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Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

MIREYA TORRES, IDREES HOLLIS,
CHRISTOPHER GARCIA, CHUMANI
BROWN, 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.

WILLIAMS LEA, INC., a California
corporation, and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20STCV04508

Honorable Kenneth R. Freeman
Department SSC14

**DECLARATION OF JENNIFER BELIVEAU
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

Hearing Date: January 18, 2024
Time: 10:00 a.m.
Department: SSC14

Complaint Filed: February 4, 2020
FAC Filed: July 29, 2022
Trial Date: None Set

DECLARATION OF ADMINISTRATION

I, JENNIFER BELIVEAU, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the Settlement Administrator appointed by the Court in the Preliminary Approval Order dated July 24, 2023 for the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (502) 414-1543. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris has administered, and will continue to administer if Final Approval is granted, the Settlement pursuant to the duties and responsibilities of the Settlement Administrator outlined in the First Amended Joint Stipulation of Class and PAGA Settlement (the “Settlement Agreement”) entered into by the parties on or about June 27, 2023.

CLASS LIST

3. Between September 19, 2023 and October 3, 2023, Counsel for Defendant provided Simpluris with a data list containing the full names, Social Security numbers, last known addresses, last known telephone number (if available), Social Security Number, the number of Workweeks he or she worked during the Class Period, and the number of Workweeks he or she worked during the PAGA Period, (collectively, “Class Data and List”). The Class List contained records for nine hundred and thirty-six (936) individuals identified as Class Members of which five hundred twenty-nine (529) individuals were identified as PAGA Aggrieved Employees.

4. Of the (936) individuals identified as Class Members seven (7) Class Members were ultimately removed from the Class List because they were identified as having zero (0) workweeks.

5. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service (“USPS”). The NCOA contains changes of addresses filed with the USPS. In the event that any individual had filed a USPS change of address request, the address listed with the NCOA was utilized in connection with the mailing of the Notices.

NOTIFICATION TO CLASS MEMBERS

6. On or before July 24, 2023, Simpluris received the Court-approved Class Notice from the parties. The Class Notice advised Class Members and PAGA Aggrieved Employees of their right to opt out of the Class Settlement, object to the Class Settlement, dispute the number of Workweeks, or do

nothing, and the implications of each such action. The Class Notice also advised Class Members of applicable deadlines and other events, including the date of the Final Approval Hearing, and how Class Members could obtain additional information.

7. On October 6, 2023, Simpluris caused the Class Notice to be mailed via First Class U.S. Mail to nine hundred and twenty-nine (929) Class Members and five hundred twenty-nine (529) PAGA Aggrieved Employees in English and Spanish. A true and correct copy of the Class Notice is attached hereto as **Exhibit A**.

8. As of the date of this declaration, eighty-one (81) Class Notices were returned by the post office. For the Class Notices returned without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name, previous address and Social Security number to locate a more current address. Of the eighty-one (81) returned Class Notices, seventy-two (72) Class Notices were re-mailed to either a newfound address or with forwarding addresses provided by USPS. The remaining nine (9) Class Notices were undeliverable because Simpluris was unable to find a better address.

9. As of the date of this declaration, Simpluris has received one (1) re-mail request for the Class Notice from Class Members. Class Notices were promptly sent to those Class Members via email.

TOLL FREE TELEPHONE HELPLINE

10. Simpluris established and is maintaining a toll-free telephone number, (888) 369-3792, for the purpose of allowing the Class Members to contact 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 administration process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message during non-business hours and receive a return call during. The toll-free telephone number was set forth in the Class Notice.

DISPUTES, EXCLUSIONS AND OBJECTIONS

11. The postmark deadline for Class Members to dispute their Workweeks based on Defendant's records that were pre-printed on their Class Notice was December 5, 2023. As of the date of this declaration, Simpluris has received zero (0) Workweeks Disputes.

12. The postmark deadline for Class Members to submit a Request for Exclusion from the Class Settlement to the Simpluris was December 5, 2023. As of the date of this declaration, Simpluris

has received one (1) Request for Exclusion from the Class Settlement from Belinda G. Goodwin. A true and correct copy is attached hereto as **Exhibit B**.

13. The postmark deadline for Class Members to submit a Notice of Objection to the Class Settlement expired December 5, 2023. As of the date of this declaration, Simpluris has received zero (0) Notices of Objection to the Class Settlement.

GROSS SETTLEMENT AMOUNT BREAKDOWN

14. As of the date of this declaration, there are nine hundred twenty-eight (928) Settlement Class Members who will be paid their portion of the Net Settlement Amount, estimated to be \$1,490,000.00. The Net Settlement Amount available to pay Settlement Class Members was determined as follows:

Gross Settlement Fund	\$2,900,000.00
Less Requested Plaintiff Attorney Fees	(\$1,015,000.00)
Less Requested Plaintiff Attorney Costs	(\$25,000.00)
Less Requested Lead Plaintiff Awards	(\$50,000.00)
Less PAGA - LWDA Payment	(\$225,000.00)
Less PAGA - Aggrieved Employee Payments	(\$75,000.00)
Less Requested Simpluris Inc. Administration Costs	(\$12,449.50)
Net Settlement Fund	\$1,490,000.00
Less Participating Class Member Payments	(\$1,490,000.00)
Balance	\$0.00
Less Estimated Employer Taxes	(\$59,451.00)

15. As of the date of this declaration, there are nine hundred and twenty-eight (928) Settlement Class Members who worked 113,075 Workweeks during the Class Period in total. The average estimated Individual Settlement Payment is \$1,613.74, the highest estimated Individual Settlement Payment is \$4,224.79, and the lowest estimated Individual Settlement Payment is \$13.24. Should the Court-awarded fees or costs differ than those shown above, or if the number of Class Members approved for payment changes, the estimated award allocation calculations will change accordingly.

