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10 E-MAIL: ROGER@CARTERLAWFIRM.NET; BIANCA@CARTERLAWFIRM.NET

11 Attorneys for Plaintiff, ELFA CASTRO on behalf of herself and a Class of all others similarly
12 situated

13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF ORANGE, CIVIL COMPLEX CENTER**

15 ELFA CASTRO, on behalf of herself and on
16 behalf of a Class of all other persons similarly
situated

17 Plaintiff,

18 vs.

19 BAYMONT INN & Suites, an unknown
20 business entity; VIENNA CAPITAL, INC., an
21 unknown business entity; WYNDHAM HOTEL
22 GROUP LLC; an unknown business entity;
23 XIANGJUN LI, an individual, and DOES 1
through 100, inclusive,

24 Defendants

Case No. 30-2016-00840094-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:

Hon. Peter Wilson

Dept. CX-102

**SUPPLEMENTAL DECLARATION
OF WILL HENRY OF CPT GROUP
REGARDING CLASS
NOTIFICATION AND CLAIMS
ADMINISTRATION**

Date: October 17, 2019

Time: 2:00 p.m.

Dept.: CX-102

Complaint Filed: March 10, 2016

FAC Filed: May 3, 2016

DECLARATION OF WILL HENRY

I, WILL HENRY, declare as follows:

1. I am a Case Manager for CPT Group, Inc. ("CPT"), the Court-approved class action administrator for *Castro v. Baymont Inn & Suites, et al.* I have personal knowledge of the facts set forth in this declaration and, if called upon to testify, I could and would testify competently to such facts.

2. The purpose of this declaration is to supplement the information reported in my previous declaration, dated August 20, 2019.

3. As of the date of this Declaration, there has been thirty (30) Notice returned to our office by the Post Office, none of which had a forwarding address affixed. CPT performed a skip trace on all returned mail without a forwarding address in an effort to locate a better address using Accurant, one of the most comprehensive address databases available. Accurant utilizes hundreds of different databases supplied by credit reporting agencies, public records, and a variety of other national databases.

4. As a result of, skip trace or request from Settlement Class Members, a total of twenty-three (23) Notices have been re-mailed to-date. The last of these re-mails was mailed out on July 26, 2019. The 45-day response period for the latest re-mail expired on **September 9, 2019**. As of the date of this Declaration, there are eight (8) Notices deemed undeliverable.

5. As of the date of this Declaration, CPT has not received any objections, disputes regarding work weeks, nor any deficient responses. Each Class Member who does not request exclusion will receive payment.

6. As of the date of this Declaration, CPT has received one (1) request for exclusion. Per the terms of the Settlement Agreement this individual cannot opt out of the PAGA Payment, therefore they will remain eligible to receive their pro rata share of the 25% PAGA Payment. Attached as **Exhibit A** is a Weekly Status Report of all claims in this case through **October 4, 2019**.

1 7. As of the date of this Declaration, CPT will report a total of **ninety-four (94)**
2 **Participating Class Members** who will receive a Settlement Payment and **ninety-five (95)**
3 **PAGA Members** who will receive a PAGA Payment. This represents a **98.95% participation**
4 **rate for the Settlement and a 100% participation rate for the PAGA Payment.**

5 8. Pursuant to the terms set forth in the Settlement Agreement, 100% of the Net
6 Settlement Amount will be paid out to the Participating Class Members. The Class Settlement
7 Amount is \$190,000 and will have the following anticipated deductions: attorneys' fees of
8 \$62,700, attorney costs of \$6,000, Class Representative Enhancement Award totaling \$10,000,
9 PAGA civil penalties of \$3,750 to the Labor Workforce and Development Agency, and claims
10 administration expenses of \$10,000. The Net Settlement Amount is estimated to be \$97,550.00.

11 9. My original declaration was based on the 95 class members provided by Defense
12 Counsel. Based on estimated settlement calculations at this time, the **highest payment** is estimated
13 to be **\$5,956.37**, the **lowest payment** is estimated to be **\$19.31** and the **average payment** is
14 estimated to be **\$1,026.84**. Based on my experience of administering hundreds of claims, this class
15 of housekeepers appears to be within the range of other settlements approved in California.

16 10. CPT will charge a total of **\$10,000** in costs associated with the administration of
17 the settlement. This includes all costs incurred to date, as well as estimated costs involved in
18 completing the settlement. These costs include setting a Qualified Settlement Fund (a tax paying
19 legal entity), taxing calculating and reporting, certified translators, postage, printing, handling
20 calls, and in this case, final reporting declaration. Attached hereto as **Exhibit B** is a copy of the
21 invoice for costs of administration.

22 11. The Parties have agreed to send uncashed funds to the State Controller's Office for
23 deposit in the California Unclaimed Property Fund in the name of the Settlement Class Members
24 whose checks remain uncashed, where the Settlement Class Members may later claim those funds.
25 CPT and the Parties have agreed to pay 1/3 each or \$848.53 of the \$2,545.60 cost associated with
26 disposing of uncashed funds in this manner.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct and that this declaration was executed on **October 7, 2019** in
3 Irvine, California.

