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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

GUADALUPE MOYA; individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

USRG (CALIFORNIA) INC., a California
corporation; U.S. RESIDENTIAL GROUP
LLC, an unknown business entity; and DOES
1 through 100, inclusive,

Defendants.

Case No.: BC625588

Honorable Robert B. Broadbelt
Department 53

CLASS ACTION

**DECLARATION OF CASSANDRA CITA
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Reservation No.: 409379171477
Date: August 23, 2019
Time: 10:00 a.m.
Department: 53

Complaint Filed: June 30, 2016
FAC Filed: February 20, 2019
Trial Date: None Set

DECLARATION OF CASSANDRA CITA

I, CASSANDRA CITA, declare the following facts to be true and correct and if called as a witness would testify competently to the same:

1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris"), the settlement administrator in the above-entitled action. My business address is 3194-C Airport Loop Drive, Costa Mesa, California 92626. My telephone number is (714) 640-5624. I am over 21 years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a class action settlement administration company headquartered in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements along with professionals in the areas of software development, third-party claims administration, mail-house operations and call center support management.

3. Simpluris was appointed by the Court as Settlement Administrator to administer the settlement in accordance with the terms of the Joint Stipulation of Class Action and PAGA Settlement and Release entered into by the parties on or about December 4, 2018 ("Settlement"). Simpluris has been responsible, among other things, for: (a) formatting, translating, printing, and mailing the Notice of Class Action Settlement ("Class Notice") to Class Members in both English and Spanish; (b) receiving undeliverable Class Notices and re-mailing them to any forwarding addresses or addresses located through skip-tracing; (c) receiving and validating requests for exclusion from the Class Settlement ("Requests for Exclusion"), objections to the Class Settlement ("Notice of Objections"), and disputes regarding the number of weeks each Class Member was credited to have worked for Defendants during the period from June 30, 2012 through April 30, 2018 in the State of California as on-site employees classified as "exempt," holding the title of "property manager," "assistant property manager," "community manager," "assistant community manager," "maintenance supervisor," "assistant maintenance supervisor," and or similar job titles ("Workweeks"); (d) answering questions from Class Members regarding the Settlement; (e) calculating each Class Member's *pro rata* share of the Net Settlement Amount ("Individual Settlement Share"); and (f) calculating the *pro rata* share of twenty-five percent (25%) of the PAGA Payment ("Employee PAGA Portion") to each Class Member who worked for Defendants within

1 the period between May 27, 2015 and April 30, 2018 ("PAGA Period"). If the Court grants final
2 approval of the Settlement, Simpluris will be responsible, among other things, for: (g) calculating
3 the net payment to each Class Member who does not submit a timely and valid Request for Exclusion
4 ("Participating Class Member"), distributing funds, and tax-reporting following final approval; (h)
5 mailing settlement checks; (i) and for such other tasks as the Parties mutually agree or the Court
6 orders Simpluris to perform.

7 **NOTIFICATION TO THE CLASS**

8 4. On February 18, 2019, Simpluris received the Court-approved Class Notice from
9 Class Counsel. The Class Notice contained information regarding Class Members' right to opt out
10 from the settlement and release of Released Claims that do not arise under PAGA ("Class
11 Settlement"), object to the Class Settlement, or do nothing, and the implications of each such action;
12 applicable deadlines and other events, including the Final Approval Hearing; and how Class
13 Members could obtain additional information. The Class Notice was pre-printed with the name and
14 address of the Class Member, his or her number of Workweeks and estimated Individual Settlement
15 Share. A true and correct exemplar of the Class Notice is attached hereto as "Exhibit A."

16 5. On March 1, 2019, Counsel for Defendants provided Simpluris with a data list in
17 Microsoft Office Excel containing the full names, last known addresses and telephone numbers,
18 Social Security numbers, dates of hire and termination of employment with Defendants, Workweeks,
19 and pertinent employment information for the Class Members ("Class List"). The Class List
20 contained data for fifty-seven (57) individuals identified as Class Members, of which forty-one (41)
21 worked for Defendants during the PAGA Period.

22 6. The mailing addresses contained in the Class List were processed and updated
23 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
24 Service. The NCOA contains changes of address filed with the U.S. Postal Service. In the event
25 that any individual had filed a U.S. Postal Service change of address request, the address listed with
26 the NCOA was utilized in connection with the mailing of the Class Notice. Of those fifty-seven (57)
27 addresses provided by Defendants, Simpluris was able to update sixteen (16) new addresses through
28 NCOA.

7. On March 11, 2019, after updating the mailing addresses through the NCOA, Class Notices were mailed via First-Class U.S. Mail in English and Spanish to fifty-seven (57) individuals identified as Class Members in the Class List.

8. As of this date, a total of nine (9) Class Notices were returned to Simpluris by the Post Office, of which none had a forwarding address. For the nine (9) Class Notices without forwarding addresses, Simpluris performed an advance address search (i.e. skip trace) to locate an updated address using Accurint. Simpluris used the Class Member's name and previous address to locate an updated address. Through the advance address searches, Simpluris was able to locate six (6) updated addresses and Simpluris promptly re-mailed Class Notice to those addresses. Ultimately, there were three (3) Class Notices that were undeliverable.

EXCLUSIONS, DISPUTES AND OBJECTIONS

9. The deadline for Class Members to submit a Request for Exclusion, Notices of Objection, and/or Workweeks dispute was May 10, 2019.

