del Condado de Los Ángeles, Caso No. 21STCV27273 (“Acción *Picarello*”). La Demanda *Gonzalez*, la Demanda *Bennett* y la Demanda *Picarello* se denominan en conjunto las “Demandas”, y la Acción *Gonzalez*, la Acción *Bennett* y la Acción *Picarello* se denominan en conjunto las “Acciones”.

Los Demandantes alegan que los Demandados no pagaron adecuadamente los salarios mínimos y horas extra, no proporcionaron períodos de comida y descanso y primas asociadas, no pagaron a tiempo los salarios durante el empleo y al momento de la finalización del empleo y las sanciones por mora intencional en el pago de los montos debidos después de la desvinculación, no proporcionaron talones de cheque precisos, no mantuvieron los registros de nómina de pago requeridos ni reembolsaron los gastos comerciales y, por lo tanto, participaron en prácticas comerciales desleales en violación del artículo 17200, *et seq.* del Código de Negocios y Profesiones de California, y una conducta que da lugar a sanciones conforme a la PAGA. Los Demandantes buscan, entre otras cosas, la recuperación de salarios impagos y primas por períodos de comida y descanso, gastos comerciales no reembolsados, restitución, sanciones, intereses, y honorarios y costos de abogados.

Los Demandados niegan las acusaciones de los Demandantes en su totalidad. Los Demandados sostienen que pagaron todos los salarios mínimos debidos a sus empleados, pagaron todos los salarios por horas extra debidos a sus empleados, proporcionaron todos los períodos de comida requeridos a sus empleados, brindaron todos los períodos de descanso requeridos a sus empleados, pagaron a tiempo a sus empleados todos los salarios durante su empleo y tras la desvinculación, proporcionaron a sus empleados talones de cheque que cumplen con la ley, mantuvieron registros de nómina de pago que cumplen con la ley, reembolsaron a sus empleados todos los gastos comerciales que contrajeron, no cometieron ningún acto de competencia desleal, cumplieron con todos los requisitos contenidos en la Ley de Procuraduría General Privada de California, y cumplieron con todos los demás requisitos de la ley estatal y federal. Los Demandados sostienen que sus defensas afirmativas a esta acción pueden prevenir o limitar de otra manera los reclamos de clase y en virtud de la PAGA de los Demandantes.

Después de participar en la mediación con un tercero mediador neutral, las Partes acordaron un acuerdo y celebraron un Acuerdo de Acción de Clase y PAGA (“Acuerdo”).

El 17 de octubre del 2023, la Corte dictó una orden que homologa de manera preliminar el Acuerdo. Conforme a dicha orden, la Corte ha designado a Simpluris, Inc. como administrador del Acuerdo (“Administrador”), a los Demandantes Alberto Gonzalez, Donald Bennett, y James Picarello como representantes de la Clase (“Representantes de la Clase”), y los siguientes abogados de los Demandantes como abogados de la Clase (“Abogados de la Clase”):

Arby Aiwarzian  
Joanna Ghosh  
Brian J. St John  
**Lawyers for Justice, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Teléfono: (818) 265-1020 / Fax: (818) 265-1021

Raul Perez  
Mark Ozzello  
**Capstone Law, APC**  
1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
Teléfono: (310) 556-4811 / Fax: (310) 943-0396

Si usted es un Miembro de la Clase, no necesita tomar ninguna acción para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar la exclusión del Acuerdo de Clase (en cuyo caso no recibirá un Pago Individual del Acuerdo), oponerse al Acuerdo de Clase, y/o disputar las Semanas de Trabajo que se le acreditaron, si así lo desea, como se explica con más detalle en las Secciones III y IV a continuación. Si usted es un Empleado Agraviado, no necesita tomar ninguna acción para recibir un Pago Individual en virtud de la PAGA; no tendrá la oportunidad de oponerse o solicitar la exclusión del Acuerdo en virtud de la PAGA y todos los Empleados Agraviados estarán obligados al Acuerdo en virtud de la PAGA si la Corte concede la homologación definitiva del Acuerdo.