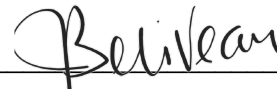
16. As of the date of this declaration, there are five hundred and twenty-nine (529) PAGA Aggrieved Employees who worked 49,314 Workweeks during the PAGA Period in total. The average *estimated* Individual PAGA Payment is \$141.78, the highest *estimated* Individual PAGA Payment is

1 \$226.61, and the lowest *estimated* Individual PAGA Payment is \$1.52. Should the Court-awarded fees
2 or costs differ than those shown above, or if the number of Class Members approved for payment changes,
3 the estimated award allocation calculations will change accordingly.

4 **SETTLEMENT ADMINISTRATION COSTS**

5 17. As of the date of this declaration, Simpluris' total costs for services in connection with the
6 administration of this Settlement, including fees incurred and anticipated future costs for completion of
7 the administration, is \$20,000.00. A true and correct copy of the administration bid is attached hereto as
8 **Exhibit C.**

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct and that this declaration was executed on this 18th day of December, 2023, in
12 Independence, Virginia.

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14 JENNIFER BELIVEAU
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Mireya Torres, et al. v. Williams Lea, Inc.
Superior Court of California for the County of Los Angeles, Case No. 20STCV04508

«IMbJullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
«Barcode_180467»

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class 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 and, unless you request to be excluded from the settlement, your legal rights may be affected.

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

YOU ARE NOTIFIED THAT: A class action and representative Labor Code Private Attorneys General Act of 2004 ("PAGA") settlement has been reached between Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown (together "Plaintiffs") and Defendant Williams Lea, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the class action case entitled *Torres, et al. v. Williams Lea, Inc.*, Los Angeles County Superior Court, Case No. 20STCV04508 (the "Litigation"), which may affect your legal rights. On July 24, 2023, the Court granted preliminary approval of the settlement and scheduled a hearing on January 18, 2024 at 10:00 a.m. ("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 or hourly employees of Defendant that worked in California at any time from February 4, 2016 through March 16, 2022.

"Class Member" means a member of the Class.

"Class Period" means the time period from February 4, 2016 through March 16, 2022.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Aggrieved Employee" means all current and former non-exempt or hourly employees of Defendant that worked in California at any time from May 12, 2019 through March 16, 2022.

"PAGA Period" means the time period from May 12, 2019 through March 16, 2022.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE LITIGATION

On February 4, 2020, Plaintiff Mireya Torres filed a Class Action Complaint for Damages against Defendant in the Los Angeles County Superior Court, Case No. 20STCV04508 (the “Torres Class Action”). On May 12, 2020, Plaintiff Mireya Torres provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that she contends were violated. On July 16, 2020, Plaintiff Mireya Torres filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant, on behalf of the State of California, as a private attorney general, alleging a single cause of action against Defendant for recovery of civil penalties under the California Private Attorneys General Act (“PAGA”), entitled *Mireya Torres v. Williams Lea, Inc.*, Orange County Superior Court Case No. 30-2020-01149249-CU-OE-CXC (the “Torres PAGA Action”). On March 16, 2022, Plaintiff Christopher Garcia provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that he contends were violated. On July 29, 2022, Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Torres Class Action, adding Idrees Hollis, Chumani Brown, and Christopher Garcia as additional named plaintiffs and effectively consolidating all of the claims in the Torres Class Action and the Torres PAGA Action into one complaint (the “Operative Complaint”).

Plaintiffs allege 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 compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* Plaintiffs seek, 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 Litigation or that it violated any law.

After investigation and analysis of the claims, 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 First Amended Joint Stipulation of Class and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On July 24, 2023, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown as representative of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
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 need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

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 Litigation have merit or that Defendant has any liability to Plaintiffs or the Class Members. Plaintiffs 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 the Class Members. The Court has made no ruling on the merits of the claims asserted in the Litigation and has determined only that certification of the Class for settlement purposes is appropriate under

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Nine Hundred Thousand Dollars and Zero Cents (\$2,900,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$1,015,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (“Class Counsel Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to each of the Plaintiffs for their services in the Litigation; (3) Settlement Administration Costs in an amount estimated to be Twenty Thousand Dollars (\$20,000.00) to the Settlement Administrator; and (4) the amount of Three Hundred Thousand Dollars (\$300,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Payment”). The PAGA Payment will be distributed 75% (\$225,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$75,000.00) (“Net PAGA Penalties”), shall be distributed to the PAGA Aggrieved Employees.

Class Members are entitled to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount based on the number of Workweeks each Class Member worked for Defendant as a non-exempt or hourly paid employee in California during the Class Period (“Individual Settlement Payment”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks worked by Class Members during the Class Period and multiplied that value by the number of Workweeks worked by each respective Class Member during the Class Period to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Aggrieved Employees are eligible to receive their *pro rata* share of the Net PAGA Penalties based on the number of Workweeks each PAGA Aggrieved Employee worked for Defendant as a non-exempt or hourly paid employee in California during the PAGA Period (“Individual PAGA Payment”). The Settlement Administrator has divided the Net PAGA Penalties by the total number of Workweeks worked by PAGA Aggrieved Employees during the PAGA Period and multiplied that value by the number of Workweeks worked by each respective PAGA Aggrieved Employee during the PAGA Period to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below).

