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Attorneys for Plaintiff JOSE R. LOYA MEDINA
As an individual on behalf of himself and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF GLENN

JOSE R. LOYA MEDINA, as an individual
on behalf of himself and on behalf of all
others similarly situated,

Plaintiff,

v.

RUMIANO CHEESE CO., a California
Corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: 22CV02958

COMPLEX CASE

*[Assigned for all purposes to the Hon. Alicia
Ekland, Dept. 2]*

**DECLARATION OF JARROD SALINAS
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: May 8, 2024

Time: 2:30 pm

Dept. 2

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for the above captioned case. (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On January 26, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and Workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained 386 individuals identified as Class Members.

1 4. On February 6, 2024, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous 4 years and
4 notified the U.S. Postal Service of their change of address.

5 5. On February 16, 2024, Phoenix mailed the Notice via U.S. first class mail, in English
6 and Spanish, to all 386 Class Members on the Class List. A true and correct copy of the mailed
7 Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, 28 Notices have been returned to Phoenix. None
9 were returned with a forwarding address. For the 28 Notices returned from the Post Office without
10 a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion
11 TLOxp, one of the most comprehensive address databases available for skip tracing. Of the 28
12 Notices that were skip traced, 21 updated addresses were obtained, and the Notice was promptly re-
13 mailed to those Class Members via first class mail.

14 7. As of the date of this declaration, 7 Notices remain undeliverable, because an
15 updated address could not be obtained via skip trace.

16 8. As of the date of this declaration, Phoenix has received 2 Request for Exclusion from
17 Class Members. The deadline to request exclusion from the Class Settlement was April 1, 2024.
18 The 2 Class Members who opted out are Candelaria Guzman Torres and Pedro Tovar Torres.

19 9. As of the date of this declaration, Phoenix has received zero Notices of Objection
20 from Class Members. The deadline for objecting to the Class Settlement was April 1, 2024.

21 10. As of the date of this declaration, Phoenix has received zero Workweek disputes
22 from Class Members. The deadline for submitting a dispute was April 1, 2024.

23 11. There are 384 Class Members who did not submit timely and valid Requests for
24 Exclusion and are therefore deemed Settlement Class Members, representing 99.49% of the Class.
25 Settlement Class Members have worked a collective total of 47,248 Workweeks during the Class
26 Period.

27 12. The Net Settlement Amount of \$371,766.84, available to pay Settlement Class
28 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$213,333.33),

1 and Class Counsel costs (\$17,760.15), the LWDA Payment (\$15,000.00), the employer side taxes
2 (\$11,039.68), and the requested Settlement Administration Costs (\$11,000.00) from the Gross
3 Settlement Amount (\$640,000.00).

4 13. Based upon the calculations stipulated in the Settlement, the highest Individual
5 Settlement Share to be paid is approximately \$2,274.44, the lowest Individual Settlement Share to
6 be paid is approximately \$7.76, while the average Individual Settlement Share to be paid is
7 approximately \$955.12. Settlement Class Members will be issued payment of their Individual
8 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
9 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
10 Settlement Payment").

11 14. Additionally, \$20,000.00 of the Gross Settlement Amount has been allocated toward
12 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
13 \$15,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
14 or \$5,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
15 are or were employed by Defendant during the PAGA Period. The highest Individual PAGA
16 Payment to be paid is approximately \$27.71, and the average Individual PAGA Payment to be paid
17 is approximately \$19.76.

18 15. Phoenix's costs associated with the administration of this matter are \$11,000.00.
19 This includes all costs incurred to date, as well as estimated costs involved in completing the
20 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as

21 **Exhibit B.**

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

24 Executed this 10th day of April 2024, at Orange, California.

25
26 
27 JARROD SALINAS
28

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF GLENN

**IF YOU WORKED AS AN HOURLY NON-EXEMPT EMPLOYEE FOR RUMIANO CHEESE CO., YOU MAY OBTAIN
PAYMENTS FROM A SETTLEMENT REACHED IN A PROPOSED CLASS ACTION AND PAGA LAWSUIT**

PLEASE READ THIS NOTICE CAREFULLY. YO3

UR RIGHTS MAY BE AFFECTED.

This Notice is court approved. This is not a solicitation from an attorney.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	Receive compensation but lose rights to sue separately. If you do nothing, you will receive compensation for your claims alleged in this lawsuit. You will also give up your rights to ever sue Rumiano Cheese Co. about any of the claims in this case.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Get no compensation but keep rights to sue separately. If you ask to exclude yourself from the settlement you will not receive any compensation from the settlement, but you will keep your rights to file a separate claim. Please be advised, however, that the time limits for filing a separate claim may have expired.
OBJECT OR COMMENT	Tell the Court why you like or don't like the settlement. You may write to the Court, or you may appear personally or through your own attorney and your own expense and tell the Court about why you do or do not like the settlement. You must remain a part of the lawsuit to comment or object to the settlement, and you cannot object if you also ask to be excluded.
These rights and options – and the time deadlines for exercising them – are explained further in this Notice.	

1. WHY DID I GET THIS NOTICE?

You have received this Notice because we believe that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the lawsuit *Jose R. Loya Medina v. Rumiano Cheese Co.*, County of Glenn Superior Court, Case Number 22CV02958 (the “Lawsuit”). This Notice is being sent to you by the order of the Glenn County Superior Court, which preliminarily approved the settlement and conditionally certified the Settlement Class on December 20, 2023.

This Notice informs you of the terms of the proposed settlement, describes your rights and options in connection with the settlement, and explains what steps you may take to participate in, object to, or exclude yourself from, the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.**

2. WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiff Jose R. Loya Medina (“Plaintiff”) on behalf of individuals who worked as hourly non-exempt employees for Rumiano Cheese Co. (“Rumiano” or “Defendant”), and the settlement of the Lawsuit covers all hourly non-exempt employees who worked for Rumiano in California between March 5, 2018, and October 12, 2023.

