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11 MARIA MARAVILLA and JUAN TORRES REYES
on behalf of themselves and all similarly situated employees
12
13

14 **SUPERIOR COURT OF CALIFORNIA**
15 **COUNTY OF MONTEREY**

16 MARIA MARAVILLA and JUAN TORRES
17 REYES on behalf of themselves and all similarly
situated employees,
18
19 v.

20 GREENGATE FRESH, LLLP; and DOES 1
through 50, inclusive,
21
22 Defendants.

Case No. 21CV001258

**DECLARATION OF YAMI BURNS
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: July 26, 2024
Time: 8:30 a.m.
Dept: 14

Action Filed: April 15, 2021
Trial Date: Not Set

DECLARATION OF YAMI BURNS

I, Yami Burns, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Maravilla and Greengate Fresh, LLP*. (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 Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Pendency of Class Action* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from April 15, 2017, through August 11, 2023 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during the time period from April 1, 2020, through August 11, 2023 (“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 Workweeks 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 January 29, 2024, 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. The final mailing list contained one thousand one hundred forty-one (1,141) individuals identified as Class Members.

4. On January 29, 2024, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database

provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On March 18, 2024, Phoenix mailed the Notice via U.S. first class mail, to one thousand one hundred forty-one (1,141) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**, which includes an English and Spanish translation of the Notice. The notice provided to Class Members was in the same format approved by the Court. Thus, it identified the Gross Settlement Amount and resulting attorneys' fees as \$690,000 and 1/3 of \$690,000, respectively. Because the escalator clause was triggered, the Class Members will actually receive more than the amount estimated for distribution in their notice, which was premised on the pre-escalator clause Gross Settlement Amount.

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

7. Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was May 2, 2024.

8. Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was May 2, 2024.

9. Phoenix has received zero (0) Workweek dispute from Class Members. The deadline for submitting a dispute was May 2, 2024.

10. On June 24, 2024, one (1) individual, Pablo Liera, was identified as a Class Member and added to the Class. Following inclusion of Mr. Liera as a Class Member, Phoenix provided him notice of the Settlement. Thereafter, Mr. Liera provided a declaration explaining that he did not want to request to be excluded from the Settlement and did not wish to lodge any objections to the Settlement. Accordingly, he is included in the calculations below as a Participating Class Member.

11. There are one thousand one hundred forty-two (1,142) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of forty-seven thousand eight hundred eighty-seven (47,874) workweeks during the Class Period. Each workweek is valued at approximately \$7.94.

1 12. The Escalator Clause of the Settlement Agreement indicates if the actual number of
2 Workweeks “between April 15, 2017, and June 12, 2023, is more than 10% greater than forty thousand
3 (40,000), the Defendant may either (i) increase the Gross Settlement Amount by 1% for every 1% increase
4 in workweeks over the 10% threshold or (ii) or void the Settlement following procedures in Paragraph
5 53.” The total number of Workweeks during this timeframe was forty-five thousand one hundred twenty-
6 three (45,123), which exceeds the Escalator Clause by one thousand one hundred twenty-three (1,123).
7 The additional amount due for the Escalator is \$19,389.00.

8 13. The Net Settlement Amount of \$409,822.10 available to pay Settlement Class Members
9 was determined by subtracting the requested Class Counsel attorneys' fees (\$236,463.00), and Class
10 Counsel costs (\$12,653.90), the PAGA Amount (\$50,000.00), and the requested Settlement
11 Administration Costs (\$12,950.00) from the Gross Settlement Amount (\$709,389.00).

12 14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement
13 Share to be paid is approximately \$2,788.57 the lowest Individual Settlement Share to be paid is
14 approximately \$8.30, while the average Individual Settlement Share to be paid is approximately \$347.92.
15 Settlement Class Members will be issued payment of their Individual Settlement Shares subject to
16 reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the
17 Individual Settlement Share (the net payment is their “Individual Settlement Payment”).

18 15. Additionally, \$50,000.00 of the Gross Settlement Amount has been allocated toward
19 penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or \$37,500.00, shall
20 be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or \$12,500.00, of which
21 shall be paid to all current and former hourly non-exempt individuals who are or were employed by
22 Defendant during the PAGA Period. There are seven hundred sixty (760) Aggrieved Employees who
23 worked a total of twenty-eight thousand one hundred eighty-seven (28,187) pay periods during the PAGA
24 Period. The highest Individual PAGA Payment to be paid is approximately \$82.93, and the average
25 Individual PAGA Payment to be paid is approximately \$16.45.

26 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
27 addition to the Gross Settlement Amount.
28

17. Phoenix's costs associated with the administration of this matter are \$12,950.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 3rd day of July 2024, at Orange, California.

Yami Burns
YAMI BURNS

Exhibit A

IMPORTANT LEGAL NOTICE

<<FIRST AND LAST NAME>>
<<ADDRESS>>
<<CITY AND ZIP CODE>>

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY
Maria Maravilla v. GreenGate Fresh, LLLP
Case No. 21CV001258

NOTICE OF PENDENCY OF CLASS ACTION

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>> THROUGH THIS SETTLEMENT.

To: All current and former non-exempt employees of Defendant GreenGate Fresh LLLP who were employed in the State of California at any time during the Class Period (April 15, 2017, through August 11, 2023).