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6 WILL HENRY
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EXHIBIT A

Class Period: Mar 10, 2012 - Jun 13, 2019
Class Size: 95
Date Notices Mailed: Jul 1, 2019

Exclusion Deadline: Aug 15, 2019
Objection Deadline: Aug 15, 2019
Final Approval Hearing: Sep 12, 2019

	Description	Count
Mail	Items in Mailing List	95
	Notices Returned	30
	Notices Traced	29
	Notices Rемаiled	23
	Forwarded Notices	
	Notices Returned 2nd Time	
	Undelivered Notices	8
* Includes Forwarded Notices		
Opt Outs	Responses Received	1
	Opt Outs	1
	Objections	
	Disputes	
	Deficient	
	Late Opt Outs	
	Invalid	
	"Valid" Opt Outs**	1
** Includes Deficient, Disputed, and Late Opt Outs		
Class	No. of Class Members in Mailing List	95
	No. of Valid Opt Outs	1
	% Valid Opt Outs	1.05 %
	Total Class Members – Less Opt Outs	94

Distribution List:

Richard Quintilone II; Andrew Haas; Raesha Livers; Kyle Gallego; Sandi Taheri; Madi Pope
Michael Murtaugh; Jessica Thompson; Matthew Johnson; Susanne Zimmerman

CPT Class Action Representatives:

Julie Green; Jackie Hitomi; Abel Morales; Tim Cunningham; Tarus Dancy; Kelsey Skey; Ani Sarich; Melinda Yang;
Carole Thompson; Will Henry; Chris Lawless; Sofia Munoz; Emilio Cofinco; Alan Garrido; Bryan Valdez; Daniel La;
Stephen Gomez

Please note these numbers and statistics are for your reference only and will change throughout the administration process. Final numbers and statistics shall be obtained from Case Manager once response deadlines have passed and all responses have been properly validated.

EXHIBIT B



INVOICE

Invoice No : 14721
Invoice Date : 9/12/2019
Mailing Date: 7/1/2019
VP Consultant: Matthew D. Weiss

Case Name : Castro v Baymont Inn & Suites, et al.

TO: Michael Murtaugh

Murtaugh Meyer Nelson & Treglia LLP
2603 Main Street 9th Floor
Irvine, CA 92614-6232
(949) 794-4000

Contact Name: Edwin Figueroa

Accounts Receivable Specialist
50 Corporate Park
Irvine, CA 92606
Ph: (949) 428-1081
Fx: (949) 428-1083
edwin@cptgroup.com

Payment Details	Type of Case	Due Date
Settlement Fund	Administration	

Quantity	Description	Unit Price	Line Total
1	Case Setup / Data Management / Create a Unified Mailing List/ TFN Establish & Setup	\$1,745.00	\$1,745.00
1	National Change of Address (NCOA) / Notice & Opt-Out Form in English and Spanish / Postage (up to 2 oz.)	\$813.25	\$813.25
1	Notices Returned as Undeliverable / Skip Traces / Remail Notice Packets / Postage	\$102.79	\$102.79
1	Process Opt-Outs, Deficiencies & Other Requests from Class Members / Call Center Support	\$840.00	\$840.00
1	Verify SSN for Validity with IRS / Send Deficiency Letters to "No-Match" Class Members	\$464.80	\$464.80
1	Calculations / Data Management / Create & Manage QSF / Print & Mail Checks, 1099/W-2	\$2,215.70	\$2,215.70
1	Account Recons / Skip Trace / Reissue Checks / Annual Tax Reporting / Final Reporting & Declaration	\$4,130.80	\$4,130.80

Subtotal \$10,312.34

Discount **\$312.34**

TOTAL \$10,000.00

Make all checks payable to CPT Group, Inc.
THANK YOU FOR YOUR BUSINESS!

CPT Offers Secure Credit Card Payments through PayPal. To utilize PayPal, there's a Merchant Service Fee added to your grand total.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. CPT bills are due upon receipt, unless otherwise negotiated and agreed to with CPT by Counsel/Client. In the event settlement terms provide that CPT is to be paid out of the settlement fund, CPT will request that Counsel/Client endeavor to make alternate payment arrangements for CPT charges that are due at the commencement of the case. The entire remaining balance is due and payable at the time the settlement account is funded by defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law. In the event CPT Group, Inc. commences litigation to enforce payment, CPT Group, Inc. shall be entitled to recover reasonable attorney's fees and costs (including expert witnesses' fees) incurred in addition to all other items of recovery permitted by law.

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I am a citizen of the United States, over the age of 18 years, and not a party to the within action. I am an employee of or agent for Quintilone & Associates, whose business address is 22974 El Toro Rd., Suite 100, Lake Forest, CA 92630-4961.

SUPPLEMENTAL DECLARATION OF WILL HENRY

SEE ATTACHED SERVICE LIST

(BY OVERNIGHT DELIVERY) I caused a true copy of each document, placed in a sealed envelope with delivery fees provided for, to be deposited in a box regularly maintained by Federal Express or Overnight Express. I am readily familiar with this firm's practice for collection and processing of documents for overnight delivery and know that in the ordinary course of Quintilone & Associates' business practice the document(s) described above will be deposited in a box or other facility regularly maintained by Federal Express or Overnight Express or delivered to a courier or driver authorized by Federal Express or Overnight Express to receive documents on the same date it is placed at Quintilone & Associates for collection.

____X____ **(BY ELECTRONIC SERVICE)** I delivered each such document by electronic means pursuant to California Civil Code, Code of Civil Procedure, the Local Rules and/or FRCP § 5(b)(2), et seq.

 X (STATE) I declare under penalty of perjury that the above is true and correct.

ANDREW H. HAAS

1 **SERVICE LIST**

2
3 Michael Murtaugh, Esq.
4 Matthew Johnson Esq.
5 Murtaugh Meyer Nelson & Treglia
6 2603 Main St 9th FL
7 Irvine, CA 92614
8 Tel: (949) 794-4000
9 Fax: (949) 794-4099
10 E-mail: mmurtaugh@mmnt.com
11 mjohnson@murtaughlaw.com

12 Roger R Carter, Esq.
13 **The Carter Law Firm**
14 23 Corporate Plaza, Suite 150, Newport
15 Beach, CA 92660
16 Ph: (949) 629-2565
17 E-mail: roger@carterlawfirm.net
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21 **Q&A Case No.: 15.01233**
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