

Attorney for Plaintiff
Wendy Navarro Garcia

Defendants.

) NO. 30-2021-01235358-CU-OE-CXC
)
) DECLARATION OF YAMI BURNS
)
) Date: January 5, 2024
) Time: 1:30 p.m.
) Dept: CX103
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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 *Garcia v. Widdicombe Enterprises* (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 Second Amended Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Pendency of Proposed Class Action and PAGA Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from January 1, 2018 to February 10, 2023 (“Class Period”) and the number of weeks that each Aggrieved Employee worked during the time period from November 11, 2020 to February 10, 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 September 19, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained one thousand two hundred thirty-eight (1,238) individuals identified as Class Members.

1 4. On September 20, 2023, 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.

2 5. On October 3, 2023, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all one thousand two hundred thirty-eight (1,238) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

3 6. On or around December 11, 2023, one (1) individual was identified as an additional Settlement Class member and added to the Class and a Notice was subsequently mailed to them.

4 7. As of the date of this declaration, seventy (70) Notices have been returned to Phoenix. None were returned with a forwarding address. For the seventy (70) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the seventy (70) Notices that were skip traced, fifty-nine (59) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail. Eight (8) Notices were returned a second time.

5 8. As of the date of this declaration, nineteen (19) Notices remain undeliverable since an updated address could not be obtained via skip trace.

6 9. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was December 2, 2023.

7 10. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was December 2, 2023.

8 11. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was December 2, 2023.

9 12. There are one thousand two hundred thirty-nine (1,239) 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 seventy

1 thousand four hundred ninety-eight (70,498) Workweeks during the Class Period. Each Workweek is
2 valued at approximately \$9.48.

3 13. The Net Settlement Amount of \$668,500.00 available to pay Settlement Class Members
4 was determined by subtracting the requested Class Counsel attorneys' fees (\$400,000.00), and Class
5 Counsel costs (\$12,000.00), requested Enhancement Payment to Plaintiff Garcia (\$5,000.00), the
6 LWDA/PAGA Amount (\$75,000.00), and the requested Settlement Administration Costs (\$14,500.00)
7 from the Gross Settlement Amount (\$1,200,000.00).

8 14. Based upon the calculations stipulated in the Settlement, the highest Individual
9 Settlement Share to be paid is approximately \$2,527.76, the lowest Individual Settlement Share to be
10 paid is approximately \$1.35, while the average Individual Settlement Share to be paid is approximately
11 \$539.55. Settlement Class Members will be issued payment of their Individual Settlement Shares
12 subject to reduction for the employee's share of taxes and withholdings with respect to the wages
13 portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

14 15. Additionally, \$100,000.00 of the Gross Settlement Amount has been allocated toward
15 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$75,000.00,
16 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$25,000.00,
17 of which shall be paid to all current and former hourly non-exempt individuals who are or were
18 employed by Defendant during the PAGA Period. There are seven hundred eight (708) Aggrieved
19 Employees who worked a total of fourteen thousand three hundred thirty-five (14,335) weeks during
20 the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$100.90, and the
21 average Individual PAGA Payment to be paid is approximately \$35.31.

22 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
23 addition to the Gross Settlement Amount.

24 17. Phoenix's costs associated with the administration of this matter are \$14,500.00. This
25 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
26 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 12th day of December 2023, at Orange, California.

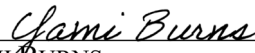

YAMI BURNS

Exhibit A

SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE

WENDY NAVARRO GARCIA, on behalf
of herself and all similarly situated
individuals and aggrieved employees,

Plaintiff,

v.

WIDDICOMBE ENTERPRISES, INC., and DOES 1
to 100,

Defendants.

Case No. 30-2021-01235358-CU-OE-CXC

NOTICE OF PENDENCY OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

I. WHY DID I GET THIS NOTICE?

The records of Widdicombe Enterprises, Inc. ("Widdicombe") indicate that you were employed by Widdicombe at some time between January 1, 2018 and February 10, 2023 (the "Class Period") as a current or former non-exempt hourly paid employee. This Notice explains that for settlement purposes only, the Court has granted preliminary approval of the class action settlement that may affect you. You have legal rights and options that you may exercise at this time.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

Plaintiff Wendy Navarro Garcia, a former employees who worked for Widdicombe, filed a class action and PAGA (Private Attorneys General Act) lawsuit on behalf of themselves and similarly-situated employees claiming that Widdicombe violated California labor laws by: (1) failing to pay all wages for all hours worked, including minimum, regular, overtime wages; (2) failing to provide meal periods or compensation in lieu thereof; (3) failing to provide rest breaks or compensation in lieu thereof; (4) failure to provide accurate and itemized wage statements; and (5) failing to timely pay wages owed upon termination of employment.

Widdicombe strongly denies violating the law in any way or failing to pay any wages, denies the allegations, and contends it was in full compliance with all California labor laws. Widdicombe further denies the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice, or the settlement itself, or any actions to carry out the terms of the settlement, means Widdicombe admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court has not ruled on whether the allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Widdicombe have negotiated a settlement whereby Widdicombe has agreed to pay One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) to resolve the class and PAGA claims listed above. The Settlement is not an admission by Widdicombe of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The Class consists of all Widdicombe's current and former non-exempt employees who worked during the Class Period.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

A. Widdicombe will pay \$1,200,000 to settle the claims. A Settlement Administrator was appointed to administer the settlement. The Settlement Administrator will first pay from the \$1,200,000: (1) PAGA allocation of \$100,000; (2) attorneys' fees up to \$400,000 plus documented costs up to \$12,000; (3) a Class Representative Service Payment not to exceed \$5,000 to Plaintiff for work on the claims; and (4) \$14,500 for administration expenses, which yields the Net Settlement Amount.

B. Your individual share will be based on the number of workweeks you worked for Widdicombe during the Class Period, which is calculated by dividing the Net Settlement Amount will by the total number of workweeks worked by the class members during the class period and then multiplying the result by each class members' total workweeks. Please see below for your estimated share.

C. If you do not exclude yourself from the settlement as explained below, you will release Widdicombe and its parents, future parents, predecessors, successors, subsidiaries, affiliates, partners, assigns, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, other service providers, and assigns ("Releasees") from all claims in the operative first amended complaint ("Released Claims"). The end date for the Settlement Class and PAGA release period is February 10, 2023.

V. **WHAT ARE MY OPTIONS?**

A. **You may accept your share of the settlement.** You will be deemed to have accepted your share of the settlement if you do not submit a timely and valid request to be excluded from the settlement as described in this Notice. In accepting your settlement share, you will waive all "Released Claims" as described above.

B. **You may accept your share of the settlement but dispute the number of your workweeks.** If you do not agree with the number of workweeks calculated for you, you should provide corrected information to Phoenix Class Action Administration Solutions, at the following address: P.O. Box 7208, Orange, California 92863, or by calling (800) 523-5773. The Parties will read the documents both you and Widdicombe provide and jointly make the final determination of the amount of your settlement award. Your supporting documentation must be postmarked by December 2, 2023 to be valid. Once the dispute is resolved by the Settlement Administrator, and if the Settlement is finally approved by the Court, you will be sent a check for your Settlement Share and you will have released all "Released Claims" as described above. **You may exclude yourself from the class action settlement.** If you exclude yourself from the settlement, you will no longer be a member of the Class so you will not be bound by the class settlement Release. However, Class Members who opt out are still PAGA Aggrieved Employees and will receive an individual PAGA payment; thus class members cannot opt out of a PAGA settlement. To be excluded from the class action settlement, you must send by mail, postmarked by December 2, 2023, a written letter requesting that you be excluded from the class action with your name, address, telephone number, and signature to the Settlement Administrator, Phoenix Class Action Administration Solutions, at the following address: P.O. Box 7208, Orange, CA 92863.

C. **You may object to the settlement.** If you want to object to the settlement because you find it unfair, unreasonable, or inadequate, you may do so according to the procedures set forth below in paragraph IX. By objecting, you are not excluding yourself from the settlement. If the Court approves the settlement despite your objection, you will be sent a check for your settlement share and you will be bound by the Release described above. The Court will consider the merits of all timely objections, whether the objector appears at the final fairness hearing.

D. **Summary of Deadlines to Object, Opt Out, or Dispute.** The deadline to submit a Request for Exclusion or an Objection or Dispute to the Settlement is 60 days after the mailing of the Notice of Class and PAGA Settlement or 45 days after remailing.

VI. **WHAT IS MY ESTIMATED SHARE?**

Your *estimated* share is \$718.15. This was calculated based on Widdicombe's records, which show you worked approximately 75.57. This amount is an estimate. The actual amount you receive may be more or less than the estimated amount shown, depending on factors including whether other class members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs.

VII. **WHAT ARE THE PROCEDURES FOR PAYMENT?**

A. The Settlement Administrator will calculate your share of the settlement and issue you a check for your settlement share.

B. The settlement is allocated 20% each to wages (for which employment taxes will be deducted and W-2s issued) and 80% to interest and penalties (for which 1099s will be issued).

C. You will have one hundred and eighty (180) calendar days from the date of the check's issuance to cash your settlement check. After the expiration of the 180-day period, any amounts from settlement checks that remain uncashed and otherwise unclaimed, plus any interest that has accrued on those funds, will be paid to Community Legal Aid SoCal, in accordance with Code of Civil Procedure section 384.

D. It is important for the parties to have your current address in to send you other mailings. You should contact the Settlement Administrator to report any change of your address after you receive this Notice. A Class Member can attend the Final Approval hearing if he or she wants to verbally object to the Settlement.

VIII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held in Department CX-103 of the Orange County Superior Court at 1:30 p.m. on January 5, 2024, 751 W. Santa Ana Blvd., Santa Ana, CA 92701 to decide whether the proposed settlement is fair, reasonable, and adequate. You do not have to attend the hearing. Class Counsel will answer any questions the Judge may have. You may attend at your own expense.

IX. PROCEDURES FOR OPTING OUT FROM SETTLEMENT

If you wish to opt out from the settlement, and payment under the Agreement as described above, you must mail a letter to the Settlement Administrator stating that you want to opt out from the Settlement. This letter must include your name, address, telephone number, and signature on or before 60 days from the mailing of this Notice. If the notice was remailed to a Class Member, there is an additional 45 days to submit the opt out request. The Court ultimately decides the validity and authenticity of the Exclusion Request. However, Class Members who opt out are still PAGA Aggrieved Employees and will still get a PAGA payment. The opt out request must be mailed to the Settlement Administrator as follows:

Navarro Garcia v. Widdicombe Enterprises, Inc.
c/o Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863

X. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you wish to object to the settlement as described above, you are encouraged to submit an objection in writing to the Settlement Administrator stating why you object to the settlement on or before 60 days from the mailing of this Notice or 45 days from remailing

The written objection should be mailed to the Settlement Administrator as follows:

Navarro Garcia v. Widdicombe Enterprises, Inc.
c/o Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863

The written objection must state your full name, address, and the dates of your employment with Widdicombe. The written objection must state the basis for each objection and any legal support. The written objection also should state whether you or your lawyer intend to appear and object at the Final Approval Hearing. Class Counsel will file any objections received within 5 business days of receipt. Objectors will be provided with the opportunity to speak at the final approval hearing regardless of whether they have filed an appearance or submitted a written opposition beforehand.

If you do not timely object to the settlement and formally intervene into the court action as set forth above, you may waive your right and standing to appeal the class settlement judgment that ultimately is entered by the Court. If you send an objection and formally intervene in the action, you may come to Court and be heard. If you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Final Approval Hearing. The Court will provide objectors the opportunity to speak at the Final Approval Hearing regardless of whether they have filed an appearance or submitted a written opposition beforehand.

As stated above, the deadline for submitting disputes is 60 days after the mailing of the Class Notice or 45 days from remailing.

XI. EXAMINATION OF COURT PAPERS AND INQUIRIES

This Notice summarizes the class action settlement. To obtain additional information regarding the settlement you may: (1) call the Settlement Administrator at (800) 523 5773; (2) or access the court file via the Orange County Superior Court's website at www.occourts.org.

If you have any questions or comments regarding this Notice, the claims asserted in this class action and/or your rights regarding the settlement, you may contact any of the attorneys for the Class listed below. You will not be charged for speaking with these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. Class Counsel are:

Adam Rose
Manny Starr
Frontier Law Center
23901 Calabasas Rd., Suite 1084
Calabasas, CA 91302
(818) 914-3433
manny@frontierlawcenter.com

The Settlement Agreement and, ultimately, the order giving final approval to the Settlement will be posted on the Settlement Administrator's website at Garcia-v-Widdicombe.phoenixcases.com

TRIBUNAL SUPERIOR DE CALIFORNIA

CONDADO DE ORANGE

WENDY NAVARRO GARCIA, en nombre de ella misma y de todos los individuos y empleados perjudicados en situación similar,

Demandante,

v.

WIDDICOMBE ENTERPRISES, INC., y Asociados.

Demandados.

Caso No. 30-2021-01235358-CU-OE-CXC

AVISO DE PENDENCIA DE LA DEMANDA COLECTIVA PROPUESTA Y DEL ACUERDO DE PAGA

I. ¿POR QUÉ HE RECIBIDO ESTE AVISO?

Los registros de Widdicombe Enterprises, Inc. (“Widdicombe”) indican que usted fue empleado de Widdicombe en algún momento entre el 1 de enero de 2018 y el 10 de febrero de 2023 (el “Período de la Demanda Colectiva”) como empleado actual o anterior no exento pagado por hora. Este Aviso explica que, únicamente a efectos del acuerdo, el Tribunal ha concedido la aprobación preliminar del acuerdo de demanda colectiva que puede afectarle. Usted tiene derechos y opciones legales que puede ejercer en este momento.

II. ¿DE QUÉ TRATA ESTA DEMANDA COLECTIVA?

La Demandante Wendy Navarro García, una ex empleada que trabajó para Widdicombe, presentó una demanda colectiva y una demanda PAGA (Ley de Abogados Generales Privados) en su nombre y en el de empleados en situación similar, alegando que Widdicombe no cumplió con las leyes laborales de California al (1) no pagar todos los salarios por todas las horas trabajadas, incluidos los salarios mínimos, regulares y por horas extraordinarias; (2) no proporcionar periodos de comida o una compensación en su lugar; (3) no proporcionar periodos de descanso o una compensación en su lugar; (4) no proporcionar extractos salariales precisos y desglosados; y (5) no pagar puntualmente los salarios debidos al finalizar la relación laboral.

Widdicombe niega rotundamente haber infringido la ley en modo alguno ni haber dejado de pagar ningún salario, niega las alegaciones y sostiene que cumplía plenamente todas las leyes laborales de California. Widdicombe niega además que la Acción sea apropiada para el tratamiento de clase para cualquier propósito que no sea este acuerdo. Nada en esta Notificación, o en el propio acuerdo, o en cualquier acción para llevar a cabo los términos del acuerdo, significa que Widdicombe admita culpa, culpabilidad, negligencia, delito o responsabilidad alguna.

El Tribunal no se ha pronunciado sobre si las alegaciones tienen algún fundamento. Sin embargo, con el fin de evitar el tiempo y los gastos de más litigios, cuyo resultado final es incierto, y para proporcionar una resolución justa y razonable de esta disputa legal, la Demandante y Widdicombe han negociado un acuerdo por el que Widdicombe ha acordado pagar Un Millón Doscientos Mil Dólares y Cero Centavos (\$1,200,000.00) para resolver las reclamaciones colectivas y PAGA enumeradas anteriormente. El acuerdo no constituye una admisión de responsabilidad por parte de Widdicombe.

III. ¿QUIÉN ESTÁ INCLUIDO EN ESTA DEMANDA COLECTIVA?

La Clase está formada por todos los empleados actuales y anteriores no exentos de Widdicombe que trabajaron durante el Periodo de la Clase.

IV. **¿QUÉ OFERECER EL ACUERDO PROPUESTO?**

A. Widdicombe pagará \$1,200,000 para liquidar las reclamaciones. Se designó un Administrador del Acuerdo para administrar el acuerdo. El Administrador del Acuerdo pagará primero de los \$1,200,000: (1) una asignación PAGA de \$100,000; (2) honorarios de abogados de hasta \$400,000 más costes documentados de hasta \$12,000; (3) un pago por servicios del representante de la Clase que no excederá los \$5,000 a la Demandante por su trabajo en las reclamaciones; y (4) \$14,500 por gastos de administración, lo que arroja el monto neto del acuerdo.

B. Su parte individual se basará en el número de semanas de trabajo que trabajó para Widdicombe durante el periodo de la Clase, que se calcula dividiendo el importe neto del acuerdo entre el número total de semanas de trabajo de los miembros de la Clase durante el periodo de la Clase y multiplicando el resultado por el total de semanas de trabajo de cada miembro de la Clase. Consulte a continuación su parte estimada.

C. Si no se excluye del acuerdo como se explica a continuación, liberará a Widdicombe y a sus empresas matrices, futuras matrices, predecesoras, sucesoras, subsidiarias, afiliadas, socias, cesionarias y fideicomisos, y a todos sus empleados, funcionarios, agentes, abogados, accionistas, fiduciarios, otros proveedores de servicios y cesionarios (“Exonerados”) de todas las reclamaciones en la primera demanda enmendada operativa (“Reclamaciones exoneradas”). La fecha de finalización del periodo de exoneración de la Clase del acuerdo y PAGA es el 10 de febrero de 2023.

V. **¿CUÁLES SON MIS OPCIONES?**

A. **Puede aceptar su parte del acuerdo.** Se considerará que ha aceptado su parte del acuerdo si no presenta una solicitud válida y a tiempo para ser excluido del acuerdo, tal y como se describe en este Aviso. Al aceptar su parte del acuerdo, renunciará a todas las “Reclamaciones exoneradas”, tal y como se ha descrito anteriormente.

B. **Puede aceptar su parte del acuerdo pero impugnar el número de sus semanas de trabajo.** Si no está de acuerdo con el número de semanas de trabajo calculadas para usted, deberá proporcionar la información corregida a Phoenix Class Action Administration Solutions, en la siguiente dirección: P.O. Box 7208, Orange, California 92863, o llamando al (800) 523-5773. Las Partes leerán los documentos que tanto usted como Widdicombe proporcionen y tomarán conjuntamente la determinación final del importe de su indemnización por acuerdo. Su documentación justificativa deberá estar matasellada antes del 2 de diciembre de 2023 para ser válida. Una vez que el Administrador del Acuerdo resuelva la disputa, y si el acuerdo es finalmente aprobado por el tribunal, se le enviará un cheque por su parte del acuerdo y habrá liberado todas las “reclamaciones liberadas”, tal y como se ha descrito anteriormente. **Puede excluirse del acuerdo de demanda colectiva.** Si se excluye del acuerdo, dejará de ser miembro de la Clase, por lo que no estará obligado por el Descargo del acuerdo de clase. Sin embargo, los miembros de la demanda colectiva que se excluyan siguen siendo empleados perjudicados por PAGA y recibirán un pago PAGA individual; por lo tanto, los miembros de la demanda colectiva no pueden excluirse de un acuerdo PAGA. Para ser excluido del acuerdo de demanda colectiva, debe enviar por correo, con matasellos no posterior al 2 de diciembre de 2023, una carta escrita solicitando ser excluido de la demanda colectiva con su nombre, dirección, número de teléfono y firma al Administrador del Acuerdo, Phoenix Class Action Administration Solutions, a la siguiente dirección: P.O. Box 7208, Orange, CA 92863.

C. **Puede oponerse al acuerdo.** Si desea objetar al acuerdo por considerarlo injusto, irrazonable o inadecuado, puede hacerlo de acuerdo con los procedimientos establecidos más adelante en el apartado IX. Al objetar, no se está excluyendo del acuerdo. Si el Tribunal aprueba el acuerdo a pesar de su objeción, se le enviará un cheque por su parte del acuerdo y quedará obligado por el Descargo descrito anteriormente. El Tribunal considerará el fondo de todas las objeciones presentadas a tiempo, independientemente de que el objetor comparezca en la audiencia final de equidad.

D. **Resumen de los Plazos para Presentar Objeciones, Exclusiones o Disputas.** El plazo para presentar una Solicitud de Exclusión o una Objeción o Disputa al Acuerdo es de 60 días después del envío por correo de la Notificación del Acuerdo de Demanda Colectiva y PAGA o de 45 días después del reenvío.

VI. **¿CUÁL ES MI CUOTA ESTIMADA?**

Su cuota *estimada* es de \$718.15. Se ha calculado en base a los registros de Widdicombe, que muestran que usted trabajó aproximadamente 75.57. Este importe es una estimación. La cantidad real que usted reciba puede ser mayor o menor que la cantidad estimada mostrada, dependiendo de factores que incluyen si otros miembros de la clase solicitan la exclusión del acuerdo y cuánto aprueba el Tribunal en honorarios de abogados, gastos de litigio y otros costes.

VII. ¿CUÁLES SON LOS PROCEDIMIENTOS DE PAGO?

A. El Administrador del Acuerdo calculará su parte del acuerdo y le emitirá un cheque por su parte del acuerdo.

B. El acuerdo se destina en un 20% a salarios (por los que se deducirán los impuestos sobre el trabajo y se emitirán los W-2) y en un 80% a intereses y sanciones (por los que se emitirán los 1099).

C. Usted tendrá ciento ochenta (180) días naturales a partir de la fecha de emisión del cheque para cobrar su cheque de acuerdo. Después de la expiración del período de 180 días, cualquier cantidad de los cheques de acuerdo que permanezca sin cobrar y de otro modo sin reclamar, más cualquier interés que se haya acumulado sobre esos fondos, se pagará a Community Legal Aid SoCal, de acuerdo con la sección 384 del Código de Procedimiento Civil.

D. Es importante que las partes dispongan de su dirección actual para enviarle otros correos. Debe ponerse en contacto con el Administrador del Acuerdo para informar de cualquier cambio en su dirección después de recibir este Aviso. Un miembro de la Clase de Demandantes puede asistir a la audiencia de aprobación definitiva si desea oponerse verbalmente al acuerdo.

VIII. AUDIENCIA SOBRE LA PROPUESTA DE ACUERDO

Se celebrará una audiencia final de equidad en el Departamento CX-103 del Tribunal Superior del Condado de Orange a la 1:30 p.m. el 5 de enero de 2024, 751 W. Santa Ana Blvd., Santa Ana, CA 92701 para decidir si el acuerdo propuesto es justo, razonable y adecuado. No es necesario que asista a la audiencia. Los abogados de la Clase de Demandantes responderán a cualquier pregunta que el juez pueda tener. Puede asistir por su cuenta.

IX. PROCEDIMIENTOS DE EXCLUSIÓN VOLUNTARIA DEL ACUERDO

Si desea excluirse del acuerdo, y del pago en virtud del mismo, tal y como se ha descrito anteriormente, debe enviar por correo una carta al Administrador del Acuerdo indicando que desea excluirse del mismo. Esta carta debe incluir su nombre, dirección, número de teléfono y firma en o antes de 60 días a partir del envío por correo de este Aviso. Si el aviso fue reenviado a un Miembro de la Clase, hay 45 días adicionales para presentar la solicitud de exclusión voluntaria. El Tribunal decidirá en última instancia la validez y autenticidad de la solicitud de exclusión. Sin embargo, los Miembros de la Clase que opten por la exclusión siguen siendo Empleados Agraviados PAGA y seguirán recibiendo un pago PAGA. La solicitud de exclusión voluntaria debe enviarse por correo al Administrador del Acuerdo como se indica a continuación:

Navarro García contra Widdicombe Enterprises, Inc.
c/o Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863

X. PROCEDIMIENTOS DE OBJECCIÓN AL ACUERDO

Si desea objetar al acuerdo según lo descrito anteriormente, se le anima a que presente una objeción por escrito al Administrador del Acuerdo indicando por qué objeta al acuerdo en o antes de 60 días desde el envío por correo de este Aviso o 45 días desde el reenvío por correo de

La objeción por escrito debe enviarse por correo al Administrador del Acuerdo de la siguiente manera:

Navarro García contra Widdicombe Enterprises, Inc.
c/o Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863

La objeción escrita debe indicar su nombre completo, dirección y las fechas de su empleo en Widdicombe. La objeción escrita debe indicar la base de cada objeción y cualquier apoyo legal. La objeción escrita también debe indicar si usted o su abogado tienen la intención de comparecer y objetar en la Audiencia de Aprobación Definitiva. El abogado de la Clase presentará las objeciones recibidas en un plazo de 5 días hábiles a partir de su recepción. Los objetores tendrán la oportunidad de intervenir en la audiencia de aprobación definitiva independientemente de si han presentado una comparecencia o una oposición por escrito con anterioridad.

Si no envía a tiempo una objeción al acuerdo e interviene formalmente en la acción judicial según lo establecido anteriormente, puede renunciar a su derecho y legitimación para apelar la sentencia del acuerdo colectivo que finalmente dicte el Tribunal. Si envía una objeción e interviene formalmente en la acción, podrá comparecer ante el Tribunal y ser escuchado. Si envía su objeción por escrito a tiempo, el Tribunal la tendrá en cuenta. También puede pagar a su propio abogado para que asista a la Audiencia de Aprobación Definitiva. El Tribunal ofrecerá a los objetores la oportunidad de hablar en la Audiencia de Aprobación Definitiva independientemente de si han presentado una comparecencia o una oposición por escrito con anterioridad.

Como ya se ha indicado, el plazo para la presentación de impugnaciones es de 60 días a partir del envío por correo del aviso colectivo o de 45 días a partir del reenvío.

XI. EXAMEN DE DOCUMENTOS JUDICIALES E INVESTIGACIONES

Este aviso resume el acuerdo de demanda colectiva. Para obtener información adicional sobre el acuerdo puede: (1) llamar al Administrador del Acuerdo al (800) 523 5773; (2) o acceder al expediente judicial a través del sitio web del Tribunal Superior del Condado de Orange en www.occourts.org.

Si tiene alguna pregunta o comentario sobre esta Notificación, las reclamaciones planteadas en esta demanda colectiva y/o sus derechos en relación con el acuerdo, puede ponerse en contacto con cualquiera de los abogados de la Clase que se indican a continuación. No se le cobrará por hablar con estos abogados. Si desea ser representado por su propio abogado, puede contratar uno a su costa. Los abogados de la Clase son:

Adam Rose
Manny Starr
Frontier Law Center
23901 Calabasas Rd., Suite 1084
Calabasas, CA 91302
(818) 914-3433
manny@frontierlawcenter.com

El acuerdo de conciliación y, en última instancia, la orden que otorgue la aprobación final a la Conciliación se publicarán en el sitio web del Administrador de la Conciliación en Garcia-v-Widdicombe.phoenixcases.com.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1239
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	1239
Subtotal Admin Only	\$14,935.51

TOTAL COSTS	\$14,500.00
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December 12, 2023

Case: Garcia v. Widdicombe Enterprises

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	2	\$280.00
Call Center & Long Distance	\$2.00	124	\$247.80
NCOA (USPS)	\$350.00	1	\$350.00
Total			\$1,477.80

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.20	1,239	\$247.80
Notice Packet & Opt-Out Form	\$1.25	1,239	\$1,548.75
Estimated Postage (up to 1 oz.)	\$0.84	1,239	\$1,040.76
Language Translation	\$1,000.00	1	\$1,000.00
Static Website	\$200.00	1	\$200.00
Total			\$4,352.31

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	\$1.50	150	\$225.00
Remail Notice Packets	\$1.25	150	\$187.50
Estimated Postage	\$0.84	150	\$126.00
Programing Undeliverables	\$50.00	3	\$150.00
Total			\$853.50

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	3	\$405.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$1,025.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	3	\$405.00
Disbursement Review	\$135.00	3	\$405.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$100.00	3	\$300.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks, W2 and 1099 *	\$1.50	1,239	\$1,858.50
Estimated Postage Checks, W2 and 1099	\$0.60	1,239	\$743.40
Total			\$4,276.90

* 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: \$14,935.51