10. As of this date, Simpluris has not received any Requests for Exclusion from Class Members.

11. As of this date, Simpluris has not received any valid disputes regarding Workweeks.

12. As of this date, Simpluris has not received any Notices of Objection.

BREAKDOWN OF SETTLEMENT FUND

13. As of this date, there are fifty-seven (57) Participating Class Members who will be paid their *pro rata* portion of the Net Settlement Amount, estimated to be \$147,900. The Net Settlement Amount available to pay Participating Class Members was determined as follows:

Class Settlement Amount:	\$310,000.00
Less Attorneys' Fees (requested)	-\$117,800.00
Less Litigation Costs and Expenses (maximum allocated)	-\$ 30,000.00
Less Settlement Administration Costs (requested)	-\$ 4,300.00
PAGA Payment	-\$ 5,000.00
<u>Less Enhancement Payment (requested)</u>	<u>-\$ 5,000.00</u>
NET SETTLEMENT AMOUNT	\$147,900.00

14. As of this date, the highest Individual Settlement Share of a Participating Class Member is approximately \$7,533.40, the lowest Individual Settlement Share of a Participating Class Member is approximately \$28.54, and the average Individual Settlement Share is approximately \$2,594.74.

15. Twenty-five percent (25%) of the PAGA Payment (“Employee PAGA Portion”), or \$1,250, will be paid to Class Member who worked for Defendants during the PAGA Period. The highest payment from the Employee PAGA Portion is \$56.06, and the average payment from the Employee PAGA Portion is \$30.49.

SETTLEMENT ADMINISTRATION COSTS

16. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$4,300. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments. A true and correct copy of the invoice from Simpluris is attached hereto as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 30th day of July, 2018, at Costa Mesa, CA.


Cassandra Cita

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Guadalupe Moya v. USRG (California) Inc., et al.
Superior Court of California, County of Los Angeles, Case No. BC625588

«Notice_Envelope»

«Notice»

SIMID «SIMID»

«FirstName» «LastName»

«Address1»

«City» «State» «Zip»

You have received this Notice because records of Defendants USRG (California) Inc. and U.S. Residential Group, LLC (“Defendants”) indicate that you are or were employed by Defendants in the State of California during the time period from June 30, 2012 through April 30, 2018 as on-site employees classified as “exempt,” holding the position of “property manager,” “assistant property manager,” “community manager,” “assistant community manager,” “maintenance supervisor,” “assistant maintenance supervisor,” and/or similar job titles.

You do not need to take any action to receive an Individual Settlement Share and your legal rights may be affected.

This Notice is designed to advise you of your rights and options, such as how you can request to be excluded from the Class Settlement, if you so choose.

PLEASE READ THIS NOTICE CAREFULLY. This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Class Settlement.

By order of the Superior Court of California for the County of Los Angeles (the “Court” or “Los Angeles County Superior Court”), in the case entitled *Guadalupe Moya v. USRG (California) Inc., et al.*, Los Angeles County Superior Court, Case No. BC625588 (“Action”), preliminary approval of a proposed class action settlement was granted on February 15, 2019. A hearing shall be held on August 23, 2019 (“Final Approval Hearing”) to determine whether final approval of the settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Guadalupe Moya (“Plaintiff”) and Defendants (Plaintiff and Defendants are collectively referred to as the “Parties”) in the above-entitled action, which may affect your legal rights.

I. DEFINITIONS

“Class” means all individuals who are or were employed by Defendants in the State of California during the Class Period as on-site employees classified as “exempt,” holding the position of “property manager,” “assistant property manager,” “community manager,” “assistant community manager,” “maintenance supervisor,” “assistant maintenance supervisor,” and/or similar job titles.

“Class Member” means a member of the Class.

“Class Period” means the period from June 30, 2012 through April 30, 2018.

II. BACKGROUND OF THE ACTION

On June 30, 2016, Plaintiff commenced the Action and filed the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq (“Complaint”). On February 20, 2019, Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and associated premiums, failed to provide compliant rest breaks and associated premiums, failed to timely pay wages and associated waiting-time penalties, failed to provide accurate wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices and conduct giving rise to penalties under the Private Attorneys General Act (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, attorneys’ fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law, and contend that at all times they have complied with federal, state, and local laws.

The Parties reached a settlement. The Parties entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement"), which was preliminarily approved by the Court on February 15, 2019. The Court has appointed Simpluris, Inc. as the administrator of the settlement ("Settlement Administrator"). The Court has also preliminarily appointed Plaintiff Guadalupe Moya as representative of the Class ("Class Representative") and has preliminarily appointed the following Plaintiff's counsel as counsel for the Class ("Class Counsel"):

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 Share, but you have the opportunity to request exclusion or object to the Class Settlement if you so choose, as explained more fully in Section 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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff or to Class Members. Plaintiff and Defendants, 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.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Class Settlement Amount is Three Hundred Ten Thousand Dollars and Zero Cents (\$310,000.00). The portion of the Class Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the Settlement ("Participating Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Class Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Expenses consisting of attorneys' fees (not to exceed 38% of the Class Settlement Amount, i.e., \$117,800 out of \$310,000.00) and actual litigation costs and expenses (which are currently estimated not to exceed \$30,000) to Class Counsel; (2) Class Representative Enhancement Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff; (3) Settlement Administration Costs (which are currently estimated not to exceed \$6,500) to the Settlement Administrator; and (4) penalties in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) allocated to PAGA ("PAGA Payment"), of which seventy-five percent (75%) (i.e., \$3,750.00) will be paid to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) (i.e., \$1,250.00) will be paid to Class Members who worked for Defendants during the period from May 27, 2015 through April 30, 2018 ("PAGA Period").

Participating Class Members will be entitled to receive payment under the Settlement of their share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks they actually worked for Defendants during the Class Period in the State of California as on-site employees classified as "exempt," holding the title of "property manager," "assistant property manager," "community manager," "assistant community manager," "maintenance supervisor," "assistant maintenance supervisor," and/or similar job titles ("Workweeks"). The total number of Workweeks actually worked by each Class Member ("Individual Workweeks") and the total number of Workweeks actually worked by all Class Members ("Class Workweeks") will be determined. To determine each Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula:

Individual Settlement Share = Individual Workweeks ÷ Class Workweeks x Net Settlement Amount.

