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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ANDRES CASAS, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

MYERS POWER PRODUCTS, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVDS1920109

Honorable David S. Cohn
Department S26

CLASS ACTION

**DECLARATION OF DESIRAE BURTON
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Complaint Filed:	July 10, 2019
FAC Filed:	December 20, 2019
SAC Filed:	May 3, 2023
Trial Date:	None Set

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DECLARATION OF DESIRAE BURTON

I, DESIRAE BURTON, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. ("Simpluris"), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5609. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

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

3. Simpluris was approved by Counsel for Andres Casas ("Plaintiff"), and Myers Power Products, Inc. ("Defendant"), (collectively the "Parties"), to provide settlement administration services in the *Casas v. Myers Power Products, Inc.* case ("Settlement"). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiff, Class Counsel and Class Members; (d) printing and mailing the Notice Class Action Settlement to Class Members in English; (e) receiving and validating Requests for Exclusion, Objections or Workweeks Disputes submitted by Class Members; (f) calculating employer payroll taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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TOLL-FREE TELEPHONE HELPLINE

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

1 speaking representatives are available during normal business hours. The toll-free telephone number
2 included in the Notice of Class Action Settlement was (833) 207-7023 and was live on July 28, 2023.

3 **NOTIFICATION TO THE CLASS**

4 5. On or about March 31, 2023, Simpluris received the Court-approved Notice of Class
5 Action Settlement (hereafter “Class Notice”). The Class Notice advised Class Members of their right to
6 request exclusion from the Class Settlement, object to the Class Settlement, dispute Workweeks/Pay
7 Periods, do nothing, and the implications of each such action. The Class Notice advised Class
8 Members of applicable deadlines and other events, including the Final Approval Hearing, and how
9 Class Members could obtain additional information.

10 6. On or about June 13, 2023, Defendant’s Counsel provided Simpluris a Class List
11 containing each Class Member’s and Aggrieved Employee’s full names, last known mailing addresses,
12 Social Security Numbers, PAGA Pay Period and Workweeks. The Class List contained data for four
13 hundred eight-six (486) individuals.

14 7. The mailing addresses contained in the Class List were processed and updated utilizing
15 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
16 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
17 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
18 would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate
19 thirty-five (35) updated addresses using NCOA prior to the mailing of the Class Notice.

20 8. On July 28, 2023, the Class Notice was mailed to four hundred eight-six (486)
21 individuals identified as Class Members, of the four hundred eight-six (486) Class Members, three
22 hundred and twenty-nine (329) were identified as Aggrieved Employees. The Class List was mailed via
23 First Class in English. A copy of the Class Notice is attached hereto as **Exhibit A**.

24 9. A total of twenty (20) Class Notices were returned to Simpluris. Of these, three (3) were
25 returned with a forwarding address. If a Class Member’s Class Notice was returned by the USPS as
26 undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e.
27 skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis.
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1 Simpluris used the Class Member's name and previous address to locate a current address. Through
2 the advanced address searches, Simpluris was able to locate seventeen (17) updated addresses and
3 Simpluris promptly mailed a Class Notice to those updated addresses.

4 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

5 11. The deadline for Class Members to submit a Request for Exclusion from the Class
6 Settlement, Object to the Class Settlement, or Workweeks Dispute is September 11, 2023.

7 12 As of this date, Simpluris has not received any Request for Exclusion from the Class
8 Settlement Class Members.

9 13. As of this date, Simpluris has not received any Objections to the Class Settlement from
10 Class Members.

11 14. As of this date, Simpluris has not received any Workweeks Disputes from Class
12 Members or Aggrieved Employees.

13 **CLASS MEMBER AWARDS**

14 16. As of this date, there are four hundred eight-six (486) Settlement Class Members who
15 will be paid their portion of the Net Settlement Fund. Of the four hundred eight-six (486) Settlement
16 Class Members three hundred and thirty (330) are also Aggrieved Employees will also be paid out of
17 the Aggrieved Employees Payment.

18 17. Pursuant to Section 22 of the Settlement Agreement, the total number of estimated
19 workweeks as of September 21, 2021 is 62,946. As of this date, there are 69,834 workweeks, exceeding
20 the 10% "Buffer", therefore, the Escalator Clause is triggered. The parties have agreed to increase the
21 Gross Settlement Sum.

22 18. The Net Settlement Fund of \$2,468,223.30 available to pay Settlement Class Members
23 was determined by subtracting the Attorneys' Fees (\$1,448,527.92), Attorneys' Costs (\$50,000.00),
24 Enhancement Award (\$10,000.00), LWDA Payment (\$112,500.00), Individual PAGA awards of
25 (\$37,500.00) and the Administration Costs (\$11,900.00) from the Gross Settlement Sum of
26 \$4,138,651.22.
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1 19. The *average estimated Individual Settlement Payment* is \$5,078.65, the *highest*
2 *estimated Individual Settlement Payment* is \$11,981.67, and the *lowest estimated Individual*
3 *Settlement Payment* is \$70.69.

4 20. As of this date, there are three hundred and thirty (330) Aggrieved Employees who will
5 be paid their portion of the Aggrieved Employees Payment of \$37,500.00.

6 21. The *average estimated Individual PAGA Payment* is \$113.64, the *highest estimated*
7 *Individual PAGA Payment* is \$184.58, and the *lowest estimated Individual PAGA Payment* is \$4.20.

8 **ADMINISTRATION COSTS**

9 22. Simpluris' total costs for services in connection with the administration of this
10 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
11 \$11,900.00. A breakdown of Simpluris' fees and costs is attached hereto as **Exhibit B**. Simpluris' work
12 in connection with this matter will continue with the calculation of the settlement checks, issuance and
13 mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments.

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15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed this 22nd day of August 2023, in Costa Mesa, CA.
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20 Desirae Burton
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Andres Casas v. Myers Power Products, Inc.
Superior Court of California for the County of San Bernardino, Case No. CIVDS1920109

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

«IMbJullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»

«BarcodeString»

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Andres Casas (“Plaintiff”) and Defendant Myers Power Products, Inc. (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Andres Casas v. Myers Power Products, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1920109 (“Action”), which may affect your legal rights. On March 29, 2023, the Court granted preliminary approval of the settlement and scheduled a hearing on September 14, 2023, at 9:00 am (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” means all current and former non-exempt, hourly-paid employees employed by Defendant, who are working or who worked in the State of California at any time during the time period from July 10, 2015 through and including March 29, 2023, and expressly excluding therefrom any individual, who as of March 29, 2023, has filed a separate lawsuit of any type as a name plaintiff against Defendant, alleging the same or similar claims being released by the Settlement and/or who has previously released such claims.

“**Class Member**” means a member of the Class.

“**Class Period**” means the period from July 10, 2015, through and including March 29, 2023.

“**Class Settlement**” means the settlement and resolution of all Released Class Claims (described in Section III.D below).

“**Aggrieved Employees**” means all current and former non-exempt, hourly-paid employees employed by Defendant, who are working or who worked in the State of California at any time during the time period from July 10, 2018, through and including March 29, 2023.

“**PAGA Period**” means the period from July 10, 2018, through and including March 29, 2023.

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On July 10, 2019, Plaintiff Andres Casas commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVDS1920109. On December 20, 2019, Plaintiff filed the First Amended Class Action Complaint for Damages. On December 28, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated (“LWDA Notice”). On March 29, 2023, Plaintiff filed the Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq (“Operative Complaint”). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California

Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation for Leave to File Second Amended Complaint and Class Action and PAGA Settlement and Release of Claims (“Settlement” or “Settlement Agreement”).

On March 29, 2023, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Andres Casas as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Four Million One Hundred Thousand Dollars (\$4,100,000) (the “Gross Settlement Fund”). The portion of the Gross Settlement Fund that is available for payment to Class Members is referred to as the “Net Settlement Fund.” The Net Settlement Fund will be the Gross Settlement Fund less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount up to 35% of the Gross Settlement Fund (i.e., up to \$1,435,000) and reimbursement of reasonable litigation costs and expenses in an amount up to Fifty Thousand Dollars (\$50,000) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Award in an amount up to Ten Thousand Dollars (\$10,000) to Plaintiff for his services in the Action; (3) the amount of One Hundred Fifty Thousand Dollars (\$150,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”); and (4) Settlement Administration Costs in an amount presently projected not to exceed Fifteen Thousand Dollars (\$15,000) to the Settlement Administrator. The PAGA Amount will be distributed 75% to the LWDA (i.e., \$112,500) (“LWDA Payment”) and the remaining 25% (i.e., \$37,500) will be distributed to Aggrieved Employees (“Aggrieved Employees Payment”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Fund (“Individual Settlement Share”) based on the number of weeks worked by each Class Member for Defendant as a non-exempt, hourly-paid employee in California during the Class Period (“Workweeks”).

The Settlement Administrator has multiplied the Net Settlement Fund by a fraction, the numerator of which is the Class Member’s individual number of Workweeks, and the denominator of which is the total number of Workweeks of all Class Members, to yield the Class Member’s estimated Individual Settlement Share he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent 20% wages (“Wages Portion”), 20% civil or statutory penalties, 30% statutory and other non-wage damages, and 30% interest. The penalties, statutory and other non-wage damages, and interest

portions are collectively referred to as “Non-Wage Portions.” The Wages Portion will be reported on an IRS Form W-2 and the Non-Wage Portions will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the Wages Portion of the Individual Settlement Share (the net payment is referred to as “Individual Settlement Payment”). The employer’s share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Shares shall be paid by Defendant separately and in addition to the Gross Settlement Fund.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employees Payment (“Individual PAGA Payment”) based on the number of pay periods worked by each Aggrieved Employee for Defendant as a non-exempt, hourly-paid employee in California during the PAGA Period (“Pay Periods”).

The Settlement Administrator has multiplied the Aggrieved Employees Payment by a fraction, the numerator of which is the Aggrieved Employee’s individual number of Pay Periods, and the denominator of which is the total number of Pay Periods of all Aggrieved Employees, to yield the Aggrieved Employee’s estimated Individual PAGA Payment he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

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

B. Your Workweeks Based on Defendant's Records

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

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) to the Settlement Administrator, which must: (i) include your full name, current mailing address, telephone number, signature, and last four digits of your Social Security number; (ii) include the case name and number of the Action (*Andres Casas v. Myers Power Products, Inc.*, Case No. CIVDS1920109); (iii) include a statement indicating that you seek to dispute the number of Workweeks credited to you, the time period(s) you worked for Defendant in a non-exempt, hourly-paid position in California during the Class Period, and the number of Workweeks that you contend should be credited to you; (iv) include documentation and/or other facts supporting your position; and (v) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before September 11, 2023.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you and your estimated Individual PAGA Payment is based on the number of Pay Periods credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ «MERGED_EstSettAmnt_CALC».

The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be

\$«MERGED_PAGA_Amnt_CALC».

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

D. Release of Claims

Upon occurrence of the Effective Date and full funding of the Gross Settlement Fund, Plaintiff and the Participating Class Members will release the Released Parties of and from the Released Class Claims. To the extent required under applicable law, Participating Class Members who cash, deposit, or otherwise negotiate their Individual Settlement Payment will be deemed to have opted-in to the Action for purposes of the release of Released Class Claims arising under the FLSA.

Upon the occurrence of the Effective Date and full funding of the Gross Settlement Fund, the LWDA and the Aggrieved Employees will release the Released Parties of and from the Released PAGA Claims.

“Released Class Claims” means any and all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, costs, expenses, attorneys’ fees, economic damages, non-economic damages, restitution, civil penalties, statutory penalties, liquidated damages, punitive damages, interest, obligations, liabilities, or other monies and remedies, of any and every kind, contingent or accrued, that have been or reasonably could have been alleged or asserted in any of the pleadings filed in the Action based on the factual and/or legal violations alleged therein, including the Operative Complaint, arising during the period from July 10, 2015 through the date the Court enters the Final Approval Order and Judgment, including, without limitation, for failure to pay minimum, overtime or other wages, failure to provide and/or record meal periods and/or pay associated premiums, failure to authorize and permit rest periods and/or pay associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to provide accurate itemized wage statements, failure to keep and maintain accurate timekeeping and/or payroll records, failure to reimburse employment-related or business expenses, failure to provide one day’s rest in a seven-day workweek, violation of the California Unfair Competition Law (California Business and Professions Code §§ 17200 *et seq.*), and/or violation of the federal Fair Labor Standards Act (“FLSA”), based in whole or in part on any direct or imputed violation of any federal, state, local or administrative constitution, charter, law, rule, regulation or ordinance.

“Released PAGA Claims” any and all allegations, claims, debts, rights, demands, charges, complaints, actions, and causes of action for civil penalties of any and every kind, contingent or accrued, that have been or reasonably could have been alleged or asserted in any of the pleadings filed in the Action and in any notice sent to the LWDA pursuant to PAGA based on the factual and/or legal violations allegations contained therein, including the Operative Complaint and the LWDA Notice that was submitted to the LWDA on December 28, 2021 pursuant to the Settlement, arising during the period from July 10, 2018 through the date the Court enters the Final Approval Order and Judgment, including, without limitation, for failure to pay minimum, overtime or other wages, failure to provide and/or record meal periods and/or pay associated premiums, failure to authorize and permit rest periods and/or pay associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to provide accurate itemized wage statements, failure to keep and maintain accurate timekeeping and/or payroll records, failure to reimburse employment-related or business expenses, failure to provide one day’s rest in a seven-day workweek.

“Released Parties” means Defendant and each of its respective past, present and future affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, successors, and assigns, and each and all of their respective shareholders, officers, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, successors, and assigns, and past, present and future pension, profit sharing, retirement savings, health and welfare, and any other employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents, and employees of all such plans, and all persons acting under, by, through, or in concert with any of them.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount up to thirty-five percent (35%) of the Gross Settlement Fund (i.e., up to \$1,435,000) and reimbursement of reasonable litigation costs and expenses in an amount up to Fifty Thousand Dollars (\$50,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Fund. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) (“Enhancement Award”), in recognition of his services in connection with the Action. The Enhancement Award will be paid from the Gross Settlement Fund, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Fund, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

A Class Member may request to opt out of and be excluded from the Class Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator, which must: (i) include the full name, current mailing address, telephone number, signature, and last four digits of the Social Security number of the Class Member seeking exclusion; (ii) include the case name and number of the Action (*Andres Casas v. Myers Power Products, Inc.*, Case No. CIVDS1920109); (iii) include a statement that the Class Member seeks to be excluded from the Class Settlement which is the same or substantially similar to the following language: **“I elect to opt-out of the Casas v. Myers Power Products, Inc. class action settlement. I understand that by doing so, I will not participate in the class settlement, and will not receive payment of an Individual Settlement Share”**; and (iv) be submitted by mail to the Settlement Administrator at the specified address below, postmarked on or before September 11, 2023.

Casas v. Myers Power Products, Inc.
c/o Simpluris
PO Box 26170,
Santa Ana, CA 92799

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the release of Released Class Claims (described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

A Class Member may object to the Class Settlement, as long as he or she had not submitted a Request for Exclusion (i.e., he or she is a Participating Class Member), by submitting a written objection (“Objection”) to the Settlement Administrator, which must: (i) include the full name, current mailing address, telephone number, signature, and last four digits of the Social Security number of the objecting Class Member; (ii) include the case name and number of the Action (*Andres Casas v. Myers Power Products, Inc.*, Case No. CIVDS1920109); (iii) include a statement indicating the legal and factual grounds for the objection; (iv) include a statement indicating whether the objecting Class Member is represented by counsel and identifying any such counsel; (v) include a statement indicating whether the objecting Class Member intends to appear for and wishes to be heard at the Final Approval Hearing; and (vi) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked on or before September 11, 2023.

Participating Class Members will also have the right to appear at the Final Approval Hearing in order to orally present objections to the Court, whether or not they have submitted a written objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West 3rd St., San Bernardino, CA 92415, on September 14, 2023, at 9:00 am, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Personal appearances and telephonic appearances are an option.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sb-court.org/>

Information about appearing remotely is available by calling (888) 882-6878 or online at: <https://www.sb-court.org/general-information/remote-access>. Please note that there may be deadlines to reserve a telephonic or remote appearance and fees or charges may apply.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other court records in the Action by visiting the Civil Division of the Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, during business hours, or by online by visiting the following website: <https://cap.sb-court.org/search>. Fees and other charges may apply in order to obtain copies of court records.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (833) 207-7023, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B



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

Estimate #:	14450	Prepared By:	Michael Sutherland
Estimate Date:	2/11/2022	Direct Dial #	321.223.5067
		Email:	msutherladn@simpluris.com

Plaintiff Attorney

Attorney/Client: **Alexandra Rose**
Firm: Lawyers for Justice
Email: a.rose@calljustice.com

Defense Attorney

Attorney/Client:
Firm:
Email:

Case Name: AC-Myers-0109: All In Settlement

Capped Fee* **\$11,900**

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	600	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	Escheat	State(s):	CA
		Federal Tax Return	One Year

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$75.00	6	\$450.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$1,290.00

Notification

Notice Packet: 6/7 pg Notice - Double Sided - English

Category	Unit Value	# of Units	Total
Skip Trace prior to initial mailing	\$1.00	600	\$600.00
Mail Notice Packet	\$0.70	600	\$420.00
Postage	\$0.53	600	\$318.00
NCOA/CASS/LACS	\$0.10	600	\$60.00
Undeliverable Processing	\$0.25	60	\$15.00
Skip Trace RUM	\$1.00	60	\$60.00
Remail Notice Packet	\$0.70	51	\$35.70
Remail Postage	\$0.58	51	\$29.58
Mailing Supervisor	\$50.00	2	\$100.00
Total			\$1,638.28

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps / Call Center Support	\$75.00	6	\$450.00
800 # Charges	\$0.10	360	\$36.00
Total			\$486.00



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Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	5	\$625.00
Resolving Mismatched TINs	\$75.00	4	\$300.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	6	\$15.00
Opt Out Processing	\$2.00	6	\$12.00
Data Entry	\$50.00	2	\$100.00
Project Manager	\$125.00	5	\$625.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$1,677.00

Distribution

Setup a Disbursement Account

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

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	5	\$700.00
Disbursement Manager - Data Validation	\$75.00	2	\$150.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$2.00	600	\$1,200.00
Postage	\$0.53	600	\$318.00
Process Returned Checks	\$0.50	6	\$3.00
Skip Trace Search Undeliverable Checks	\$5.00	6	\$30.00
Remail Checks	\$4.00	6	\$24.00
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee(2022)	\$1,000.00	1	\$1,000.00
Reissuing Checks/Mailing	\$3.00	9	\$27.00
Postage	\$0.58	9	\$5.22
Unclaimed Funds: Escheat Management	\$400.00	1	\$400.00
Disbursement Manager	\$125.00	5	\$625.00
Total			\$6,032.22



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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	3	\$375.00
Clerical-Clean Up Any Misc	\$50.00	3	\$150.00
Project Manager-Wrap-up Final Issues	\$125.00	3	\$375.00
Total			\$900.00

Postage \$665.58

Total Case Costs

\$12,023.50