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

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

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From February 4, 2016 through March 16, 2022 (i.e., Class Period), you are credited as having worked «MERGED_WW» Workweeks.

From May 12, 2019 through March 16, 2022 (i.e., PAGA Period), you are credited as having worked «MERGED_WW_PAGA» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute that: (1) contains the case name and number of the Litigation (*Torres, et al. v. Williams Lea, Inc.*, Case No. 20STCV04508); (2) be signed by you; (3) contain your full name, address, telephone number, last four digits of your Social Security Number; (4) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number of Workweeks that should be credited to you for the Class Period and/or the PAGA Period; (5) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (6) be submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than December 5, 2023**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

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

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$«MERGED_EstSettAmnt_CALC». The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«MERGED_EstSettAmnt_PAGA_CALC».

The settlement approval process may take multiple months. Your Individual Settlement Payment and Individual PAGA Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the date that Defendant fully funds the Settlement, Plaintiffs, all Settlement Class Members, and PAGA Aggrieved Employees waive, release, and discharge Released Parties of any and all Released Class Claims and/or Released PAGA Claims.

"Released Class Claims" means any and all claims that were and could have been pled in the Operative Complaint based on facts and allegations made therein for violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2800 and 2802, that accrued during the Class Period. The Released Class Claims exclude any claims for penalties under PAGA.

"Released PAGA Claims" means any and all claims that were and could have been pled in the Operative Complaint and/or PAGA Letters based on facts and allegations made therein for penalties under the California Private Attorneys' General Act predicated on the violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2800 and 2802 and/or the IWC Wage Orders, that accrued during the PAGA Period.

"Released Parties" means Defendant, its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys.

E. Class Counsel Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$1,015,000.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) ("Class Counsel Fees and Costs"), subject to approval by the Court. The Class Counsel Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Litigation on behalf of Plaintiffs, Class Members, and PAGA 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 Payments to Plaintiffs

Plaintiffs will seek the amount of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) each ("Enhancement Payment"), in recognition of their services in connection with the Litigation. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) ("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, Notice of Objections, and Workweek Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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 Settlement and issued your Individual Settlement Payment and your Individual PAGA Payment (if applicable) unless you decide to exclude yourself from the Settlement (see Section IV.B below).

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

Class Members 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

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of the Litigation (*Torres, et al. v. Williams Lea, Inc.*, Case No. 20STCV04508); (2) be signed by you; (3) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (4) clearly state that you do not wish to be included in the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than December 5, 2023**, at the following address:

Torres, et al. v. Williams Lea, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-3792

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion from the Class Settlement will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and 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 Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed

Settlement 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. All PAGA Aggrieved Employees will be bound to the Settlement (and the release of any claims under the California Private Attorneys' General Act that accrued during the PAGA Period and are encompassed within the Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator or presenting your objection orally at the Final Approval Hearing, regardless of whether you have submitted a written objection.

An objection must: (1) contain the case name and number of the Litigation (*Torres, et al. v. Williams Lea, Inc.*, Case No. 20STCV04508); (2) contain your full name, signature, address, and telephone number; (3) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) attach copies of any papers, briefs, or other documents upon which the objection is based; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than December 5, 2023**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 14 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California, on January 18, 2024, at 10:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Class Counsel Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

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

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

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 documents filed in the Litigation for a fee by making an appointment in advance and visiting the civil clerk's office, located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui>.

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: (888) 369-3792, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE

Mireya Torres, et al v. Williams Lea, Inc.

Corte Superior de California para el Condado de Los Ángeles, Caso No. 20STCV04508

«FirstName» «LastName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode_180467»

«City», «State» «Zip»

LEA ATENTAMENTE ESTA NOTIFICACIÓN DE CLASE.

Ha recibido esta Notificación de Clase porque los registros del Demandado indican que puede ser elegible para participar en el acuerdo de acción de clase al que se llegó en el caso mencionado anteriormente.

No necesita tomar ninguna acción para recibir un pago del acuerdo y, a menos que solicite ser excluido del acuerdo, sus derechos legales pueden verse afectados.

Esta Notificación de Clase está diseñada para informarle sobre sus derechos y opciones, y cómo puede solicitar ser excluido del acuerdo, oponerse al acuerdo o disputar la cantidad de semanas de trabajo que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha llegado a un acuerdo de acción de clase y representativo de la Ley de Procuraduría General Privada de 2004 (“PAGA”) entre los Demandantes Mireya Torres, Idrees Hollis, Christopher Garcia y Chumani Brown (en conjunto, los “Demandantes”) y el Demandado Williams Lea, Inc. (“Demandado”) (los Demandantes y el Demandado se denominan en conjunto las “Partes”) en el caso de acción de clase titulado *Torres, et al. v. Williams Lea, Inc.*, Corte Superior del Condado de Los Ángeles, Caso No. 20STCV04508 (el “Litigio”), que puede afectar sus derechos legales. El 24 de julio del 2023, la Corte otorgó la homologación preliminar del acuerdo y programó una audiencia para el 18 de enero del 2024 a las 10:00 a. m. (“Audiencia de Homologación Definitiva”) para determinar si la Corte debería conceder o no la homologación definitiva del acuerdo.