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled “*Maria Maravilla v. GreenGate Fresh, LLLP*” and assigned Case No. 21CV001258 (hereinafter referred to as the “Action”). Defendant GreenGate Fresh LLLP (“Defendant”) has agreed to pay a total of \$690,000.00 (the “Gross Settlement Amount”) to settle all class claims arising out of the Action. There was a hearing on January 12, 2024, in the Superior Court of the State of California for the County of Monterey, at which time Judge Carrie M. Panetta preliminarily approved the Settlement as being fair and reasonable to the members of the Class.

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 17, below.

2. WHAT IS THE ACTION ABOUT?

This Action is the class case entitled *Maria Maravilla v. GreenGate Fresh, LLLP*, originally filed in Monterey County Superior Court on April 15, 2021, assigned Case No. 21CV001258, and subsequently amended. A portion of the case was sent to arbitration because of an arbitration agreement that purported to prevent class action claims. Prior to being sent to arbitration, the operative Complaint alleged claims on behalf of Plaintiffs and other similarly situated employees for: (1) failure to provide off-duty meal periods or compensation in lieu thereof in violation of California Labor Code §§ 226.7 and 1198 and the Wage Order; (2) failure to provide off-duty rest periods or compensation in lieu thereof in violation of Labor Code §§ 226.7 and 1198 and the Wage Order; (3) failure to pay hourly and overtime wages in violation of Labor Code §§ 1194 and 1198 and the Wage Order; (4) failure to pay minimum wages in violation of Labor Code §§ 1194, 1997, and 1199 and the Wage Order; (5) failure to provide accurate itemized wage statements and maintain accurate records in violation of Labor Code §§ 226, 1174, and 1175 and the Wage Order; (6) failure to pay wages upon separation of employment in violation of Labor Code §§ 201-203 and 246 and the Wage Order; (7) failure to timely pay wages in violation of Labor Code § 204; (8) failure to reimburse business expenses in violation of Labor Code § 2802 and the Wage Order; (9) penalties under Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”); and (10) unfair business practices in violation of California Business and Professions Code § 17200, *et seq.* and common law.

Defendant denies all allegations of wrongdoing and maintains that it complied with all applicable laws, rules, and regulations at issue in this litigation. The Court has not ruled on the merits of the lawsuit.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Maria Maravilla and Juan Torres Reyes (hereinafter, “Plaintiffs”) are the individuals who are bringing this Action on your behalf and on behalf of other similarly situated employees.

In the Action, the Plaintiffs seek to represent you on a class basis. A class action allows the Court to resolve the claims of all the members of the class at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the members of the class who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt employees of Defendant GreenGate Fresh LLLP who were employed in the State of California at any time during the Class Period (the “Class” or “Class Members”). The period starting on April 15, 2017, and ending on August 11, 2023, is the “Class Period.” You are receiving this Notice because Defendant’s records show that you are a member of the Class.

5. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs think they could have won at trial. Defendant thinks it could have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. Plaintiffs and their counsel (“Class Counsel”) believe the Settlement is a fair and reasonable compromise that is in the best interests of the Class.

6. WHAT ARE THE TERMS OF THE SETTLEMENT?

As stated above, Defendants have agreed to pay a total of \$690,000.00 to settle all class claims arising out of the lawsuit. Subject to the Court’s approval, the Gross Settlement Amount will be used to pay Class Members for the settlement and release of the Released Claims and PAGA Released Claims described below, settlement administration costs (estimated at \$12,950.00), attorneys’ fees for Class Counsel in the amount of \$230,000.00 (or 1/3 of the Gross Settlement Amount), or any other amount the Court approves, reasonable litigation costs/expenses not to exceed \$30,000.00, as determined by the Court, and PAGA penalties in the amount of \$50,000.00. The amount of money remaining after all of these payments (the “Net Settlement Amount”) will be distributed to Class Members who do not opt out of the Settlement (the “Participating Class Members”).

The Class Members who do not opt out will each receive a payment (“Individual Settlement Payment”) representing their pro-rata share of the Net Settlement Amount, based upon the number of workweeks worked during the Class Period.

Based on Defendant’s records, the number of workweeks you worked during the Class Period is <<Workweeks>> and your estimated Individual Settlement Payment is \$<<EstimatedAward>>. Twenty percent (20%) of the Individual Settlement Payment will be considered wages and will be reported on an IRS Form W-2, and eighty percent (80%) of the Individual Settlement Payment will be considered penalties and interest and will be reported on an IRS Form 1099 misc., if applicable.

Regardless of whether you opt out of the class portion of the settlement, you may also receive a payment (“Individual PAGA Payment”), representing your share of the PAGA penalties if you are a PAGA Member.

The PAGA penalties allocated as part of this settlement (“PAGA Penalties”) will be distributed to the California Labor and Workforce Development Agency (“LWDA”) and aggrieved employees known as PAGA Members. Pursuant to requirements of Labor Code § 2698, *et seq.*, the LWDA will receive 75% of the PAGA Penalties. The remaining 25% of the PAGA Penalties, or “PAGA Member Payment,” will be distributed to PAGA Members, based upon the number of pay periods each PAGA Member worked during the PAGA Period. PAGA Members are defined as all current and former non-exempt employees of Defendant GreenGate Fresh LLLP who were employed in the State of California at any time during the PAGA Period. The PAGA Period is defined as April 1, 2020, through August 11, 2023.