Each Individual Settlement Share shall be allocated one third (1/3) as wages ("wages portion"), to be reported on an IRS Form W-2, and two thirds (2/3) as non-wages for interest and penalties ("non-wages portion"), to be reported on an IRS Form 1099. Participating Class Members will be issued payment of their Individual Settlement Shares after reduction for the applicable employee's share of payroll taxes with respect to the wages portion of the Individual Settlement Shares.

Twenty-five percent (25%) of the PAGA Payment (i.e., \$1,250) ("Employee PAGA Portion") will be distributed amongst Class Members who worked for Defendants during the PAGA Period on a *pro rata* basis, based on Workweeks. Each share of the Employee PAGA Portion will be deemed one hundred percent (100%) penalties and will be reported on an IRS Form 1099.

If the Court grants final approval of the Settlement, payments will be mailed to the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment that you may be entitled to.**

B. Your Workweeks Based on Defendants' Records

According to Defendants' records during the Class Period, you worked for «MERGED_WW» Workweeks.

If you wish to dispute the Workweeks credited to you, you must mail or fax a written dispute to the Settlement Administrator, postmarked or fax-stamped **no later than May 10, 2019**, at the address listed in Section IV.B below.

A dispute must contain: (a) the case name and number of the Action (*Moya v. USRG (California) Inc., et al., Los Angeles County Case No. BC625588*); (b) the Class Member's full name, signature, address, and telephone number; (c) a written statement clearly indicating that the Class Member wishes to dispute the number of Workweeks credited to him or her and the number of Workweeks that he or she contends is correctly creditable to him or her; and (d) any evidence showing that the number of Workweeks credited to him or her based on Defendants' records is inaccurate.

C. Your Estimated Individual Settlement Share and, if applicable, Share of the Employee PAGA Portion

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

Under the terms of the Settlement:

- your gross Individual Settlement Share is estimated to be \$«MERGED_EstSettAmnt_CALC». The Individual Settlement Share is subject to reduction for all applicable employee's share of taxes with respect to the wages portion of the Individual Settlement Share.
- your share of the Employee PAGA Portion is estimated to be \$«MERGED_PAGAPortion_CALC».

The settlement approval process may take six months or more. Your Individual Settlement Share and, if applicable, share of the Employee PAGA portion reflected on this Notice are only estimates. Your actual payment(s) may be higher or lower than estimated.

D. Released Claims

Upon the Final Approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the Participating Class Members shall fully, finally, and forever settle, compromise, release, and discharge the Defendants, their officers and directors, and any of their former and present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any ("Released Parties") from any and all claims, rights, demands, liabilities, damages, causes of action, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, that were or could have been pleaded based on, arising from the factual allegations set forth in the First Amended Complaint, including: (i) all claims for failure to pay minimum wages; (ii) all claims for failure to pay overtime; (iii) all claims for failure to provide compliant meal and rest break and associated premium pay; (iv) all claims for the failure to timely pay wages upon termination and associated waiting time penalties; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for failure to provide compliant wage statements; (vii) all claims for the failure to keep requisite payroll records; and (viii) all claims for failure to reimburse business expenses ("Released Claims"), for the entire period from June 30, 2012 through February 15, 2019, that do not arise under PAGA ("Class Settlement"). Released Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, and causes of action, that could potentially arise from the receipt of any monies as a result of this settlement by any Participating Class Member.

Released Claims which do arise under PAGA are referred to as "PAGA Released Claims." Upon the Final Approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the Class Members shall fully, finally, and forever settle, compromise, release, and discharge the Released Parties from any and all PAGA Released Claims ("PAGA Settlement").

E. Attorneys' Fees and Costs

Class Counsel will seek Attorneys' Fees and Costs consisting of attorneys' fees in an amount of up to One Hundred Seventeen Thousand Eight Hundred Dollars and Zero Cents (\$117,800.00) and actual litigation costs and expenses (which are currently estimated not to exceed \$30,000), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Class Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Enhancement Payment

In consideration for her service in connection with the Action, Plaintiff will seek a Class Representative Enhancement Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00), to be paid from the Class Settlement Amount subject to approval by the Court. If awarded, the Class Representative Enhancement Payment shall be paid to Plaintiff in addition to her Individual Settlement Share and share of the Employee PAGA Portion that she is entitled to under the Settlement.

G. PAGA Payment

As explained above, Five Thousand Dollars and Zero Cents (\$5,000.00) of the Class Settlement Amount is allocated for penalties pursuant to PAGA (i.e., PAGA Payment). Pursuant to California Labor Code section 2699(i), and subject to approval by the Court under California Labor Code section 2699(1), seventy-five percent (75%) of the PAGA Penalties (i.e., \$3,750.00) will be paid to the LWDA and the remaining twenty-five percent (25%) of the PAGA Penalties (i.e., \$1,250.00) will be distributed on a *pro rata* basis to Class Members who worked for Defendants during the PAGA Period.

H. Settlement Administration

Payment to the Settlement Administrator, Simpluris, Inc., is estimated to be Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and disputes, calculating Individual Settlement Shares and shares of the Employee PAGA Portion, and distributing payments and tax forms under the Settlement, and will be paid from the Class 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 receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Share and, if applicable, share of the Employee PAGA Portion. Unless you elect to exclude yourself from the Settlement by submitting a Request for Exclusion, 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 Claims against the Released Parties as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Class Settlement described in this Notice, you may seek exclusion from the Class Settlement by mailing or faxing a written request to be excluded from the Class Settlement ("Request for Exclusion") to the Settlement Administrator, postmarked or fax-stamped **no later than May 10, 2019**, at the following address:

Moya v. USRG California Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369- 3780
Fax: (714) 824-8591

The Request for Exclusion must: (a) contain the case name and number of the Action (*Moya v. USRG (California) Inc., et al., Los Angeles County Case No. BC625588*); (b) be signed by the Class Member; (c) contain the name, address, telephone number and the last four digits of the Social Security number of the Class Member; and (d) clearly state that the Class Member does not wish to be included in the Class Settlement.