El Acuerdo representa un compromiso y la resolución de reclamos altamente disputados. Nada de lo contenido en el Acuerdo tiene la intención ni será interpretado como una admisión por parte de los Demandados de que los reclamos en las Acciones tienen fundamento o de que los Demandados tienen responsabilidad alguna con respecto a los Demandantes, los Miembros de la Clase, o los Empleados Agravados. Los Demandantes y los Demandados, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres para cada parte de la continuación del litigio, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros de la Clase, el Estado de California y los Empleados Agravados. La Corte no se ha pronunciado sobre el fondo de los reclamos afirmados en las Acciones y solo ha determinado que la certificación de la Clase a los fines del acuerdo es apropiada conforme a la ley de California.

### **III. RESUMEN DEL ACUERDO PROPUEST**

#### **A. Fórmula del Acuerdo**

El Importe Bruto del Acuerdo es de un millón ochocientos cincuenta mil dólares con cero centavos (\$1,850,000.00) (el “Importe Bruto del Acuerdo”), sujeto a un posible aumento si se determina que la cantidad de semanas de trabajo excede un umbral predeterminado. La parte del Importe Bruto del Acuerdo que está disponible para el pago a los Miembros de la Clase se refiere como “Importe Neto del Acuerdo”. El Importe Neto del Acuerdo será el Importe Bruto del Acuerdo menos los siguientes pagos que están sujetos a la homologación de la Corte: (1) honorarios de abogados, por un monto que no exceda el 35% del Importe Bruto del Acuerdo (es decir, \$647,500.00 si el Importe Bruto del Acuerdo es \$1,850,000.00) (“Pago de Honorarios del Abogado de la Clase”) y el reembolso de los costos y gastos de litigación por un monto que no exceda los veinte mil dólares y cero centavos (\$20,000.00) (“Pago de Gastos de Litigación del Abogado de la Clase”) al Abogado de la Clase; (2) Pagos por Servicios a los Representantes de la Clase por un monto que no exceda los diez mil dólares y cero centavos (\$10,000.00) a cada uno de los Demandantes por sus servicios en las Acciones (para un total colectivo de \$30,000.00); (3) el monto de doscientos mil dólares con cero centavos (\$200,000.00) asignado a sanciones civiles conforme a la Ley de Procuraduría General Privada (“sanciones en virtud de la PAGA”), de los cuales la LWDA recibirá el 75% (es decir, \$150,000.00) y el 25% restante (es decir, \$50,000.00) se distribuirá a los Empleados Agravados; y (4) Pago de Gastos de Administración por un monto que no exceda los once mil dólares y cero centavos (\$11,000.00) al Administrador.

Los Miembros de la Clase son elegibles para recibir un pago en virtud del Acuerdo de Clase de su parte proporcional del Importe Neto del Acuerdo (“Pago Individual de la Clase”) según la cantidad de semanas que cada Miembro de la Clase trabajó para Carlton Forge Works, Inc. como empleado no exento y por hora en California durante el Período de la Clase (“Semanas de Trabajo”). El Administrador ha dividido el Importe Neto del Acuerdo por la cantidad total de Semanas de Trabajo trabajadas por todos los Miembros de la Clase que no presentan una Solicitud de Exclusión válida y oportuna del Acuerdo de Clase (“Miembros Participantes de la Clase”), y multiplicó el resultado por la cantidad individual de Semanas de Trabajo de cada Miembro Participante de la Clase para producir su Pago Individual de la Clase estimado que podría ser elegible para recibir en virtud del Acuerdo de Clase (que se indica en la Sección III.C a continuación). Los Miembros Participantes de la Clase recibirán el pago de su Pago Individual del Acuerdo final.

