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9 *Attorneys for Plaintiff and the Class*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SOLANO
12

13 YESENIA ROJAS, individually, and on
14 behalf of other members of the general
15 public similarly situated and on behalf of
16 other aggrieved employees pursuant to the
17 California Private Attorneys General Act,

18 Plaintiff,

19 vs.

20 FRANK-LIN DISTILLERS PRODUCTS,
21 LTD., a California Corporation; and DOES 1
22 through 100, Inclusive,

23 Defendants.

CASE NO.: FCS055208

**DECLARATION OF STEPHEN GOMEZ
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Hearing Date: November 9, 2022
Hearing Time: 8:30 a.m.

Judge: Hon. Christine A. Carringer
Dept.: 12

Complaint Filed: August 13, 2020
Trial date: None Set

1 I, **STEPHEN GOMEZ** declare the following facts to be true and correct and if called as a
2 witness would testify competently to the same:

3 1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris") the claims
4 administrator in the above-entitled action. My business address is 3194-C Airport Loop
5 Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5644. I am over twenty-
6 one years of age and authorized to make this declaration on behalf of Simpluris and myself.

7
8 2. Simpluris, Inc. is a Class Action Settlement Administration company located
9 in Costa Mesa, CA. It is founded by individuals who have each managed hundreds of
10 settlements, along with professionals in the areas of Software Development, Third-Party
11 Claims Administration, Mail-House Operations, and Call Center Support Management.

12
13 3. Simpluris was appointed by the Court as Settlement Administrator to
14 administer the settlement in the above-entitled action in accordance with the terms of
15 the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement"
16 or "Settlement Agreement") entered into by the parties on or about February 7, 2022.
17 Simpluris has been, and if the Court grants final approval of the Settlement, will be
18 responsible for, among other things: (a) printing and mailing in English the Notice of
19 Class Action Settlement ("Class Notice") (b) receiving undeliverable Class Notices; (c)
20 receiving and validating submissions from Class Members of requests to be excluded
21 from the Settlement ("Requests for Exclusion"), objections to the Settlement ("Notices
22 of Objection"), and disputes to Workweeks credited to them in the Class Notice; (d)
23 calculating Individual Settlement Payments, distributing Settlement funds, and tax-
24 reporting following final approval; (e) mailing settlement checks; (f) answering
25 questions from Class Members; and (g) performing such other tasks necessary to
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1 effectuate the terms of the Settlement or as the Parties mutually agree or the Court
2 orders Simpluris to perform.

3 4. A toll-free telephone number was included in the Class Notice for the purpose
4 of allowing the Class Members to call Simpluris and to make inquiries regarding the
5 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in
6 operation throughout the settlement process. Callers have the option to speak with a live
7 call center representative in English and Spanish during normal business hours or to leave
8 a message and receive a return call during non-business hours. The toll-free telephone
9 number included in the Class Notice was 1-888-369-3780.
10

11 5. On May 31, 2022, Simpluris received the Court-approved Notice. The
12 Class Notice advised Class Members of their right to opt out from the Settlement, object
13 to the Settlement, or do nothing, and the implications of each such action. The Notice
14 advised Class Members of applicable deadlines and other events, including the Final
15 Approval Hearing, and how Class Members could obtain additional information. The
16 Notice was pre-printed with the name and address of the Class Member and the estimated
17 amount of their Individual Settlement Payment. A sample Class Notice is attached hereto
18 as **Exhibit A**.
19

20 6. On June 1, 2022, Counsel for Defendants provided Simpluris with a mailing
21 list ("Class List") containing the name, last known address, Social Security number, and
22 pertinent employment information during the Class Period for the Class Members. The
23 Class List contained data for two hundred seven (207) Class Members.
24

25 7. The mailing addresses contained in the Class List were processed and updated
26 utilizing the National Change of Address Database ("NCOA") maintained by the U.S.
27
28

1 Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service.
2 In the event that any individual had filed a U.S. Postal Service change of address request,
3 the address listed with the NCOA was utilized in connection with the mailing of the Class
4 Notices.

5 8. On June 10, 2022, after updating the mailing addresses through the NCOA,
6 Class Notices were mailed via First Class Mail to two hundred seven (207) Class
7 Members contained in the Class List.