Based on Defendant’s records, the number of pay periods you worked during the PAGA Period is <<PAGA Pay Periods>> and your estimated Individual PAGA Payment is \$<<PAGAEstimatedAward>>. One hundred percent (100%) of the Individual PAGA Payment will be considered penalties and will be reported on an IRS Form 1099 misc., if applicable.

Any questions regarding your workweek or pay periods counts or the amount of your Individual Settlement Payment or Individual PAGA Payment should be directed to the Settlement Administrator at the address listed in Section 9 below.

7. WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive your Individual Settlement Payment and/or Individual PAGA Payment from this Settlement in or around November 2024 if the Court approves the Settlement and no written objections or appeals are filed. Class Counsel has been appointed and approved by the Court and Class Counsel will represent you.

Upon receipt of your settlement check, it will be your responsibility to cash the check before the expiration date of the check (180 days from the check’s issuance). You will not be retaliated against for cashing the settlement check. Checks that are not cashed or negotiated within 180 days from the date of issuance of the check will become void and be transmitted to the *cy pres* recipient, Watsonville Law Center.

8. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

After the Court has approved the Settlement, each Class Member will release Defendant and each of its past, present and/or future parent companies, partners, subsidiaries, affiliates, divisions, related companies, successors, and predecessors, as well as their respective past, present and future owners, officers, directors, shareholders, employees, agents, members, managers, principals, representatives, accountants, auditors, consultants, insurers and reinsurers, investors, lenders, administrators, company-sponsored

employee benefit plans, assigns, joint venturers and attorneys, both individually and in their official capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities (“Released Parties”) from all claims, causes of action, demands, damages, or liabilities arising at any time during the Class Period that were pled or which could have been pled based on the factual allegations contained in the operative Complaint in the Actions or any amendments thereto (“Released Claims”).

In addition, each PAGA Member will release the Released Parties from all claims, causes of action, demands, damages, or liabilities arising at any time during the PAGA Period that were pled or which could have been pled based on the factual allegations contained in the operative Complaints in the Action or any amendments thereto, for civil penalties under the PAGA including claims premised on alleged violations of Labor Code §§ 201, 201.3, 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 246, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2699(f) and (g), 2800 and 2802, and the Wage Order (“PAGA Released Claims”).

If you are a member of the Class and you do not elect to properly opt out from the Settlement, you will be deemed to have entered into the above releases and to have released the above-described Released Claims and PAGA Released Claims. If you are a member of the Class and are also a PAGA Member and you elect to properly opt out from the Settlement, you will still be deemed to have released the above-described PAGA Released Claims. There is no opt out from the PAGA Released Claims.

If the settlement is approved by the Court and becomes final, you will receive your share of the Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

9. WHAT IF I DON’T WANT TO PARTICIPATE IN THIS SETTLEMENT?

If you do not want to be bound by the terms of the settlement, including the above release of class claims, you may exclude yourself (“opt out”) by sending written notice of your intention to opt out to the Settlement Administrator, at its address listed below:

MARIA MARAVILLA v. GREENGATE FRESH CLASS ACTION LAWSUIT
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 523-5773
maravilla-v-greengate-fresh.phoenixcases.com

The opt-out request must be in writing and include (1) the full name and current address of the person seeking exclusion; (2) last four digits of his/her Social Security number, (3) a statement that the person requests exclusion from the Class and does not wish to participate in the Settlement; and (4) the signature of the person seeking exclusion. Any person who opts out will not be affected by the terms of the Settlement, with the exception of the PAGA Released Claims. ***Any opt-out request must be postmarked no later than May 2, 2024.***

If you submit a timely and valid written opt out, you will no longer be a member of the Class, and you will not be eligible to receive an Individual Settlement Payment under the Settlement or object to the terms of the Settlement. You will be bound by the PAGA Released Claims; however, you will not be bound by the Released Claims, and you may pursue any other claims you may have, at your own expense, against Defendant.

10. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you do not opt-out of the Settlement by submitting a valid and timely request for exclusion as outlined in Section 9 above, you may object to any of the terms of the Settlement before the Final Approval Hearing. If the Court rejects your objection, you will still be bound by the terms of the Settlement, but you will also receive an Individual Settlement Payment (and/or Individual PAGA Payment). To object, you may mail your written objection to the Settlement Administrator at the below address within 45 days from the mailing of this Notice.

MARIA MARAVILLA v. GREENGATE FRESH CLASS ACTION LAWSUIT
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 523-5773
maravilla-v-greengate-fresh.phoenixcases.com

Your written objections must state (1) your full name and current address; (2) the name and case number of this lawsuit: ***Maria Maravilla, et al. v. GreenGate Fresh, LLLP, Case No. 21CV001258***; (3) the specific reason(s) for the objections, and (4) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court. If you wish to appear at the Final Approval Hearing and be heard orally in support of, or in opposition to the Settlement, you must state so in your objection. You may also appear at the Final Approval Hearing and state your objection even if you do not submit a written objection.

11. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court decided that the law firms of Fitzpatrick & Swanson and Diversity Law Group, P.C., which represent the Plaintiffs, are also qualified to represent you and all Class Members. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

The contact information for Class Counsel is as follows:

B. James Fitzpatrick, Esq. Laura L. Franklin, Esq. FITZPATRICK & SWANSTON 555 S. Main Street Salinas, CA 93901 Telephone: (831) 755-1311	Larry W. Lee, Esq. Max W. Gavron, Esq. DIVERSITY LAW GROUP, P.C. 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Telephone: (213) 488-6555
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If you have questions about the case or the Settlement, you should ask Class Counsel.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court \$230,000.00 (or 1/3) of the Gross Settlement Amount for their attorneys' fees and reimbursement of litigation costs not exceeding \$30,000.00. These fees will serve to compensate Class Counsel for their efforts in achieving the settlement for the benefit of the Class and for their risk in undertaking this representation on a contingency basis. Class Counsel have already spent many hours investigating this case, reviewing payroll and time records information provided by Defendant, researching the class claims, and negotiating this settlement for the Class. They will incur additional hours overseeing the final approval and implementing the plan of distribution. You have the right to review Class Counsel's motion for attorneys' fees and costs, which will be filed with the Court.

13. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel.

14. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on July 26, 2024, at 8:30 a.m., in Department 15 of the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940 ("Final Approval Hearing").

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

15. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. You may speak at the Final Approval Hearing to state your objection. If you opt-out from the Settlement, however, you may not speak at the Final Approval Hearing.

16. HOW DO I GET MORE INFORMATION?

To see a copy of the Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the Complaints, and other filed documents related to Plaintiffs' lawsuit and this Settlement, you may view all such files at the Clerk's office at the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the GreenGate Fresh Class Action Settlement.

MARIA MARAVILLA v. GREENGATE FRESH CLASS ACTION LAWSUIT
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 523-5773
maravilla-v-greengate-fresh.phoenixcases.com

You may also contact the attorneys for the Class, whose names and contact information are listed above.

17. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to keep your current address and telephone number on file with the Settlement Administrator, to ensure receipt of your Settlement Award and applicable tax forms if the settlement is given final approval by the Court. If you change your mailing address, you should promptly contact the Settlement Administrator and provide the Settlement Administrator with your new address and contact information.

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

AVISO LEGAL IMPORTANTE

<<FIRST AND LAST NAME>>

<<ADDRESS>>

<<CITY AND ZIP CODE>>

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE MONTEREY
Maria Maravilla contra GreenGate Fresh, LLLP
Caso No. 21CV001258

AVISO DE PENDENCIA DE LA DEMANDA COLECTIVA

SE ESTIMA QUE USTED RECIBIRÁ APROXIMADAMENTE \$<< EstimatedAward >> MEDIANTE ESTE ACUERDO.

A: Todos los empleados actuales y anteriores no exentos de la Demandada GreenGate Fresh LLLP que estuvieron empleados en el Estado de California en cualquier momento durante el Período de la Demanda Colectiva (del 15 de abril de 2017 al 11 de agosto de 2023).

LEA ATENTAMENTE ESTE AVISO. SUS DERECHOS PUEDEN VERSE AFECTADOS. USTED PUEDE TENER DERECHO A RECIBIR DINERO DE ESTE ACUERDO PROPUESTO.

PARA RECIBIR SU PARTE, NO NECESITA HACER NADA.

Este aviso está aprobado por el Tribunal. Esto no es una solicitud de un abogado.

1. ¿POR QUÉ HE RECIBIDO ESTE AVISO?

Ha recibido esta Notificación porque se ha llegado a un acuerdo propuesto (el “Acuerdo”) en la Demanda colectiva titulada “*Maria Maravilla contra GreenGate Fresh, LLLP*” y a la que se ha asignado el Caso N° 21CV001258 (en adelante, la “Acción”). El Demandado GreenGate Fresh LLLP (“Demandado”) ha acordado pagar un total de \$690,000.00 (el “Monto Bruto del Acuerdo”) para resolver todas las Demandas colectivas que surjan de la Acción. Hubo una audiencia el 12 de enero de 2024, en el Tribunal Superior del Estado de California para el Condado de Monterey, en cuyo momento la Jueza Carrie M. Panetta aprobó preliminarmente el Acuerdo por ser justo y razonable para los miembros de la Clase.

El Aviso explica la naturaleza de la Acción, los términos generales del Acuerdo propuesto y sus derechos y obligaciones legales. Para obtener más información sobre el acuerdo, incluida información sobre cómo puede ver una copia del acuerdo de conciliación, consulte la sección 17, más abajo.

2. ¿EN QUÉ CONSISTE LA ACCIÓN?