Cada Pago Individual de la Clase se asignará como veinte por ciento (20%) salarios, que se informarán en un Formulario W-2 del IRS, y ochenta por ciento (80%) intereses, sanciones y daños no salariales, que se informarán en un Formulario 1099 del IRS (si corresponde). Cada Pago Individual de la Clase estará sujeto a una reducción por la parte del empleado de los impuestos y retenciones sobre la nómina de pago con respecto a la parte salarial del Pago Individual de la Clase, lo que dará como resultado un pago neto al Miembro Participante de la Clase (“Pago Individual del Acuerdo”). La parte del empleador de los impuestos y contribuciones en relación con la parte salarial de los Pagos Individuales de la Clase será pagada por los Demandados por separado y además del Importe Bruto del Acuerdo.

Los Empleados Agravados son elegibles para recibir un pago conforme al Acuerdo en virtud de la PAGA de su parte proporcional del veinticinco por ciento (25%) de las sanciones en virtud de la PAGA (“Pago Individual en virtud de la PAGA”) en función de la cantidad de semanas de trabajo que cada Empleado Agravado trabajó para Carlton Forge Works durante el Período de la PAGA. El Administrador ha dividido la parte del veinticinco por ciento (25%) de las sanciones en virtud de la PAGA por la cantidad total de semanas de trabajo trabajadas por todos los Empleados Agravados durante el Período de la PAGA, y multiplicó el resultado por la cantidad individual de Semanas de Trabajo de cada Empleado Agravado durante el Período de la PAGA para producir su Pago Individual en virtud de la PAGA que podría ser elegible para recibir en virtud del Acuerdo en virtud de la PAGA (que se indica en la Sección III.C a continuación). Los Empleados Agravados estarán obligados al Acuerdo de la PAGA independientemente de si ejercen su opción de optar por no participar en el Acuerdo de Clase.

Cada Pago Individual en virtud de la PAGA se asignará como sanciones al cien por ciento (100%), no estará sujeto a impuestos ni retenciones, y se informará en el Formulario 1099 del IRS (si corresponde).

Si la Corte concede la homologación definitiva del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros Participantes de la Clase y los Pagos Individuales en virtud de la PAGA se enviarán por correo a los Empleados Agravados a la dirección que se encuentra en los registros del Administrador. **Si la dirección a la que se envió esta Notificación no es correcta, o si se muda después de recibir esta Notificación, debe proporcionar su dirección postal correcta al Administrador lo antes posible para asegurarse de recibir cualquier pago al que tenga derecho en virtud del Acuerdo.**

## **B. Sus Semanas de Trabajo según los registros de los Demandados**

De acuerdo con los registros de los Demandados,

- **Entre el 26 de julio del 2017 y el 10 de noviembre del 2022 (es decir, el Período de la Clase), se le acredita que ha trabajado «MERGED\_WW» semanas de trabajo.**
- **Desde el 2 de abril del 2020 hasta el 10 de noviembre del 2022 (es decir, el Período de la PAGA), se le acredita que ha trabajado «MERGED\_PAGA\_WW» Semanas de Trabajo.**

Si desea impugnar las Semanas de Trabajo que se le acreditaron, puede presentar su impugnación por correo electrónico o una carta escrita que se envíe al Administrador que incluya: (a) el nombre y número de caso de la Acción *Gonsalez (Alberto Gonsalez, et al. v. Carlton Forge Works, et al*, Caso No. 21CMCV00141); (b) su nombre completo, dirección, dirección de correo electrónico o número de teléfono, y los últimos cuatro dígitos de su número de Seguro Social; y (c) una declaración que explique por qué la cantidad de semanas de trabajo que se le acreditaron no es correcta y lo que sostiene que es la cantidad correcta a acreditar. La impugnación a las Semanas de Trabajo debe devolverse por correo electrónico o correo postal al Administrador a la dirección especificada que se indica en la Sección IV.B a continuación, con sello postal **del 2 de febrero del 2024 o una fecha anterior.**

## **C. Su Pago Individual de la Clase y su Pago Individual en virtud de la PAGA estimados (si corresponde)**

Como se explicó anteriormente, su Pago Individual de la Clase y/o Pago Individual en virtud de la PAGA estimados (si corresponde) se basan en la cantidad de Semanas de Trabajo que se le acreditaron.