I. DEFINICIONES IMPORTANTES

“**Clase**” significa todos los empleados actuales y exempleados no exentos o por hora del Demandado que trabajaron en California en cualquier momento entre el 4 de febrero del 2016 y el 16 de marzo del 2022.

“**Miembro de la Clase**” significa un miembro de la Clase.

“**Período de la Clase**” se refiere al período comprendido entre el 4 de febrero del 2016 y el 16 de marzo del 2022.

“**Acuerdo de Clase**” significa el acuerdo y resolución de todos los Reclamos Exonerados de la Clase.

“**Empleado Agraviado de la PAGA**” significa todos los empleados actuales y exempleados no exentos o por hora del Demandado que trabajaron en California en cualquier momento entre el 12 de mayo del 2019 y el 16 de marzo del 2022.

“**Período de la PAGA**” significa el período de tiempo comprendido entre el 12 de mayo del 2019 y el 16 de marzo del 2022.

“**Acuerdo en virtud de la PAGA**” significa el acuerdo y resolución de todos los Reclamos Exonerados en virtud de la PAGA.

II. ANTECEDENTES DEL LITIGIO

El 4 de febrero del 2020, la Demandante Mireya Torres presentó una Demanda de Acción de Clase por Daños en contra del Demandado en la Corte Superior del Condado de Los Ángeles, Caso No. 20STCV04508 (la “Acción de Clase de Torres”). El 12 de mayo del 2020, la Demandante Mireya Torres proporcionó una notificación por escrito a la Agencia de Trabajo y

Desarrollo de la Fuerza Laboral (“LWDA”) y al Demandado sobre las disposiciones específicas del Código Laboral de California que sostiene que fueron violadas. El 16 de julio del 2020, la Demandante Mireya Torres presentó una Demanda por Cumplimiento conforme a la Ley de Procuraduría General Privada, Artículo 2698, *et seq.* del Código Laboral de California contra el Demandado, en nombre del Estado de California, como procurador general privado, alegando una única causa de acción contra el Demandado por el cobro de sanciones civiles conforme a la Ley de Procuraduría General Privada de California (“PAGA”), titulada *Mireya Torres v. Williams Lea, Inc.*, Corte Superior del Condado de Orange Caso No. 30-2020-01149249-CU-OE-CXC (la “Acción en virtud de la PAGA de Torres”). El 16 de marzo del 2022, el Demandante Christopher Garcia proporcionó una notificación por escrito a la LWDA y al Demandado sobre las disposiciones específicas del Código Laboral de California que sostiene que fueron violadas. El 29 de julio del 2022, los Demandantes presentaron una Primera Demanda de Acción de Clase Modificada por Daños y Cumplimiento conforme a la Ley de Procuraduría General Privada, Artículo 2698, *et seq.* del Código Laboral de California en la Acción de Clase de Torres, agregar a Idrees Hollis, Chumani Brown y Christopher Garcia como demandantes nombrados adicionales y consolidar efectivamente todos los reclamos en la Acción de Clase de Torres y la Acción en virtud de la PAGA de Torres en una demanda (la “Demanda Vigente”).

Los Demandantes alegan que el Demandado no pagó adecuadamente los salarios mínimos y por horas extra, no proporcionó períodos de comida y descanso y primas asociadas, no pagó los salarios oportunamente durante el empleo y al momento de la finalización del empleo y las sanciones por mora intencional en el pago de los montos debidos después de la desvinculación asociadas, no proporcionó talones de cheque de queja, no mantuvo los registros de nómina de pago requeridos, no reembolsó los gastos comerciales, y, por lo tanto, participó en prácticas comerciales desleales en violación del artículo 17200, *et seq.* del Código de Negocios y Profesiones de California y conducta que da lugar a sanciones conforme al artículo 2698, *et seq.* del Código Laboral de California. Los Demandantes buscan, entre otras cosas, el cobro de salarios impagos y primas por períodos de comida y descanso, gastos comerciales no reembolsados, restitución, sanciones, intereses, y honorarios y costos de abogados.

El Demandado niega todas las acusaciones en el Litigio o que violó alguna ley.

Después de la investigación y análisis de los reclamos, las Partes participaron en la mediación con un respetado mediador de acción de clase, y como resultado, las Partes llegaron a un acuerdo. Desde entonces, las Partes han celebrado la Primera Estipulación Conjunta Modificada del Acuerdo de Clase y PAGA (“Acuerdo”).

El 24 de julio del 2023, la Corte dictó una orden que aprueba de manera preliminar el Acuerdo. La Corte ha designado a Simpluris, Inc. como el administrador del Acuerdo (“Administrador del Acuerdo”), a los Demandantes Mireya Torres, Idrees Hollis, Christopher Garcia y Chumani Brown como representantes de la Clase (“Representantes de la Clase”), y a los siguientes abogados como abogados de la Clase (“Abogados de la Clase”):

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

Si usted es un Miembro de la Clase, no necesita tomar ninguna acción para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar la exclusión del Acuerdo (en cuyo caso no recibirá un Pago Individual del Acuerdo), oponerse al Acuerdo, y/o disputar las Semanas de Trabajo que se le acreditaron, si así lo desea, como se explica con más detalle en las Secciones III y IV a continuación.