9 9. As of the date of this declaration, eleven (11) Class Notices were returned
10 by the post office. For those without forwarding addresses, Simpluris attempted to find a
11 forwarding address using Accurant, a reputable research tool owned by Lexis-
12 Nexis. Simpluris used the Class Member's name and previous address to locate a current
13 address. Altogether, Simpluris re-mailed eight (8) Class Notices to either; a new
14 forwarding address provided by the Post Office, a newfound address using Accurant, or a
15 forwarding address provided by the Class. Ultimately, three (3) Class Notices were
16 undeliverable.
17

18 10. As of the date of this declaration, there are two hundred seven (207)
19 Participating Class Members, representing 100% of the Class Members, who will be paid
20 their portion of the Net Settlement Amount, estimated to be \$338,500.00.
21

22 11. The Net Settlement Amount available to pay Participating Class Members
23 was determined as follows:
24

25	Gross Settlement Amount:	\$ 800,000.00
26	Less Attorneys' Fees (Requested)	-\$ 304,000.00
27	Less Litigation Costs (Requested)	-\$ 30,000.00
28		

Less Plaintiff's Enhancement Payment (Requested)	-\$	10,000.00
Less LWDA PAGA Payment	-\$	112,500.00
<u>Less Settlement Administration Costs:</u>	<u>-\$</u>	<u>5,000.00</u>
NET SETTLEMENT FUND	\$	338,500.00

12. Based upon the above deductions, the total *average* recovery under the settlement is approximately \$1,635.26 and the total *highest* recovery is approximately \$4,236.65.

13. As of the date of this declaration, Simpluris has not received any Requests for Exclusion from the Settlement. The deadline to request exclusion from the Settlement was July 25, 2022

14. As of the date of this declaration, Simpluris has not received any objections to the Settlement. Class Members who wished to object were directed to submit a Notice of Objection to the Settlement Administrator by July 25, 2022.

15. As of the date of this declaration, Simpluris has not received any Workweek disputes. The deadline to submit disputes to Workweeks was July 25, 2022.

16. 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 \$5,000. 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 preparation of the necessary tax reporting on such payments. A true and correct copy of the invoice stating the Settlement Administration Costs is attached hereto as **Exhibit B**.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed this 7th day of October, 2022, in Costa Mesa,
3 California.

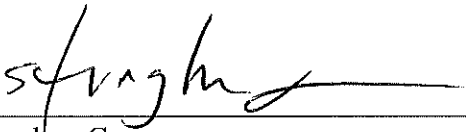
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EXHIBIT A

**«FIRSTNAME» «LASTNAME», PLEASE READ THIS NOTICE CAREFULLY.
IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.**

This is not a solicitation from a lawyer. A court authorized this notice.

NOTICE OF CLASS ACTION SETTLEMENT

Yesenia Rojas v. Frank-Lin Distillers Products, Ltd.
Superior Court of The State Of California, County of Solano, Case No. FCS055208

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode_153576»

«City», «State» «Zip»-«ZipDPC3»

If you are or were employed by Frank-Lin Distillers Products, Ltd. (“Defendant”) in California as a non-exempt, hourly employee at any time during the period from August 13, 2016 through September 22, 2021 (“Class Period”), you may be entitled to money under a proposed class action Settlement, the proposed Settlement may affect your rights.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

1. Why did I get this notice?

A class and representative action settlement has been reached between Plaintiff Yesenia Rojas (“Plaintiff”) and Defendant Frank-Lin Distillers Products, Ltd. (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Yesenia Rojas v. Frank-Lin Distillers Products, Ltd.*, Solano County Superior Court, Case No. FCS055208 (“Action”), which may affect your legal rights.

On May 12, 2022, the Court granted preliminary approval of the settlement of the class Action brought on behalf of all individuals who were employed by Defendant in California as non-exempt hourly employees during the Class Period (“Class Member(s)”).

You are receiving this Notice because Defendant’s records show that you are a Class Member.

2. What is this lawsuit about?

On August 13, 2020, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Action. On May 10, 2022, Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement of the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, 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 California Labor Code section 2698, et seq. (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all these allegations and contends that it has fully complied with California law at all relevant times.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff’s allegations or Defendant’s defenses.

4. Why did this case settle?

The Parties in the Action disagree as to the probable outcome of the lawsuit with respect to liability and damages if it were not settled. Although Plaintiff believes her claims and that of the Class have merit, Plaintiff recognizes that litigating is a risky proposition, and that she may not prevail on all or some of her claims. Likewise, while Defendant is confident that it has strong defenses to Plaintiff’s claims, it recognizes the risks, distractions, and costs involved with litigation. The Parties attended a full-day face-to-face private mediation (a type of settlement conference) and, recognizing the risks and costs inherent in litigation, reached a proposed settlement of the claims asserted in the lawsuit and have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”).

The proposed Settlement is the result of good faith, arm's-length negotiations between the Parties, through their respective attorneys. The Court has expressed no opinion on the merits of Plaintiff's claims or Defendant's defenses.

5. What are the terms of the proposed Settlement?

The total gross settlement amount is Eight Hundred Thousand Dollars (\$800,000.00) (the "Gross Settlement Amount"). 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 and Costs, consisting of attorneys' fees in the amount of up to thirty eight percent (38%) of the Gross Settlement Amount (i.e., \$304,000.00) and reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) to Class Counsel; (2) Class Representative Enhancement Payment in an amount up to Ten Thousand Dollars (\$10,000.00) to Plaintiff for her services in the Action; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00) for its 75% portion of the PAGA Allocation; and (4) Settlement Administration Costs in an amount estimated not to exceed Six Thousand Dollars (\$6,000.00) to the Settlement Administrator. Note: A total of One Hundred Fifty Thousand Dollars (\$150,000.00) from the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Allocation"), of which the LWDA will be paid 75% (i.e., \$112,500.00) and the remaining 25% (i.e., \$37,500.00) will be a part of the Net Settlement Amount for distribution to Settlement Class Members.

After these deductions, a Net Settlement Amount of approximately \$337,500.00 will be available for distribution to the Class Members receiving this notice. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of workweeks a Class Member worked during the Class Period ("Workweeks"). To determine each Class Member's estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value.

All Individual Settlement Payments will be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages and subject to legally required employee tax withholdings, for which IRS Forms W-2 will be issued; and (ii) Eighty Percent (80%) will be allocated as non-wage damages, penalties, and interest and not subject to deductions or withholdings, for which IRS Forms 1099-MISC will be issued.

The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Yesenia Rojas as representative of the Class ("Class Representative"), and Plaintiff's attorneys as counsel for the Class ("Class Counsel").

- **Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek attorneys' fees in an amount of up to thirty-eight percent (38%) of the Gross Settlement Amount (i.e., an amount of up to \$304,000.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

- **Class Representative Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) ("Class Representative Enhancement Payment"), in recognition of her services in connection with the Action. The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

- **Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Dollars (\$6,000) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks disputes, calculating Individual Settlement 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.

6. How many Workweeks have I worked during the Covered Period based on Defendant's records?

According to Defendant's records, you are credited as having worked «MERGED_WW» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of a written letter you send to the Settlement Administrator. The Settlement Administrator will decide the dispute. The written letter must: (i) contain your full name, signature, address, and telephone number; (ii) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (iii) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (iv) be returned to the Settlement Administrator by mail postmarked on or before July 25, 2022.

7. **How much is my estimated Individual Settlement Payment?**

As explained in Section 5 above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you. **Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$«MERGED_EstSettAmnt_CALC». The Individual Settlement Payment is subject to required deductions for the employee's personal incomes taxes and withholdings from the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take a number of months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

8. **What are my rights and options as a Class Member?**

PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT	<u>YOU DO NOT NEED TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT.</u> By doing nothing, you <u>WILL</u> receive a share of the Settlement proceeds if the proposed Settlement is finally approved, and you will give up any rights to sue Defendant separately regarding certain claims as described below in this Notice.
ASK TO BE EXCLUDED (OPT OUT)	If you timely and validly request in writing to be excluded from the proposed Settlement, you <u>WILL NOT</u> receive a share of the Settlement proceeds (except for your share of the PAGA Payment, if applicable), but you will keep any rights you may have to sue Defendant separately about the same legal claims in this lawsuit. Your written Request for Exclusion letter must be postmarked by July 25, 2022 .
OBJECT	You may object to the Settlement if you did not ask to be excluded from the Settlement. If you timely submit in writing an objection to the Settlement and the Settlement is nonetheless granted final approval, you <u>WILL</u> (i) receive a share of the Settlement proceeds and (ii) release legal claims against Defendant. Your written notice of intent to object must be postmarked by July 25, 2022 .
DISPUTE YOUR CREDITED WORKWEEKS AND INDIVIDUAL SETTLEMENT PAYMENT	You may dispute Defendant's records of the number of Workweeks you worked during the Class Period by submitting information to the Settlement Administrator, no later than July 25, 2022 . The Settlement Administrator shall make the final decision based on the information presented by you and Defendant.

9. **What do I have to do to receive a share of the proposed Settlement?**

Nothing. If you wish to receive a payment under the terms of the proposed Settlement, you do **not** have to do anything. However, it is important that if your address has changed, you give your current mailing address to the Settlement Administrator in order to ensure you receive your Individual Settlement Payment if the proposed Settlement is finally approved. You will be covered by the release summarized in Section 10, below.

Should you choose to participate in the Settlement, your settlement check must be cashed within 180 days from the date of the check. Checks remaining un-cashed for more than 180 days after issuance shall be cancelled and all funds associated with such cancelled checks will be transmitted, pursuant to California Code of Civil Procedure Section 384, to Child Haven, Inc. The Parties each represent that they do not have any affiliation or involvement with the proposed *cy pres* recipient.

10. **What rights am I giving up?**

As part of the Settlement, upon final judicial approval of the Settlement, you are giving up your individual right to file a lawsuit on the Released Claims in this case. Specifically, except as to such rights or claims as may be created by the Settlement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and attorneys, shall be deemed to have fully and forever released and discharged all of the Released Parties, or any of them, from each of the Released Claims arising during the Class Period.

"Released Claims" means all claims, rights, demands, liabilities, and causes of action, that were pled or could have been pled based on the allegations set forth in the Complaints and PAGA Notice, arising during the Class Period, including claims for Frank-Lin's alleged: (i) failure to pay overtime in violation Labor Code sections 510 and 1198; (ii) failure to provide timely and duty-free meal periods and/or pay meal period premiums under Labor Code sections 226.7 and 512; (iii) failure to provide timely and duty-free rest breaks and/or pay rest break premiums under Labor Code section 226.7; (iv) failure to pay minimum wage in violation of Labor Code sections 1194, 1197,

and 1197.1; (v) failure to pay all wages owed upon termination under Labor Code sections 201 and 202, including waiting time penalties; (vi) failure to pay timely wages during employment under Labor Code section 204; (vii) failure to provide accurate wage statements in violation of Labor Code section 226; (viii) failure to keep requisite payroll records in violation of Labor Code section 1174; (ix) failure to reimburse business expenses in violation of Labor Code sections 2800 and 2802; (x) unfair practices under Business and Professions Code sections 17200 et seq.; and (xi) PAGA and other civil penalties under Labor Code sections 2699, et seq. based on the underlying claims released herein.

“Released Parties” means Frank-Lin, its parents, subsidiaries, affiliated entities, owners, past or present officers, directors, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

11. What if I do not wish to be part of the proposed Settlement?

Anyone not wishing to participate in the proposed Settlement may exclude himself or herself (“opt out”) by completing, signing and mailing or faxing a Request for Exclusion letter by July 25, 2022 to the Settlement Administrator at the following address:

Rojas v. Frank-Lin Distillers Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax: 714-824-8591

To be valid and timely, any Request for Exclusion must: (i) set forth the name, address, telephone number, and last four digits of the Social Security Number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) clearly state that the Class Member does not wish to be included in the Settlement; and (iv) returned to the Settlement Administrator by mail postmarked on or before July 25, 2022.

If your Request for Exclusion is postmarked after July 25, 2022, it will be rejected, and you will be a Class Member and be bound by the Settlement terms.

Anyone who submits a valid and timely Request for Exclusion shall not be deemed a Settlement Class Member and will not receive any payment as part of the proposed Settlement, except for his or her portion of the PAGA Payment, if applicable. Such persons will keep any rights to sue Defendant separately about the claims made in the Action.

12. What if I have an objection?

Any objection to the proposed Settlement ***must be in writing and mailed*** to the Settlement Administrator (identified above) by July 25, 2022 (“Notice of Objection”).

To be valid and timely, any Notice of Objection must: (i) contain the objector’s full name, signature, address, and telephone number, (ii) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) attach copies of any papers, briefs, or other documents upon which the objection is based; (iv) contain a statement whether the objector intends to appear at the final approval hearing; and (v) be returned to the Settlement Administrator by mail postmarked on or before July 25, 2022. Class Members need not include legal arguments for their written objections to be considered. Class Members may speak at the Final Approval Hearing whether or not they have complied with the above written objection procedures.

Class Members may appear remotely at the Final Approval Hearing to discuss their objections with the Court. Information can be found at: <https://solano.courts.ca.gov/divisions/civil/general-information/>

13. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. However, if you want your own lawyer, including to make any objections to the proposed Settlement, you are free to hire one at your own expense. The below are Class Counsel and Defendant’s Counsel in this case:

<u>Class Counsel:</u> Edwin Aiwazian Arby Aiwazian Joanna Ghosh Lawyers for Justice, PC edwin@calljustice.com arby@calljustice.com joanna@calljustice.com 410 West Arden Avenue, Suite 203 Glendale, CA 91203 Phone: (818) 265-1020 Fax: (818) 265-1021	<u>Defendant’s Counsel:</u> Felicia Reid Michelle Freeman Hirschfeld Kraemer LLP freid@hkemploymentlaw.com mfreeman@hkemploymentlaw.com 456 Montgomery Street, Suite 220 San Francisco, CA 94104 Phone (415) 835-9006 Fax: (818) 981-4764
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14. What happens next in the case?

The proposed Settlement has only been preliminarily approved. The Court will hold a Final Approval Hearing in department 12 of the Solano County Superior Court, 580 Texas Street, Fairfield, CA 94533 on November 9, 2022 at 8:30 a.m. Pacific Time, to consider any objections and determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and grant Class Counsel's request for Attorneys' Fees and Costs, the Settlement Administration Costs to the Settlement Administrator, and the proposed Class Representative Enhancement Payment to Plaintiff.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to. Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities:

<https://solano.courts.ca.gov/>

15. How can I receive more information?

This Notice is a summary of the basic terms of the proposed Settlement. For the precise terms and conditions of the proposed Settlement, you may review the detailed "Joint Stipulation of Class Action and PAGA Settlement and Release" on file with the Clerk of the Court as well as the pleadings and other records in this litigation at the Office of the Clerk of the Solano County Superior Court, 580 Texas Street, Fairfield, CA 94533. You must make an appointment to view documents at the Office of the Clerk.

Additional information is also available through the Court's online system at

http://courtconnect.solano.courts.ca.gov/cconnect/public/ck_public_qry_doct.cp_dkt_rpt_setup_idx. For further information, you may also call or email Class Counsel (listed above) or the Settlement Administrator (listed above).

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 369-3780, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #: 13892 Prepared By: Michael Sutherland
Estimate Date: 9/27/2021 Direct Dial #: 321.223.5067
Email: msutherland@simpluris.com

Plaintiff Attorney

Attorney/Client: Ovsanna Takvoryan
Firm: Lawyers for Justice
Email: Ovsanna Takvoryan <ovsanna@calljustice.com>

Defense Attorney

Attorney/Client:
Firm:
Email:

Case Name: YR-Frank-Lin Distillers Products-5208: All In Settlement

Capped Fee* **\$5,000**

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.

Total Possible Class Size:	220	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	Escheat	State(s):	CA
		Federal Tax Return	One Year

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	3	\$375.00
Database Manager - Initial Data Analysis	\$140.00	3	\$420.00
Total			\$795.00

Notification

Notice Packet: 6 pg Notice - Double Sided - English

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$0.70	220	\$154.00
Postage	\$0.58	220	\$127.60
NCOA/CASS/LACS	\$0.05	220	\$11.00
Undeliverable Processing	\$0.25	22	\$5.50
Skip Trace RUM	\$1.50	22	\$33.00
Remail Notice Packet	\$0.80	19	\$14.96
Remail Postage	\$0.58	19	\$10.85
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$406.91

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps / Call Center Support	\$75.00	3	\$225.00
800 # Charges	\$0.10	180	\$18.00
Total			\$243.00



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	2	\$5.50
Opt Out Processing	\$2.00	2	\$4.40
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$384.90

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	\$300.00	1	\$300.00
Print & Mail Check	\$2.50	220	\$550.00
Postage	\$0.58	220	\$127.60
Process Returned Checks	\$0.50	2	\$1.10
Skip Trace Search Undeliverable Checks	\$5.00	2	\$11.00
Remail Checks (Includes Postage)	\$4.00	2	\$8.80
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee(2021)	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	3	\$16.50
Postage	\$0.58	3	\$1.91
Unclaimed Funds: Escheat Management	\$100.00	1	\$100.00
Disbursement Manager	\$125.00	2	\$250.00
Total			\$3,411.91



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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	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Postage \$266.05

Total Case Costs \$5,541.72