**Conforme a los términos del Acuerdo, se estima que su Pago Individual de la Clase es de \$«MERGED\_EstSettAmnt\_CALC». El Pago Individual de la Clase está sujeto a una reducción por la parte del empleado de impuestos y retenciones con respecto a la parte salarial del Pago Individual de la Clase y solo se distribuirá si la Corte aprueba el Acuerdo y después de que el Acuerdo entre en vigencia.**

**Conforme a los términos del Acuerdo, se estima que su Pago Individual en virtud de la PAGA es de \$«MERGED\_PAGAEstSettAmnt\_CALC» y solo se distribuirá si la Corte aprueba el Acuerdo y después de que el Acuerdo entre en vigencia.**

El proceso de homologación del acuerdo puede demorar varios meses. Su Pago Individual de la Clase y su Pago Individual en virtud de la PAGA (si corresponde) que se reflejan en esta Notificación son solo una estimación. Su Pago Individual de la Clase y su Pago Individual en virtud de la PAGA (si corresponde) reales pueden ser más altos o más bajos.

## **D. Exoneración de Reclamos**

En la Fecha de Entrada en Vigencia y la financiación total del Importe Bruto del Acuerdo, se considerará que los Demandantes y todos los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna del Acuerdo de Clase (es decir, los Miembros Participantes de la Clase) han exonerado, resuelto, comprometido, renunciado y librado en forma total, definitiva y para siempre a las Partes Exoneradas de todos los Reclamos Exonerados de la Clase.

En la Fecha de Entrada en Vigencia y la financiación total del Importe Bruto del Acuerdo, los Demandantes, el Estado de California con respecto a todos los Empleados Agraviados y todos los Empleados Agraviados se considerará que han exonerado, resuelto, comprometido, renunciado y librado, en forma total, definitiva y para siempre a las Partes Exoneradas de todos los Reclamos Exonerados en virtud de la PAGA.

“Reclamos Exonerados de la Clase” significa todos los reclamos que se alegaron, o podrían haberse alegado razonablemente, sobre la base de los hechos alegados en las Demandas, que surgieron durante el Período de la Clase, incluidos, entre otros, los reclamos por violaciones de los artículos 201, 202, , 203, 204, 222.5, , 226(a), 226.7, 227.3, 510, 512(a), 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California y las Órdenes Salariales de la Comisión de Bienestar Industrial Nro. 1-2001, 4-2001, 7-2001 y 9-2001 por no pagar salarios por horas extra, no proporcionar períodos de comida ni pagar primas por períodos de comida, no autorizar/permitir períodos de descanso ni pagar primas por períodos de descanso, no pagar salarios mínimos, no pagar salarios por vacaciones adquiridos, no pagar los salarios oportunamente al momento de la desvinculación, no pagar los salarios oportunamente durante el empleo, no proporcionar talones de cheque que cumplan con los requisitos, no mantener los registros de nómina de pago requeridos, no reembolsar los gastos comerciales necesarios, y (prácticas comerciales desleales o ilegales de conformidad con los artículos 17200, *et seq.* del Código de Negocios y Profesiones de California en función de lo anterior.

“Reclamos Exonerados en virtud de la PAGA” son todos los reclamos por sanciones civiles recuperables en virtud de la Ley de Procuraduría General Privada, artículos 2698, *et seq.* del Código Laboral de California, que se alegaron, o podrían haberse alegado razonablemente, sobre la base de los hechos establecidos en las Cartas y Demandas de la PAGA, que surgieron durante el Período de la PAGA, incluidos entre otros, por violaciones de los artículos 201, 202, 203, 204, 226(a) , 222.5, 226.7, 227.3, 510, 512(a), 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California y Órdenes Salariales de la Comisión de

Bienestar Industrial Nro. 1-2001, 4-2001, 7-2001 y 9-2001 por no pagar salarios por horas extra, no proporcionar períodos de comida ni pagar primas por períodos de comida, no autorizar/permitir períodos de descanso ni pagar primas por períodos de descanso, no pagar salarios mínimos, no pagar salarios por vacaciones adquiridos, no pagar los salarios oportunamente al momento de la desvinculación, no pagar los salarios oportunamente durante el empleo, no proporcionar talones de cheque que cumplan con los requisitos, no mantener los registros de nómina de pago requeridos y no reembolsar los gastos comerciales necesarios.