The Lawsuit alleges Rumiano failed to pay Class Members for all hours worked, including minimum and overtime hours, failed to provide all meal and rest breaks required under California law, failed to reimburse certain business expenses, and engaged in unfair competition. The Lawsuit also seeks related penalties for alleged inaccurate wage statements, as well as civil penalties under the California Private Attorneys General Act, Cal. Labor Code sections 2698, *et seq.* (“PAGA”). Rumiano denies each and all of the claims and contentions alleged by the Plaintiff. The Court has not made any rulings regarding the merits of the Lawsuit.

After engaging in extensive investigation and a full-day mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiff and Defendant agreed on a class settlement that was preliminarily approved by the Court on December 20, 2023. Plaintiff and Class Counsel support the settlement.

The settlement represents a compromise of highly disputed claims. Nothing in the settlement is intended to or will be construed as an admission by Rumiano that Plaintiff’s claims in the Lawsuit have merit or that it has any liability to Plaintiff or the Class on those claims.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation and trial.

3. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All individuals who are current or former hourly non-exempt employees of Rumiano, who worked (1) either directly for Rumiano and not ever through a staffing agency or (2) initially began performing work at any of Rumiano’s locations via a staffing agency and then became a direct employee of Rumiano at any location in California, at any time from March 5, 2018, through October 12, 2023 are included in the Class. All individuals who are current or former hourly non-exempt employees of Rumiano, who worked (1) either directly for Rumiano and not ever through a staffing agency or (2) initially began performing work at any of Rumiano’s locations via a staffing

agency and then became a direct employee of Rumiano at any location in California, at any time from August 28, 2021 through October 12, 2023 (the “PAGA Period”) are included in the settlement of claims under PAGA.

According to Rumiano’s records, you are a member of the Class and eligible for payments under the settlement. If you are still not sure if you are entitled to participate in the settlement, please call (800) 523-5773.

4. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Rumiano will pay Six Hundred Forty Thousand Dollars and Zero Cents (\$640,000.00) (“Total Maximum Settlement Amount”) following final Court approval of the Settlement.

The released claims (“Released Claims”) include any and all claims arising during the Class Period for: (i) failure to pay minimum wages and liquidated damages; (ii) failure to pay overtime wages; (iii) failure to provide legally-compliant meal breaks; (iv) failure to provide legally-compliant rest breaks; (v) failure to provide accurate itemized wage statements; (vi) failure to reimburse for business expenses; (vii) violation of the Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*); and (viii) for penalties under the Private Attorneys General Act as alleged in the operative First Amended Complaint, or that could have been alleged based on the factual allegations of the First Amended Complaint. The PAGA claims and allegations released include that Defendant failed to pay all wages due (including minimum, straight and overtime wages), failed to provide legally-compliant meal breaks, failed to pay meal premium pay, failed to provide legally-compliant rest breaks, failed to pay rest premium pay, failed to provide timely and/or accurate final paychecks, failed to provide accurate itemized wage statements, failed to reimburse for business expenses, committed recordkeeping violations, failed to provide suitable seating, refused to make payment, engaged in statutory wage violations, failed to provide standard conditions under the wage orders, engaged in unlawful agreements and unlawful criminal history inquiries, and failed to comply with the California paid sick leave laws. The Released Claims do not include any claims that cannot be released as a matter of law.

Upon full satisfaction of all obligations within the settlement agreement, all Participating Class Members will be deemed to have released the Released Claims, and the LWDA and all PAGA Group Members will be deemed to have released the Released Claims brought under PAGA, and will be barred from bringing or prosecuting any of the Released Claims against Rumiano; including its past or present principals, shareholders, directors, officers, employees, agents, insurers and attorneys, as well as all of Rumiano’s respective subsidiaries, divisions, parents, affiliates, predecessors, successors and assigns, and their respective principals, shareholders, directors, officers, employees, agents, insurers and attorneys.

After attorney’s fees and costs, a service payment to each Plaintiff, a payment to the California Labor & Workforce Development Agency, and settlement administration costs are deducted from the Total Maximum Settlement Amount, the remaining “Net Settlement Sum” will be distributed to Participating Class Members.

Subject to Court approval, the Total Maximum Settlement Amount will be allocated as follows:

- **Individual Settlement Payment:** Each Participating Class Member will receive a payment based the total number of “Qualifying Workweeks” they were employed by Rumiano as an hourly non-exempt employee in California during the relevant time period.

Individual Settlement Payments will be calculated as follows: first, the Net Settlement Sum will be divided by the total number of Qualifying Workweeks worked by all of the Class Members to determine the “Weekly Amount.” Second, the number of Qualifying Workweeks worked by each individual Class Member will be multiplied by the Weekly Amount to arrive at each person’s Individual Settlement Payment.

Your estimated Individual Settlement Payment is set forth in Section 5 below.

- **Class Counsel’s Attorney’s Fees and Costs:** Class Counsel will request from the Court no more than one-third (1/3) of the Total Maximum Settlement Amount (\$213,333.33) as attorney’s fees for litigation and resolution of the Lawsuit. Class Counsel will also request from the Court reimbursement for litigation costs advanced on behalf of the Class, which are estimated to be no more than \$25,000.00. Any amount ordered by the Court for Class Counsel’s attorney’s fees and costs will be paid from the Total Maximum Settlement Amount.
- **PAGA Payment:** \$20,000.00 from the Total Maximum Settlement Amount is allocated for payment alleged civil penalties under PAGA. Upon Court approval, 75% of the PAGA Payment (\$15,000.00) will be paid to the California Labor & Workforce Development Agency, and 25% (\$5,000.00) of the PAGA Payment will be distributed as part of the Net Settlement Sum. Individuals who worked for Rumiano as an hourly non-exempt employee in California during the PAGA Period will receive a share of the PAGA Payment, which will be calculated as follows: the amount available for distribution (\$5,000.00) will be divided by the total number of Qualifying Workweeks worked by all of the eligible Class Members to determine the “PAGA Weekly Amount.” Second, the number of Qualifying Workweeks worked by each individual eligible Class Member will be multiplied by the PAGA Weekly Amount to arrive at each eligible person’s individual share. If you are eligible for this payment your individual share is set forth in Section 5 below.
- **Settlement Administration:** The costs of settlement administration will not exceed \$15,000.00, which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court will be paid from the Total Maximum Settlement Amount.
- All checks issued to Participating Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After the check expiration date, the money corresponding to any unclaimed or uncashed checks will be sent to the California State Controller’s Unclaimed Property Fund.

5. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT, AND HOW MUCH WILL I RECEIVE?

You do not need to do anything to receive a payment from the settlement.

Rumiano's records show that, while you worked as an hourly non-exempt employee in California during the relevant time period, you worked a total of <<**Class Weeks**>>. Accordingly, your anticipated Individual Settlement Payment is \$<<**Class Amt**>>. Based on that same information, your share of the PAGA payment, if any, is \$<<**PAGA Amt**>>. The actual amount(s) may vary somewhat based on the actual implementation of the settlement.

One-third of your settlement award will be issued in a check(s) representing unpaid wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax purposes (just like a paycheck). Two-thirds of your settlement award, as well as any amounts under PAGA, will be issued in a check(s) representing expenses, penalties, and interest, and you will be issued an IRS Form 1099 for tax purposes. You will need to speak with an accountant or other tax professional about any tax issues related to your settlement checks.

If you dispute the information about the amount of your anticipated settlement share, you must advise the Settlement Administrator and follow the steps below to substantiate your dispute.

To dispute the amount of your anticipated settlement share you must send in the mail any records (such as paystubs, pay checks or other records) supporting your calculation of the total number of weeks you were employed by Rumiano in an hourly non-exempt position in California along with a letter explaining the dispute, and be sure to include the last four digits of your social security number by April 1, 2024. The date of the postmark will determine if it was timely mailed. The Settlement Administrator will review the information you submit along with Rumiano's records and make a determination as to the correct amount of your settlement share.

The Settlement Administrator is:

Loya Medina v. Rumiano Cheese Co. Settlement Administration
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

6. WHAT AM I GIVING UP TO STAY IN THE CLASS AND GET COMPENSATION?

Unless you ask to be excluded, you will remain a part of the Settlement Class, and that means you cannot sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in *this* case. It also means all of the Court's orders will apply to you and legally bind you. If you stay in the Settlement Class, you will be deemed to have released and discharged Rumiano as well as any and all of its principals, shareholders, directors, officers, employees, agents, insurers and attorneys, as well as all of Rumiano's respective subsidiaries, divisions, parents, affiliates, predecessors, successors and assigns, and their respective principals, shareholders, directors, officers, employees, agents, insurers and attorneys, from all claims, causes of action and factual or legal theories that were alleged on behalf of Settlement Class in the operative complaint in the Lawsuit, or reasonably could have been alleged based on the facts and legal theories contained in the complaint in the Lawsuit (the "Released Claims."). The period of the Release shall extend to the limits of the Class Period of March 5, 2018, through October 12, 2023, and the PAGA Period of August 28, 2021 to October 12, 2023 as to all claims under PAGA.

The Settlement Agreement contains additional details about the scope of the Release and Released Claims, and you may obtain a copy from the Settlement Administrator or Class Counsel listed below.

7. DO I HAVE A LAWYER IN THIS CASE?

The Court has decided the law firm below is qualified to represent you and the Settlement Class. This law firm is called "Class Counsel."

Crosner Legal, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, California, 90210
Telephone: (866) 276-7637

If you want to be represented by your own lawyer, you may hire one at your own expense.

8. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from, or "opt out" of, the settlement. To do so, you must submit a written opt out request to the Settlement Administrator at the following address:

Loya Medina v. Rumiano Cheese Co. Settlement Administration
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

To exclude yourself from the Settlement, you must send a letter that (1) states your name, address, telephone number, and last four digits of your social security number; (2) is signed by you; and (3) is mailed by first-class mail no later than April 1, 2024, to the Settlement Administrator at the above address. The date of the postmark will determine if your opt out request was timely mailed. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Total Maximum Settlement Amount, including the Release described in this Notice. If your Request for Exclusion Form is defective in any way, the Settlement Administrator will notify you by mail and you will have one opportunity to fix any defects, and the deadline for you to opt out of the class action settlement will be extended to April 15, 2024.

If you timely mail a complete and valid request for exclusion, you will no longer be a member of the class and you will not be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the settlement allocated to PAGA penalty payments. Except for the release of claims under PAGA, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against the Defendant. Individuals otherwise meeting the definition of Class Members who exclude themselves from the class pursuant and were employed directly by Rumiano during the PAGA Period shall still receive a payment for the amount of each such individual's share of the PAGA Payment and shall still be bound by the release of claims under PAGA.

9. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has **not** asked to be excluded from the settlement may object to the proposed settlement either in writing, by appearing at the Final Fairness Hearing in person or through an attorney at your own expense, or both. The Final Approval Hearing is scheduled to take place on May 8, 2024, at 2:30 p.m., in Department 2 of the Superior Court of the State of California for the County of Glenn, located at 821 East South Street, Orland, California 95963.

If you submit a written objection, it must: (1) state your full name, address and telephone number; (2) provide a written statement of all grounds for the objection; (3) state the last four digits of your social security number (4) be signed by you or your counsel; and (5) clearly identify the case name and number. The case name is "Jose R. Loya Medina v. Rumiano Cheese Co." and the case number is "22CV02958."

You must submit your written objection and all supporting papers if any to the Settlement Administrator by mailing to the following address:

*Loya Medina v. Rumiano Cheese Co. Settlement Administration
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863*

To be valid, your written objection and all supporting papers must be postmarked on or before April 1, 2024.