Esta Demanda es el caso colectivo titulado *Maria Maravilla contra GreenGate Fresh, LLLP*, originalmente presentado ante el Tribunal Superior del Condado de Monterey el 15 de abril de 2021, al que se le asignó el Caso No. 21CV001258, y posteriormente enmendado. Una parte del caso fue enviada a arbitraje debido a un acuerdo de arbitraje que pretendía impedir las Demandas colectivas. Antes de ser enviada a arbitraje, la Demanda operativa alegaba reclamaciones en nombre de los Demandantes y otros empleados en situación similar por: (1) no proporcionar períodos de comida fuera de servicio o compensación en lugar de los mismos en violación de las §§ 226.7 y 1198 del Código Laboral de California y la Orden de Salarios; (2) no proporcionar períodos de descanso fuera de servicio o compensación en lugar de los mismos en violación de las §§ 226.7 y 1198 del Código Laboral y la Orden Salarial; (3) no pagar los salarios por hora y las horas extraordinarias en violación de las §§ 1194 y 1198 del Código Laboral y la Orden Salarial; (4) no pagar los salarios mínimos en violación de las §§ 1194, 1997 y 1199 del Código Laboral y la Orden Salarial; (5) no proporcionar declaraciones salariales detalladas y precisas ni mantener registros precisos en violación de las §§ 226, 1174 y 1175 del Código Laboral y la Orden Salarial; (6) falta de pago de salarios tras la separación del empleo en violación de las §§ 201-203 y 246 del Código Laboral y de la Orden Salarial; (7) falta de pago puntual de salarios en violación de la § 204 del Código Laboral; (8) falta de reembolso de gastos empresariales en violación de la § 2802 del Código Laboral y de la Orden Salarial; (9) sanciones en virtud de la § 2698, y siguientes, la Ley General de Abogados Privados (“PAGA”); y (10) prácticas comerciales desleales en violación de la § 17200, y siguientes del Código de Negocios y Profesiones de California y el derecho común.

El Demandado niega todas las acusaciones de infracción y mantiene que cumplió con todas las leyes, normas y reglamentos aplicables en cuestión en este litigio. El Tribunal no se ha pronunciado sobre el fondo de la Demanda.

3. ¿QUÉ ES UNA DEMANDA COLECTIVA?

En una Demanda colectiva, una o más personas Demandan en nombre de otras personas que tienen reclamaciones similares. María Maravilla y Juan Torres Reyes (en adelante, los “Demandantes”) son las personas que interponen esta Acción en su nombre y en nombre de otros empleados en situación similar.

En la Demanda, los Demandantes pretenden representarle de forma colectiva. Una Demanda colectiva permite al Tribunal resolver las reclamaciones de todos los miembros de la clase al mismo tiempo. Un miembro de la clase está vinculado por la determinación o sentencia dictada en el caso, tanto si la clase gana como si pierde, y no puede presentar su propia Demanda sobre las mismas reclamaciones que se decidieron en la Demanda colectiva. Una Demanda colectiva permite que un tribunal resuelva todas las cuestiones de un pleito para todos los miembros de la clase que decidan no excluirse de la misma.

4. ¿QUIÉN ESTÁ INCLUIDO EN EL COLECTIVO DEL ACUERDO?

Todos los empleados actuales y anteriores no exentos de la Demandada GreenGate Fresh LLLP que estuvieron empleados en el Estado de California en cualquier momento durante el Período de la Demanda Colectiva (la “Demanda Colectiva” o los “Miembros de la Demanda Colectiva”). El período que comienza el 15 de abril de 2017 y termina el 11 de agosto de 2023 es el “Período de la Clase”. Usted está recibiendo este Aviso porque los registros del Demandado muestran que usted es miembro de la Clase.

5. ¿A QUÉ SE DEBE EL ACUERDO?

El Tribunal no decidió a favor de los Demandantes ni del Demandado. Los Demandantes piensan que podrían haber ganado en el juicio. El Demandado piensa que podría haber ganado en el juicio. Pero no hubo juicio. En su lugar, ambas partes acordaron un acuerdo. De ese modo, evitan el coste del litigio, y las personas potencialmente afectadas obtendrán una compensación. Los Demandantes y sus abogados (“Abogados de la Clase”) creen que el acuerdo es un compromiso justo y razonable que beneficia a los intereses de la Clase.

6. ¿CUÁLES SON LOS TÉRMINOS DEL ACUERDO?

Como se indicó anteriormente, los Demandados han acordado pagar un total de \$690,000.00 para conciliar todas las reclamaciones colectivas que surjan de la Demanda. Sujeto a la aprobación del Tribunal, el Monto Bruto del Acuerdo se utilizará para pagar a los Miembros de la Clase por el acuerdo y la exoneración de las Reclamaciones Exoneradas y las Reclamaciones Exoneradas PAGA que se describen a continuación, los costos de administración del acuerdo (estimados en \$12,950.00), honorarios de abogados para los Abogados de la Clase por un importe de \$230,000.00 (o 1/3 del Importe bruto del acuerdo), o cualquier otro importe que el Tribunal apruebe, costes/gastos razonables del litigio que no superen los \$30,000.00, según determine el Tribunal, y sanciones PAGA por un importe de \$50,000.00. La cantidad de dinero restante después de todos estos pagos (el “Importe Neto del Acuerdo”) se distribuirá entre los Miembros Participantes de la Clase que no opten por no participar en el Acuerdo (los “Miembros Participantes de la Clase”).

Los Miembros de la Clase que no opten por la exclusión recibirán cada uno un pago (“Pago Individual del Acuerdo”) que representará su parte proporcional del Importe Neto del Acuerdo, en función del número de Semanas Laborales trabajadas durante el Período de la Clase.

En base a los registros del Demandado, el número de Semanas Laborales que usted trabajó durante el Período de la Clase es **<<Workweeks>>** y su Pago Individual del Acuerdo estimado es de **\$<<EstimatedAward>>**. El veinte por ciento (20%) del Pago Individual del Acuerdo se considerará salario y se informará en un Formulario W-2 del IRS, y el ochenta por ciento (80%) del Pago Individual del Acuerdo se considerará multas e intereses y se informará en un Formulario 1099 del IRS, etc., si corresponde.

Independientemente de si opta por no participar en la parte colectiva del acuerdo, también puede recibir un pago (“Pago PAGA Individual”), que represente su parte de las sanciones PAGA si es miembro de PAGA.

Las sanciones PAGA asignadas como parte de este acuerdo (“Sanciones PAGA”) serán distribuidas a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”) y a los empleados agraviados conocidos como Miembros PAGA. Conforme a los requisitos de la § 2698, y *siguientes* del del Código Laboral, la LWDA recibirá el 75% de las Penalizaciones PAGA. El 25% restante de las Penalizaciones PAGA, o “Pago a los Miembros PAGA”, será distribuido a los Miembros PAGA, basado en el número de periodos de pago que cada Miembro PAGA trabajó durante el Período PAGA. Los Miembros PAGA se definen como todos los empleados actuales y anteriores no exentos del Demandado GreenGate Fresh LLLP que estuvieron empleados en el Estado de California en cualquier momento durante el Período PAGA. El Período PAGA se define desde el 1 de abril de 2020 hasta el 11 de agosto de 2023.

Basado en los registros del Demandado, el número de periodos de pago que usted trabajó durante el Período PAGA es **<<PAGA Pay Periods>>** y su Pago Paga Individual estimado es **\$<<PAGAEstimatedAward>>**. El cien por cien (100%) del Pago Paga Individual se considerará penalización y se declarará en un formulario 1099 del IRS erróneo, si procede.

Cualquier pregunta relativa al cómputo de sus semanas Laborales o periodos de pago o al importe de su Pago Paga Individual o Pago Paga Individual debe dirigirse al Administrador del Acuerdo a la dirección indicada en la Sección 9 más abajo.

7. ¿QUÉ DEBO HACER PARA RECIBIR EL PAGO DE UN ACUERDO INDIVIDUAL?

No necesita hacer nada para participar en el acuerdo. Recibirá su Pago Paga Individual y/o Pago Paga Individual de este acuerdo en o alrededor de noviembre de 2024 si el Tribunal aprueba el acuerdo y no se presentan objeciones o apelaciones por escrito. El Tribunal ha designado y aprobado al Abogado de la Clase y éste le representará.

Cuando reciba su cheque de acuerdo, será su responsabilidad cobrarlo antes de la fecha de caducidad del cheque (180 días desde su emisión). No se tomarán represalias contra usted por cobrar el cheque del acuerdo. Los cheques que no se cobren o negocien

en un plazo de 180 días a partir de la fecha de emisión del cheque quedarán anulados y se transmitirán al beneficiario de *cy pres*, Watsonville Law Center.

8. ¿CÓMO AFECTA EL ACUERDO A MIS DERECHOS?

Una vez que el Tribunal haya aprobado el Acuerdo, cada Miembro de la Clase exonerará al Demandado y a cada una de sus empresas matrices, socias, subsidiarias, filiales, divisiones, empresas relacionadas, sucesoras y predecesoras pasadas, presentes y futuras, así como a sus respectivos propietarios pasados, presentes y futuros, funcionarios, directores, accionistas, empleados, agentes, miembros, gerentes, directores, representantes, contadores, auditores, consultores, aseguradores y reaseguradores, inversores, prestamistas, administradores, planes de beneficios para empleados patrocinados por la empresa, cesionarios, empresas conjuntas y abogados, tanto individualmente como en sus capacidades oficiales, así como todas las personas que actúen por, a través de, bajo, o en concierto con cualquiera de estas personas o entidades (“Partes Exoneradas”) de todas las reclamaciones, causas de acción, Demandas, daños y perjuicios, o responsabilidades surgidas en cualquier momento durante el Periodo de la Demanda Colectiva que fueron alegadas o que podrían haber sido alegadas basándose en las alegaciones de hecho contenidas en la Demanda operativa en las Demandas o cualquier enmienda a la misma (“Reclamaciones Exoneradas”).

Además, cada Miembro PAGA liberará a las Partes Exoneradas de todas las reclamaciones, causas de acción, Demandas, daños y perjuicios o responsabilidades que surjan en cualquier momento durante el Período PAGA que fueron alegadas o que podrían haber sido alegadas sobre la base de las alegaciones de hecho contenidas en las Demandas operativas en la Acción o cualquier enmienda a las mismas, por sanciones civiles en virtud de la PAGA, incluidas las reclamaciones basadas en supuestas violaciones de las §§ 201, 201.3, 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 246, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2698 y siguientes, 2699(f) y (g), 2800 y 2802 del Código Laboral, y la Orden Salarial (“Reclamaciones Exoneradas PAGA”).