“Partes Exoneradas” significa los Demandados y cada uno de sus funcionarios, directores, accionistas, gerentes, empleados de nivel ejecutivo, agentes, directores, herederos, representantes, contadores, auditores, consultores, predecesores en interés, subsidiarias, afiliadas, controlantes y abogados del pasado y del presente.

#### **E. Pago de Honorarios y Pago de Gastos de Litigación de los Abogados de la Clase**

Los Abogados de la Clase solicitarán honorarios de abogados por un monto que no exceda el treinta y cinco por ciento (35%) del Importe Bruto del Acuerdo (es decir, \$647,500.00 si el Importe Bruto del Acuerdo es \$1,850,000.00) (“Pago de Honorarios de los Abogados de la Clase”) y el reembolso de los costos y gastos de litigación por un monto que no exceda los veinte mil dólares y cero centavos (\$20,000.00) (“Pago de Gastos de Litigación de los Abogados de la Clase”), sujeto a la aprobación de la Corte. El Pago de Honorarios de los Abogados de la Clase y el Pago de Gastos de Litigación de los Abogados de la Clase otorgados por la Corte se pagarán del Importe Bruto del Acuerdo.

#### **F. Pagos por los Servicios del Representante de la Clase a los Demandantes**

Los Demandantes solicitarán el importe de hasta diez mil dólares con cero centavos (\$10,000.00) cada uno (\$30,000.00 en total) (“Aumento en el Pago al Representante de la Clase”), en reconocimiento de sus servicios en relación con las Acciones. El Aumento en el Pago al Representante de la Clase se pagará del Importe Bruto del Acuerdo, sujeto a la aprobación de la Corte y, si se adjudica, se pagará a los Demandantes además de cualquier Pago Individual del Acuerdo y/o Pago Individual en virtud de la PAGA al que puedan tener derecho en virtud del Acuerdo.

#### **G. Pago de gastos de administración al Administrador**

Se estima que el pago al Administrador no excederá los once mil dólares y cero centavos (\$11,000.00) (“Pago de Gastos de Administración”) por los costos del proceso de notificación y administración del acuerdo, lo que incluye, entre otros, traducir la Notificación de Clase al español, el gasto de notificar a los Miembros de la Clase sobre el Acuerdo, tramitar las Solicitudes de Exclusión, oposiciones e impugnaciones a las Semanas de Trabajo, calcular los Pagos Individuales de la Clase, los Pagos Individuales del Acuerdo y los Pagos Individuales en virtud de la PAGA, y distribuir los pagos y formularios impositivos en virtud del Acuerdo, y se pagará del Importe Bruto del Acuerdo, sujeto a la aprobación de la Corte.

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

#### **A. Participar en el Acuerdo**

**Si desea participar en el Acuerdo de Clase y recibir dinero del Acuerdo de Clase, no tiene que hacer nada.** Usted será incluido automáticamente en el Acuerdo de Clase y recibirá su Pago Individual del Acuerdo a menos que decida excluirse del Acuerdo de Clase.

**A menos que elija excluirse del Acuerdo de Clase, quedará sujeto a los términos del Acuerdo de Clase y a la sentencia que pueda dictar la Corte, y exonerará los Reclamos Exonerados de la Clase descritos en la Sección IV arriba.**

Si usted es un Empleado Agraviado, automáticamente será incluido en el Acuerdo en virtud de la PAGA y se emitirá su Pago Individual en virtud de la PAGA. Esto significa que quedará obligado a los términos del Acuerdo en virtud de la PAGA y a la sentencia que pueda dictar la Corte con base en el mismo, y se considerará que usted ha exonerado los Reclamos Exonerados en virtud de la PAGA descritos en la Sección III.D más arriba.