A Class Member who does not request exclusion from the Class Settlement will be a Participating Class Member and will be bound by all terms of the Settlement Agreement if final approval of the Settlement is granted by the Court.

Any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Share, will not be bound by the Settlement Agreement (and the release of Released Claims, excluding the PAGA Released Claims, stated in Section III.D above), nor have any right to object to, appeal, or comment on the Settlement. A Class Member who timely submits a Request for Exclusion is still bound by the PAGA Settlement and will still be deemed to have released the PAGA Released Claims.

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 to be excluded from the Class Settlement.

Class Member's written objection to the Class Settlement must be mailed or faxed to the Settlement Administrator at the address listed above, postmarked or fax-stamped **no later than May 10, 2019** which must include: (a) the case name and number of the Action (*Moya v. USRG (California) Inc., et al., Los Angeles County Case No. BC625588*); (b) the objector's full name, signature, address, and telephone number, (c) a written statement clearly indicating that the objector wishes to object to the Class Settlement and stating all legal and factual grounds for the objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based or which support the objection.

A Class Member who does not mail a timely and valid objection as specified above will be deemed to have waived all objections and will be foreclosed from making any objections to the Class Settlement, whether by appeal or otherwise. Class Members who submit a valid and timely Request for Exclusion cannot object to the Class Settlement. Class Members only have a right to submit an objection and/or submit a Request for Exclusion with respect to the Class Settlement. Class Members cannot object and cannot exclude themselves from the PAGA Settlement.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Los Angeles County Superior Court, in Department 53 of the Stanley Mosk Courthouse located at 111 North Hill Street, Los Angeles, California 90012, on August 23, 2019, 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 rule on the requests for Attorneys' Fees and Costs, Class Representative Enhancement Payment, and Settlement Administration Costs.

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.

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 Action by visiting the Clerk's Office at the Stanley Mosk Courthouse located at 111 North Hill Street, Los Angeles, California 90012.

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

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: 1-888-369-3780.

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.

AVISO DE ARREGLO DE DEMANDA COLECTIVA

Guadalupe Moya contra USRG (California) Inc., et al.
Tribunal Superior de California, Condado de Los Angeles, Caso N.º BC625588

«Title_Función» «Notice»
SIMID «SIMID»
«FirstName» «LastName»
«Address1»
«City» «State» «Zip»

Usted ha recibido este Aviso porque los registros de los Demandados USRG (California) Inc. y U.S. Residential Group, LLC (“Demandados”) indican que está o estuvo empleado por los Demandados en el estado de California durante el periodo del 30 de junio de 2012 hasta el 30 de abril de 2018 como empleado in situ clasificado como “exento”, desempeñando el puesto de “gerente de la propiedad”, “subgerente de la propiedad”, “gerente de la comunidad”, “subgerente de la comunidad”, “supervisor de mantenimiento”, “supervisor adjunto de mantenimiento” y/o puestos de trabajo similares.

Usted no necesita tomar ninguna medida para recibir una Porción Individual del Arreglo y sus derechos legales pueden verse afectados.

Este Aviso tiene como objetivo informarle de sus derechos y opciones, sobre cómo puede solicitar ser excluido del Arreglo de la Clase, si así lo desea.

POR FAVOR, LEA ESTE AVISO DETENIDAMENTE. Este aviso trata de un arreglo propuesto de una demanda colectiva. Contiene información importante sobre su derecho a objetar o a no ser incluido en el Arreglo de la Clase.

Por orden del Tribunal Superior de California por el Condado de Los Ángeles (el “Tribunal” o “Tribunal Superior del Condado de Los Ángeles”), en el caso titulado *Guadalupe Moya v. USRG (California) Inc., et al.*, Tribunal Superior del Condado de Los Ángeles, Caso N.º BC625588 (“Acción”), se concedió la aprobación preliminar de un arreglo propuesto de demanda colectiva el 15 de febrero de 2019. El 23 de agosto de 2019 se celebrará una audiencia (“Audiencia de Aprobación Final”) para determinar si se debe otorgar la aprobación final del arreglo.

A USTED SE LE NOTIFICA QUE: se ha llegado a un arreglo propuesto de demanda colectiva entre la Demandante Guadalupe Moya (“Demandante”) y los Demandados (a la demandante y los demandados se les refiere colectivamente como las “partes”) en la acción mencionada anteriormente, que puede afectar sus derechos legales.

I. DEFINICIONES

“Clase” significa todas las personas que están o estuvieron empleadas por los Demandados en el estado de California durante el Periodo de la Clase como empleados in situ clasificados como “exentos”, desempeñando el puesto de “gerente de la propiedad”, “subgerente de la propiedad”, “gerente de la comunidad”, “subgerente de la comunidad”, “supervisor de mantenimiento”, “supervisor adjunto de mantenimiento” y/o puestos de trabajo similares.

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

“Periodo de la Clase” significa el periodo desde el 30 de junio de 2012 hasta el 30 de abril de 2018.

II. ANTECEDENTES DE LA ACCIÓN

El 30 de junio de 2016, la Demandante inició la Acción y presentó la Querella de Cumplimiento conforme a la Ley General de Abogados Privados, § 2698, Et Seq del Código Laboral de California (“Querella”). El 20 de febrero de 2019, la Demandante presentó la Primera Querella Enmendada de Demanda Colectiva por Daños y Cumplimiento conforme a la Ley General de Abogados Privados, § 2698, Et Seq. del Código Laboral de California. La Demandante alega que los Demandados no pagaron debidamente los salarios mínimos y de horas extras, no proporcionaron periodos de comida que cumplieran la normativa y las primas asociadas, no proporcionaron periodos de descanso que cumplieran la normativa y las primas asociadas, no pagaron oportunamente los salarios y las penalizaciones por tiempo de espera relacionadas, no proporcionaron estados de salario correctos, no mantuvieron registros de

nómina, no reembolsaron los gastos de empresa, y, por lo tanto, participaron en conducta y prácticas comerciales desleales dando lugar a penalizaciones conforme a la Ley General de Abogados Privados ("PAGA" por sus siglas en inglés). La Demandante solicita, entre otras cosas, la recuperación de los salarios no pagados y las primas de los periodos de comida y de descanso, restitución, penalizaciones, interés, y honorarios y costos de abogados.