Si es miembro de la Clase y no opta por excluirse adecuadamente del Acuerdo, se considerará que ha aceptado las exoneraciones anteriores y que ha liberado las Reclamaciones Exoneradas y las Reclamaciones Exoneradas de PAGA descritas anteriormente. Si usted es miembro de la Clase y también es Miembro de PAGA y opta por excluirse adecuadamente del Acuerdo, se considerará que ha renunciado a las Reclamaciones Exoneradas de PAGA descritas anteriormente. No hay exclusión voluntaria de las Reclamaciones Exoneradas PAGA.

Si el acuerdo es aprobado por el Tribunal y se convierte en definitivo, usted recibirá su parte del Acuerdo. Si el acuerdo no es aprobado por el Tribunal o no se convierte en definitivo por alguna otra razón, el litigio continuará.

9. ¿QUÉ OCURRE SI NO QUIERO PARTICIPAR EN ESTE ACUERDO?

Si no desea quedar vinculado por los términos del acuerdo, incluida la exención de las Demandas colectivas mencionada anteriormente, puede excluirse enviando una notificación por escrito de su intención de excluirse al Administrador del Acuerdo, a la dirección que se indica a continuación:

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c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 523-5773
maravilla-v-greengate-fresh.phoenixcases.com

La solicitud de exclusión voluntaria debe realizarse por escrito e incluir (1) el nombre completo y la dirección actual de la persona que solicita la exclusión; (2) los cuatro últimos dígitos de su número de la Seguridad Social, (3) una declaración de que la persona solicita la exclusión de la Clase y no desea participar en el Acuerdo; y (4) la firma de la persona que solicita la exclusión. Cualquier persona que opte por la exclusión no se verá afectada por los términos del acuerdo, con la excepción de las Reclamaciones Exoneradas PAGA. ***Toda solicitud de exclusión voluntaria deberá estar matasellada a más tardar el 2 de mayo de 2024.***

Si presenta una renuncia por escrito, válida y a tiempo, dejará de ser miembro de la Clase y no tendrá derecho a recibir un Pago Individual del Acuerdo en virtud de este ni a objetar los términos del Acuerdo. Usted estará obligado por las Reclamaciones Exoneradas de PAGA; sin embargo, no estará obligado por las Reclamaciones Exoneradas, y podrá presentar cualquier otra reclamación que pueda tener, a su propio costo, contra el Demandado.

10. ¿Y SI QUIERO OPONERME A ESTE ACUERDO?

Si no opta por excluirse del Acuerdo mediante la presentación de una solicitud de exclusión válida y oportuna, tal como se describe en la Sección 9 anterior, puede objetar cualquiera de los términos del Acuerdo antes de la Audiencia de Aprobación Definitiva. Si el Tribunal rechaza su objeción, seguirá estando obligado por los términos del acuerdo, pero también recibirá un Pago Paga Individual (y/o un Pago Paga Individual). Para objetar, puede enviar por correo su objeción por escrito al Administrador del Acuerdo a la dirección indicada a continuación en un plazo de 45 días a partir del envío por correo de este Aviso.

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c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 523-5773

Sus objeciones por escrito deben indicar (1) su nombre completo y dirección actual; (2) el nombre y número de caso de esta

Demanda: *Maria Maravilla, et al. contra GreenGate Fresh, LLLP, Caso No. 21CV001258*; (3) la(s) razón(es) específica(s) de las objeciones, y (4) todas y cada una de las pruebas y documentos de apoyo (incluyendo, sin limitación, todos los escritos, pruebas escritas y declaraciones) para que sean considerados por el Tribunal. Si desea comparecer en la Audiencia de Aprobación Definitiva y ser escuchado oralmente en apoyo u oposición al acuerdo, deberá indicarlo en su objeción. También puede comparecer en la Audiencia de Aprobación Definitiva y exponer su objeción aunque no presente una objeción por escrito.

11. ¿TENGO ABOGADO EN ESTE CASO?

Sí. El Tribunal decidió que los bufetes de abogados Fitzpatrick & Swanston y Diversity Law Group, P.C., que representan a los Demandantes, también están cualificados para representarle a usted y a todos los miembros de la Clase. No se le cobrará por estos abogados. Estos bufetes de abogados se denominan “Abogados de la Clase”. Si desea ser representado por su propio abogado, puede contratar uno a su costa.

La información de contacto de los Abogados de la Clase es la siguiente:

B. James Fitzpatrick, Esq. Laura L. Franklin, Esq. FITZPATRICK & SWANSTON 555 S. Main Street Salinas, CA 93901 Teléfono: (831) 755-1311	Larry W. Lee, Esq. Max W. Gavron, Esq. DIVERSITY LAW GROUP, P.C. 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Teléfono : (213) 488-6555
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Si tiene alguna pregunta sobre el caso o el Acuerdo, debe dirigirse a los Abogados de la Clase.

12. ¿CÓMO SE PAGARÁ A LOS ABOGADOS?

Los Abogados de la Clase solicitarán al Tribunal \$230,000.00 (o 1/3) del Importe bruto del acuerdo para sus honorarios de abogados y el reembolso de los costes del litigio que no excedan de \$30,000.00. Estos honorarios servirán para compensar a los Abogados de la Clase por sus esfuerzos para lograr el acuerdo en beneficio de la Clase y por su riesgo al asumir esta representación en régimen de contingencia. Los Abogados de la Clase ya han invertido muchas horas investigando este caso, revisando la información sobre nóminas y registros de tiempo proporcionada por el Demandado, investigando las reclamaciones de la Clase y negociando este acuerdo para la Clase. Incurrirán en horas adicionales supervisando la aprobación final e implementando el plan de distribución. Usted tiene derecho a revisar la moción de los Abogados de la Clase para los honorarios y costos de los abogados, que será presentada ante el Tribunal.

13. ¿QUÉ ES LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

El Tribunal ha aprobado de forma preliminar el acuerdo y celebrará una vista para decidir si otorga la aprobación definitiva al mismo. El propósito de la Audiencia de Aprobación Definitiva será que el Tribunal determine si el Acuerdo debe ser aprobado como justo, razonable, adecuado y en el mejor interés de la Clase; considerar la concesión de honorarios de abogados y gastos a los Abogados de la Clase.

14. ¿CUÁNDO Y DÓNDE SE CELEBRA LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

El Tribunal celebrará la Audiencia de Aprobación Definitiva el 26 de julio de 2024, a las 8:30 a.m., en el Departamento 15 del Tribunal Superior del Estado de California para el Condado de Monterey, 1200 Aguajito Road, Monterey, California 93940 (“Audiencia de Aprobación Definitiva”).

La Audiencia de Aprobación Definitiva podrá continuar sin previo aviso a los Miembros de la Clase. No es necesario que comparezca en la Audiencia de Aprobación Definitiva. Sin embargo, tiene derecho a asistir a la Audiencia de Aprobación Definitiva y a ser representado por su propio abogado, corriendo con los gastos. Si tiene previsto asistir a la Audiencia de Aprobación Definitiva, puede ponerse en contacto con los Abogados de la Clase para confirmar la fecha y la hora. Si el Acuerdo no es aprobado por el Tribunal o no se convierte en definitivo por alguna razón, la Acción puede continuar hasta el juicio.

15. ¿PUEDO INTERVENIR EN LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

En la audiencia, el Tribunal estará disponible para escuchar cualquier objeción y argumentos relativos al acuerdo. Usted puede asistir, pero no está obligado a hacerlo. Puede intervenir en la Audiencia de Aprobación Definitiva para exponer su objeción. Sin embargo, si opta por no participar en el acuerdo, no podrá intervenir en la Audiencia de Aprobación Definitiva.

16. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

Para ver una copia de la Estipulación Conjunta y el Acuerdo de conciliación de la Demanda Colectiva y las Reclamaciones PAGA (que define los términos en mayúscula utilizados en este Aviso y proporciona un breve resumen de lo que ha sucedido en la Demanda), la Orden de aprobación preliminar del Tribunal, la solicitud de honorarios de abogados y costas del Abogado de la Clase, las Demandas, y otros documentos archivados relacionados con la Demanda de los Demandantes y este Acuerdo, puede ver todos esos archivos en la Secretaría del Tribunal Superior del Estado de California para el Condado de Monterey, 1200 Aguajito Road, Monterey, California 93940.

SI NECESITA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA, puede ponerse en contacto con el Administrador del acuerdo en la dirección y el número de teléfono que se indican a continuación, de forma gratuita. Consulte el Acuerdo Colectivo de GreenGate Fresh.

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También puede ponerse en contacto con los abogados de la Clase, cuyos nombres e información de contacto figuran más arriba.

17. ¿QUÉ OCURRE SI CAMBIAN MIS DATOS?

Es su responsabilidad mantener su dirección y número de teléfono actuales en los archivos del Administrador del Acuerdo, para garantizar la recepción de su Adjudicación del Acuerdo y de los formularios fiscales aplicables si el acuerdo recibe la aprobación final del Tribunal. Si cambia de dirección postal, deberá ponerse en contacto inmediatamente con el Administrador del acuerdo y facilitarle su nueva dirección e información de contacto.

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

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1142
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	1142
Subtotal Admin Only	\$13,077.65

TOTAL COSTS	\$12,950.00
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July 3, 2024

Case: Maravilla v. Greengate Fresh, LLP

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	4	\$500.00
Programming Database & Setup	\$125.00	4	\$500.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	114	\$228.40
NCOA (USPS)	\$0.15	1142	\$171.30
		Total	\$1,539.70

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	4	\$500.00
Data Merge & Duplication Scrub	\$0.15	1,142	\$171.30
Notice Packet & Opt-Out Form	\$0.95	1,142	\$1,084.90
Estimated Postage (up to 1 oz.)	\$0.60	1,142	\$685.20
Language Translation	\$1,200.00	1	\$1,200.00
Static Website	\$200.00	1	\$200.00
		Total	\$3,841.40

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	\$1.00	40	\$40.00
Remail Notice Packets	\$0.95	41	\$38.95
Estimated Postage	\$0.60	41	\$24.60
Programing Undeliverables	\$50.00	1	\$50.00
		Total	\$318.55

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00

	Total	\$920.00
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Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	4	\$540.00
Disbursement Review	\$135.00	4	\$540.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	1,142	\$1,142.00
Estimated Postage Checks, W2 and 1099	\$0.50	1,142	\$571.00
		Total	\$3,508.00

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
		Total	\$2,950.00

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

Total: \$13,077.65