Como Miembro de la Clase y Empleado Agraviado, no será responsable por separado del pago de los honorarios de abogados o los costos y gastos de litigación, a menos que contrate a su propio abogado, en cuyo caso será responsable de los honorarios y gastos de su propio abogado.

#### **B. Solicitud de Exclusión del Acuerdo de Clase**

Los Miembros de la Clase pueden solicitar ser excluidos del Acuerdo de Clase mediante la presentación de una solicitud escrita para ser excluidos del Acuerdo de Clase (“Solicitud de Exclusión”) al Administrador.

Una Solicitud de Exclusión debe incluir: (a) el nombre y número de caso de la Acción *Gonsalez (Alberto Gonsalez, et al. v. Carlton Forge Works, et al., Caso No. 21CMCV00141)*; (b) su nombre completo, dirección, dirección de correo electrónico o número de teléfono, y los últimos cuatro dígitos de su número de Seguro Social; (c) una declaración clara de que no desea ser incluido en el Acuerdo de Clase; y debe (d) ser devuelto por correo electrónico o correo al Administrador a la dirección especificada a continuación, con sello postal **del 2 de febrero del 2024 o una fecha anterior.**

Si la Corte otorga la homologación definitiva del Acuerdo, todo Miembro de la Clase que presente una Solicitud de Exclusión válida y oportuna no recibirá un Pago Individual del Acuerdo, no estará obligado por el Acuerdo de Clase (y la exoneración de los Reclamos Exonerados de la Clase descritos en la Sección III.D anterior), y no tendrá ningún derecho a oponerse, apelar o comentar sobre el Acuerdo de Clase. Los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna se considerarán Miembros Participantes de la Clase y estarán obligados por todos los términos del Acuerdo de Clase, incluidos aquellos relacionados con la exoneración de los reclamos descritos en la Sección III.D anterior, así como cualquier sentencia que pueda dictar la Corte sobre la base de la misma. Los Empleados Agraviados estarán obligados al Acuerdo en virtud de la PAGA (y la exoneración de los Reclamos Exonerados en virtud de la PAGA descritos en la Sección III.D anterior) y aún recibirán un Pago Individual en virtud de la PAGA, independientemente de si presentan o no una Solicitud de Exclusión.

### **C. Oponerse al Acuerdo de Clase**

Puede oponerse al Acuerdo de Clase siempre y cuando no haya presentado una Solicitud de Exclusión del Acuerdo de Clase, presentando una oposición escrita válida y oportuna al Administrador o presentando su oposición en la Audiencia de Homologación Definitiva.

Una oposición debe: (a) contener el nombre y número de caso de la Acción *Gonsalez (Alberto Gonsalez, et al. v. Carlton Forge Works, et al., Caso No. 21CMCV00141)*; (b) incluir su nombre completo, dirección, dirección de correo electrónico o número de teléfono y los últimos cuatro dígitos de su número de Seguro Social; (c) incluir una declaración escrita de todos los motivos de la oposición acompañada de cualquier respaldo legal para dicha oposición; y (d) ser devuelta por correo electrónico o correo al Administrador a la dirección especificada que se indica en la sección IV.B anterior, con sello postal **del 2 de febrero del 2024 o una fecha anterior**.

### **V. AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA**

La Corte celebrará una Audiencia de Homologación Definitiva en el Departamento B de la Corte Superior del Condado de Los Ángeles, ubicado en Compton Courthouse, 200 West Compton Boulevard, Compton, California 90220, el 19 de marzo del 2024, a las 8:30 a. m. para determinar si el Acuerdo debe aprobarse definitivamente como justo, razonable y adecuado. También se le pedirá a la Corte que apruebe y conceda el Pago de los Honorarios de los Abogados de la Clase y el Pago de los Gastos de Litigación de los Abogados de la Clase al Abogado de la Clase, el Aumento en el Pago al Representante de la Clase a los Demandantes y Gastos de Administración al Administrador.

La audiencia de Homologación Definitiva podrá continuar sin previo aviso a los Miembros de la Clase y Empleados Agraviados. No es necesario que comparezca en la Audiencia de Homologación Definitiva, aunque puede comparecer por audio o video si lo desea.

Puede encontrar información con respecto a la comparecencia remota en línea a través de LACourtConnect en:  
<http://www.lacourt.org/laceligibility/ui/civil.aspx?casetype=ci>

### **VI. INFORMACIÓN ADICIONAL**

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo, debe revisar el Acuerdo detallado y otros documentos que se encuentran en los archivos de la Corte.

Puede ver el Acuerdo y otros registros de la corte en la Acción por una tarifa haciendo una cita con anticipación y visitando la secretaría civil durante el horario comercial, ubicada en Compton Courthouse, 200 West Compton Boulevard, Ninth Floor, Compton, California 90220, o en línea visitando el siguiente sitio web: <https://www.lacourt.org/casesummary/ui>.

También puede visitar el sitio web del Administrador en [www.simpluris.com/case-search](http://www.simpluris.com/case-search) para obtener más información y documentos relacionados con el Acuerdo, incluida la Orden de Homologación Definitiva y la Sentencia.

**POR FAVOR, NO LLAME POR TELÉFONO A LA CORTE NI A LA SECRETARÍA PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.**

**SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR AL SIGUIENTE NÚMERO GRATUITO: (888) 369-3780, O TAMBIÉN PUEDE CONTACTAR A LOS ABOGADOS DE LA CLASE.**

# **EXHIBIT B**



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|                |            |               |                                                                          |
|----------------|------------|---------------|--------------------------------------------------------------------------|
| Estimate #:    | 15331      | Prepared By:  | Michael Sutherland                                                       |
| Estimate Date: | 10/24/2022 | Direct Dial # | 321.223.5067                                                             |
|                |            | Email:        | <a href="mailto:Msutherland@simpluris.com">Msutherland@simpluris.com</a> |

Plaintiff Attorney

Attorney/Client: **Madison Gunning Alexandra Rose**  
Firm: Lawyers for Justice  
Email: [<madison@calljustice.com>](mailto:<madison@calljustice.com>)  
[<a.rose@calljustice.com>](mailto:<a.rose@calljustice.com>)

Defense Attorney

Attorney/Client:  
Firm:  
Email:

**Case Name: AG-Carlton Forge Works: Opt Out Settlement**

|                                |                |
|--------------------------------|----------------|
| <b>Anticipated Total Cost*</b> | <b>\$9,389</b> |
| <b>Capped Fee*</b>             | <b>\$9,400</b> |

**Terms:**

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate
- .2) Included is a 2022 Federal 1120 tax return to account for banking activity in 2022.

|                            |                  |                     |           |
|----------------------------|------------------|---------------------|-----------|
| Total Possible Class Size: | 500              | Undeliverable Rate: | 10%       |
| Response Rate:             | 1%               | Call Rate:          | 5%        |
| Mailing Document Language: | English, Spanish | Fund Distribution:  | Simpluris |
| Reminder Postcard:         | Np               | Redistribution:     | No        |
| Unclaimed Funds:           | Escheat          | State(s):           | CA        |
|                            |                  | Tax Reporting Years | One       |

### Case Setup

#### Data Compilation - Develop Case Specific Response Tracking - Error Reports

| Category                                    | Unit Value | # of Units | Total      |
|---------------------------------------------|------------|------------|------------|
| Project Manager - Case Setup/Online Posting | \$125.00   | 7          | \$875.00   |
| Spanish Translation                         | \$0.25     | 3500       | \$875.00   |
| Database Manager - Initial Data Analysis    | \$140.00   | 6          | \$840.00   |
| Total                                       |            |            | \$2,590.00 |