If you do not submit a written objection, you may still appear at the Final Fairness Hearing and make your objection to the Court.

You cannot both exclude yourself from the Settlement and object to the Settlement. If you submit both a Request for Exclusion and an Objection, the Settlement Administrator will contact you by mail to advise that you must either withdraw the Request for Exclusion in order to object or withdraw the Objection in order to exclude yourself from the Settlement. If you do not respond to the Settlement Administrator, your Objection will be deemed invalid, and you will be deemed to have opted out of the Settlement.

10. WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the Settlement whether or not they receive or timely cash their Individual Settlement Payment. Final approval of the Settlement will bar any Class Member who does not request to be excluded from the Settlement from initiating a lawsuit or proceeding regarding the Released Claims.

11. THE FINAL FAIRNESS HEARING

The Final Approval Hearing is scheduled to take place on May 8, 2024, at 2:30 p.m., in Department 2 of the Superior Court of the State of California for the County of Glenn, located at 821 East South Street, Orland, California 95963. The date and time may change without further notice to the Class.

At the Final Fairness Hearing, the Court will make a final decision whether to approve the settlement and will also decide what amounts will be awarded to Class Counsel for attorney's fees and costs.

12. FURTHER INFORMATION

This Notice is only a summary of the settlement. **IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, or wish to see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice), the Court's Preliminary Approval Order, the operative complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this settlement, you may contact the Settlement Administrator at (800) 523-5773, or you may contact Class Counsel listed above. Please refer to the "Loya Medina v. Rumiano Cheese Co. Class Action Settlement." You may also view the Court's entire file, including the documents listed above, online on the Santa Cruz County Superior Court's website www.glenn.courts.ca.gov. After arriving at the website, click the 'Case Search' link, then click the 'Access Now' and 'Smart Search' links, enter the case number "22CV02958", and images of every document filed in the case may be viewed via the "Register of Actions."

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT WITH QUESTIONS OR FOR INFORMATION REGARDING THIS SETTLEMENT

**TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE GLENN**

**SI USTED TRABAJÓ COMO EMPLEADO POR HORA NO EXENTO PARA RUMIANO CHEESE CO., PUEDE
OBTENER PAGOS DE UN ACUERDO ALCANZADO EN UNA DEMANDA COLECTIVA PROPUESTA Y UNA
DEMANDA PAGA**

LEA ATENTAMENTE ESTE AVISO. SUS DERECHOS PUEDEN VERSE AFECTADOS.

Este aviso ha sido aprobado por los tribunales. No es una solicitud de un abogado.

SUS DERECHOS Y OPCIONES LEGALES EN EL ACUERDO	
NO HACER NADA	Recibirá una indemnización pero perderá el derecho a Demandar por separado. Si no hace nada, recibirá una compensación por sus reclamaciones alegadas en esta Demanda. También renunciará a sus derechos de Demandar alguna vez a Rumiano Cheese Co. sobre cualquiera de las reclamaciones de este caso.
EXCLUIRSE DEL ACUERDO	No recibirá ninguna indemnización pero conservará los derechos a Demandar por separado. Si solicita excluirse del Acuerdo no recibirá ninguna compensación de este, pero conservará sus derechos a presentar una reclamación por separado. No obstante, tenga en cuenta que los plazos para presentar una reclamación por separado pueden haber expirado.
OBJETAR O COMENTAR	Comente al Tribunal por qué le gusta o no el Acuerdo. Puede escribir al Tribunal, o puede comparecer personalmente o a través de su propio abogado y a sus expensas y decirle al Tribunal por qué le gusta o no el Acuerdo. Debe seguir siendo parte del pleito para comentar u objetar al Acuerdo, y no puede objetar si también pide ser excluido.
Estos derechos y opciones -y los plazos para ejercerlos- se explican con más detalle en este Aviso.	

1. ¿POR QUÉ HE RECIBIDO ESTE AVISO?

Ha recibido este aviso porque creemos que es usted un miembro del colectivo que puede tener derecho a recibir dinero de este Acuerdo. Este Aviso describe un Acuerdo propuesto en el juicio *José R. Loya Medina contra Rumiano Cheese Co.*, Tribunal Superior del Condado de Glenn, Caso Número 22CV02958 (el “Juicio”). Se le envía este Aviso por orden del Tribunal Superior del Condado de Glenn, que aprobó preliminarmente el Acuerdo y certificó condicionalmente a la Clase del Acuerdo el 20 de diciembre de 2023.

Este Aviso le informa de los términos del Acuerdo propuesto, describe sus derechos y opciones en relación con el Acuerdo y explica qué pasos puede dar para participar en el Acuerdo, oponerse a él o excluirse del mismo. **Si no se excluye del Acuerdo y éste es finalmente aprobado por el Tribunal, recibirá un pago del Acuerdo y quedará vinculado por los términos de este y por cualquier sentencia definitiva.**

2. ¿DE QUÉ TRATA ESTA DEMANDA?

La Demanda fue presentada por el Demandante José R. Loya Medina (“Demandante”) en nombre de las personas que trabajaron como empleados no exentos por hora para Rumiano Cheese Co. (“Rumiano” o “Demandado”), y el Acuerdo de la Demanda cubre a todos los empleados no exentos por hora que trabajaron para Rumiano en California entre el 5 de marzo de 2018 y el 12 de octubre de 2023.

La Demanda alega que Rumiano no pagó a los Miembros de la Clase todas las horas trabajadas, incluidas las horas mínimas y extraordinarias, no les proporcionó todas las pausas para comer y descansar exigidas por la ley de California, no les reembolsó ciertos gastos empresariales y se dedicó a la competencia desleal. La Demanda también solicita sanciones relacionadas por supuestas declaraciones salariales inexactas, así como sanciones civiles en virtud de la Ley General de Abogados Privados de California, Código Laboral de California, secciones 2698, y *siguientes*. (“PAGA”). Rumiano niega todas y cada una de las reclamaciones y alegaciones presentadas por el Demandante. El Tribunal no se ha pronunciado sobre el fondo de la Demanda.

Después de llevar a cabo una extensa investigación y una mediación de un día completo ante un mediador experimentado, en la que ambas partes reconocieron los riesgos sustanciales de un resultado adverso en la Demanda para cualquiera de las partes, el Demandante y el Demandado acordaron un Acuerdo colectivo que fue aprobado preliminarmente por el Tribunal el 20 de diciembre de 2023. La Demandante y el Abogado de la Clase apoyan el Acuerdo.

El Acuerdo representa un compromiso de reclamaciones muy disputadas. Nada en el Acuerdo pretende ser o será interpretado como una admisión por parte de Rumiano de que las reclamaciones del Demandante en la Demanda tienen fundamento o de que tiene alguna responsabilidad ante el Demandante o la Clase sobre dichas reclamaciones.

Las partes y sus abogados han llegado a la conclusión de que el Acuerdo es ventajoso, teniendo en cuenta los riesgos e incertidumbres para cada parte de continuar el litigio y el juicio.

3. ¿QUIÉN ESTÁ INCLUIDO EN EL COLECTIVO DEL ACUERDO?

Todas las personas que sean o hayan sido empleados por hora no exentos de Rumiano, que trabajaron (1) bien directamente para Rumiano y nunca a través de una agencia de colocación o (2) inicialmente empezaron a desempeñar un trabajo en cualquiera de las ubicaciones de Rumiano a través de una agencia de colocación y luego se convirtieron en empleados directos de Rumiano en cualquier ubicación de California, en cualquier momento desde el 5 de marzo de 2018 hasta el 12 de octubre de 2023 están incluidos en la Clase. Todas las personas que sean o hayan sido empleados por hora no exentos de Rumiano, que hayan trabajado (1) bien directamente para Rumiano y nunca a través de una agencia de colocación o (2) que hayan empezado a trabajar inicialmente en cualquiera de las sedes de Rumiano a través de una agencia de colocación y luego se hayan convertido en empleados directos de Rumiano en cualquier sede de California, en cualquier momento desde el 28 de agosto de 2021 hasta el 12 de octubre de 2023 (el “Periodo PAGA”) están incluidos en el Acuerdo de reclamaciones en virtud de PAGA.

Según los registros de Rumiano, usted es miembro de la Clase de Demandantes y tiene derecho a recibir pagos en virtud del Acuerdo. Si aún no está seguro de si tiene derecho a participar en el Acuerdo, llame al (800) 523-5773.

4. ¿CUÁLES SON LOS TÉRMINOS DEL ACUERDO COLECTIVO?

A cambio de la exoneración de las Demandas en su contra y de la resolución final de la Demanda, Rumiano pagará Seiscientos Cuarenta Mil Dólares con Cero Centavos (\$640,000.00) (“Importe Máximo Total del Acuerdo”) tras la aprobación final del Acuerdo por parte del Tribunal.

Las Reclamaciones Exoneradas (“Reclamaciones Exoneradas”) incluyen todas y cada una de las reclamaciones surgidas durante el Periodo de la Demanda Colectiva por: (i) falta de pago del salario mínimo y de la indemnización por daños y perjuicios; (ii) falta de pago del salario por horas extraordinarias; (iii) falta de pausas para comer conformes a la ley; (iv) falta de pausas para descansar conformes a la ley; (v) falta de presentación de declaraciones salariales detalladas y precisas; (vi) falta de reembolso de los gastos empresariales; (vii) infracción de la Ley de Competencia Desleal (Código Empresarial y Profesional § 17200, y siguientes); y (viii) por sanciones en virtud de la Ley General de Abogados Privados, tal y como se alega en la Primera Demanda Enmendada operativa, o que podrían haberse alegado basándose en las alegaciones de hecho de la Primera Demanda Enmendada. Las reclamaciones y alegaciones PAGA liberadas incluyen que el Demandado no pagó todos los salarios debidos (incluyendo el salario mínimo, el salario normal y las horas extraordinarias), no proporcionó pausas para comer que cumplieran con la ley, no pagó la prima por comida, no proporcionó pausas de descanso que cumplieran con la ley, no pagó la prima por descanso, no proporcionó cheques finales de pago a tiempo y/o exactos, no proporcionó declaraciones salariales detalladas exactas, no reembolsó los gastos empresariales, cometió infracciones de mantenimiento de registros, no proporcionó asientos adecuados, se negó a efectuar el pago, incurrió en infracciones salariales legales, no proporcionó las condiciones estándar según las órdenes salariales, incurrió en Acuerdos ilegales e investigaciones ilegales de antecedentes penales, e incumplió las leyes de baja por enfermedad remunerada de California. Las Reclamaciones Exoneradas no incluyen ninguna reclamación que no pueda ser exonerada por imperativo legal.

Una vez satisfechas plenamente todas las obligaciones dentro del Acuerdo de conciliación, se considerará que todos los Miembros Participantes de la Clase han exonerado las Reclamaciones Exoneradas, y que la LWDA y todos los Miembros de la Clase PAGA han exonerado las Reclamaciones Exoneradas presentadas bajo PAGA, y se les prohibirá presentar o procesar cualquiera de las Reclamaciones Exoneradas contra Rumiano; incluidos sus mandantes, accionistas, directores, directivos, empleados, agentes, aseguradores y abogados pasados o presentes, así como todas las respectivas filiales, divisiones, empresas matrices, afiliadas, predecesores, sucesores y cesionarios de Rumiano, y sus respectivos mandantes, accionistas, directores, directivos, empleados, agentes, aseguradores y abogados.

Después de deducir del Monto Máximo Total del Acuerdo los honorarios y costos de los abogados, un pago por servicios a cada Demandante, un pago a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California y los costos de administración del Acuerdo, la “Suma Neta del Acuerdo” restante se distribuirá entre los Miembros Participantes de la Clase.

Sujeto a la aprobación del Tribunal, el Monto Máximo Total del Acuerdo se asignará de la siguiente manera:

- **Pago individual del Acuerdo:** Cada Miembro Participante de la Clase recibirá un pago basado en el número total de “Semanas Laborales Cualificadas” que estuvo empleado por Rumiano como empleado por horas no exento en California durante el periodo de tiempo relevante.

Los Pagos Individuales del Acuerdo se calcularán de la siguiente manera: en primer lugar, la Suma Neta del Acuerdo se dividirá por el número total de Semanas Laborales Cualificadas trabajadas por todos los Miembros de la Clase para determinar el “Importe Semanal”. En segundo lugar, el número de Semanas Laborales Cualificadas trabajadas por cada Miembro de la Clase individual se multiplicará por el Monto Semanal para llegar al Pago Individual de la Clase de cada persona.

Su pago estimado del Acuerdo individual se establece en la Sección 5 a continuación.

- **Honorarios y Costas del Abogado de la Clase:** Los Abogados de la Clase solicitarán al Tribunal no más de un tercio (1/3) del Importe Máximo Total del Acuerdo (\$213,333.33) en concepto de honorarios de abogado por el litigio y la resolución de la Demanda. Los Abogados de la Clase también solicitarán al Tribunal el reembolso de los gastos de litigio adelantados en nombre de la Clase, que se estima no superarán los \$25,000.00. Cualquier cantidad ordenada por el Tribunal en concepto de honorarios de abogados y costas de los Abogados de la Clase se pagará con cargo al Importe Máximo Total del Acuerdo.
- **Pago PAGA:** Se asignan \$20,000.00 del Monto Máximo Total del Acuerdo para el pago de supuestas sanciones civiles bajo PAGA. Tras la aprobación del Tribunal, el 75% del Pago PAGA (\$15,000.00) se pagará a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral de California, y el 25% (\$5,000.00) del Pago PAGA se distribuirá como parte de la Suma Neta del

Acuerdo. Los individuos que trabajaron para Rumiano como empleados por hora no exentos en California durante el Periodo PAGA recibirán una parte del Pago PAGA, que se calculará de la siguiente manera: la cantidad disponible para la distribución (\$5,000.00) se dividirá por el número total de Semanas Laborales Aptas trabajadas por todos los Miembros de la Clase aptos para determinar la “Cantidad Semanal PAGA”. En segundo lugar, el número de Semanas Laborales Calificadas trabajadas por cada Miembro de la Clase elegible individualmente se multiplicará por el Monto Semanal PAGA para llegar a la parte individual de cada persona elegible. Si usted es elegible para este pago, su parte individual se establece en la Sección 5 a continuación.

- **Administración del Acuerdo:** Los costos de la administración del Acuerdo no excederán los \$15,000.00, que pagan tareas tales como el envío y seguimiento de este Aviso, el envío de cheques y formularios fiscales, y la presentación de informes a las partes y al Tribunal. Cualquier cantidad ordenada por el Tribunal será pagada del Monto Máximo Total del Acuerdo.
- Todos los cheques emitidos a los Miembros Participantes de la Clase seguirán siendo válidos y negociables durante ciento ochenta (180) días a partir de la fecha de su emisión. Después de la fecha de vencimiento del cheque, el dinero correspondiente a cualquier cheque no reclamado o no cobrado será enviado al Fondo de Propiedad No Reclamada del Contralor del Estado de California.

5. ¿QUÉ DEBO HACER PARA RECIBIR EL PAGO DEL ACUERDO Y CUÁNTO RECIBIRÉ?

No necesita hacer nada para recibir un pago del Acuerdo.

Los registros de Rumiano muestran que, mientras usted trabajó como empleado por horas no exento en California durante el periodo de tiempo relevante, trabajó un total de <<Class Weeks>>. En consecuencia, su pago de Acuerdo individual anticipado es de \$<<Class Amt>>. En base a esa misma información, su parte del pago PAGA, si lo hubiera, es de \$<<PAGA Amt>>. La(s) cantidad(es) real(es) puede(n) variar algo en función de la aplicación real del Acuerdo.

Un tercio de la indemnización del Acuerdo se emitirá en cheque(s) en representación de los salarios no pagados con las retenciones de impuestos federales, estatales y locales aplicables, y se le enviará un formulario W-2 del IRS a efectos fiscales (al igual que un cheque de pago). Dos tercios de su indemnización por Acuerdo, así como cualquier cantidad en virtud de PAGA, se emitirán en un cheque(s) que representa los gastos, sanciones e intereses, y se le enviará un formulario 1099 del IRS a efectos fiscales. Deberá hablar con un contable u otro profesional fiscal sobre cualquier cuestión fiscal relacionada con los cheques de su Acuerdo.

Si impugna la información sobre el importe de su parte anticipada del Acuerdo, deberá comunicárselo al administrador del Acuerdo y seguir los pasos que se indican a continuación para justificar su impugnación.

Para disputar la cantidad de su parte anticipada del Acuerdo debe enviar por correo cualquier registro (como recibos de sueldo, cheques de pago u otros registros) que respalden su cálculo del número total de semanas que estuvo empleado por Rumiano en un puesto por horas no exento en California junto con una carta explicando la disputa, y asegúrese de incluir los últimos cuatro dígitos de su número de la seguridad social antes del 1 de abril de 2024. La fecha del matasellos determinará si fue enviada a tiempo. El administrador del Acuerdo revisará la información que envíe junto con los registros de Rumiano y tomará una determinación sobre el importe correcto de su parte del Acuerdo.

El administrador del Acuerdo es:

Administración del Acuerdo Loya Medina contra Rumiano Cheese Co.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

6. ¿A QUÉ ESTOY RENUNCIANDO PARA PERMANECER EN LA CLASE Y OBTENER UNA COMPENSACIÓN?

A menos que solicite ser excluido, seguirá formando parte de la Clase del Acuerdo, y eso significa que no podrá Demandar, seguir Demandando ni ser parte de ningún otro juicio o procedimiento en el que se presenten las mismas reclamaciones y alegaciones que en este caso. También significa que todas las órdenes del Tribunal se aplicarán a usted y le vincularán legalmente. Si permanece en la Clase del Acuerdo, se considerará que ha liberado y exonerado a Rumiano, así como a todos y cada uno de sus mandantes, accionistas, directores, funcionarios, empleados, agentes, aseguradores y abogados, así como a todas las respectivas subsidiarias, divisiones, matrices, filiales, predecesores, sucesores y cesionarios de Rumiano, y a sus respectivos mandantes, accionistas, directores, directivos, empleados, agentes, aseguradores y abogados, de todas las reclamaciones, causas de acción y teorías de hecho o de derecho que se alegaron en nombre de la Clase del Acuerdo en la Demanda operativa del Pleito, o que razonablemente podrían haberse alegado basándose en los hechos y teorías de derecho contenidos en la Demanda del Pleito (las “Reclamaciones Exoneradas.”). El período de la Exoneración se extenderá hasta los límites del Período de la Clase del 5 de marzo de 2018 al 12 de octubre de 2023, y del Período PAGA del 28 de agosto de 2021 al 12 de octubre de 2023 en cuanto a todas las reclamaciones bajo PAGA.

El Acuerdo de Conciliación contiene detalles adicionales sobre el alcance de la Exoneración y las Reclamaciones Exoneradas, y puede obtener una copia del Administrador del Acuerdo o de los Abogados de la Clase que se indican a continuación.

7. ¿TENGO UN ABOGADO EN ESTE CASO?

El Tribunal ha decidido que el bufete de abogados que se indica a continuación está cualificado para representarle a usted y a la Clase del Acuerdo. Este bufete de abogados se denomina “Abogado de la Clase”.

Crosner Legal, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, California, 90210
Teléfono: (866) 276-7637

Si desea ser representado por su propio abogado, puede contratar uno a su costa.

8. ¿QUÉ OCURRE SI NO QUIERO PARTICIPAR EN ESTE ACUERDO?

Tiene derecho a solicitar la exclusión del Acuerdo. Para ello, debe presentar una solicitud de exclusión voluntaria por escrito al administrador del Acuerdo en la siguiente dirección:

Administración del Acuerdo Loya Medina contra Rumiano Cheese Co.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Para excluirse del Acuerdo, debe enviar una carta que (1) indique su nombre, dirección, número de teléfono y los cuatro últimos dígitos de su número de la seguridad social; (2) esté firmada por usted; y (3) se envíe por correo de primera clase a más tardar el 1 de abril de 2024, al Administrador del Acuerdo a la dirección arriba indicada. La fecha del matasello determinará si su solicitud de exclusión fue enviada a tiempo. A menos que solicite oportunamente ser excluido del Acuerdo, quedará vinculado por la sentencia tras la aprobación definitiva del Acuerdo y el pago del Importe Máximo Total del Acuerdo, incluida la Exoneración descrita en este Aviso. Si su Formulario de Solicitud de Exclusión es defectuoso en algún aspecto, el Administrador del Acuerdo se lo notificará por correo y usted tendrá una oportunidad para subsanar cualquier defecto, y el plazo para que usted se excluya del Acuerdo de Demanda colectiva se ampliará hasta el 15 de abril de 2024.

Si envía oportunamente por correo una solicitud de exclusión completa y válida, dejará de ser miembro de la Clase de Demandantes y no tendrá derecho a objetar los términos del Acuerdo ni a recibir dinero en virtud del Acuerdo, excepto por la parte del Acuerdo asignada a los pagos de la sanción PAGA. Excepto por la exoneración de reclamaciones en virtud de PAGA, usted no estará obligado por los términos del Acuerdo, y podrá proseguir con cualquier reclamación válida que pueda tener, a su propio costo, contra el Demandado. Las personas que de otro modo se ajusten a la definición de Miembros de la Clase que se excluyan de la clase de conformidad y hayan sido empleadas directamente por Rumiano durante el Periodo PAGA seguirán recibiendo un pago por el importe de la parte del Pago PAGA de cada una de dichas personas y seguirán estando vinculadas por la exención de reclamaciones en virtud de PAGA.

9. ¿QUÉ OCURRE SI QUIERO OPONERME A ESTE ACUERDO?

Cualquier Miembro de la Clase que **no haya** solicitado ser excluido del Acuerdo puede oponerse al Acuerdo propuesto, ya sea por escrito, compareciendo en la Audiencia de aprobación definitiva en persona o a través de un abogado a sus expensas, o ambos. La Audiencia de Aprobación Definitiva está programada para tener lugar en 8 de mayo de 2024, a las 2:30 p.m., en el Departamento 2 del Tribunal Superior del Estado de California para el Condado de Glenn, ubicado en 821 East South Street, Orland, California 95963.

Si presenta una objeción por escrito, ésta deberá (1) indicar su nombre completo, dirección y número de teléfono; (2) proporcionar una declaración escrita de todos los motivos de la objeción; (3) indicar los cuatro últimos dígitos de su número de la seguridad social (4) estar firmada por usted o su abogado; e (5) identificar claramente el nombre y número del caso. El nombre del caso es “José R. Loya Medina contra Rumiano Cheese Co.” y el número del caso es “22CV02958”.

Debe presentar su objeción por escrito y todos los documentos justificativos, si los hubiere, al Administrador del Acuerdo enviándolos por correo a la siguiente dirección:

Administración del Acuerdo Loya Medina contra Rumiano Cheese Co.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Para que sea válida, su objeción escrita y todos los documentos justificativos deben llevar matasellos del 1 de abril de 2024 o anterior.

Si no presenta una objeción por escrito, aún podrá comparecer en la Audiencia de Equidad Definitiva y exponer su objeción ante el Tribunal.

No puede a la vez excluirse del Acuerdo y objetar al mismo. Si presenta tanto una Solicitud de Exclusión como una Objeción, el Administrador del Acuerdo se pondrá en contacto con usted por correo para informarle de que debe retirar la Solicitud de Exclusión para objetar o retirar la Objeción para excluirse del Acuerdo. Si no responde al Administrador del Acuerdo, su Objeción se considerará inválida y se considerará que ha optado por excluirse del Acuerdo.

10. ¿QUÉ OCURRE SI NO ME EXCLUYO DE ESTE ACUERDO?

El Acuerdo, si finalmente es aprobado por el Tribunal, vinculará a todos los Miembros de la Clase que no soliciten ser excluidos del Acuerdo, independientemente de que reciban o cobren puntualmente su Pago Individual de la Liquidación. La aprobación definitiva del Acuerdo impedirá a cualquier Miembro de la Clase que no solicite ser excluido del Acuerdo iniciar una Demanda o procedimiento en relación con las Reclamaciones Exoneradas.

11. LA AUDIENCIA FINAL DE EQUIDAD

La Audiencia de Aprobación Definitiva está programada para el 8 de mayo de 2024, a las 2:30 p.m., en el Departamento 2 del Tribunal Superior del Estado de California para el Condado de Glenn, ubicado en 821 East South Street, Orland, California 95963. La fecha y hora pueden cambiar sin previo aviso a la Clase.

En la Audiencia de Equidad Definitiva, el Tribunal tomará una decisión final sobre si aprueba el Acuerdo y también decidirá qué cantidades se concederán a los Abogados de la Clase en concepto de honorarios de abogados y costas.

12. INFORMACIÓN ADICIONAL

Este Aviso es sólo un resumen del Acuerdo. **SI NECESITA MÁS INFORMACIÓN O TIENE CUALQUIER PREGUNTA**, o desea ver una copia del Acuerdo de conciliación (que define los términos en mayúsculas utilizados en este Aviso), la Orden de aprobación preliminar del Tribunal, la Demanda operativa presentada en el Juicio y otros documentos archivados relacionados con el Juicio y este Acuerdo, puede ponerse en contacto con el Administrador del Acuerdo en (800) 523-5773, o puede ponerse en contacto con los Abogados de la Clase mencionados anteriormente. Consulte el “Acuerdo de Demanda colectiva Loya Medina contra Rumiano Cheese Co. Acuerdo Colectivo”. También puede consultar en línea el expediente completo del Tribunal, incluidos los documentos enumerados anteriormente, en el sitio web del Tribunal Superior del Condado de Santa Cruz www.glenn.courts.ca.gov. Después de llegar al sitio web, haga clic en el enlace “Case Search” (Búsqueda de Casos), luego haga clic en los enlaces “Access Now” (Acceder Ahora) y “Smart Search” (Búsqueda Inteligente), introduzca el número de caso “22CV02958”, y podrá ver las imágenes de todos los documentos presentados en el caso a través del “Register of Actions” (Registro de Acciones).

POR FAVOR, NO LLAME POR TELÉFONO NI SE PONGA EN CONTACTO CON EL TRIBUNAL PARA HACER PREGUNTAS O SOLICITAR INFORMACIÓN SOBRE ESTE ACUERDO

EXHIBIT B



September 8, 2023

Case: Medina v. Rumiano Cheese Co., Opt-Out Administration

Phoenix Contact: Michael E. Moore
 Contact Number: 949.331.0131
 Email: mike@phoenixclassaction.com

CASE ASSUMPTIONS

Class Members	358
Opt Out Rate	1%
Opt Outs Received	4
Total Class Claimants	354
Subtotal Admin Only	\$11,789.42

Flat Fee Total \$11,000.00

For 358 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Language Translation, Printing & Mailing Included

Two Disbursements & Two Tax Years

Requesting Attorney: Michael Jones
 Firm: Crosner Legal
 Contact Number: (424) 332-3107
 Email: michael.jones@crosnerlegal.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **358** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.00	24	\$48.00
NCOA (USPS)	\$100.00	1	\$100.00
Total			\$698.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Data Merge & Duplication Scrub	\$0.10	358	\$35.80
Notice Packet & Opt-Out Form	\$1.35	358	\$483.30
Estimated Postage (up to 2 oz.)*	\$0.87	358	\$311.46
Static Website	\$200.00	1	\$200.00
Check Cashing Reminder Postcard Postage Included	\$0.60	74	\$44.60
Total			\$2,275.16

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	4		\$220.00
Skip Tracing Undeliverables	\$1.00	72		\$71.60
Remail Notice Packets	\$0.75	69		\$51.45
Estimated Postage	\$0.87	69		\$59.68
Programming Undeliverables	\$50.00	1		\$50.00
			Total	\$452.73

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Database	\$150.00	2		\$300.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	3		\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	4		\$40.00
Case Manager	\$85.00	2		\$170.00
			Total	\$875.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	3		\$405.00
Disbursement Review	\$135.00	3		\$405.00
Programming Manager	\$95.00	6		\$570.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	8		\$1,080.00
Mail Class Checks * (x 2)	\$0.80	354		\$556.40
Estimated Postage (x 2)	\$0.64	354		\$453.12
			Total	\$3,604.52

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	4		\$460.00
Remail Checks (Postage Included)	\$1.70	102		\$34.00
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	7		\$595.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	3		\$255.00
Final Reporting & Declarations	\$115.00	3		\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$750.00	2		\$1,500.00
Check to Cy-Pres	\$150.00	1		Included
Uncashed Checks to the State of California Controllers Office	\$300.00	1		\$300.00
Estimated <u>39</u> Total Class Members				
Total				\$3,884.00

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

Estimate Total: \$11,789.42



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

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. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset 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.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.