Los Demandados niegan todas las alegaciones en la Acción o que hayan infringido cualquier ley, y afirman que han cumplido en todo momento con las leyes federales, estatales y locales.

Las partes llegaron a un acuerdo. Las partes han concertado una Estipulación Conjunta de Demanda Colectiva y Arreglo y Liberación PAGA ("Arreglo" o "Acuerdo del Arreglo"), que fue aprobada de manera preliminar por el Tribunal el 15 de febrero de 2019. El Tribunal ha nombrado a Simpluris, Inc. como administrador del arreglo ("Administrador del Arreglo"). El Tribunal también ha nombrado de manera preliminar a la Demandante Guadalupe Moya como representante de la Clase ("Representante de la Clase") y ha nombrado de manera preliminar a los siguientes abogados demandantes como abogados de la Clase ("Abogados de la Clase"):

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 medida para recibir una Porción Individual del Arreglo, pero tiene la oportunidad de solicitar la exclusión u objetar al Arreglo de la Clase si así lo desea, como se explica con más detalle en la Sección IV más adelante.

El Arreglo representa un compromiso y acuerdo de las reclamaciones sumamente disputadas. Nada en este Arreglo tiene la intención o será interpretado como una admisión por parte de los Demandados de que las reclamaciones en la Acción tengan mérito o que los Demandados tengan cualquier responsabilidad para con la Demandante o los Miembros de la Clase. La Demandante y los Demandados, y sus respectivos abogados, han llegado a la conclusión y acuerdan que, teniendo en cuenta los riesgos e incertidumbres para cada una de las partes de un litigio continuo, el Arreglo es justo, razonable y adecuado, y para el mejor beneficio de los Miembros de la Clase.

III. RESUMEN DEL ARREGLO PROPUESTO

A. Fórmula del Arreglo

La Cantidad del Arreglo de la Clase es de Trescientos Diez Mil Dólares y Cero Céntimos (\$310,000.00). La porción de la Cantidad del Arreglo de la Clase que está disponible para el pago a los Miembros de la Clase que no soliciten una exclusión válida y oportuna del Arreglo ("Miembros Participantes de la Clase") se conoce como la "Cantidad Neta del Arreglo". La Cantidad Neta del Arreglo será la Cantidad del Arreglo de la Clase menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) Honorarios y Gastos de Abogados que consisten en los honorarios de abogados (sin superar el 38 % de la Cantidad del Arreglo de la Clase, es decir, \$117,800 de los \$310,000.00) y los costos y gastos reales de litigio (que se estiman en la actualidad que no excedan de \$30,000) a los Abogados de la Clase; (2) un Pago de Mejora de Representante de la Clase en la cantidad de Cinco Mil Dólares y Cero Céntimos (\$5,000.00) a la Demandante; (3) los Costos de Administración del Arreglo (que actualmente se estiman que no excedan de \$6,500) al Administrador del Arreglo; y (4) penalizaciones en la cantidad de Cinco Mil Dólares y Cero Céntimos (\$5,000.00) adjudicados a PAGA ("Pago PAGA") del que el setenta y cinco por ciento (75 %) del mismo (es decir, \$3,750.00) se pagará a la Agencia del Desarrollo de la Fuerza Laboral ("LWDA" por sus siglas en inglés) y el veinticinco por ciento (25 %) (es decir, \$1,250.00) se pagará a los Miembros de la Clase que trabajaron para los Demandados durante el periodo desde el 27 de mayo de 2015 hasta el 30 de abril de 2018 ("Periodo PAGA").

Los Miembros Participantes de la Clase tendrán derecho a recibir un pago conforme al Arreglo de su porción de la Cantidad Neta del Arreglo ("Porción Individual del Arreglo") basándose en el número de semanas que actualmente trabajaron para los Demandados durante el Periodo de la Clase en el estado de California como empleados in situ clasificados como "exentos", desempeñando el puesto de "gerente de la propiedad", "subgerente de la propiedad", "gerente de la comunidad", "subgerente de la comunidad", "supervisor de mantenimiento", "supervisor adjunto de mantenimiento" y/o puestos de trabajo similares ("Semanas de trabajo"). Se determinará el número total de Semanas de trabajo realmente trabajadas por cada Miembro de la Clase ("Semanas de trabajo Individuales") y el número total de Semanas de trabajo realmente trabajadas por todos los Miembros de la Clase ("Semanas de trabajo de la Clase"). Para determinar la Porción Individual del Arreglo de cada Miembro de la Clase, el Administrador del Arreglo utilizará la siguiente fórmula:

$$\text{Porción Individual del Arreglo} = \text{Semanas de trabajo Individuales} \div \text{Semanas de trabajo de la Clase} \times \text{Cantidad Neta del Arreglo.}$$

A cada Porción Individual del Arreglo se le adjudicará un tercio (1/3) como salarios ("porción de salarios"), y será reportada en un Formulario W-2 del IRS, y dos tercios (2/3) como no salarios por interés y penalizaciones ("porción no salarial"), será reportada en un Formulario 1099 del IRS. A los Miembros Participantes de la Clase se les emitirá un pago de sus Porciones Individuales del Arreglo

después de deducir la porción aplicable de los impuestos de nómina del empleado con respecto a la porción de salarios de las Porciones Individuales del Arreglo.

El veinticinco por ciento (25 %) del Pago PAGA (es decir, \$1,250) ("Porción PAGA del empleado") se distribuirá entre los Miembros de la Clase que trabajaron para los Demandados durante el Periodo PAGA en base prorrateada, en función de las Semanas de trabajo. Cada parte de la Porción PAGA del Empleado se considerará un cien por ciento (100 %) como penalizaciones y será reportada en un Formulario 1099 del IRS.

Si el Tribunal otorga la aprobación final del Arreglo, los pagos se enviarán por correo a la dirección que está archivada con el Administrador del Arreglo. Si la dirección a la que se envió este Aviso no es correcta, o si se muda después de recibir este Aviso, tiene que asegurarse de proporcionar su dirección postal correcta al Administrador del Arreglo a tiempo para asegurarse el recibo del pago al que tiene derecho.

B. Sus Semanas de trabajo basadas en los registros de los Demandados

Según los registros de los Demandados durante el Periodo de la Clase, usted trabajó durante «MERGED_WW» Semanas de trabajo.

Si desea disputar las Semanas de trabajo que se le acreditan, tiene que enviar por correo o por fax una disputa por escrito al Administrador del Arreglo, con matasellos o con sello de fax no más tarde del 10 de mayo de 2019, a la dirección mencionada en la sección IV.B más adelante.

Una disputa tiene que incluir: (a) el nombre del caso y número de la Acción (*Moya v. USRG (California) Inc., et al., Los Angeles County Case No. BC625588*); (b) el nombre completo, firma, dirección y número de teléfono del Miembro de la Clase; (c) una declaración por escrito indicando claramente que el Miembro de la Clase desea disputar el número de Semanas de trabajo que se le acreditan y el número de Semanas de trabajo que afirma ser el correcto acreditable; y (d) cualquier prueba que demuestre que el número de Semanas de trabajo que se le acreditan basándose en los registros de los Demandados es incorrecto.

C. Su Porción de Pago Individual Estimado y, si es aplicable, la Parte de la Porción PAGA del Empleado

Como se explicó anteriormente, su Porción Individual del Arreglo estimada se basa en el número de Semanas de trabajo que se le acreditan.

Conforme a los términos del Arreglo:

- se estima que su Porción Individual bruta del Arreglo es \$«MERGED_EstSettAmnt_CALC». La Porción Individual del Arreglo está sujeta a una reducción por todos los impuestos aplicables del empleado con respecto a la porción de salarios de la Porción Individual del Arreglo.
- se estima que su parte de la Porción PAGA del Empleado es \$«MERGED_PAGAPortion_CALC».

El proceso de aprobación del arreglo puede tomar seis meses o más. Su Porción Individual del Arreglo y, si aplica, la parte de la porción PAGA del Empleado que se indica en este Aviso solo son estimaciones. Su pago (o pagos) reales pueden ser mayores o menores de los estimados.

D. Reclamaciones Liberadas

Tras la Aprobación Final por parte del Tribunal de este Acuerdo del Arreglo, y salvo aquellos derechos o reclamaciones que puedan ser creados por este Acuerdo del Arreglo, los Miembros Participantes de la Clase plena, finalmente y para siempre resuelven, acuerdan, liberan y exoneran a los Demandados, sus funcionarios y directores, y a cualquiera de sus matrices, subsidiarias, filiales, divisiones, corporaciones bajo control común, predecesores, sucesores y cesionarios pasados o presentes, así como a todos los funcionarios, directores, empleados, socios, accionistas y agentes, abogados, aseguradores y cualquier otro sucesor, cesionario o representante legal pasados o presentes, si los hay ("Partes Liberadas") de todas y cada una de las reclamaciones, derechos, demandas, responsabilidades, daños, causas de acción, salarios, beneficios, gastos, penalizaciones, deudas, obligaciones, honorarios de abogados, costos, cualquier otra forma de desagravio o recurso legal, de equidad o de cualquier índole o naturaleza, ya sean conocidos o desconocidos, sospechados o no sospechados, que fueron o pudieran haber sido alegados basándose en, surgiendo de las alegaciones factuales establecidas en la Primera Querella Enmendada, incluyendo: (i) todas las reclamaciones por no pagar los salarios mínimos; (ii) todas las reclamaciones por no pagar las horas extras; (iii) todas las reclamaciones por no proporcionar periodos de comida y de descanso de acuerdo a la normativa y el pago de prima asociado; (iv) todas las reclamaciones por no pagar oportunamente los salarios a la terminación del empleo y las penalizaciones asociadas con el tiempo de espera; (v) todas las reclamaciones por no pagar oportunamente los salarios durante el empleo; (vi) todas las reclamaciones por no proporcionar estados de salario de acuerdo a la normativa; (vii) todas las reclamaciones por no mantener los registros de nómina requeridos; y (viii) todas las reclamaciones por no reembolsar los gastos de empresa ("Reclamaciones Liberadas"), por todo el periodo desde el 30 de junio de 2012 hasta el 15 de febrero de 2019, que no surjan conforme a PAGA ("Arreglo de la Clase"). Reclamaciones Liberadas también significa cualquiera de las reclamaciones, derechos, demandas, responsabilidades, daños, salarios, beneficios, gastos, penalizaciones, deudas, obligaciones, honorarios de abogados, costos, cualquier otra forma de desagravio o recurso legal, de equidad, o de cualquier índole o naturaleza, ya sea conocido o desconocido, sospechado o no sospechado, y causas de acción, que pudieran potencialmente surgir del recibo de cualquier dinero como resultado de este arreglo por cualquier Miembro Participante de la Clase.

A las Reclamaciones Liberadas que surjan conforme a PAGA se les denomina "Reclamaciones Liberadas PAGA". Tras la Aprobación Final por parte del Tribunal de este Acuerdo del Arreglo, y salvo aquellos derechos o reclamaciones que puedan ser creados por este Acuerdo del Arreglo, los Miembros de la Clase plena, finalmente y para siempre resuelven, acuerdan, liberan y exoneran a las Partes Liberadas de todas y cada una de las Reclamaciones Liberadas PAGA ("Arreglo PAGA").

E. Honorarios y Costos de Abogados

Los Abogados de la Clase solicitarán Honorarios y Costos de Abogados que consisten en los honorarios de abogados en una cantidad de hasta Ciento Diecisiete Mil Ochocientos Dólares y Cero Céntimos (\$117,800.00) y los costos y gastos reales de litigio (que se estiman en la actualidad que no excedan de \$30,000), sujetos a la aprobación del Tribunal. Todos los Honorarios y Costos de Abogados adjudicados por el Tribunal se pagarán de la Cantidad del Arreglo de la Clase. Los Abogados de la Clase han estado procesando la Acción en nombre de la Demandante y los Miembros de la Clase en base de contingencia (es decir, sin ser pagados ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos de litigio.

F. Pago de Mejora de Representante de la Clase

En consideración por su servicio en relación con la Acción, la Demandante solicitará un Pago de Mejora de Representante de la Clase en la cantidad de Cinco Mil Dólares y Cero Céntimos (\$5,000.00), a pagar de la Cantidad del Arreglo de la Clase sujeto a la aprobación del Tribunal. Si se adjudica, el Pago de Mejora de Representante de la Clase se pagará a la Demandante además de su Porción Individual del Arreglo y la parte de la Porción PAGA de Empleado a la que tiene derecho conforme al Arreglo.

G. Pago PAGA

Como se explicó anteriormente, Cinco Mil Dólares y Cero Céntimos (\$5,000.00) de la Cantidad del Arreglo de la Clase se asignarán por las penalizaciones en virtud de PAGA (es decir, el Pago PAGA). En virtud del artículo 2699(i) del Código Laboral de California, y sujeto a la aprobación del Tribunal conforme al artículo 2699(i) del Código Laboral de California, el setenta y cinco por ciento (75 %) de las Penalizaciones PAGA (es decir, \$3,750.00) se pagarán a la LWDA y el restante veinticinco por ciento (25 %) de las Penalizaciones PAGA (es decir, \$1,250.00) se distribuirá en base proporcional a los Miembros de la Clase que trabajaron para los Demandados durante el Periodo PAGA.

H. Administración del Arreglo

El pago al Administrador del Arreglo, Simpluris, Inc. se estima en Seis Mil Quinientos Dólares y Cero Céntimos (\$6,500.00) por los costos del aviso y el proceso de administración del arreglo, incluyendo, pero sin limitarse a, el gasto de la notificación a los Miembros de la Clase del Arreglo, procesar las solicitudes de exclusión, objeciones, disputas, calcular las Porciones Individuales del Arreglo y las partes de la Porción PAGA de Empleado, y distribuir los pagos y formularios fiscales conforme al Arreglo, y se pagarán de la Cantidad del Arreglo de la Clase, sujeto a la aprobación del Tribunal.

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

A. Participar en el Arreglo

Si desea recibir dinero del Arreglo, no tiene que hacer nada. A usted se le emitirá automáticamente su Porción Individual del Arreglo y, si procede, la parte de su Porción PAGA de Empleado. A menos que decida excluirse del Arreglo presentando una Solicitud de Exclusión, usted estará obligado por los términos del Arreglo y por cualquier sentencia que pueda haberse dictado por el Tribunal basada en lo anterior, y se considerará que ha liberado las Reclamaciones Liberadas contra las Partes Liberadas como se describe en la sección III.D anterior. Como Miembro de la Clase, no será responsable por separado por el pago de los honorarios de abogados o el reembolso de los gastos de litigio, a menos que contrate a su propio abogado, en cuyo caso, usted será responsable de sus propios honorarios y gastos de abogado.

B. Solicitud de Exclusión del Arreglo

Si no desea participar en el Arreglo de la Clase que se describe en este Aviso, puede solicitar la exclusión del Arreglo de la Clase enviando por correo o por fax una solicitud por escrito para ser excluido del Arreglo de la Clase ("Solicitud de Exclusión") al Administrador del Arreglo, con matasellos o sello de fax **no más tarde del 10 de mayo de 2019**, a la siguiente dirección:

Moya v. USRG California Inc.
P.O. Box 26170
Santa Ana, CA 92799
Teléfono: (888) 369- 3780
Fax: (714) 824-8591

La Solicitud de Exclusión tiene que: (a) incluir en nombre del caso y número de la Acción (*Moya v. USRG (California) Inc., et al., Los Angeles County Case No. BC625588*); (b) estar firmada por el Miembro de la Clase; (c) incluir el nombre, dirección, número de

teléfono y los últimos cuatro dígitos del número de Seguro Social del Miembro de la Clase; y (d) indicar claramente que el Miembro de la Clase no desea estar incluido en el Arreglo de la Clase.

Un Miembro de la Clase que no solicite la exclusión del Arreglo de la Clase será un Miembro Participante de la Clase y estará obligado por todos los términos del Acuerdo del Arreglo si se otorga la aprobación final del Arreglo por parte del Tribunal.

Un Miembro de la Clase que presente una Solicitud de Exclusión válida y oportunamente no tendrá derecho a recibir una Porción Individual del Arreglo, no estará obligado por el Acuerdo del Arreglo (y la liberación de las Reclamaciones Liberadas, excluyendo las Reclamaciones Liberadas PAGA, que se indican en la sección III.D anterior), ni tendrá derecho a objetar, apelar o hacer comentarios sobre el Arreglo. Un Miembro de la Clase que presente oportunamente una Solicitud de Exclusión está todavía obligado por el Arreglo PAGA y se considerará que ha liberado las Reclamaciones Liberadas PAGA.

C. Objetar al Arreglo de la Clase

Usted puede objetar a los términos del Arreglo de la Clase siempre y cuando no haya presentado una solicitud para ser excluido del Arreglo de la Clase.

La objeción por escrito al Arreglo de la Clase del Miembro de la Clase tiene que ser enviada por correo o por fax al Administrador del Arreglo a la dirección indicada anteriormente, con matasellos o sello de fax **no más tarde del 10 de mayo de 2019** y tiene que incluir: (a) el nombre del caso y el número de la Acción (*Moya v. USRG (California) Inc., et al., Los Angeles County Case No. BC625588*); (b) el nombre completo, firma, dirección y número de teléfono del objetor; (c) una declaración por escrito indicando claramente que el objetor desea objetar al Arreglo de la Clase e indicar todas las bases legales y factuales para la objeción; y (d) copias de cualquier papel, informe u otros documentos en los que se base la objeción o que la respalde.

Un Miembro de la Clase que no envíe por correo una objeción oportuna y válida como se especifica más arriba se considerará haber renunciado a todas las objeciones y no se le permitirá hacer objeciones al Arreglo de la Clase, ya sea por apelación o de otra manera. Los Miembros de la Clase que presenten una Solicitud de Exclusión válida y oportuna no pueden objetar al Arreglo de la Clase. Los Miembros de la Clase solamente tienen derecho a presentar una objeción y/o presentar una Solicitud de Exclusión con respecto al Arreglo de la Clase. Los Miembros de la Clase no pueden objetar ni pueden excluirse del Arreglo PAGA.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en el Tribunal Superior del Condado de Los Ángeles, en la Sala 53 del Palacio de Justicia Stanley Mosk ubicado en 111 North Hill Street, Los Angeles, California 90012, el 23 de agosto de 2019, a las 10:00 a.m., para determinar si el Arreglo debe ser aprobado definitivamente como justo, razonable y adecuado. El Tribunal también solicitará una determinación sobre las solicitudes de los Honorarios y Costos de Abogados, el Pago de Mejora de la Representante de la Clase, y los Costos de Administración del Arreglo.

La audiencia puede continuar sin más aviso a los Miembros de la Clase. No es necesario que usted comparezca en la Audiencia de Aprobación Final.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Arreglo. Para los términos precisos y las condiciones del Acuerdo del Arreglo, debe revisar el Acuerdo del Arreglo detallado y otros documentos que se encuentran archivados en el Tribunal. Puede ver el Acuerdo del Arreglo y los documentos archivados en la Acción visitando la Oficina del Secretario en el Palacio de Justicia Stanley Mosk ubicado en 111 North Hill Street, Los Angeles, California 90012.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ARREGLO.

SI TIENE PREGUNTAS, PUEDE LLAMAR AL ADMINISTRADOR DEL ARREGLO AL SIGUIENTE NÚMERO GRATUITO: 1-888-369-3780.

TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DE LA CLASE SI TIENE PREGUNTAS.

EXHIBIT B



Class Action Settlement Administration

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

Estimate #	9045	Prepared By	Michael Sutherland
Estimate Date	10/18/2018	Direct Dial #	321-223-5067
Estimate Expiration Date	1/16/2019	Email	msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: **Danielle Chang**
Firm: **Lawyers for Justice**
Email: **<d.chang@lfjpc.com>**

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: MG-USRG-5588: Opt Out Settlement

Anticipated Total Cost	\$5,098
Professional Courtesy	\$798
Capped Fee*	\$4,300

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) Case setup and Notification fees to be invoiced prior to mailing.

Total Possible Class Size:	60	Undeliverable Rate:	20%
Response Rate:	1%	Call Rate:	10%
Length of Response Period:	60	Fund Distribution:	Simpluris
Mailing Document Language:	English?Spanish	Redistribution:	No
Reminder Post Card	No		

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$75.00	3	\$225.00
Translation	\$0.25	1250	\$312.50
Database Manager - Initial Data Analysis	\$140.00	3	\$420.00
		Total	\$957.50

Notification

Mailing Notice Pack - Notice - 10 pages in English and Spanish - cure letter in response to deficient Request for Exclusion - Double Sided - English/Spanish			
Category	Unit Value	# of Units	Total
Mailing Notice Pack	\$1.00	60	\$60.00
Postage	\$0.48	60	\$28.80
NCOA/CASS/LACS	\$50.00	1	\$50.00
Undeliverable Processing	\$0.25	12	\$3.00
Skip Trace RUM	\$3.00	12	\$36.00
Remail	\$1.25	10	\$12.75
Postage	\$0.49	9	\$4.50
Clerical	\$50.00	1	\$50.00
		Total	\$245.05

Call Center

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	1	\$37.50
800 # Charges	\$0.10	60	\$6.00
		Total	\$43.50



Class Action Settlement Administration

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

Claims Administration

Process Mail Opt-Outs or Objections			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Dificiencies-Send One Cure Letter	\$1.50	1	\$0.95
Opt Out Processing	\$1.00	0	\$0.42
Data Entry	\$50.00	1	\$50.00
Claims Administrator	\$75.00	1	\$75.00
Project Manager	\$125.00	1	\$125.00
Declaration of Settlement Administration	\$300.00	1	\$300.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$751.37

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members 1099s/W-2s File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation			
Individual Settlement Payment checks containing FLESA language			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	2	\$280.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$75.00	4	\$300.00
Print & Mail-Check, PC, /1099s/W-2s	\$3.00	60	\$180.00
Postage	\$0.48	60	\$28.80
Process Returned Checks	\$0.50	1	\$0.30
Skip Trace Search Undeliverable Checks	\$5.00	1	\$3.00
Remail Checks	\$4.00	1	\$2.40
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	1	\$3.00
Reissuing W2s/1099s	\$5.00	1	\$3.00
Disbursement Agent	\$75.00	1	\$75.00
Responding to IRS, State, Agency Inquiries	\$75.00	0	\$0.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$2,925.50



Class Action Settlement Administration

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

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	0	\$0.00
Total			\$175.00

Total Case Costs

\$5,097.91

simpluris

Class Action Settlement Administration

800-779-2104 • www.simpluris.com
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

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