### Notification

#### Notice Packet: up to 10 pg Notice - Double Sided - English

| Category                 | Unit Value | # of Units | Total    |
|--------------------------|------------|------------|----------|
| Mail Notice Packet       | \$0.70     | 500        | \$350.00 |
| Postage                  | \$0.53     | 500        | \$265.00 |
| NCOA/CASS/LACS           | \$0.02     | 500        | \$10.00  |
| Undeliverable Processing | \$0.25     | 50         | \$12.50  |
| Skip Trace RUM           | \$1.00     | 50         | \$50.00  |
| Remail Notice Packet     | \$1.00     | 43         | \$42.50  |
| Remail Postage           | \$0.53     | 43         | \$22.53  |
| Mailing Supervisor       | \$50.00    | 1          | \$50.00  |
| Total                    |            |            | \$802.53 |

### Call Center

#### Establish Case Specific Toll Free Number

| Category                                  | Unit Value | # of Units | Total    |
|-------------------------------------------|------------|------------|----------|
| Customer Service Reps/Call Center Support | \$75.00    | 2          | \$150.00 |



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## Administration

### Process Mail, Opt-Outs or Objections

| Category                                    | Unit Value    | # of Units          | Total    |
|---------------------------------------------|---------------|---------------------|----------|
| Database Manager                            | \$140.00      | 3                   | \$420.00 |
| Dispute/Deficiencies - Send One Cure Letter | \$3.50        | 3                   | \$8.75   |
| Opt Out Processing                          | \$3.50        | 5                   | \$17.50  |
| Data Entry                                  | \$50.00       | 1                   | \$50.00  |
| Project Manager                             | \$125.00      | 3                   | \$375.00 |
| Weekly Reporting to Counsel                 | <b>WAIVED</b> | 12 Wks of Reporting | \$0.00   |
| Total                                       |               |                     | \$871.25 |

## Distribution

### Setup a Disbursement Account

### Print & Mail Checks to Class Members: W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities

### Account Management & Reconciliation

| Category                                        | Unit Value | # of Units | Total      |
|-------------------------------------------------|------------|------------|------------|
| Disbursement Data Preparation                   | \$140.00   | 3          | \$420.00   |
| Disbursement Manager - Data Validation          | \$75.00    | 1          | \$75.00    |
| Setup Banking Account/QSF                       | \$750.00   | 1          | \$750.00   |
| Print & Mail Check/Specific language on reverse | \$1.50     | 500        | \$750.00   |
| Postage                                         | \$0.53     | 500        | \$265.00   |
| Process Returned Checks                         | \$0.50     | 5          | \$2.50     |
| Skip Trace Search Undeliverable Checks          | \$5.00     | 5          | \$25.00    |
| Remail Checks (Includes Postage)                | \$4.00     | 5          | \$20.00    |
| Individual Federal/State Tax Reporting          | \$350.00   | 1          | \$350.00   |
| QSF Reporting/Declaration                       | \$300.00   | 1          | \$300.00   |
| QSF Annual Tax Preparation Fee, 2022            | \$1,350.00 | 1          | \$1,350.00 |
| Reissuing Checks/Mailing                        | \$3.00     | 5          | \$15.00    |
| Postage                                         | \$0.57     | 5          | \$2.85     |
| Escheat management-State                        | \$300.00   | 1          | \$300.00   |
| Disbursement Manager                            | \$125.00   | 3          | \$375.00   |
| Total                                           |            |            | \$5,000.35 |



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## Case Wrap Up

### Send Final Reports to Counsel

| Category                             | Unit Value | # of Units | Total    |
|--------------------------------------|------------|------------|----------|
| Data Manager-Final Reporting         | \$125.00   | 1          | \$125.00 |
| Clerical-Clean Up Any Misc           | \$50.00    | 0          | \$0.00   |
| Project Manager-Wrap-up Final Issues | \$125.00   | 0          | \$0.00   |
| Total                                |            |            | \$125.00 |

**Postage \$552.53**

**Total Case Costs**

**\$9,389.13**

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

## Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning