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Attorneys for Plaintiffs
PRISCILLA AGUILAR, JULIAN HARO, JUAN
MADERA, and RICHARD NUNEZ
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PRISCILLA AGUILAR, JULIAN HARO,
JUAN MADERA, and RICHARD NUNEZ, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

OWENS-BROCKWAY GLASS CONTAINER,
INC., a Delaware Corporation, and DOES 1-50,
inclusive,

Defendants.

CASE NO. 21STCV33017

**DECLARATION OF IRVIN GARCIA
ON BEHALF OF CPT GROUP, INC.
REGARDING SETTLEMENT
ADMINISTRATION AND NOTICE**

Complaint Filed: 09/06/2021
Amended Complaint Filed: 04/12/2023
Trial Date: None

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1. I am a Case Manager for CPT Group, Inc. ("CPT"). I have personal knowledge of the facts stated herein, and, if called upon to testify, I could and would testify competently to such facts.

3. CPT received the Court-approved text for the Class Notice from Counsel on December 14, 2023.

5. On January 16, 2024, CPT received a class data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and pay periods during the class and PAGA period. The finalized class list contained 1,106 Class Members.

6. On February 14, 2024, CPT conducted a National Change of Address (NCOA) search in an attempt to update the class list of addresses as accurately as possible, for all Class Members. A search of this database provides updated addresses for any individual who moved in the previous four years and notified the U.S. Postal Service of a change of address. As a result of the NCOA, CPT was able to locate 93 updated addresses.

1 7. The Class Notices were enclosed in envelopes with the names and known
2 addresses printed on them. On February 14, 2024, the Class Notices were mailed via U.S. first
3 class mail to all Class Members.

4 8. As of the date of this declaration, 35 Class Notices have been returned to our
5 office by the Post Office. CPT performed a Skip Trace on all returned mail with no forwarding
6 addresses in an effort to locate a better address using Accurint, one of the most comprehensive
7 address databases available. It utilizes hundreds of different databases supplied by credit
8 reporting agencies, public records and a variety of other national databases.

9 9. As a result of either skip trace, forwarding address provided from the Post Office,
10 or request from counsel or the Class Member themselves, a total of 25 Class Notices have been
11 re-mailed to date. As of this date, there is ultimately 10 Class Notices undeliverable with no
12 forwarding address, where no new address could be found through skip trace.

13 10. As of the date of this declaration, CPT has not received any written objections to
14 the settlement from Class Members.

15 11. As of the date of this declaration, CPT has received 1 dispute from a Class
16 Member regarding their pay periods. The Class Member called to confirmed he would like to
17 rescind his dispute and will accept the workweeks as listed in his Class Notice.

18 12. As of the date of this declaration, CPT has received 2 written requests for
19 exclusion. The Class Members who submitted their written requests are named Cory Hillis and
20 Lucio Lemus. A copy of their request for exclusion has been attached hereto as **Exhibit B**.

21 13. As of the date of this declaration, CPT reports that a total of 1,104 Participating
22 Class Members are part of this class action settlement, representing a 99.82% participation rate.
23 As of the date of this declaration, the estimated Net Settlement Amount available to Participating
24 Class Members is as follows:

25 Gross Settlement Amount	\$3,700,000.00
26 Less Attorneys' Fees (Requested)	\$1,295,000.00
27 Less Attorneys' Litigation Costs (Requested)	\$24,074.00
28 Less Class Representative Incentive Payments (Requested)	\$60,000.00

Less PAGA Payment	\$300,000.00
Less Administration Costs	\$15,000.00

Remaining Net Settlement Amount	\$2,005,926.00
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14. Pursuant to the terms of the Settlement, Class Members will receive a proportionate share of the Net Settlement Amount, currently estimated to be \$2,005,926.00, based on the number of pay periods worked during the Class Period. The total number of pay periods worked for the 1,104 Participating Class Members is 166,999. Based on estimated settlement calculations at this time, the estimated pay period rate is \$12.01, the average gross payment to each Participating Class Member is estimated to be \$1,813.68, the lowest gross payment is estimated to be \$12.01, and the highest gross payment is estimated to be \$3,807.68.

15. Plaintiff Priscilla Aguilar's estimated class payment is \$2,258.18; Plaintiff Julian Haro's estimated class payment is \$1,441.39; Plaintiff Juan Madera's estimated class payment is \$3,026.92; and Plaintiff Richard Nunez's estimated class payment is \$3,363.25.

16. Pursuant to the terms of the Settlement, PAGA Members will receive a proportionate share of the PAGA Payment allocated to PAGA Members, currently estimated to be \$75,000.00, based on the number of pay periods worked during the PAGA Period. The total number of pay periods worked for the PAGA Group Members is 77,454. Based on estimated settlement calculations at this time, the estimated PAGA Pay Period Rate is \$0.97, the average gross payment to each PAGA Group Member is estimated to be \$67.81 and the highest gross payment is estimated to be \$152.03.

17. CPT will charge a total of \$15,000.00 in costs associated with the administration of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the Settlement. A true and correct copy of the invoice is attached hereto as **Exhibit C**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 30th of April 2024, at Irvine, California.



Irvin Garcia

EXHIBIT A

Priscilla Aguilar, et al. v. Owens-Brockway Glass Container, Inc., No. 21STCV33017
CORTE SUPERIOR DEL ESTADO DE CALIFORNIA, PARA EL CONDADO DE LOS ÁNGELES
AVISO DEL ACUERDO DE LA DEMANDA COLECTIVA

Usted no está siendo demandado. Este aviso afecta sus derechos. Por favor léalo cuidadosamente.

Para: Todas las personas que son empleadas o han sido empleadas por Owens-Brockway Glass Container, Inc. en California como empleados pagados por hora o no exentos en cualquier momento durante el período de tiempo desde el 8 de marzo del 2017 hasta el 30 de abril del 2023 (“Miembros de la Clase”).

Todas las personas que están empleados o han estado empleados por Owens-Brockway Glass Container, Inc. en California como empleados pagados por hora o no exentos en cualquier momento durante el período de tiempo comprendido entre el 6 de abril de 2020 y el 30 de abril de 2023 (“Miembros de PAGA”).

El 14 de diciembre del 2023, la Corte en este caso concedió la aprobación preliminar de este acuerdo de demanda colectiva y ordenó a los litigantes notificar a todos los Miembros de la Clase del Acuerdo. **Usted ha recibido este aviso porque los registros de los Demandados indican que usted es un Miembro de la Clase, y por lo tanto tiene derecho a un pago del Acuerdo. Todos los cheques serán negociables durante 180 días, después de los cuales los fondos representados por los cheques no cobrados serán entregados al Controlador del Estado de California.**

Si usted es un Miembro de la Clase, a menos de que opte por excluirse del Acuerdo siguiendo los procedimientos descritos a continuación, usted se considerará un Miembro de la Clase del Acuerdo y, si la Corte concede la aprobación final del Acuerdo, se le enviará por correo un cheque por su parte del fondo del acuerdo. Si usted es un Miembro de PAGA, participará en la porción del Pago de PAGA del Acuerdo (definida a continuación) sin importar si opta por no participar en el Acuerdo. La Audiencia de Equidad Final sobre la adecuación, razonabilidad y equidad del Acuerdo se llevará a cabo a las 8:30 a.m., el 25 de junio del 2024, en el Departamento 9 de la Corte Superior del Condado de Los Ángeles, ubicada en 312 North Spring Street, Los Ángeles, California 90012.

Por favor, también tenga en cuenta que la Audiencia de Equidad Final puede ser reprogramada por la Corte para otra fecha y/o hora. Usted no está obligado a asistir a la audiencia, pero si lo desea, usted puede asistir a la audiencia de forma telefónica (remota), que se puede establecer a través de LA Court Connect (www.lacourt.org/lacc/).

Si se muda de su residencia, usted debe enviar al Administrador del Acuerdo su nueva dirección; de lo contrario, es posible que nunca reciba su pago del Acuerdo. Es su responsabilidad mantener una dirección actualizada archivada con el Administrador del Acuerdo.

Resumen del Litigio

Los Demandantes Priscilla Aguilar, Juan Haro, Juan Madera y Richard Nunez (“Demandantes”), en su nombre y en el de otros empleados actuales y anteriores no exentos, alegan que la Demandada: (1) no pagó el salario mínimo y las horas extras; (2) no proporcionó los períodos de comida y de descanso; (3) no pagó oportunamente los salarios durante el empleo y en el momento de la separación del empleo; (4) no proporcionó las declaraciones salariales precisas y detalladas y no mantuvo los registros de horas trabajadas y de nóminas; y (5) no reembolsó los gastos necesarios.

Los abogados de las Demandantes, y los abogados asignados por la Corte para representar a la Clase, James Hawkins APLC (“Abogados de la Clase”), han investigado y estudiado los hechos y circunstancias subyacentes a las cuestiones presentadas en el caso y la ley aplicable. Mientras, los Abogados de la Clase creen que los reclamos alegados en esta demanda tienen mérito, los Abogados de la Clase también reconocen que el riesgo y gasto de un litigio continuo justifican el acuerdo. Según lo anterior, los Abogados de la Clase creen que el acuerdo propuesto es justo, adecuado, razonable, y en el mejor interés de los Miembros de la Clase.

El Demandado ha negado y sigue negando las alegaciones de hecho y legales en el caso y cree que tiene defensas válidas a los reclamos de las Demandantes. Al aceptar llegar a un acuerdo, el Demandado no admite culpa, mala conducta o responsabilidad sobre ninguna de las alegaciones de hecho o reclamos en el caso o que el caso pueda o deba proceder como una demanda colectiva. El Demandado ha acordado resolver el caso como parte de un compromiso con los Demandantes.

Resumen de los Términos del Acuerdo Propuesto

Los Demandantes y el Demandado han acordado resolver los reclamos de la Clase y de PAGA subyacentes a cambio de una Cantidad del Acuerdo de la Clase de \$3,700,000.00 (“Cantidad Bruta del Acuerdo”). Esta cantidad incluye: (1) pagos individuales del acuerdo a todos los Miembros de la Clase y los Miembros de PAGA; (2) el Pago de Mejora del Representante de la Clase de \$15,000 para cada uno, Priscilla Aguilar, Juan Haro, Juan Madera, y Richard Nunez por sus servicios en nombre de la Clase, y por una liberación de todos los reclamos que

surjan de su empleo con el Demandado; (3) \$1,295,000.00 en honorarios de abogados y hasta \$25,000.00 en costos y gastos de litigio; (4) un acuerdo de \$300,000 de reclamos conforme a la Ley General de Abogados Privados del Código Laboral de 2004 (“Pago de PAGA”), incluyendo un pago de \$225,000 a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA de PAGA”), y un pago de \$75,000.00 (“Fondo Neto de PAGA”) a todos los Miembros de PAGA; y (5) honorarios y gastos razonables del Administrador del Acuerdo de hasta \$15,000.00. Después de deducir los pagos anteriores de la Cantidad Bruta del Acuerdo, la cantidad que resta se asignará a los Miembros de la Clase que no opten por excluirse de la Clase del Acuerdo (“Cantidad Neta del Acuerdo”). Todos los Miembros de PAGA recibirán una parte proporcional del Pago Neto de PAGA de \$75,000.00, sin importar si optan por excluirse del Acuerdo.

Pagos de la Cantidad Neta del Acuerdo

Pagos a los Miembros de la Clase. El Pago Individual del Acuerdo a un Miembro de la Clase del Acuerdo se calculará sobre la base de los Períodos de Pago trabajados por cada Miembro de la Clase del Acuerdo durante el período de tiempo desde el 8 de marzo del 2017 hasta el 30 de abril del 2023. Los Pagos Individuales del Acuerdo para los Miembros de la Clase para ese período de tiempo se calcularán dividiendo el número de Períodos de Pago Elegibles atribuidos al Miembro de la Clase por todos los Períodos de Pago Elegibles atribuidos a todos los Miembros de la Clase del Acuerdo, multiplicado por la Cantidad Neta del Acuerdo asignada a la Clase. De lo contrario, la fórmula para un Miembro de la Clase es: $(\text{Períodos de Pago Elegibles individuales} \div \text{total de Períodos de Pago Elegibles de la Clase del Acuerdo}) \times \text{Cantidad Neta del Acuerdo}$. El Pago Individual del Acuerdo se reducirá por cualquier deducción requerida para cada Miembro de la Clase según se establece específicamente en el presente, incluyendo las retenciones o deducciones fiscales del lado del empleado, pero excluyendo cualquier impuesto del lado del empleador que el Demandado pagará por separado. Si existen Solicitudes de Exclusión válidas y oportunas, el Administrador del Acuerdo aumentará proporcionalmente la parte de cada Miembro de la Clase del Acuerdo de la Cantidad Neta del Acuerdo de acuerdo con el número de Períodos de Pago trabajados, de modo que la cantidad realmente distribuida a la Clase sea igual al 100% de la Cantidad Neta del Acuerdo.

Según los registros del Demandado, usted trabajó durante el Período de la Clase en una posición no exenta por un total de «Payperiods» Períodos de Pago. En consecuencia, su pago estimado de la Cantidad Neta del Acuerdo es de aproximadamente «ClassestAmount».

Pagos a los Miembros de PAGA. El Pago Individual de PAGA a un Miembro de PAGA del Pago Neto de PAGA se calculará sobre la base de los Períodos de Pago trabajados por cada Miembro de PAGA durante el período de tiempo del 6 de abril del 2020 hasta el 30 de abril del 2023. Los Pagos Individuales de PAGA para ese período de tiempo se calcularán dividiendo el Pago Neto de PAGA por el número total de Períodos de Pago PAGA trabajados durante el Período de PAGA acreditado a todos los Miembros de PAGA (“Tasa de Período de Pago de PAGA”). El Pago Individual de PAGA de cada Miembro de PAGA es igual a la Tasa de Período de Pago de PAGA multiplicada por sus Períodos de Pago de PAGA individuales de acuerdo con los registros del Demandado. Una Solicitud de Exclusión no excluye a un Miembro de PAGA de la liberación de reclamos conforme a las §§ 2698, y siguientes. Código Laboral de California y el Miembro de PAGA recibirá su parte del Pago Neto de PAGA incluso si presenta una Solicitud de Exclusión válida.

Según los registros del Demandado, usted trabajó durante el Período de PAGA en una posición no exenta para un total de «PAGAPayperiods» Períodos de Pago. En consecuencia, su pago estimado del Pago Neto de PAGA es de aproximadamente de «PAGAestAmount».

Si usted cree que la información del Período de Pago proporcionada anteriormente no es correcta, por favor comuníquese con el Administrador del Acuerdo para disputar el cálculo. Usted debe adjuntar toda la documentación en apoyo de su disputa (como talones de cheques, W2 o cartas de Recursos Humanos). Todas las disputas deben tener el sello postal o ser enviadas por fax en o antes del 15 de abril del 2024, y deben ser enviadas a:

Aguilar, et al. v. Owens-Brockway Glass Container, Inc.
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, CA 92606
1-888-729-0861

Impuestos sobre los Pagos del Acuerdo. Las Formas W-2 y 1099 del IRS se distribuirán a los Miembros de la Clase del Acuerdo y a las autoridades fiscales correspondientes, reflejando los pagos que reciban conforme al Acuerdo. Los Miembros de la Clase deben consultar a sus asesores fiscales sobre las consecuencias fiscales de los pagos que reciban conforme al Acuerdo. Para los propósitos de este Acuerdo, cada Pago Individual del Acuerdo se asignará como 33% salarios, 33% al interés, y 33% a las sanciones e ingresos no salariales.

Sus Opciones Bajo el Acuerdo

Opción 1 – Automáticamente Recibir un Pago del Acuerdo

Si usted desea recibir su pago del Acuerdo, entonces ninguna acción adicional se requiere de su parte. Usted automáticamente recibirá su pago del Acuerdo del Administrador del Acuerdo siempre y cuando el Acuerdo reciba la aprobación final por la Corte.

Si usted elige la **Opción 1**, y si la Corte concede la aprobación final del acuerdo, se le enviará por correo un cheque por su parte de los fondos del acuerdo. Además, usted se considerará que ha liberado los reclamos como sigue:

Como consecuencia de la entrada en vigencia de la Orden de Aprobación Final y la Sentencia, y una vez que el Demandado financie la Cantidad Bruta del Acuerdo de conformidad con el Párrafo 5. 13, y excepto en cuanto a los derechos o reclamos que puedan ser creados por este Acuerdo, incluyendo, sin limitación, las personas que presenten una Solicitud de Exclusión válida, cada miembro de la Clase del Acuerdo, y cada uno de sus respectivos ejecutores, administradores, representantes, agentes, herederos, sucesores, cesionarios, fideicomisarios, cónyuges o tutores, liberarán a cada una de las Partes Liberadas de y de todos y cada uno de los reclamos, derechos, demandas, cargos, quejas, causas de acción, obligaciones o responsabilidad que fueron o podrían haber sido presentados sobre la base de las alegaciones de hecho realizadas en la Demanda hasta el 30 de abril del 2023. Esto incluye, pero no se limita a, las secciones 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 del Código Laboral de California, Órdenes Salariales de la Comisión Industrial de California, Código de Regulaciones de California, Título 8, Sección 11040, y siguientes; y las Secciones 17200, y siguientes del Código de Negocios y Profesiones; e incluye todos los reclamos por o relacionados con la supuesta falta de pago de salarios, horas extras o salarios de doble tiempo, salarios mínimos y regulares, tasa regular de pago; salarios a tiempo durante el empleo, salarios a tiempo en la separación, períodos de comida y primas por períodos de comida, períodos de descanso y primas por períodos de descanso, trabajo fuera de horario; declaraciones salariales, aviso por escrito de licencia por enfermedad, registros de nómina y mantenimiento de registros; gastos comerciales no reembolsados; no pagar beneficios 401(k) adicionales y/o beneficios de compensación diferidos y/o beneficios de compensación por pagos recibidos conforme al Acuerdo; competencia desleal; prácticas comerciales desleales; conversión; acciones colectivas; acciones representativas; demandas de parte perjudicada; desagravio por mandato judicial; desagravio declaratorio; contabilidad; daños punitivos; daños liquidados; sanciones de cualquier naturaleza (incluyendo pero no limitado a las sanciones civiles, sanciones por el tiempo de espera); intereses; honorarios de y costos de abogados; y cualquier otro reclamo que surja de o esté relacionado con o presentado en la Demanda hasta el 30 de abril del 2023. Esta Liberación no constituye una renuncia general bajo la Sección 1542 del Código Civil de California.

Como consecuencia de la entrada en vigencia de la Orden de Aprobación Final y la Sentencia, y una vez que el Demandado financie la Cantidad Bruta del Acuerdo de conformidad con el Párrafo 5. 13, y excepto en cuanto a los derechos o reclamos que puedan ser creados por este Acuerdo, cada Miembro de PAGA, y cada uno de sus respectivos albaceas, administradores, representantes, agentes, herederos, sucesores, cesionarios, fideicomisarios, cónyuges o tutores, liberarán a cada una de las Partes Liberadas de y de todos los reclamos por sanciones de PAGA que fueron o podrían haber sido presentados sobre la base de las alegaciones de hecho realizadas en la Demanda hasta el 30 de abril del 2023. Esto incluye, pero no se limita a, las sanciones de PAGA basadas en la supuesta violación de las secciones 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California, Órdenes Salariales de la Comisión Industrial de California, Código de Regulaciones de California, Título 8, Sección 11040, y siguientes; e incluye todos los reclamos por o relacionados con la supuesta falta de pago de salarios, horas extras o salarios de doble tiempo, salarios mínimos y regulares, tasa regular de pago; salarios a tiempo durante el empleo, salarios a tiempo en la separación, períodos de comida y primas por períodos de comida, períodos de descanso y primas por períodos de descanso, trabajo fuera de horario; declaraciones salariales, aviso por escrito de licencia por enfermedad, registros de nómina y mantenimiento de registros; gastos comerciales no reembolsados; y cualquier otro reclamo que surja de o esté relacionado con o presentado en la Demanda hasta el 30 de abril del 2023.

Opción 2 – Optar Por Excluirse del Acuerdo

Si usted no desea participar en el Acuerdo, usted puede excluirse de participar presentando una solicitud escrita al Administrador del Acuerdo indicando de manera expresa y clara que usted ha recibido este Aviso del Acuerdo de la Demanda Colectiva, ha decidido no participar en el acuerdo y desea ser excluido del Acuerdo. La Solicitud de Exclusión escrita debe incluir su nombre (y nombres anteriores, si hay alguno), dirección actual, número de teléfono actual y los cuatro últimos dígitos de su número de seguro social, y una declaración que usted desea ser excluido de la Resolución del Acuerdo. Cualquier Solicitud de Exclusión que no incluya toda la información requerida, que no esté firmada y fechada, o que no se presente a tiempo, se considerará nula, inválida e ineficaz. Las Solicitudes de Exclusión deben enviarse por correo de Primera Clase de EE. UU. o equivalente, a la dirección que se indica a continuación:

Aguilar, et al. v. Owens-Brockway Glass Container, Inc.
c/o CPT Group, Inc.
50 Corporate Park,
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1-888-729-0861
Página 3 de 4

La Solicitud de Exclusión debe tener el sello postal a no más tardar el 15 de abril del 2024. Si usted presenta una Solicitud de Exclusión que no tenga el sello postal antes del 15 de abril del 2024, su Solicitud de Exclusión será rechazada, y usted estará incluido en la clase del Acuerdo.

Si usted elige la **Opción 2**, usted ya no será un Miembro de la Clase, y usted:

- No Recibirá un Pago de la Cantidad Neta del Acuerdo.
- No liberará los Reclamos Liberados de la Clase.
- Sin embargo, usted liberará los reclamos para las sanciones civiles de PAGA sobre los Reclamos Liberados, y usted recibirá un pago del Fondo de PAGA.

Opción 3 – Objetar al Acuerdo

Si usted decide objetar al Acuerdo, usted puede presentar una objeción escrita indicando por qué objeta al Acuerdo, o en su lugar puede comparecer en la Audiencia de Equidad Final para objetar al Acuerdo. Su objeción debe incluir: (1) el nombre y número de caso de esta Demanda: Priscilla Aguilar, et al. v. Owens-Brockway Glass Container, Inc., Los Ángeles, Número de Caso 21STCV33017; (2) su nombre completo, los últimos cuatro dígitos de su número de seguro social y dirección actual; (3) la(s) razón(es) específica(s) de la objeción; 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 la Corte los considere. Usted también debe firmar y fechar su objeción. La objeción escrita debe enviarse por correo al Administrador del Acuerdo a Aguilar, et al. v. Owens-Brockway Glass Container, Inc., c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

Todas las objeciones escritas deben ser recibidas por el Administrador del Acuerdo a no más tardar del 15 de abril del 2024. Al presentar una objeción, no se está excluyendo del acuerdo. Para excluirse del Acuerdo, usted debe seguir las instrucciones descritas anteriormente. Por favor, tenga en cuenta que no puede objetar al acuerdo y excluirse al mismo tiempo. Usted debe elegir sólo una opción.

Si elige la **Opción 3**, seguirá obligado por este Acuerdo, renunciará a sus reclamos de la clase y de PAGA descritos anteriormente, y recibirá su Parte Individual del Acuerdo si el Acuerdo es aprobado por la Corte.

Aprobación Final del Acuerdo

Usted no está obligado a asistir a la Audiencia de Aprobación Final, aunque cualquier Miembro de la Clase es bienvenido a asistir a la Audiencia de Aprobación Final para escuchar los procedimientos u objetar al Acuerdo. Usted puede comparecer de forma remota en la Audiencia de Aprobación Final utilizando el procedimiento Court Connect en <https://www.lacourt.org/lacc/>. Usted también puede asistir en persona a la Audiencia de Aprobación Final.

Información Adicional

Este Aviso de la Clase resume el Acuerdo. Encontrará más detalles en la Resolución del Acuerdo. Usted puede recibir una copia de la Resolución del Acuerdo, la Sentencia Final u otros documentos del Acuerdo visitando el sitio web del Administrador del Acuerdo en www.cptgroupcaseinfo.com/owensbrockwayglasscontainer o comunicándose con el Administrador del Acuerdo o los Abogados de la Clase, cuya información de contacto se indica a continuación. Usted también puede obtener más detalles examinando el expediente de la Corte utilizando el sitio web de la Corte en <http://www.lacourt.org/> e ingresando el Caso No. 21STCV33017 en la página de acceso a casos del sitio web, o dirigiéndose al Secretario de la Corte ubicada en 312 N. Spring Street, Los Ángeles, California 90012 durante las horas regulares de trabajo. Usted también puede dirigir sus preguntas al Administrador del Acuerdo o a los Abogados de la Clase:

JAMES HAWKINS APLC
James R. Hawkins (SBN 192925)
james@Jameshawkinsaplc.com
Christina M. Lucio (SBN 253677)
christina@Jameshawkinsaplc.com
Mitchell J. Murray (SBN 285691)
mitchell@Jameshawkinsaplc.com
9880 Research Drive, Suite 200
Irvine, California 92618
Teléfono: (949) 387-7200
Facsimil: (949) 387-6676

Aguilar, et al. v. Owens-Brockway Glass Container, Inc.
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, CA 92606
1-888-729-0861

POR FAVOR, NO CONTACTE CON EL SECRETARIO DE LA CORTE, EL JUEZ O A LOS ABOGADOS DEL DEMANDADO CON PREGUNTAS.

Priscilla Aguilar, et al. v. Owens-Brockway Glass Container, Inc., No. 21STCV33017
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully.

To: All persons who are employed or have been employed by Owens-Brockway Glass Container, Inc. in California as hourly-paid or non-exempt employees at any time during the time period from March 8, 2017, through April 30, 2023 (“Class Members”).

All persons who are employed or have been employed by Owens-Brockway Glass Container, Inc. in California as hourly-paid or non-exempt employees at any time during the time period from April 6, 2020, to April 30, 2023 (“PAGA Members”).

On December 14, 2023, the Court in this case granted preliminary approval of this class action Settlement and ordered the litigants to notify all Class Members of the Settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the Settlement. All checks will be negotiable for 180 days, after which funds represented by uncashed checks will be tendered to the Controller of the State of California.**

If you are a Class Member, unless you choose to opt out of the Settlement by following the procedures described below, you will be deemed a Settlement Class Member and, if the Court grants final approval of the Settlement, you will be mailed a check for your share of the settlement fund. If you are a PAGA Member, you will participate in the PAGA Payment portion of the Settlement (defined below) regardless of whether you opt out of the Settlement. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 8:30 a.m., June 25, 2024, in Department 9 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012.

Please note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. You are not required to attend the hearing, but if you wish to attend, you may attend the hearing telephonically (remotely), which can be set up through LA Court Connect (www.lacourt.org/lacc/).

If you move from your residence, you must send the Settlement Administrator your new address; otherwise, you may never receive your Settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

Summary of the Litigation

Plaintiffs Priscilla Aguilar, Juan Haro, Juan Madera, and Richard Nunez (“Paintiffs”), on behalf of themselves and other current and former non-exempt employees, allege that Defendant failed to: (1) pay minimum wages and overtime; (2) provide meal periods and rest breaks; (3) timely pay wages during employment and at separation from employment; (4) furnish accurate, itemized wage statements and maintain timekeeping and payroll records; and (5) reimburse necessary expenses.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the Class, James Hawkins APLC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify Settlement. Based on the foregoing, Class Counsel believe the proposed Settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendant is not admitting liability on any of the allegations or claims in the case or that the case can or should proceed as a class or representative action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of the Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying Class and PAGA claims in exchange for a Class Settlement Amount of \$3,700,000.00 (“Gross Settlement Amount”). This amount is inclusive of: (1) individual settlement payments to all Settlement Class and PAGA Members; (2) a Class Representative Enhancement Payment of \$15,000 each to Priscilla Aguilar, Juan Haro, Juan Madera, and Richard Nunez for their services on behalf of the Class, and for a release of all claims arising out of their employment with Defendant; (3) \$1,295,000.00 in attorneys’ fees and up to \$25,000.00 in litigation costs and expenses; (4) a \$300,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA Payment”), inclusive of a

«EmployeeName»

CPT ID: «ID»

\$225,000 payment to the California Labor and Workforce Development Agency (“LWDA Payment”), and a \$75,000.00 payment (“Net PAGA Payment”) to all PAGA Members; and (5) reasonable Settlement Administrator’s fees and expenses of up to \$15,000.00. After deducting the above payments from the Gross Settlement Amount, the remaining amount will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Amount”). All PAGA Members will receive a proportional share of the \$75,000.00 Net PAGA Payment, regardless of whether they opt out of the Settlement.

Payments from Net Settlement Amount.

Payments to Class Members. The Individual Settlement Payment to a Settlement Class Member will be calculated based on Pay Periods worked by each Settlement Class Member during the time period of March 8, 2017 through April 30, 2023. Individual Settlement Payments for the Class Members for that time period will be calculated by dividing the number of Eligible Pay Periods attributed to the Class Member by all Eligible Pay Periods attributed to all Settlement Class Members, multiplied by the Net Settlement Amount allocated to the Class. Otherwise stated, the formula for a Class Member is: (individual’s Eligible Pay Periods ÷ total Settlement Class Eligible Pay Periods) × Net Settlement Amount. The Individual Settlement Payment will be reduced by any required deductions for each Class Member as specifically set forth herein, including employee-side tax withholdings or deductions, but excluding any employer-side taxes which Defendant shall pay separately. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Settlement Class Member’s share of the Net Settlement Amount according to the number of Pay Periods worked, so that the amount actually distributed to the Class equals 100% of the Net Settlement Amount.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of «Payperiods» Pay Periods. Accordingly, your estimated payment from the Net Settlement Amount is approximately «ClassesAmount».

Payments to PAGA Members. The Individual PAGA Payment to a PAGA Member from the Net PAGA Payment will be calculated based on Pay Periods worked by each PAGA Member during the time period of April 6, 2020, to April 30, 2023. Individual PAGA Payments for that time period will be calculated by dividing the Net PAGA Payment by the total number of PAGA Pay Periods worked during the PAGA Period credited to all PAGA Members (“PAGA Pay Period Rate”). Each PAGA Member’s Individual PAGA Payment is equal to the PAGA Pay Period Rate multiplied by his or her individual PAGA Pay Periods pursuant to the records of Defendant. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive his or her portion of the Net PAGA Payment even if he or she submits a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position for a total of «PAGAPayperiods» Pay Periods. Accordingly, your estimated payment from the Net PAGA Payment is approximately «PAGAestAmount».

If you believe the Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before April 15, 2024, and must be sent to:

Aguilar, et al. v. Owens-Brockway Glass Container, Inc.
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, CA 92606
1-888-729-0861

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Settlement Class Members and the appropriate taxing authorities reflecting the payments they receive under the Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, each Individual Settlement Payment will be allocated as 33% wages, 33% to interest, and 33% to penalties and non-wage income.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the Settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released claims as follows:

By operation of the entry of the Final Approval Order and Judgment, and upon funding of the Gross Settlement Amount by Defendant pursuant to Paragraph 5.13, and except as to such rights or claims as may be created by this Agreement, including, without limitations, individuals who submit a valid Request for Exclusion, each Settlement Class member, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, will release each of the Released Parties of and from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability that were or could have been raised based on the factual allegations made in the Action through April 30, 2023. This includes, but is not limited to, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; California Industrial Commission Wage Orders, Cal. Code Regs., Title 8, Section 11040, et seq.; and Business and Professions Code Sections 17200, et seq.; and including all claims for or related to alleged failure to pay wages, overtime or double time wages, minimum and regular wages, regular rate of pay; wages timely during employment, wages timely at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work; wage statements, written notice of sick leave, payroll records and recordkeeping; unreimbursed business expenses; failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement; unfair competition; unfair business practices; conversion; class actions; representative actions; aggrieved party claims; injunctive relief; declaratory relief; accounting; punitive damages; liquidated damages; penalties of any nature (including but not limited to civil penalties, waiting-time penalties,); interest; attorneys' fees and costs; and any other claims arising out of or related to or filed in the Action through April 30, 2023. This Release does not constitute a general waiver under California Civil Code Section 1542.

By operation of the entry of the Final Approval Order and Judgment, and upon funding of the Gross Settlement Amount by Defendant pursuant to Paragraph 5.13, and except as to such rights or claims as may be created by this Agreement, each PAGA Member, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, will release each of the Released Parties of and from all claims for PAGA penalties that were or could have been raised based on the factual allegations made in the Action through April 30, 2023. This includes, but is not limited to, PAGA penalties based on alleged violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, , 2800, 2802; California Industrial Commission Wage Orders, Cal. Code Regs., Title 8, Section 11040, et seq.; and includes all claims for or related to alleged failure to pay wages, overtime or double time wages, minimum and regular wages, regular rate of pay; wages timely during employment, wages timely at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work; wage statements, written notice of sick leave, payroll records and recordkeeping; unreimbursed business expenses; and any other claims arising out of or related to or filed in the Action through April 30, 2023.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement. The written Request for Exclusion must include your name (and former names, if any), current address, current telephone number, and last four digits of their social security number, and a statement that you wish to be excluded from the Settlement Agreement. Any Request for Exclusion that does not include all of the required information, is not signed and dated, or that is not submitted in a timely manner will be deemed null, void, and ineffective. Requests for Exclusion must be mailed by First Class U.S. Mail or equivalent, to the address below:

Aguilar, et al. v. Owens-Brockway Glass Container, Inc.
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, CA 92606
1-888-729-0861

The Request for Exclusion must be postmarked no later than April 15, 2024. If you submit a Request for Exclusion which is not postmarked by April 15, 2024, your Request for Exclusion will be rejected, and you will be included in the Settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Amount.
- Not release the Released Class Claims.
- You will, however, release claims for PAGA civil penalties predicated on the Released Claims and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the Settlement, you may submit a written objection stating why you object to the Settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Your objection must provide: (1) the name and case number of this Action: Priscilla Aguilar, et al. v. Owens-Brockway Glass Container, Inc., Los Angeles, Case No. 21STCV33017; (2) your full name, last four digits of your social security number, and current address; (3) the specific reason(s) for the objection; and (4) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider. You must also sign and date your objection. The written objection must be mailed to the Settlement Administrator at *Aguilar, et al. v. Owens-Brockway Glass Container, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

All objections must be received by the Settlement Administrator by not later than April 15, 2024. By submitting an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described above. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only.

If you choose **Option 3**, you will remain bound by this Settlement, release your class and PAGA claims described above, and you will receive your individual Settlement Share if the Settlement is approved by the Court.

Final Approval of the Settlement

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the Final Approval Hearing to listen to the proceedings or to object to the Settlement. You may remotely appear at the Final Approval Hearing by using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also attend the Final Approval Hearing in person.

Additional Information

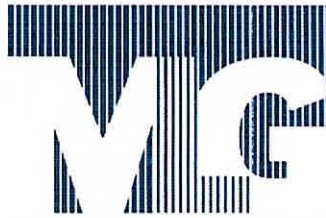
This Class Notice summarizes the Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by going to the Settlement Administrator's website at www.cptgroupcaseinfo.com/owensbrockwayglasscontainer or by contacting the Settlement Administrator or Class Counsel, whose contact information are listed below. You may also get more details by examining the Court's file using the court's website at <http://www.lacourt.org/> and entering the Case No. 21STCV33017 in the website's case access page, or by going to the Clerk's Office located at 312 N. Spring Street, Los Angeles, California 90012 during regular business hours. You may also direct inquiries to the Settlement Administrator or Class Counsel:

JAMES HAWKINS APLC
James R. Hawkins (SBN 192925)
james@Jameshawkinsaplc.com
Christina M. Lucio (SBN 253677)
christina@Jameshawkinsaplc.com
Mitchell J. Murray (SBN 285691)
mitchell@Jameshawkinsaplc.com
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Aguilar, et al. v. Owens-Brockway Glass Container, Inc.
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, CA 92606
1-888-729-0861

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

EXHIBIT B



MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

RECEIVED

APR 15 2024

April 11, 2024

Via Certified Mail

Aguilar v. Owens-Brockway Glass Container, Inc.
Class Action Settlement
c/o: CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

Re: Request for Exclusion from Class Action Lawsuit

To Whom It May Concern:

I, the undersigned, Cory Hillis, do not wish to participate in the settlement. Therefore, I request to be excluded from the class action proceedings in the matter of *Aguilar v. Owens-Brockway Glass Container, Inc.*, Case No. 21STCV33017 pending in the Los Angeles Superior Court.

My date of birth is: 05/21/1975

My SSN is: xxx-xx-1350

My current address is 5312 Firenza Way, Salida, CA 95368. My current telephone number is (559) 513-0216. All correspondence and inquiries can be sent to my attorney at the address listed above.

Dated: Apr 11, 2024


Cory Hillis (Apr 11, 2024 19:36 PDT)

Cory Hillis

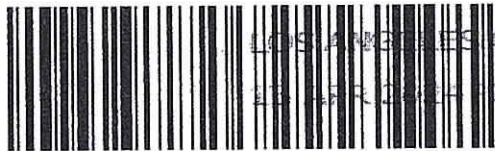
Aguilar v. Owens-Brockway Glass
Container, Inc.
CaseNo: 21STCV33017

Number



1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266

CERTIFIED MAIL®



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Aguilar v. Owens-Brockway Glass Container, Inc.

Class Action Settlement

c/o: CPT Group, Inc.

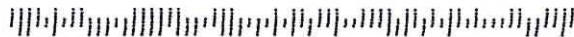
50 Corporate Park

Irvine, CA 92606

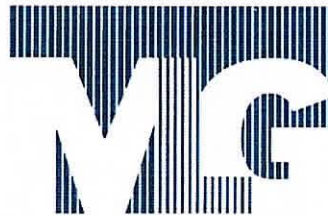
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APR 15 2024

92606-510550



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE



MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

RECEIVED

APR 15 2024

April 11, 2024

Via Certified Mail

Aguilar v. Owens-Brockway Glass Container, Inc.
Class Action Settlement
c/o: CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

Re: Request for Exclusion from Class Action Lawsuit

To Whom It May Concern:

I, the undersigned, Lucio Lemus Jr. do not wish to participate in the settlement. Therefore, I request to be excluded from the class action proceedings in the matter of *Aguilar v. Owens-Brockway Glass Container, Inc.*, Case No. 21STCV33017 pending in the Los Angeles Superior Court.

My date of birth is: 11/18/1995

My SSN is: xxx-xx-7905

My current address is 6359 Barsac Place, Rancho Cucamonga, California 91737. My current telephone number is (626) 808-6578. All correspondence and inquiries can be sent to my attorney at the address listed above.

Dated: Apr 11, 2024

Lucio Lemus

Lucio Lemus (Apr 11, 2024 19:58 PDT)

Lucio Lemus Jr.

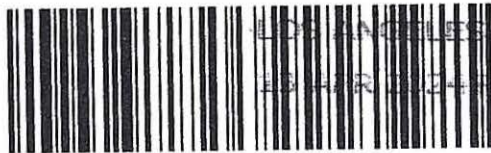
Aguilar v. Owens-Brockway Glass
Container, Inc.
CaseNo: 21STCV33017

Number



1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266

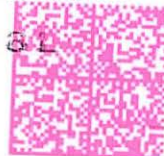
CERTIFIED MAIL



LOS ANGELES CA 900

13 APR 2024 11:31 AM

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PITNEY BOWES

\$ 008.69⁰

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MAILED FROM ZIP CODE 90266

Aguilar v. Owens-Brockway Glass Container, Inc.

Class Action Settlement

c/o: CPT Group, Inc.

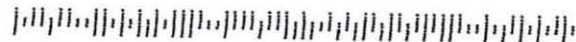
50 Corporate Park

Irvine, CA 92606

RECEIVED

APR 15 2024

92606-510550



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

EXHIBIT C

Aguilar v. Owens-Brockway Glass Container, Inc.

All-In Settlement

Class Size: 1,106
Opt-Out Rate: 0.18%
No. of Checks Issued: 1,104
Postage Total: \$2,328.66
Grand Total: \$21,708.14

DISCOUNTED FLAT FEE: \$15,000.00

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. The Notice Packet will be Translated into Spanish. All Pertinent Documents will be Posted on a Case Specific Website.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Static Website	\$500.00	1	\$500.00
TOTAL			\$3,415.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA. CPT will Mail a Full-Length Notice, Exclusion & Objection Form in Both English & Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
Print & Mail Notice Packets	\$1.50	1,106	\$1,659.00
First-Class Postage (up to 2 oz.)	\$0.87	1,106	\$962.22
TOTAL			\$2,946.22

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Rемаiled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	10	\$5.00
Skip Trace for Best Address	\$1.00	26	\$26.00
Print & Remail Notice Packets	\$1.50	25	\$37.50
First-Class Postage (up to 2 oz.)	\$0.87	25	\$21.75
TOTAL			\$150.25

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	2	\$3.98
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.68	1	\$0.68
Review & Process Deficiency Responses	\$10.00	1	\$10.00
		TOTAL	\$321.16

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	17	\$51.00
		TOTAL	\$351.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	1,104	\$110.40
		TOTAL	\$545.40

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	4	\$600.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	1,104	\$2,760.02
First-Class Postage (up to 1 oz.)*	\$0.68	1,104	\$750.73
Check Reminder Postcard	\$0.40	883	\$353.28
Postage for Postcard	\$0.53	883	\$468.10
		TOTAL	\$6,472.13

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remaild Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	88	\$44.00
Skip Trace for Best Address	\$1.00	88	\$88.00
Remail Undeliverable Checks	\$2.50	80	\$200.00
First-Class Postage (up to 1 oz.)	\$0.68	80	\$54.40
Re-Issue Checks as Required	\$5.00	56	\$280.00
First-Class Postage (up to 1 oz.)	\$0.68	56	\$38.08
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation	\$600.00	1	\$600.00
Annual Tax Reporting to IRS	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$5,244.48

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	232	\$34.80
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	23	\$115.00
First-Class Postage (up to 1 oz.)	\$0.68	23	\$15.64
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Project Manager: June Remittance	\$95.00	2	\$190.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$2,262.50

GRAND TOTAL \$21,708.14