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6 Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ALAMEDA

10 ASTRID OROZCO, individually, on a
representative basis, and on behalf of all
11 others similarly situated;

12 Plaintiff,

13 vs.

14 DELPHON INDUSTRIES, LLC, a Delaware
Limited Liability Company; and DOES 1
through 20, inclusive;

15 Defendants.
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Case No.: 22CV006597

[Assigned to Hon. Evelio Grillo, Dept. 21,
for all purposes]

**DECLARATION OF KEVIN LEE
REGARDING SETTLEMENT NOTICE
ADMINISTRATION**

Hearing

Date: September 15, 2023

Time: 9:00 a.m.

Dept.: 21

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Astrid Orozco v. Delphon Industries, LLC*. (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.

3. On May 30, 2023, Phoenix received a data file from Defense Counsel that contained full names, last known mailing addresses, last known phone numbers, Social Security Numbers, total workweeks, and total Pay Periods for each Class Member (“Class List”) during the Class

1 Period. The final mailing list contained one hundred sixty-two (162) individuals identified as Class
2 Members.

3 4. On June 16, 2023, Phoenix conducted a National Change of Address (“NCOA”)
4 search in an attempt to update the class list of addresses as accurately as possible. A search of this
5 database provides updated addresses for any individual who has moved in the previous four (4)
6 years and notified the U.S. Postal Service of their change of address.

7 5. On June 16, 2023, Phoenix mailed the Notice via U.S. first class mail, in English, to
8 all one hundred sixty-two (162) Class Members on the Class List. A true and correct copy of the
9 mailed Notice is attached hereto as **Exhibit A**.

10 6. As of the date of this declaration, ten (10) Notices have been returned to Phoenix.
11 None were returned with a forwarding address. For the ten (10) Notices returned from the Post
12 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
13 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
14 Of the ten (10) Notices that were skip traced, five (5) updated addresses were obtained and the
15 Notice was promptly re-mailed to those Class Members via first class mail.

16 7. As of the date of this declaration, five (5) Notices remain undeliverable, specifically,
17 five (5) are undeliverable since an updated address could not be obtained via skip trace.

18 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
19 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
20 August 15, 2023.

21 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
22 from Class Members. The deadline for objecting to the Class Settlement was August 15, 2023.

23 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
24 from Class Members. The deadline for submitting a dispute was August 15, 2023.

25 11. There are one hundred sixty-two (162) Class Members who did not submit timely
26 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
27 100% of the Class. Settlement Class Members have worked a collective total of twenty-eight
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1 thousand one hundred sixty-three (28,163) Workweeks during the Class Period. Each Workweek is
2 valued at approximately \$14.64.

3 12. The Net Settlement Amount of \$412,334.01 available to pay Settlement Class
4 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$258,333.33),
5 and Class Counsel costs (\$13,832.66), requested Enhancement Payment to Plaintiff Orozco
6 (\$7,500.00), the PAGA Amount (\$75,000.00), and the requested Settlement Administration Costs
7 (\$8,000.00) from the Gross Settlement Amount \$775,000.00.

8 13. Based upon the calculations stipulated in the Settlement, the highest Individual
9 Settlement Share to be paid is approximately \$4,040.91, the lowest Individual Settlement Share to
10 be paid is approximately \$14.64, while the average Individual Settlement Share to be paid is
11 approximately \$2,545.27. Settlement Class Members will be issued payment of their Individual
12 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
13 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
14 Settlement Payment").

15 14. Additionally, \$75,000.00 of the Gross Settlement Amount has been allocated toward
16 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
17 \$56,250.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
18 or \$18,750.00, of which shall be paid to all current and former hourly non-exempt individuals who
19 are or were employed by Defendant during the PAGA Period. There are one hundred thirty-eight
20 (138) Aggrieved Employees who worked a total of six thousand sixty (6,060) Pay Periods during
21 the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$185.64, and
22 the average Individual PAGA Payment to be paid is approximately \$135.87.

23 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
24 due separately and apart from the Gross Settlement Amount.

25 16. Phoenix's costs associated with the administration of this matter are \$8,000.00. This
26 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
27 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

3 Executed this 16th day of August 2023, at Orange, California.
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7 KEVIN LEE
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Exhibit A

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

Astrid Orozco v. Delphon Industries, LLC.

Superior Court of the State of California, County of Alameda, Case No. 22CV006597

To: All current and former nonexempt employees who were employed by Delphon Industries, LLC (“Delphon”) in California at any time between February 4, 2018, and February 13, 2023 (the “Class”):

THIS NOTICE is of a proposed settlement of the above-referenced class action and representative action lawsuit (the “Lawsuit”), and a court hearing that you may attend. Your rights may be affected by the legal proceedings in this Lawsuit. The Court will conduct a hearing on September 15, 2023, to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement (“Settlement”).

«First_Name» «Last_Name»

You have been identified as a Class Member and possible Aggrieved Employee in the above Lawsuit. Under the terms of the proposed settlement, you are estimated to receive «Class_Amount» based on the number of eligible weeks and pay periods that you worked for Delphon in California between February 4, 2018 and February 13, 2023 (the “Class Period”) as your share of the Settlement should the Court approve the Settlement. Please note your actual share of the Settlement may be more or less than this estimate. Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your full settlement payment, no further action is required. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. By accepting your full settlement payment, you will be bound by the terms of the Settlement and will give up your right to sue on the released class and PAGA claims described in Section IV under the provisions titled “Release of Class Claims” and “Release of PAGA Claims.”
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by August 15, 2023 (see Section V(B) for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) neither receive any settlement payment for the Class Claims nor release any Class Claims as set forth in Section IV, and (2) be barred from filing an objection to the Settlement. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties.
OBJECT	If you decide to object to the Settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an objection by August 15, 2023 (see Section V(C) for more details on how to object).

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Orozco v. Delphon Industries, LLC*, Alameda County Superior Court Case No. 22CV006597 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Delphon’s records show that you were employed as a nonexempt employee (meaning you were paid hourly or eligible for overtime pay) in California at some point between February 4, 2018, and February 13, 2023 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Delphon as a nonexempt employee in California at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On February 4, 2022, Plaintiff and Class Representative Astrid Orozco, through her attorneys (“Class Counsel”), filed a class action complaint against Delphon and later filed an amended complaint for alleged wage and hour violations on behalf of all current and former nonexempt employees employed by Delphon in California at any time since February 4, 2018. The Lawsuit alleges that Delphon violated various Labor Code sections by failing to pay all required minimum and overtime wages, failing to provide meal periods and rest breaks, failing to timely pay final wages, and failing to provide accurate and complete wage statements during the Class Period. The Lawsuit also sought equitable relief under the Unfair Competition Law. All these claims are called the “Class Claims.” The Lawsuit also sought, on behalf of the California Labor Workforce Development Agency (“LWDA”), civil penalties pursuant to PAGA as a representative action. The civil penalty claims are called “PAGA Claims” and the relevant period for PAGA claims is February 4, 2021, through February 13, 2023 (“PAGA Period”).

The Court has not ruled on the merits of Plaintiff’s factual or legal allegations in the Lawsuit. Delphon has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that Delphon has and is in compliance with California law or has valid defenses. By settling, Delphon is not admitting liability on any of Plaintiff’s factual legal allegations in the case or that the case can proceed as a class action and/or a representative action.

After considering the risks, expenses, and inconvenience of continued litigation, Delphon and Plaintiff have concluded that it is in their best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached following an arm’s length mediation with a respected and experienced mediator after the Parties exchanged extensive information. By approving the Settlement and issuing this Notice, the Court is not suggesting which party would win or lose this case if it went to trial.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Delphon, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with such litigation.

If you are still employed by Delphon, this Settlement will NOT affect your employment. California law strictly prohibits unlawful retaliation. Delphon will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member regardless of whether the Class Member chooses to participate or not in the Settlement. If a Class Member does not participate as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate.

III. Who are the attorneys representing The Parties?

Attorneys for Plaintiff and Class Members:	Attorneys for Delphon:
Brian Mankin <i>brian@LMLfirm.com</i> Peter Carlson <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 4590 Allstate Drive Riverside, CA 92501 Tel: (951) 320-1444	Gregory Iskander <i>giskander@littler.com</i> Daniel XuLi <i>dxuli@littler.com</i> Littler Mendelson P.C. 1255 Treat Boulevard, Suite 600 Walnut Creek, CA 94597 Tel: (925) 932-2468

IV. What are the terms of the Settlement?

On May 17, 2023, the Court certified a class, for settlement purposes only, of all current and former nonexempt employees employed by Delphon in California at any time from February 4, 2018, through February 13, 2023 (the “Settlement Class” or “Class Members”) and approved a representative class comprised of all current and former nonexempt employees employed by Delphon in California at any time from February 4, 2021, through February 13, 2023 (“Aggrieved Employees”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, will become “Participating Class Members”, be mailed Settlement checks, and be bound by the Settlement and release certain wage and penalty claims against Delphon.

Without admitting any wrongdoing, Delphon has agreed to pay \$775,000 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$8,000.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

Settlement Administrator
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773

Penalties to the California Labor Workforce and Development Agency. The Labor Code Private Attorneys General Act (“PAGA”) authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$75,000 of the Gross Settlement Amount will be allocated to Plaintiff’s PAGA Claims. Of the \$75,000, \$56,250 will be paid to the California Labor Workforce and Development Agency (“LWDA”) in satisfaction of the claims for civil penalties under PAGA, and the remaining \$18,750 will be divided between all Aggrieved Employees based on the number of Pay Periods Worked during the PAGA Period. Aggrieved Employees includes all current and former nonexempt employees employed by Delphon in California at any time during the PAGA Period. You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid to pursuant to PAGA. Review the information below to determine if you are an Aggrieved Employee and eligible to receive a share of the \$18,750 allocation:

Do you Qualify as an Aggrieved Employee?	Pay Periods Worked as an Aggrieved Employee	Your Share of PAGA Penalties
«YesNo»	«Pay_Periods_During_PAGA_Period_242021»	«PAGA_Amount»

Service Payment to Class Representative. Class Counsel will ask the Court to award the Class Representative a Service Payment in the amount of \$7,500 to compensate her for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also will receive her individual share of the Settlement as a Class Member.

Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will ask for fees of one-third (\$258,333.33) of the Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Gross Settlement Amount, the balance will form the “Net Settlement Amount” for distribution to Participating Class Members. The Net Settlement Amount will total approximately \$406,133.67. Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of calendar weeks during which a Settlement Class member was employed by Delphon in California and worked at least one shift (the “Weeks Worked”). Calculations of Individual Settlement Payments will be as follows: the Settlement Administrator will divide the Net Settlement Amount by total Weeks Worked by the Settlement Class to determine a per “Workweek Value.” The Workweek Value will be multiplied by the number of Weeks Worked by each Settlement Class member during the Class Period to determine the “Individual Settlement Payment,” prior to legal deductions/withholdings, for each Settlement Class member. If any Settlement Class member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out). Review the information below to determine your share as a Class Member:

Workweeks Worked as a Class Member During the Class Period	Your Share of the Net Settlement Amount
«Class_Workweeks_Pay_Periods_x_2»	«Class_Amount»

Disputes to Work Weeks or Pay Periods Credited. For each Settlement Class Member, the Weeks Worked during the Class Period and the Pay Periods Worked during the PAGA Period will be calculated from Delphon’s records. If you disagree with the numbers above, you may submit evidence to the Settlement Administrator on or before August 15, 2023, to establish the number of Weeks Worked and/or Pay Periods you claim to have actually worked for Delphon in California during the relevant periods. **DO NOT SEND ORIGINALS AS DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The Parties and Settlement Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Weeks Worked should be credited to the Settlement Class member.

Payments to Class Members. After the Court grants Final Approval of the Settlement and judgment is entered, settlement checks will be mailed to Participating Class Members. For Aggrieved Employees who requested to be excluded from the Class Claims settlement, their settlement checks will only be for their share of PAGA civil penalties for release of their PAGA Claims. Participating Class Members and Aggrieved Employees will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member or Aggrieved Employee fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Participating Class Member or Aggrieved Employee, so that the Participating Class Member or Aggrieved Employee can attempt to collect the funds at a later date through the California State Controller's Office.

Allocation and Taxes. One-third (1/3) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining two-thirds (2/3) will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Payments for PAGA Claims shall be paid one hundred percent (100%) as civil penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Participating Class Members and Aggrieved Employees are responsible for the proper income tax treatment of the Individual Settlement Payments and their payments for PAGA Claims. The Settlement Administrator, Delphon and their counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments or payments for PAGA Claims. Participating Class Members and Aggrieved Employees will be solely responsible for the proper income tax treatment and payment of any taxes and penalties assessed on their Individual Settlement Payments or payments for PAGA Claims. Participating Class Members and Aggrieved Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release of Class Claims. Upon the final approval of the Settlement by the Court and Delphon's funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members will fully release and discharge Delphon and its past and present officers, directors, members, partners, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective parent corporations, subsidiaries, divisions, affiliates, attorneys, predecessors, successors and assigns (the "Released Parties") from the claims stated in the operative complaint or those claims which could have been asserted in the Complaint based upon the facts in the Complaint, including: (a) failure to pay wages or minimum wages (including for off the clock claims and rounding claims), (b) failure to pay overtime wages (including for off the clock, regular rate, invalid alternative work weeks, or rounding claims), (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to timely pay wages, including upon separation of employment, (f) failure to provide accurate itemized wage statements, (g) unfair and unlawful competition, and (i) all other claims for statutory penalties based on the above. These released claims and damages are hereinafter referred to as "Released Class Claims." The time period governing these Released Class Claims shall be at any time from February 4, 2018, through February 13, 2023 ("Class Period").

Release of PAGA Claims. Upon the Court's final approval of the Settlement and Delphon's funding of the Gross Settlement Amount, Plaintiff—in her individual capacity and on behalf of the State of California and the LWDA—and all Aggrieved Employees shall completely release and discharge the Released Parties of PAGA claims that Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in the Complaint and relevant LWDA notice letter, including all PAGA claims seeking civil penalties premised upon: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to pay vested vacation, (f) reimburse business expenses, (g) failure to timely pay wages each period, (h) failure to timely pay wages upon separation of employment, (i) failure to provide accurate itemized wage statements, and (j) all other claims for civil penalties recoverable under PAGA based on the facts or claims alleged in the Complaint. These released claims and damages are hereinafter referred to as "Released PAGA Claims." The time period governing the PAGA Released Claims shall be any time from February 4, 2021, through February 13, 2023 ("PAGA Period").

Waiver of Labor Code Sections 206.5(e). Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. Section 206.5 of the Labor Code provides in pertinent part as follows:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of judgment.

V. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Work Weeks or Pay Periods credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.
- B. **Exclude Yourself from the Class Claims in the Settlement.** If you do not wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Claims in the Class Action Settlement” letter/card postmarked no later than August 15, 2023 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE DELPHON INDUSTRIES LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, postmarked no later than August 15, 2023. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement with respect to the Class Claims, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any money for the Class Claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, with respect to the Class Claims. You still will be bound by this Settlement with respect to the release of the PAGA Claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement with respect to the Class Claims if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Class Claims portion of the Settlement, you must submit a written objection stating your full name, your address, your telephone number, the last four digits of your social security number or your date of birth, your dates of employment with Delphon, the case name and number, the name and address of your attorney(s) if you are represented, your signature, and each specific reason in support of your objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, by no later than August 15, 2023. Objections that do not include all required information, or that are not submitted timely, may not be considered by the Court. You need not object to the Settlement if you only dispute the number of Work Weeks or Pay Periods credited. To dispute the number of the number of Work Weeks or Pay Periods credited, please refer to the directions provided under the provision entitled “Calculation of Individual Settlement Payments to Class Members” in Section IV of this Notice.

If you choose to object to the Class Claims portion of the Settlement, you may also appear at the Final Approval Hearing scheduled for September 15, 2023, at 9:00 a.m. in Department 21 of the Alameda County Superior Court, located at 24405 Amador Street, Hayward, CA 94544. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before August 15, 2023. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Delphon in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and released the class claims in this Lawsuit, described above in Section IV under the provision titled “Release of Class Claims.” All Aggrieved Employees will be deemed to have entered into a release of the PAGA Claims, described above in Section IV under the provision titled “Release of PAGA Claims.” If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, the Class Counsel's request for attorneys' fees and reimbursement of documented litigation costs, and the Service Payment to the Class Representative on September 15, 2023, at 9:00 a.m. in Department 21 of the Alameda County Superior Court, located at 24405 Amador Street, Hayward, CA 94544.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you can access an electronic version of this Notice and other important documents in this Lawsuit, including the Settlement Agreement and operative complaint, by visiting this website: <https://www.phoenixclassaction.com/delphon-industries/>. You may also contact Class Counsel at the contact information listed in Section III above. Additionally, you may inspect the pleadings, records, and other papers on file in this lawsuit by visiting the Records Management Unit for the Alameda County Superior Court, located at 2233 Shore Line Drive, Alameda, CA 94501. Lastly, you can also access records for this Lawsuit by utilizing the online access for such files provided by Alameda County Superior Court, located at: <https://eportal.alameda.courts.ca.gov/?q=node/388>. To access the case file for this Lawsuit, click on "Case Number Search," then create a free online account, then type in the case number (22CV006597) where requested, then click "Search."

IX. Reminder as to time limits

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion from the Class Claims is August 15, 2023. The deadline for mailing an objection to the Settlement Administrator is August 15, 2023.

These deadlines will be strictly enforced. To be considered timely, any Requests for Exclusion and objections to the Settlement must be postmarked by the above-stated deadlines. Any Requests for Exclusion and objections to the Settlement that are not postmarked on or before these deadlines will be deemed untimely and disregarded.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	162
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	162
Subtotal Admin Only	\$8,031.73

TOTAL COSTS	\$8,000.00
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Fixed Fee

August 16, 2023

Case: Orozco v. Delphon Industries

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*	\$165.00	1	\$165.00
Call Center & Long Distance	\$2.00	16	\$32.40
NCOA (USPS)	\$0.15	162	\$24.30
Total			\$821.70

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	\$0.25	162	\$40.50
Notice Packet & Opt-Out Form	\$1.25	162	\$202.50
Postage (up to 1 oz.)	\$0.84	162	\$136.08
Static Website	\$250.00	1	\$250.00
Total			\$944.08

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	\$1.25	10	\$12.50
Remail Notice Packets	\$1.25	5	\$6.25
Postage	\$0.84	5	\$4.20
Programing Undeliverables	\$50.00	2	\$100.00
Total			\$287.95

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	2	\$400.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$1,120.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	162	\$162.00
Estimated Postage Checks, W2 and 1099	\$0.50	162	\$81.00
Total			\$1,558.00

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$2.75	40	\$110.00
Uncashed Check QSF Tax Filing - SCO	\$150.00	5	\$750.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$3,300.00

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

Total: \$8,031.73