El Acuerdo representa un compromiso y un acuerdo de reclamos altamente disputados. Nada de lo contenido en el Acuerdo tiene como objetivo ni será interpretado como una admisión por parte del Demandado de que los reclamos en el Litigio tienen fundamento o de que el Demandado tiene responsabilidad alguna frente a los Demandantes o los Miembros de la Clase. Los Demandantes y el Demandado, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres para cada parte de la continuación del litigio, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros de la Clase. La Corte no se ha pronunciado sobre el fondo de los reclamos afirmados en el Litigio

y solo ha determinado que la certificación de la Clase a los fines del acuerdo es apropiada conforme a la ley de California.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El importe bruto total del acuerdo es de dos millones novecientos mil dólares con cero centavos (\$2,900,000.00) (el “Importe Bruto del Acuerdo”). La parte del Importe Bruto del Acuerdo que está disponible para el pago a los Miembros de la Clase se denomina el “Importe Neto del Acuerdo”. El Importe Neto del Acuerdo será el Importe Bruto del Acuerdo, menos los siguientes pagos que están sujetos a la aprobación de la Corte: (1) honorarios de abogados por un monto que no exceda el 35 % del Importe Bruto del Acuerdo (es decir, \$1,015,000.00) y reembolso de costos y gastos de litigación, por un monto que no exceda los veinticinco mil dólares y cero centavos (\$25,000.00) (“Honorarios y Costos del Abogado de la Clase”) al Abogado de la Clase; (2) Aumento en el Pago por un monto que no exceda los doce mil quinientos dólares y cero centavos (\$12,500.00) a cada uno de los Demandantes por sus servicios en el Litigio; (3) Costos de Administración del Acuerdo por un monto estimado en veinte mil dólares (\$20,000.00) para el Administrador del Acuerdo; y (4) el monto de trescientos mil dólares (\$300,000.00) asignado a sanciones civiles conforme a la Ley de Procuraduría General Privada (“Pago en virtud de la PAGA”). El Pago en virtud de la PAGA se distribuirá el 75 % (\$225,000.00) a la LWDA (“Pago a la LWDA”) y el 25 % restante (es decir, \$75,000.00) (“Sanciones Netas en virtud de la PAGA”) se distribuirá a los Empleados Agraviados en virtud de la PAGA.

Los Miembros de la Clase tienen derecho a recibir un pago en virtud del Acuerdo de su parte prorrateada del Importe Neto del Acuerdo en función de la cantidad de Semanas de Trabajo que cada Miembro de la Clase trabajó para el Demandado como empleado no exento o por hora en California durante el Período de la Clase (“Pago Individual del Acuerdo”). El Administrador del Acuerdo ha dividido el Importe Neto del Acuerdo por la cantidad total de Semanas de Trabajo trabajadas por los Miembros de la Clase durante el Período de la Clase y multiplicado ese valor por la cantidad de Semanas de Trabajo trabajadas por cada Miembro de la Clase respectivo durante el Período de la Clase para llegar a su Pago Individual del Acuerdo que puede ser elegible para recibir en virtud del Acuerdo (que se indica en la Sección III.C a continuación). Los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna (“Miembros de la Clase del Acuerdo”) recibirán el pago de su Pago Individual del Acuerdo final.

Cada Pago Individual del Acuerdo se asignará como veinte por ciento (20%) salarios, que se informarán en un Formulario W-2 del IRS, y ochenta por ciento (80%) sanciones, intereses y daños no salariales, que se informarán en un Formulario 1099 del IRS. Cada Pago Individual del Acuerdo estará sujeto a una reducción por la parte del empleado de los impuestos sobre la nómina de pago adeudados sobre la parte salarial del Pago Individual del Acuerdo. La parte del empleador de los impuestos y contribuciones a la nómina de pago en relación con la parte salarial de los Pagos Individuales del Acuerdo será pagada por el Demandado por separado y además del Importe Bruto del Acuerdo.

Los Empleados Agraviados en virtud de la PAGA son elegibles para recibir su parte prorrateada de las Sanciones Netas en virtud de la PAGA según la cantidad de Semanas de Trabajo que cada Empleado Agraviado en virtud de la PAGA trabajó para el Demandado como empleado no exento o por hora en California durante el Período de la PAGA (“Pago Individual en virtud de la PAGA”). El Administrador del Acuerdo ha dividido las Sanciones Netas en virtud de la PAGA por la cantidad total de Semanas de Trabajo trabajadas por los Empleados Agraviados en virtud de la PAGA durante el Período de la PAGA y multiplicado ese valor por la cantidad de Semanas de Trabajo trabajadas por cada Empleado Agraviado en virtud de la PAGA respectivo durante el Período de la PAGA para llegar a su Pago Individual en virtud de la PAGA que puede ser elegible para recibir en virtud del Acuerdo (que se indica en la Sección III.C a continuación).

Cada Pago Individual en virtud de la PAGA se asignará cien por ciento (100%) como sanciones, que se informarán en un Formulario 1099 del IRS (si corresponde).

Si la Corte concede la homologación definitiva del Acuerdo, los Pagos Individuales del Acuerdo y los Pagos Individuales en virtud de la PAGA se enviarán por correo a los Miembros de la Clase y a los Empleados Agraviados en virtud de la PAGA respectivamente a la dirección que se encuentra en los registros del Administrador del Acuerdo. **Si la dirección a la que se envió esta Notificación de Clase no es correcta, o si se muda después de recibir esta Notificación de Clase, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para garantizar que reciba el pago al que pueda tener derecho en virtud del Acuerdo.**

B. Sus Semanas de Trabajo basadas en los Registros del Demandado

De acuerdo con los registros del Demandado:

Entre el 4 de febrero del 2016 y el 16 de marzo del 2022 (es decir, el Período de la Clase), se le acredita haber trabajado «MERGED_WW» Semanas de Trabajo.

Entre el 12 de mayo del 2019 y el 16 de marzo del 2022 (es decir, el Período de la PAGA), se le acredita que ha trabajado «MERGED_WW_PAGA» Semanas de Trabajo.

Si desea disputar las Semanas de Trabajo que se le acreditaron, debe presentar una disputa por escrito que debe: (1) contener el nombre y número de caso del Litigio (*Torres, et al. v. Williams Lea, Inc.*, Caso No. 20STCV04508); (2) estar firmada por usted; (3) contener su nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de su número de Seguro Social; (4) indicar claramente que usted disputa la cantidad de Semanas de Trabajo que se le acreditaron y lo que sostiene que es la cantidad correcta de Semanas de Trabajo que se le deben acreditar para el Período de la Clase y/o el Período de la PAGA; (5) incluir información y/o adjuntar documentación que demuestre que la cantidad de Semanas de Trabajo que usted afirma que se le debe acreditar es correcta; y (6) enviarse al Administrador del Acuerdo por correo postal a la dirección especificada que se indica en la Sección IV.B a continuación, con sello postal **matasellos del 5 de diciembre de 2023 o antes**.

C. Su Pago Individual del Acuerdo y Pago Individual en virtud de la PAGA Estimados

Como se explicó anteriormente, su Pago Individual del Acuerdo y/o Pago Individual en virtud de la PAGA Estimados se basan en la cantidad de Semanas de Trabajo que se le acreditaron.

Conforme a los términos del Acuerdo, se estima que su Pago Individual del Acuerdo es de \$«MERGED EstSettAmnt CALC». El Pago Individual del Acuerdo está sujeto a una reducción por la parte del empleado de impuestos y retenciones con respecto a la parte salarial del Pago Individual del Acuerdo.

Conforme a los términos del Acuerdo, se estima que su Pago Individual en virtud de la PAGA es \$«MERGED EstSettAmnt PAGA CALC».

El proceso de aprobación del acuerdo puede llevar varios meses. Su Pago Individual del Acuerdo y su Pago Individual en virtud de la PAGA que se refleja en esta Notificación de Clase son solo un estimado. Su Pago Individual del Acuerdo y su Pago Individual en virtud de la PAGA reales pueden ser más altos o más bajos. Los pagos se distribuirán solo después de que la Corte otorgue la homologación definitiva del Acuerdo y después de que el Acuerdo entre en vigencia.

D. Reclamos Exonerados

En la fecha en que el Demandado financie totalmente el Acuerdo, los Demandantes, todos los Miembros de la Clase del Acuerdo y los Empleados Agraviados en virtud de la PAGA renuncian, exoneran y libran a las Partes Exoneradas de todos los Reclamos Exonerados de la Clase y/o Reclamos Exonerados en virtud de la PAGA.

“Reclamos Exonerados de la Clase” se refiere a todos los reclamos que fueron y podrían haberse alegado en la Demanda Vigente sobre la base de hechos y alegaciones formulados en ella por violación de los artículos 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2800 y 2802 del Código Laboral, que se acumularon durante el Período de la Clase. Los Reclamos Exonerados de la Clase excluyen todo reclamo por sanciones en virtud de la PAGA.

“Reclamos Exonerados en virtud de la PAGA” se refiere a todos los reclamos que fueron y podrían haberse alegado en la Demanda Vigente y/o las Cartas de la PAGA sobre la base de hechos y alegaciones formulados en la misma por sanciones conforme a la Ley de Procuraduría General Privada de California basadas en la violación de los artículos 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2800 y 2802 del Código Laboral y/o las Órdenes Salariales de la IWC, que se acumularon durante el Período de la PAGA.

“Partes Exoneradas” significa el Demandado, sus funcionarios, directores, accionistas, titulares de unidades, gerentes, empleados, agentes, miembros directivos, herederos, representantes, contadores, auditores, consultores y sus respectivos sucesores y predecesores en interés, subsidiarias, afiliadas, matrices y abogados pasados y presentes.

E. Honorarios y Costos del Abogado de la Clase

Los Abogados de la Clase solicitarán honorarios de abogados por un monto de hasta el treinta y cinco por ciento (35%) del Importe Bruto del Acuerdo (es decir, un monto de hasta \$1,015,000.00) y el reembolso de los costos y gastos de litigación por un monto de hasta veinticinco mil dólares y cero centavos (\$25,000.00) (“Honorarios y Costos del Abogado de la Clase”), sujeto a la aprobación de la Corte. Los Honorarios y Costos del Abogado de la Clase otorgados por la Corte se pagarán del Importe Bruto del Acuerdo. El Abogado de la Clase ha estado llevando adelante el Litigio en nombre de los Demandantes, los Miembros de la Clase y los Empleados Agravados en virtud de la PAGA sobre una base de honorarios de contingencia (es decir, sin recibir ningún pago hasta la fecha) y ha estado pagando todos los costos y gastos de litigación.

F. Aumento en los pagos a los Demandantes

Los Demandantes solicitarán el monto de doce mil quinientos dólares y cero centavos (\$12,500.00) cada uno (“Aumento en el Pago”), en reconocimiento por sus servicios en relación con el Litigio. Los Aumentos en los Pagos se pagarán del Importe Bruto del Acuerdo, sujeto a la aprobación de la Corte, y si se adjudican, se pagarán a los Demandantes además de su Pago Individual del Acuerdo y el Pago Individual en virtud de la PAGA al que tienen derecho en virtud del Acuerdo.

G. Costos de Administración del Acuerdo al Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá los veinte mil dólares y cero centavos (\$20,000.00) (“Costos de Administración del Acuerdo”) por los costos del proceso de notificación y administración del acuerdo, lo que incluye, entre otros, el gasto de notificar a los Miembros de la Clase sobre el Acuerdo, tramitar las Solicitudes de Exclusión, Notificación de Oposiciones y Disputas de las Semanas de Trabajo, cálculo de Pagos Individuales del Acuerdo y Pagos Individuales en virtud de la PAGA y distribución de pagos y formularios de impuestos en virtud del Acuerdo, y se pagarán del Importe Bruto del Acuerdo, sujeto a la aprobación de la Corte.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

A. Participar en el Acuerdo

Si desea participar en el Acuerdo y recibir dinero del Acuerdo, no tiene que hacer nada. Se lo incluirá automáticamente en el Acuerdo y se le emitirá su Pago Individual del Acuerdo y su Pago Individual en virtud de la PAGA (si corresponde) a menos que decida excluirse del Acuerdo (consulte la Sección IV.B a continuación).

A menos que elija excluirse del Acuerdo, quedará obligado por los términos del Acuerdo y cualquier sentencia que pueda dictar la Corte sobre la base del mismo, y se considerará que usted ha exonerado los Reclamos Exonerados de la Clase descritos en la Sección III.D anterior.

Los Miembros de la Clase no serán responsables por separado del pago de los honorarios de abogados o los costos y gastos de litigación, a menos que contraten a su propio abogado, en cuyo caso serán responsables de los honorarios y gastos de sus propios abogados.

B. Solicitar la Exclusión del Acuerdo de Clase

Si no desea participar en el Acuerdo de Clase, debe solicitar la exclusión del Acuerdo de Clase mediante la presentación de una solicitud escrita (“Solicitud de Exclusión”), que debe: (1) contener el nombre y número de caso del Litigio (*Torres, et al. v. Williams Lea, Inc.*, Caso No. 20STCV04508); (2) estar firmada por usted; (3) contener su nombre completo, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social; (4) indicar claramente que no desea ser incluido en el Acuerdo de Clase; y (5) ser enviado al Administrador del Acuerdo, con sello postal del **matasellos del 5 de diciembre de 2023 o antes**, a la siguiente dirección:

Torres, et al v. Williams Lea, Inc
P.O. Box 26170
Santa Ana, CA 92799
Teléfono: (888) 369-3792

Si la Corte otorga la homologación definitiva del Acuerdo, todo Miembro de la Clase que presente una Solicitud de Exclusión del Acuerdo de Clase válida y oportuna no tendrá derecho a recibir un Pago Individual del Acuerdo, no estará obligado por el Acuerdo de Clase (y la exoneración de los Reclamos Exonerados de la Clase descritos en la Sección III.D

anterior), y no tendrá ningún derecho a oponerse, apelar o comentar sobre el Acuerdo de Clase. Los Miembros de la Clase que no presenten una Solicitud de Exclusión serán considerados Miembros de la Clase del Acuerdo y estarán obligados por todos los términos del Acuerdo, incluidos los relacionados con la exoneración de los reclamos descritos en la Sección III.D anterior, así como cualquier sentencia que pueda dictar la Corte sobre la base de la misma. Todos los Empleados Agraviados en virtud de la PAGA estarán obligados por el Acuerdo (y a la exoneración de cualquier reclamo en virtud de la Ley de Procuraduría General Privada de California que se haya acumulado durante el Período de la PAGA y que esté incluido en los Reclamos Exonerados en virtud de la PAGA descritos en la Sección III.D anterior) y aún recibirán un Pago Individual en virtud de la PAGA, independientemente de si presentan una Solicitud de Exclusión.

C. Oponerse al Acuerdo de Clase

Puede oponerse a los términos del Acuerdo de Clase siempre y cuando no haya presentado una Solicitud de Exclusión, presentando una oposición por escrito al Administrador del Acuerdo o presentando su oposición de manera oral en la Audiencia de Homologación Definitiva, independientemente de si ha presentado una oposición por escrito.

Una oposición debe: (1) contener el nombre y número de caso del Litigio (*Torres, et al. v. Williams Lea, Inc.*, Caso No. 20STCV04508); (2) contener su nombre completo, firma, dirección y número de teléfono; (3) incluir una declaración escrita de todos los motivos de la oposición acompañada de cualquier respaldo legal para dicha oposición; (4) adjuntar copias de cualquier documento, informe u otros documentos en los que se base la oposición; y (5) enviarse por correo al Administrador del Acuerdo a la dirección indicada en la Sección IV.B anterior, con sello postal **matasellos del 5 de diciembre de 2023 o antes**.

V. AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA

La Corte celebrará una Audiencia de Homologación Definitiva en el Departamento 14 de la Corte Superior del Condado de Los Ángeles, ubicado en 312 North Spring Street, Los Ángeles, California, el 18 de enero del 2024, a las 10:00 a. m. para determinar si el Acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. También se le pedirá a la Corte que apruebe y otorgue los Honorarios y Costos del Abogado de la Clase al Abogado de la Clase, los Aumentos en los Pagos a los Demandantes y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La audiencia podrá continuar sin previo aviso a los Miembros de la Clase. No es necesario que comparezca en la Audiencia de Homologación Definitiva, aunque puede comparecer si lo desea.

Visite el sitio web de la Corte para obtener la información más actualizada sobre el impacto del COVID-19 en las operaciones de la Corte y cualquier requisito que pueda aplicarse para acceder a las instalaciones de la Corte: <https://www.lacourt.org/>.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para obtener los términos y condiciones precisos del Acuerdo, debe revisar el Acuerdo detallado y otros documentos que se encuentran en los archivos de la Corte.

Puede ver el Acuerdo y los documentos presentados en el Litigio por una tarifa haciendo una cita con anticipación y visitando la secretaría civil, ubicada en Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, durante el horario laboral, o en línea visitando el siguiente sitio web: <https://www.lacourt.org/casesummary/ui>.

NO LLAME POR TELÉFONO A LA CORTE NI A LA SECRETARÍA PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 369-3792, O TAMBIÉN PUEDE CONTACTAR AL ABOGADO DE LA CLASE.

EXHIBIT B

Belinda Goodwin
1208 Carlton Ave.
Menlo Park, CA 94025
(650) 327-1856

October 19, 2023

Torres et al. v. Williams Lea, Inc.
P.O. Box 26170
Santa Ana, CA 92799
(888) 369-3792

REQUEST EXCLUSION FROM THE CLASS SETTLEMENT

I am clearly stating that I do not wish to be included in the Class settlement.
Please remove my name from the list. Thank You.

Case Name: Torres et al. v. Williams Lea Inc.
Case Number: 20STCVO4508

My full name, address, telephone # & last 4 ss# digits:

Belinda Gail Goodwin
1208 Carlton Ave.
Menlo Park, CA 94025
(650) 327-1856

Last 4 digits of SS#: 0893

Sincerely,

Belinda Gail Goodwin

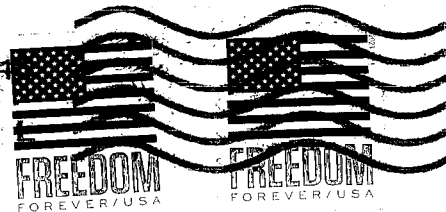
Belinda Gail Goodwin



Belinda Goodwin
1208 Carlton Ave
Menlo Park, CA 94025

SAN FRANCISCO CA 94

20 OCT 2023 PM 5



Torres, et al. v Williams Lea, Inc
P.O. Box 26170
Santa Ana, CA 92799

10/23/2023

92799-617070

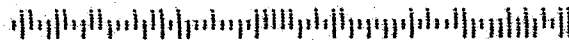


EXHIBIT C



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

Estimate #:	15064	Prepared By:	Michael Sutherland
Estimate Date:	7/27/2022	Direct Dial #	321.223.5067
		Email:	Msutherland@simpluris.com

Plaintiff Attorney

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

Defense Attorney

Attorney/Client:
Firm:
Email:

Case Name: MT-Williams Lea-4508: Opt Out Settlement

Anticipated Total Cost*	\$12,450
Capped Fee*	\$12,000

Terms:

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate
- 2) Included is a 2021 Federal 1120 tax return to account for banking activity in 2022.

Total Possible Class Size:	1,000	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	E/S	Fund Distribution:	Simpluris
Reminder Postcard:	Np	Redistribution:	No
Unclaimed Funds:	Escheat	State(s):	CA
		Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	6	\$750.00
Spanish translation and mailing	\$1,000.00	1	\$1,000.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$2,590.00

Notification

Notice Packet: 7 pg Notice - Double Sided - English

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	1,000	\$1,000.00
Postage	\$0.53	1,000	\$530.00
NCOA/CASS/LACS	\$0.02	1,000	\$20.00
Undeliverable Processing	\$0.25	100	\$25.00
Skip Trace RUM	\$1.00	100	\$100.00
Remail Notice Packet	\$1.25	85	\$106.25
Remail Postage	\$0.53	85	\$45.05
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$1,876.30

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	4	\$300.00



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Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	2	\$250.00
Resolving Mismatched TINs	\$75.00	2	\$150.00
Dispute/Deficiencies - Send One Cure Letter	\$3.50	5	\$17.50
Opt Out Processing	\$3.50	10	\$35.00
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	2	\$250.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$752.50

Distribution

Setup a Disbursement Account

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

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$750.00	1	\$750.00
Print & Mail Check/Specific language on reverse	\$2.00	1000	\$2,000.00
Postage	\$0.53	1000	\$530.00
Process Returned Checks	\$0.50	10	\$5.00
Skip Trace Search Undeliverable Checks	\$5.00	10	\$50.00
Remail Checks (Includes Postage)	\$4.00	10	\$40.00
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee, 2022	\$1,350.00	1	\$1,350.00
Reissuing Checks/Mailing	\$3.00	10	\$30.00
Postage	\$0.57	10	\$5.70
Escheat management-State	\$500.00	1	\$500.00
Disbursement Manager	\$125.00	3	\$375.00
Total			\$6,930.70



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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Postage \$1,105.05

Total Case Costs

\$12,449.50

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning