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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

TED FERGUSON, individually, and on
behalf of other members of the general public
similarly situated, and LISA FLATHERS and
JOEL FLORES, individually, and on behalf
of other members of the general public
similarly situated and on behalf of all other
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

G3 ENTERPRISES, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CV-21-000848

Honorable John D. Freeland
Department 23

CLASS ACTION

**DECLARATION OF LINDSAY ROMO
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

DECLARATION OF LINDSAY ROMO

I, LINDSAY ROMO, hereby declare:

1. I am employed as a Senior Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5635. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located 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 selected by Counsel for Ted Ferguson, Lisa Flathers, and Joel Flores, (“Plaintiff”), and G3 Enterprises, Inc. (“Defendant”), (collectively the “Parties”), to provide notice of the settlement and perform class settlement administration in the case entitled Ferguson et al v. G3 Enterprises Inc., Stanislaus Superior Court Case No. CV-21-000848 (“Action”). Pursuant to the Class Action and PAGA Action Settlement Agreement and Release (“Agreement” or “Settlement Agreement”), Simpluris was responsible for: (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel, Aggrieved Employees and Participating Class Members; (d) translating, printing and mailing the Notice Class Action and PAGA Representative Action Settlement, Notice of Objection Form, and Request for Exclusion Form to Class Members; (e) receiving and validating Requests for Exclusion, Objections or Disputes of Workweeks submitted by Class Members; (f) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendants; (g) calculating and distributing Individual Class Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees as provided under the Settlement, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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1 **TOLL FREE TELEPHONE HELPLINE**

2 4. A toll-free telephone number was included in the Notice Packet for the purpose of
3 allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The
4 system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the
5 settlement process. Callers have the option to speak with a live call center representative during normal
6 business hours or to leave a message and receive a return call during non-business hours. Spanish-
7 speaking representatives are available during normal business hours. The toll-free telephone number
8 included in the Notice Packet was (866) 383-0705 and was live on September 19, 2023.

9 **NOTIFICATION TO THE CLASS**

10 5. On August 14, 2023, Simpluris received the Court-approved Notice of Class Action and
11 PAGA Representative Action Settlement (“Notice”). The Notice advised Class Members of their right
12 to request exclusion from the Settlement, object to the Settlement, dispute workweeks, do nothing, and
13 the implications of each such action. The Notice advised Class Members of applicable deadlines and
14 other events, including the Final Approval Hearing, and how Class Members could obtain additional
15 information.

16 6. On August 24, 2023, Defense Counsel provided Simpluris with a mailing list containing
17 Class Members’ and PAGA Member’s full names, most recent mailing address, Social Security
18 numbers and end dates of employment as a non-exempt hourly-paid employee of Defendant in
19 California during the Class Period, Workweeks worked during the Class Period, and Workweeks
20 worked during the PAGA Period as reflected in Defendant’s records (“Class Member Data”). The Class
21 Member Data contained data for one thousand two hundred and nineteen (1,219) Class Members.

22 7. The mailing addresses contained in the Class List were processed and updated utilizing
23 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
24 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
25 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
26 would be utilized in connection with the mailing of the Notice. Simpluris was able to locate ninety (90)
27 updated addresses using NCOA prior to the mailing of the Notice.
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1 8. On September 19, 2023, the Notice was mailed to one thousand two hundred and
2 nineteen (1,219) Class Members with addresses contained in the Class Member Data via First Class
3 mail or updated via the NCOA search. The Notice was mailed in English and Spanish. A copy of the
4 Notice is attached hereto as **Exhibit A**.

5 9. A total of thirty (30) Notices were returned to Simpluris. Of these, six (6) were returned
6 with a forwarding address. If a Class Member's Notice was returned by the USPS as undeliverable and
7 without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of
8 these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the
9 Class Member's name and previous address to locate a current address. Through the advanced address
10 searches, Simpluris was able to locate twenty-four (24) updated addresses and Simpluris promptly
11 mailed a Notice to those updated addresses. As of this date, there are not any Notices that remain
12 undeliverable.

13 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

14 10. The deadline for Class Members to submit a Request for Exclusion Form, Notice of
15 Objection Form or Workweeks Dispute was November 18, 2023.

16 11. As of this date, Simpluris has received two (2) Requests for Exclusion Forms from Class
17 Members.

18 12. As of this date, Simpluris has not received any Notice of Objection Form from Class
19 Members.

20 13. As of this date, Simpluris has not received any Workweeks Disputes from Class
21 Members or Aggrieved Employees.

22 **CLASS MEMBER AWARDS**

23 14. As of this date, there are one thousand two hundred and seventeen (1,217) Class
24 Members who did not submit a timely and valid Request for Exclusion Form ("Participating Class
25 Member") and will be paid their portion of the Net Settlement Amount. Of the one thousand two
26 hundred and nineteen (1219) Class Members, eight hundred and thirteen (813) are Aggrieved
27 Employees and will be paid out of the Aggrieved Employees' PAGA Settlement.
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15. The Net Settlement Fund of \$1,547,900.14 available to pay Participating Class Members was determined by subtracting the Class Counsel's Fees (\$1,460,129.86), Class Counsel's Litigation Costs (\$30,000.00), Named Plaintiffs Service Awards (collectively \$34,500.00), PAGA Settlement Amount (\$400,000.00), and the Administration Costs (\$27,470.00) from the Gross Settlement Amount (\$3,500,000.00).

16. The **average estimated Individual Class Payment** is \$1,271.90, the **highest estimated Individual Class payment** is \$3,495.23, and the **lowest estimated Individual Class payment** is \$10.34, before withholding.

17. Pursuant to the Settlement Agreement, 25% of the PAGA Settlement Amount (\$100,000.00) will be distributed to the Aggrieved Employees on a *pro rata* basis based on the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period (Aggrieved Employees' PAGA Settlement"), regardless of whether he or she opts out of the Class Settlement, and 75% of the PAGA Settlement Fund (\$300,000.00) will be payable to the Labor & Workforce Development Agency ("LWDA") ("LWDA Payment"). Aggrieved Employees cannot opt out of the PAGA Settlement.

18. As of this date, there are eight hundred and thirteen (813) Aggrieved Employees who worked 55,001 Workweeks and who will be paid their portion of the Aggrieved Employees' PAGA Settlement of \$100,000.00.

19. The **average estimated Individual PAGA Payment** is \$123.00, the **highest estimated Individual PAGA Payment** is \$194.54, and the **lowest estimated Individual PAGA Payment** is \$1.82.

ADMINISTRATION COSTS

20. 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 \$27,470.00. 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

1 reporting on such payments. A true and correct copy of the invoice from Simpluris is attached hereto as
2 **Exhibit B.**

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4 I declare under penalty of perjury under the laws of the State of California that the foregoing is
5 true and correct. Executed this 9th day of January 2024, in Costa Mesa, CA.

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EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Ferguson, et al. vs. G3 Enterprises, Inc., Stanislaus Superior Court Case No. CV-21-000848

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Notice_Encoded»

You may be eligible to receive money from the above-referenced wage-and-hour putative class and representative action lawsuit (“Action”) against G3 Enterprises, Inc. (“G3 Enterprises,” “the Company,” or “Defendant”). The Action was filed by former G3 employees Ted Ferguson, Lisa Flathers, and Joel Flores (together, “Plaintiffs”), and seeks unpaid wages, penalties, and other relief for alleged violations of the California Labor Code and California Business and Professions Code section 17200, *et seq.*

“**Class Members**” means all current and former non-exempt or hourly-paid employees of G3 Enterprises who worked in California at any time during the period from February 23, 2017 through August 11, 2023. “**Class Period**” means the period February 23, 2017 through August 11, 2023.

“**Aggrieved Employees**” means all current and former non-exempt or hourly-paid employees of G3 Enterprises who worked in California at any time during the period from August 1, 2021 through August 11, 2023. “**PAGA Period**” means the period from August 1, 2021 through August 11, 2023.

The Settlement has two main parts: (1) a Class Settlement requiring G3 Enterprises to fund Individual Class Payments in exchange for the settlement and resolution of Released Class Claims, and (2) a PAGA Settlement requiring G3 Enterprises to fund Individual PAGA Payments and pay penalties to the California Labor & Workforce Development Agency (“LWDA”) in exchange for the settlement and resolution of Released PAGA Claims.

Based on G3 Enterprises’ records, **your Individual Class Payment is estimated to be \$«MERGED_ClassAmnt_CALC» (less employee’s share of taxes and withholding) and your Individual PAGA Payment is estimated to be \$«MERGED_PAGAAmnt_CALC».** These are only estimates and the actual amount you will receive likely may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to the Company’s records you are not an Aggrieved Employee and thus not eligible for an Individual PAGA Payment under the Settlement.)

Participating Class Members are eligible for Individual Class Payments under the Settlement based on the number of weeks they worked in California as an employee of G3 Enterprises in a non-exempt or hourly position (“**Workweeks**”) during the Class Period, based on payroll and time records, hire dates, re-hire dates (as applicable), leave of absence dates, and termination dates (as applicable). Aggrieved Employees are eligible for Individual PAGA Payments based on their Workweeks during the PAGA Period.

Based on the Company’s records, **you worked «MERGED_ClassWW» Workweeks** during the Class Period and **you worked «MERGED_PAGAWW» Workweeks** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or PAGA Period, you can submit a challenge by the deadline date. See Section **E.3.** of this Notice.

The Court has already preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **Read this Notice carefully. You will be deemed to have carefully read and understood it.** At the Final Approval Hearing,

the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys, Lawyers *for* Justice, PC (“Class Counsel”). The Court will also decide whether to enter a judgment that requires G3 Enterprises to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against G3 Enterprises and other Released Parties. See Section **D.7. and D.8.** of this Notice.

G3 Enterprises will not retaliate against you for any actions you take with respect to the Settlement.

A. SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you worked for G3 Enterprises during the Class Period and/or the PAGA Period, these are your options under the Settlement:

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, and eligible for an Individual Class Payment; if you are an Aggrieved Employee, you will also be eligible for an Individual PAGA Payment. If you are a Participating Class Member, you will give up your right to assert Released Class Claims against G3 Enterprises and other Released Parties. If you are an Aggrieved Employee, you will give up your right to assert Released PAGA Claims against G3 Enterprises and other Released Parties See Section D.7. and D.8. of this Notice.
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is November 18, 2023	If you do not want to participate in the Class Settlement, you can exclude yourself from the Class Settlement by completing and sending a written Request for Exclusion or the accompanying Request for Exclusion Form to the Settlement Administrator. See Section G. of this Notice. Once excluded from the Class Settlement, you will not be a Participating Class Member and no longer be eligible for an Individual Class Payment, you will, however, preserve your right to pursue Released Class Claims that you may have against G3 Enterprises and Released Parties. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment and will give up your right to assert Released PAGA Claims against G3 Enterprises and Released Parties. You cannot opt out of the PAGA Settlement. See Section D.8 of this Notice.
Participating Class Members Can Object to the Class Settlement; Written Objections Must be Submitted by November 18, 2023	All Class Members who do not opt out of the Class Settlement (“Participating Class Members”) can object to the Class Settlement by completing and submitting a written Notice of Objection or the accompanying Notice of Objection Form to the Settlement Administrator or appearing and verbally objecting at the Court’s Final Approval Hearing. You are not personally responsible for any payments to Class Counsel or Plaintiffs. If you hire your own separate attorney, you may be responsible for fees and costs for that attorney. See Section H. of this Notice.
You Can Participate in the February 15, 2024 Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on February 15, 2024 at 8:30 a.m. in Department 23 of the Superior Court for the County of Stanislaus, Modesto, California. You do not have to attend but you do have the right to appear in person (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H. and I. of this Notice.

You Can Dispute the Number of Workweeks Credited to You; Workweeks Disputes Must be Submitted by November 18, 2023	The amount of your Individual Class Payment depends on how many Workweeks you worked during the Class Period, while the amount of your Individual PAGA Payment (if any) depends how many Workweeks you worked during the PAGA Period. The number of Workweeks you worked according to the Company's records are stated on the first page of this Notice. If you disagree with either of these numbers, you must send a Workweeks Dispute in conformity with the requirements set forth in Section E.3. of this Notice.
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B. WHAT IS THE ACTION ABOUT?

On February 23, 2021, Plaintiff Ted Ferguson filed a Class Action Complaint for Damages, Case No. CV-21-000848 in the Superior Court of the County of Stanislaus, against Defendant G3 Enterprises, Inc. for violations of the California Labor Code and California Business and Professions Code. (“**Class Action**” or “**Action**”). On August 1, 2022, Plaintiffs Lisa Flathers and Joel Flores filed with the Labor and Workforce Development Agency (“**LWDA**”) and served on Defendant a notice under California Labor Code section 2699.3 stating they intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various alleged California Labor Code violations (“**PAGA Notice**”). On October 5, 2022, Plaintiffs Flathers and Flores filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. seeking civil penalties under the PAGA against Defendant, Case No. CV-22-004547 (“**PAGA Action**”). On May 17, 2023, Plaintiffs Flathers and Flores filed with the LWDA and served on Defendant another notice under California Labor Code section 2699.3 regarding their intent to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various alleged Labor Code violations (“**Additional PAGA Notice**”). The First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698 (“**Operative Complaint**”) in the Action alleges that Defendant violated California labor laws by (a) failing to pay wages, including overtime premium pay and the minimum wage; (b) failing to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee’s regular rate of pay for missed, short, or late meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) omitting certain types of remuneration when calculating an employee’s regular rate of pay; (d) failing to pay compensation at employees’ final rate of pay for unused vested paid vacation days at the termination of employment and associated penalties thereon; (e) failing to indemnify and/or reimburse employees for all business expenses; (f) failing to maintain accurate, required payroll records; (g) failing to issue compliant, accurate wage statements; (h) failing to issue timely payment of wages during, and upon termination of, employment; (i) failing to provide one day’s rest in seven; (j) failing to provide notice of material terms of employment; (k) failing to provide compliant paid sick leave and COVID supplemental sick leave; and (l) failing to provide compliant reporting pay. Based on these alleged violations, Plaintiffs have also asserted that Defendant engaged in unfair business practices in violation of the California Business and Professions Code § 17200, *et seq.* and owes civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“**PAGA**”).

Plaintiffs are represented by attorneys in the Action: Lawyers for Justice, PC (“**Class Counsel**”).

Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

C. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Plaintiffs or Defendant are/is correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the cases by agreement (settle the cases) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing the Class Action and PAGA Action Settlement Agreement (“**Settlement**,” “**Settlement Agreement**,” or “**Agreement**”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a Settlement that is subject to the Court’s final approval. Both sides agree the Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel believe that: (1) G3 Enterprises has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Member, Aggrieved Employees, and State of California.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate; authorized this Notice; and scheduled a hearing to determine whether to grant final approval of the Settlement and enter judgment.

D. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. The Total Settlement Amount is \$3,842,447.00 (“Total Settlement Amount”). G3 Enterprises has agreed to deposit \$3,500,000.00 into an account controlled by the Settlement Administrator for the Settlement (the “Gross Settlement Amount”). G3 Enterprises has already paid \$342,447.00 to current and former non-exempt employees in pay adjustments, penalties, and settlement of California Labor Code and California Business and Professions Code section 17200 claims between the date the Action was filed and April 14, 2023 (“**Post-Action Payments**”). The Total Settlement Amount consists of the Gross Settlement Amount plus the Post-Action Payments. The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Enhancement Awards to Plaintiffs, Attorney’s Fees and Costs to Class Counsel, the Settlement Administration Costs to the Settlement Administrator, and LWDA Payment to the LWDA. Assuming the Court grants final approval of the Settlement, G3 Enterprises will fund the Gross Settlement Amount plus the employer’s portion of the payroll taxes due on wage payments made from the Net Settlement Amount to Class Members (“Employer Taxes”) not more than fourteen (14) calendar days after the Effective Date of the Settlement. The Settlement Administrator will make the required payments within seven (7) calendar days after G3 Enterprises deposits the Gross Settlement Amount and Employer Taxes.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Attorneys’ Fees and Costs: Up to 38% of the Total Settlement Amount (up to \$1,460,129.86, if the Total Settlement Amount is \$3,842,447.00) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their actual litigation costs and expenses (“**Attorneys’ Fees and Costs**”). To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Enhancement Awards: Up to \$11,500.00 each to Plaintiffs Ferguson, Flathers, and Flores for prosecuting the Class Action and PAGA Action, working with Class Counsel, and representing the Class, Aggrieved Employees, and State of California (“**Enhancement Awards**”).
 - c. Settlement Administration Costs: Up to \$30,000.00 to the Settlement Administrator for its fees and expenses incurred in administering the Settlement (“**Settlement Administration Costs**”).
 - d. **PAGA Settlement Amount:** Up to \$400,000.00 for civil penalties under PAGA (“**PAGA Settlement Amount**”), allocated 75% (\$300,000.00) to the LWDA (“**LWDA Payment**”) and 25% (\$100,000.00) to the Aggrieved Employees (“**Aggrieved Employees’ PAGA Settlement**”) as Individual PAGA Payments, distributed *pro rata* based on their Workweeks during PAGA Period.
3. Net Settlement Amount Distributed to Participating Class Members. After making the deductions provided in Section D.2 above in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount (the “**Net Settlement Amount**”) by making Individual Class Payments to Participating Class Members based *pro rata* on their Workweeks during the Class Period.
4. Taxes Owed on Payments to Participating Class Members and Aggrieved Employees. Plaintiffs and G3 Enterprises are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“wage portion”) and 80% to [e.g., penalties, interest, etc.] (“non-wage portion”). The wage portion is subject to employee’s share of withholdings and will be reported on IRS W-2 Forms. (G3 Enterprises will separately pay the Employer Taxes it owes on the wage portion.) The Individual PAGA Payments are counted as penalties, rather than wages, for tax purposes. The Settlement Administrator will

report the Individual PAGA Payments and the non-wage portions of the Individual Class Payments on IRS 1099-MISC Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether any payments that you receive from the Settlement are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments you receive from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash, deposit, or otherwise negotiate your check by the void date, the check will be automatically canceled, and the monies will be deposited with the California State Controller's Office, Unclaimed Property Division in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Division, you should consult the Division's instructions on how to retrieve your money at the following website: https://www.sco.ca.gov/upd_form_claim.html
6. The Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant final approval of the Settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and G3 Enterprises have agreed that, in either case, the Settlement will be void, and that G3 Enterprises will not pay any money (other than the Settlement Administrator's fees and costs up to the date the Settlement is void). In the event that the Settlement is void, the releases of claims contemplated under the Settlement will also be void.
7. Class Settlement and Participating Class Members' Release of Released Class Claims.

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

By virtue of the Settlement and by operation of the contemplated Final Approval Order and Judgment to be approved by the Court, upon the Effective Date of the Settlement and payment by Defendant to the Settlement Administrator of the full amount of the Gross Settlement Amount and Employer Taxes, Plaintiffs and the Participating Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. The period of this release will extend to the limits of the Class Period.

"Released Class Claims" means all claims under federal, state, or local law alleged in the Operative Complaint or that could have been alleged based on the facts, matters, transactions, or occurrences alleged in the Operative Complaint, arising during the Class Period, including but not limited to claims for Defendant's alleged (a) failure to (i) pay wages (including regular, minimum, overtime, and premium wages), (ii) provide compliant meal and rest periods and associated pay and premium payments in lieu thereof, (iii) timely pay wages during employment and upon termination, (iv) provide accurate, compliant wage statements, (v) maintain complete and accurate payroll records, (vi) reimburse necessary business-related expenses, (vii) provide one day's rest in seven, (viii) provide notice of material terms of employment, (ix) provide paid sick leave and COVID supplemental sick leave, and (x) provide reporting time pay; (b) unfair or unlawful business practices pursuant to California Business and Professions Code sections 17200, *et seq.*, based on the aforementioned; and (c) violation of the California Labor Code arising from or related to the aforementioned, including, violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 245-249, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001.

"Released Parties" means G3 Enterprises, Inc. its current and former subsidiaries, affiliated companies or entities, predecessors, and successors (including, but not limited to, each of their respective owners, members, officers, directors, managers, employees, partners, shareholders, and agents.

8. PAGA Settlement and Aggrieved Employees' Release of Released PAGA Claims.

“PAGA Settlement” means the settlement and resolution of Released PAGA Claims

By virtue of the Settlement and by operation of the contemplated Final Approval Order and Judgment to be approved by the Court, upon the Effective Date of the Settlement and full funding of the full amount of the Gross Settlement Amount and Employer Taxes by Defendant, Plaintiffs Flathers and Flores, the State of California with respect to the Aggrieved Employees, and Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties (defined above in Section D.7 of this Notice) of all Released PAGA Claims pertaining to Plaintiffs Flathers and Flores and the Aggrieved Employees, whether known or unknown. The State of California with respect the Aggrieved Employees, and Aggrieved Employees do not release any claims based on facts occurring outside the PAGA Period.

“Released PAGA Claims” means all claims for civil penalties under PAGA alleged in the Operative Complaint, PAGA Notice, and Additional PAGA Notice or that could have been alleged based on the facts, matters, transactions, or occurrences alleged in the Operative Complaint, PAGA Notice, and Additional PAGA Notice arising during the PAGA Period, including but not limited to claims for Defendant’s alleged (a) failure to (i) pay wages (including regular, minimum, overtime, and premium wages), (ii) provide compliant meal and rest periods and associated pay and premium payments in lieu thereof, (iii) timely pay wages during employment and upon termination, (iv) provide accurate, compliant wage statements, (v) maintain complete and accurate payroll records, (vi) reimburse necessary business-related expenses, (vii) provide one day’s rest in seven, (viii) provide notice of material terms of employment, (ix) provide paid sick leave and COVID supplemental sick leave, and (x) provide reporting time pay; and (b) violation of the California Labor Code arising from or related to the aforementioned, including, violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 245-249, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001.

E. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement Administrator will calculate and distribute each Participating Class Member’s *pro rata* share of the Net Settlement Amount (**“Individual Class Payment(s)”**) based on the number of their Workweeks during the Class Period. Individual Class Payments will be calculated as follows: the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the **“Final Workweek Value,”** and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his, her, or their Individual Class Payment .
2. Individual PAGA Payments. The Settlement Administrator will calculate and distribute each Aggrieved Employee’s *pro rata* share of the Aggrieved Employees’ PAGA Settlement (**“Individual PAGA Payment(s)”**) based on their Workweeks during the PAGA Period. Individual PAGA Payments will be calculated as follows: the Settlement Administrator will divide the Aggrieved Employees’ PAGA Settlement (i.e., 25% of the PAGA Settlement Amount) by the total number of Aggrieved Employee’s Workweeks worked during the PAGA Period to yield the **“PAGA Workweek Value,”** and multiply each Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his, her, or their Individual PAGA Payment.
3. Workweeks Disputes. The number of Workweeks you worked during the Class Period and PAGA Period (if applicable), as recorded in the Company’s records, are stated in the first page of this Notice. If you believe any of that information is not correct, you can challenge it by sending a letter (**“Workweeks Dispute”**) to the Settlement Administrator that: (a) contains the case name and number of the Class Action; (b) contains your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) clearly states that you dispute the number of Workweeks credited and what you contend is the correct number to be credited to you; (d) includes information and/or attaches documentation supporting the number of Workweeks that you contend should be credited; and (e) is returned by mail to

the Settlement Administrator at the specified address, postmarked on or before **November 18, 2023**. Section J. of this Notice has the Settlement Administrator's contact information.

The Settlement Administrator will accept the Company's calculation of Workweeks based on the Company's records as accurate unless you send copies of records containing contrary information or the Settlement Administrator discovers a computation error. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek Dispute after consultation with you, Class Counsel and the Company's counsel. The Settlement Administrator's decision will be final. You cannot appeal or otherwise challenge its final decision.

F. HOW WILL I GET PAID?

The Settlement Administrator will issue every Participating Class Member (*i.e.*, every Class Member who does not exclude themselves from the Class Settlement) an Individual Class Payment and will issue every Aggrieved Employee an Individual PAGA Payment by way of checks sent by U.S. mail. The Settlement Administrator may issue a single check, combining the Individual Class Payment and the Individual PAGA Payment if the recipient is eligible for both of those payments.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section J. of this Notice has the Settlement Administrator's contact information.

G. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete and submit to the Settlement Administrator a written Request for Exclusion Form (attached) or an equivalent letter ("**Request for Exclusion**") to the Settlement Administration that reflects your wish to be excluded from the Class and to not participate in the Class Settlement. It must: (1) contain the case name and number of the Class Action; (2) contain your full name, signature, address, telephone number, and the last four digits of your Social Security number; (3) clearly state that you do not wish to be included in the Class Settlement; and (4) be sent by mail to the Settlement Administrator at the specified address, postmarked on or before **November 18, 2023, or it will be invalid**. Section J. of the Notice has the Settlement Administrator's contact information.

H. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. To do so in writing, complete and submit to the Settlement Administrator a written Notice of Objection Form (attached) or an equivalent letter ("**Notice of Objection**") to the Settlement Administrator reflecting your objection to the Class Settlement that: (1) contains the case name and number of the Class Action; (2) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contains a written statement of all grounds for the objection to the Class Settlement accompanied by any legal support for such objection; (4) includes copies of any papers, briefs, or other documents upon which the objection to the Class Settlement is based; (5) contains the name and contact information of any attorney representing you with respect to your objection to the Class Settlement; and (6) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before **November 18, 2023**. Section J. of this Notice has the Settlement Administrator's contact information.

Alternatively or in addition to submitting a written Notice of Objection, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section I. of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

I. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on **February 15, 2024 at 8:30 a.m.** in Department 22 of the Superior Court for the County of Stanislaus, located at 801 10th Street, 6th floor, Modesto, California 95354. At the hearing, the Court will decide whether to grant final approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and counsel for G3 Enterprises before making a decision. You can attend (or hire a lawyer to attend).

It is possible the Court will reschedule the Final Approval Hearing. You should check the Court's calendar at <https://www.stanislaus.courts.ca.gov/online-services/court-calendar> beforehand or contact the Settlement Administrator or Class Counsel to verify the date and time of the Final Approval Hearing.

J. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything G3 Enterprises and Plaintiffs have promised to do, and the terms for resolution of the Action, Released Class Claims, and Released PAGA Claims, under the Settlement. The easiest way to read the Agreement, the contemplated Final Approval Order and Judgment, or any other case-related or Settlement-related documents is to go to the Court's website (<https://stanportal.stanct.org/search>) and enter the Case Number for the Class Action (Case No. CV-21-000848) or PAGA Action (Case No. CV-22-004547). You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below. You can also make an appointment to personally review court documents in the Clerk's Office at the Courthouse, located at 801 10th Street, 4th floor, Modesto, California 95354, by calling (209) 530-3100.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

LAWYERS *for* JUSTICE, PC
Arby Aiwazian (CA State Bar No. 269827)
Joanna Ghosh (CA State Bar No. 272479)
Kyla Buenaventura (CA State Bar No. 346443)
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

K. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

Ferguson et al v. G3 Enterprises Inc.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Tel: (866) 383-0705

NOTIFICACIÓN DE ACCIÓN DE CLASE Y ACUERDO DE ACCIÓN REPRESENTANTE

Ferguson, et al Vs. G3 Enterprises, Inc, Corte Superior de Stanislaus Caso No. CV-21-000848

***La Corte Superior del Estado de California autorizó esta Notificación. ¡Léala atentamente!
No es correo basura, spam, publicidad o solicitud de un abogado. Usted no está siendo demandado.***

Puede ser elegible para recibir dinero del juicio putativo de acción de clase y representación por salarios y horas antes mencionado (“Acción”) contra G3 Enterprises, Inc. (“G3 Enterprises”, “la Compañía” o “Demandado”). La Acción fue presentada por los exempleados de G3 Ted Ferguson, Lisa Flathers y Joel Flores (en conjunto, los “Demandantes”), y busca salarios impagos, sanciones y otras reparaciones por presuntas violaciones del Código Laboral de California y el Código de Negocios y Profesiones de California, artículo 17200, *et seq.*

“Miembros de la Clase” se refiere a todos los empleados actuales y exempleados no exentos o por hora de G3 empresas que trabajaron en California en cualquier momento durante el período comprendido entre el 23 de febrero del 2017 y el 11 de agosto de 2023. **“Período de la Clase”** se refiere al período del 23 de febrero del 2017 al 11 de agosto de 2023.

“Empleados agraviados” se refiere a todos los empleados actuales y exempleados no exentos o por hora de G3 empresas que trabajaron en California en cualquier momento durante el período comprendido entre el 1 de agosto del 2021 y el 11 de agosto de 2023. **“Período de LA PAGA”** significa el período comprendido entre el 1 de agosto del 2021 y el 11 de agosto de 2023.

El Acuerdo tiene dos partes principales: (1) un Acuerdo de Clase que requiere que G3 Empresas financien Pagos Individuales de la Clase a cambio del acuerdo y resolución de los Reclamos Exonerados de la Clase, y (2) un Acuerdo EN VIRTUD DE LA PAGA que requiere que G3 Enterprises financien Pagos Individuales EN VIRTUD DE LA PAGA y paguen sanciones a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”) a cambio del acuerdo y resolución de los Reclamos Exonerados en virtud de LA PAGA.

Según los registros de G3 empresas, **se estima que su Pago Individual de la Clase es de \$«MERGED_ClassAmnt_CALC» (menos la parte de impuestos y retenciones del empleado) y su Pago Individual EN VIRTUD DE LA PAGA se estima en \$«MERGED_PAGAAmnt_CALC».** Estas son solo estimaciones y el monto real que recibirá probablemente puede ser diferente y dependerá de una serie de factores. (Si no se indica ningún importe para su Pago Individual EN VIRTUD DE LA PAGA, de acuerdo con los registros de la Compañía, usted no es un Empleado Agraviado y, por lo tanto, no es elegible para un Pago Individual en virtud de LA PAGA en virtud del Acuerdo).

Los Miembros Participantes de la Clase son elegibles para los Pagos Individuales de la Clase en virtud del Acuerdo en función de la cantidad de semanas que trabajaron en California como empleados de G3 empresas en un puesto no exento o por hora (**“Semanas de Trabajo”**) durante el Período de la Clase, sobre la base de los registros de nómina de pago y horas, fechas de contratación, fechas de recontractación (según corresponda), fechas de licencia y fechas de finalización (según corresponda). Los Empleados agraviados son elegibles para Pagos Individuales EN VIRTUD de LA PAGA según sus semanas de trabajo durante el Período de LA PAGA.

Según los registros de la Compañía, **usted trabajó «MERGED_ClassWW» semanas de trabajo** durante el Período de la Clase y **trabajó «MERGED_PAGAWW» semanas de trabajo** durante el Período de LA PAGA. Si cree que trabajó más semanas de trabajo durante el Período de la Clase o el Período de LA PAGA, puede presentar una impugnación antes de la fecha límite. Consulte la Sección **E.3.** De esta Notificación.

La Corte ya ha aprobado de manera preliminar el Acuerdo y ha aprobado esta Notificación. La Corte aún no ha decidido si concede la homologación definitiva del Acuerdo. Sus derechos legales se ven afectados ya sea que actúe o no. **Lea atentamente esta Notificación. Se considerará que la ha leído y entendido cuidadosamente.** En la Audiencia de Homologación Definitiva, la Corte decidirá si homologará definitivamente el Acuerdo y cuánto del Acuerdo se pagará a los Demandantes y a los abogados de los Demandantes, Abogados de Justicia, PC (“Abogados de la Clase”). La Corte también decidirá si dictará una sentencia que requiera que G3 Enterprises realice pagos en virtud del Acuerdo y requiera que los Miembros de la Clase y los Empleados agraviados renuncien a sus derechos a hacer valer ciertos reclamos contra G3 Enterprises y otras Partes Exoneradas. Consulte la Sección **D.7. y D.8.** De esta Notificación.

G3 Enterprises no tomará represalias en su contra por ninguna acción que tome con respecto al Acuerdo.

A. RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

Si trabajó para G3 Enterprises durante el Período de la Clase y/o el Período de LA PAGA, estas son sus opciones en virtud del Acuerdo:

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro Participante de la Clase y elegible para un Pago Individual de la Clase; si es un Empleado Agraviado, también será elegible para un Pago Individual en VIRTUD DE LA PAGA. Si usted es un Miembro Participante de la Clase, renunciará a su derecho a hacer valer los Reclamos Exonerados de la Clase contra G3 Enterprises y otras Partes Exoneradas. Si usted es un Empleado Agraviado, renunciará a su derecho a hacer valer los Reclamos Exonerados en virtud DE LA PAGA contra G3 Enterprises y otras Partes Exoneradas, consulte la Sección D.7. y D.8. De esta Notificación.
Puede excluirse del Acuerdo de Clase pero no del Acuerdo EN VIRTUD DE LA PAGA La Fecha Límite para Excluirse es el 18 de noviembre del 2023	Si no desea participar en el Acuerdo de Clase, puede excluirse del Acuerdo de Clase completando y enviando una Solicitud de Exclusión por escrito o el Formulario de Solicitud de Exclusión adjunto al Administrador del Acuerdo. Consulte la Sección G. de esta Notificación. Una vez excluido del Acuerdo de Clase, no será un Miembro Participante de la Clase y ya no será elegible para un Pago Individual de la Clase; sin embargo, conservará su derecho a presentar los Reclamos Exonerados de la Clase que pueda tener contra G3 Empresas y Partes Exoneradas. Si usted es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual EN VIRTUD DE LA PAGA y renunciará a su derecho a hacer valer los Reclamos Exonerados en VIRTUD DE LA PAGA contra G3 Empresas y Partes Exoneradas. No puede excluirse del Acuerdo EN VIRTUD DE LA PAGA. Consulte la Sección D.8 de esta Notificación.
Los Miembros Participantes de la Clase pueden oponerse al Acuerdo de Clase; Las oposiciones escritas deben presentarse antes del 18 de noviembre del 2023	Todos los Miembros de la Clase que no se excluyan del Acuerdo de Clase (“Miembros Participantes de la Clase”) puede oponerse al Acuerdo de Clase completando y presentando una Notificación de Oposición por escrito o el Formulario de Notificación de Oposición adjunto al Administrador del Acuerdo o compareciendo y oponiéndose verbalmente en la Audiencia de Homologación Definitiva de la Corte. No es personalmente responsable de ningún pago al Abogado de la Clase o a los Demandantes. Si contrata a su propio abogado separado, puede ser responsable de los honorarios y costos de ese abogado. Consulte la Sección H. de esta Notificación.
Puede participar en la Audiencia de Homologación Definitiva del 15 de febrero de 2024	La Audiencia de Homologación Definitiva de la Corte está programada para llevarse a cabo el 15 de febrero del 2024 a las 8:30 a. m. en el Departamento 22 de la Corte Superior del Condado de Stanislaus, Modesto, California. No tiene que asistir, pero tiene derecho a comparecer en persona (o contratar a un abogado para que comparezca en su nombre a su propio costo). Los Miembros Participantes de la Clase pueden oponerse verbalmente al Acuerdo en la Audiencia de Homologación Definitiva. Consulte la Sección H. y I. De esta Notificación.
Puede impugnar la cantidad de Semanas de Trabajo que se le acreditaron; las Disputas por Semanas de Trabajo deben presentarse antes del 18 de noviembre del 2023	El importe de su Pago Individual de la Clase depende de cuántas semanas de trabajo trabajó durante el Período de la Clase, mientras que el importe de su Pago Individual EN VIRTUD DE LA PAGA (si lo hubiera) depende de cuántas semanas de trabajo trabajó durante el Período de LA PAGA. La cantidad de semanas de trabajo que trabajó de acuerdo con los registros de la Compañía se indica en la primera página de esta Notificación. Si no está de acuerdo con cualquiera de estos números, debe enviar una Disputa de Semanas de Trabajo de conformidad con los requisitos establecidos en la Sección E.3. De esta Notificación.

B. ¿DE QUÉ SE TRATA LA ACCIÓN?

El 23 de febrero del 2021, el Demandante Ted Ferguson presentó una Demanda de Acción de Clase por Daños, Caso No CV-21-000848 en la Corte Superior del Condado de Stanislaus, contra el Demandado G3 Enterprises, Inc. Por violaciones al Código Laboral de California y al Código de Negocios y Profesiones de California. (“**Acción de Clase**” o “**Acción**”). El 1 de agosto del 2022, los Demandantes Lisa Flathers y Joel Flores presentaron una presentación ante la Agencia de Trabajo

y Desarrollo de la Fuerza Laboral (“**LWDA**”) y le entregó al Demandado una notificación conforme al artículo 2699,3 del Código Laboral de California que indicaba que tenía la intención de actuar como representante de la LWDA para recuperar sanciones civiles en nombre de los empleados agraviados por varias presuntas violaciones del Código Laboral de California (“**Notificación de PAGA**”). El 5 de octubre de 2022, los Demandantes Flathers y Flores presentaron una Demanda por Aplicación conforme a la Ley de Procuraduría General Privada, Artículos 2698, et seq. Del Código Laboral de California. Solicitar sanciones civiles conforme a la PAGA contra el Demandado, Caso No CV-22-004547 (“**Acción en VIRTUD DE LA PAGA**”). El 17 de mayo del 2023, los Demandantes Flathers y Flores presentaron ante la LWDA y notificaron al Demandado otra notificación conforme al artículo 2699,3 del Código Laboral de California con respecto a su intención de actuar como representante de la LWDA para recuperar sanciones civiles en nombre de los empleados agraviados por varias presuntas violaciones del Código Laboral (“**Notificación adicional DE LA PAGA**”). La Primera Demanda de Acción de Clase Consolidada Modificada por Daños y Aplicación conforme a la Ley de Procuraduría General Privada, Artículo 2698 del Código Laboral de California (“**Demanda Vigente**”) en la Acción alega que el Demandado violó las leyes laborales de California al (a) no pagar salarios, incluyendo el pago de primas por horas extra y el salario mínimo; (b) no proporcionar períodos de comida y/o descanso de acuerdo con la ley aplicable, incluidos pagos equivalentes a una hora de la tarifa regular de pago del empleado por períodos de comida y/o descanso perdidos, cortos o tardíos y presunta falta de pago de salarios por períodos de comida trabajados y no tomados; (c) omitir ciertos tipos de remuneración al calcular la tarifa regular de pago de un empleado; (d) no pagar la compensación a la tarifa final de pago de los empleados por los días de vacaciones pagadas no utilizados al momento de la finalización del empleo y las sanciones asociadas al mismo; (e) no indemnizar y/o reembolsar a los empleados por todos los gastos comerciales; (f) no mantener registros de nómina de pago precisos y requeridos; (g) no emitir talones de cheque precisos y conformes; (h) no emitir el pago oportuno de los salarios durante y al momento de la finalización del empleo; (i) no proporcionar un día de descanso cada siete; (j) no notificar los términos materiales de empleo; (k) no brindar licencia por enfermedad paga y licencia por enfermedad complementaria por COVID; y (l) no brindar paga por informar conforme. Sobre la base de estas presuntas violaciones, los Demandantes también han afirmado que el Demandado participó en prácticas comerciales desleales en violación del Artículo 17200, et seq. Del Código de Negocios y Profesiones de California. Y debe sanciones civiles conforme a la Ley de Procuraduría General Privada, artículos 2698, et seq. Del Código Laboral de California. (“PAGA”).

Los Demandantes están representados por abogados en la Acción: Abogados *por* la Justicia, PC (“Abogados de la Clase”).

El Demandado niega rotundamente haber violado cualquier ley o no haber pagado ningún salario y sostiene que cumplió con todas las leyes aplicables.

C. ¿QUÉ SIGNIFICA QUE LA ACCIÓN SE ACUERDA?

Hasta el momento, la Corte no ha tomado ninguna determinación sobre si los Demandantes o el Demandado tienen razón sobre el fondo del asunto. Mientras tanto, los Demandantes y el Demandado contrataron a un mediador neutral con experiencia en un esfuerzo por resolver la Acción negociando el fin de los casos por acuerdo (resolver los casos) en lugar de continuar con el costoso y largo proceso de litigación. Las negociaciones tuvieron éxito. Al firmar el Acuerdo de Acción de Clase y Acción de PAGA (“**Acuerdo**”, “**Acuerdo**”) o “**Acuerdo**”) y acordando solicitar conjuntamente a la Corte que dicte una sentencia que ponga fin a la Acción y haga cumplir el Acuerdo, los Demandantes y el Demandado han negociado un Acuerdo que está sujeto a la homologación definitiva de la Corte. Ambas partes acuerdan que el Acuerdo es un compromiso de los reclamos en disputa. Al aceptar llegar a un acuerdo, el Demandado no admite ninguna violación ni concede el mérito de ningún reclamo.

Los Demandantes y el Abogado de la Clase creen que: (1) G3 Enterprises ha acordado pagar un monto justo, razonable y adecuado teniendo en cuenta la solidez de los reclamos y los riesgos e incertidumbres de continuar con el litigio; y (2) el Acuerdo es en el mejor interés del Miembro de la Clase, los Empleados agraviados y el Estado de California.

La Corte aprobó de manera preliminar el Acuerdo como justo, razonable y adecuado; autorizó esta Notificación; y programó una audiencia para determinar si otorgará la homologación definitiva del Acuerdo y dictará sentencia.

D. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. El Importe Total del Acuerdo es de \$3.842.447,00 (“Importe Total del Acuerdo”). G3 Enterprises ha acordado depositar \$3.500.000,00 en una cuenta controlada por el Administrador del Acuerdo para el Acuerdo (el “Importe Bruto del Acuerdo”). G3 Enterprises ya ha pagado \$342.447,00 a empleados actuales y exempleados no exentos en ajustes de pago, sanciones y conciliación del Código Laboral de California y el artículo 17200 del Código de Negocios y Profesiones de California entre la fecha en que se presentó la Acción y el 14 de abril del 2023 (“**Pagos Posteriores a la Acción**”). El Importe Total del Acuerdo consiste en el Importe Bruto del

Acuerdo más los Pagos Posteriores a la Acción. El Administrador del Acuerdo utilizará el Importe Bruto del Acuerdo para pagar los Pagos Individuales de la Clase a los Miembros Participantes de la Clase, los Pagos Individuales EN virtud de LA PAGA a los Empleados agraviados, los Aumentos en el Pago a los Demandantes, los Honorarios y Costos de Abogados a los Abogados de la Clase, los Costos de Administración del Acuerdo al Administrador del Acuerdo y el Pago de la LWDA a la LWDA. Suponiendo que la Corte otorgue la homologación definitiva del Acuerdo, G3 Enterprises financiará el Importe Bruto del Acuerdo más la parte del empleador de los impuestos sobre la nómina de pago adeudados sobre los pagos salariales realizados del Importe Neto del Acuerdo a los Miembros de la Clase (“Impuestos del Empleador”) no más de catorce (14) días calendario después de la Fecha de Entrada en Vigencia del Acuerdo. El Administrador del Acuerdo realizará los pagos requeridos dentro de los siete (7) días calendario después de que G3 Empresas deposite el Importe Bruto del Acuerdo y los Impuestos del Empleador.

2. Deducciones aprobadas por la Corte del Importe Bruto del Acuerdo. En la Audiencia de Homologación Definitiva, los Demandantes y/o el Abogado de la Clase solicitarán a la Corte que apruebe las siguientes deducciones del Importe Bruto del Acuerdo, cuyos importes serán decididos por la Corte en la Audiencia de Homologación Definitiva:
 - a. Costos y honorarios de abogados: Hasta el 38 % del Importe Total del Acuerdo (hasta \$1.460.129,86, si el Importe Total del Acuerdo es \$3.842.447,00) para el Abogado de la Clase por honorarios de abogados y hasta \$30.000,00 por sus costos y gastos reales de litigación (“**Honorarios y Costos de Abogados**”). Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Acción sin pago.
 - b. Aumento en los premios: Hasta \$11.500,00 cada uno a los Demandantes Ferguson, Flathers y Flores por llevar adelante la Acción de Clase y LA Acción EN VIRTUD DE LA PAGA, trabajar con el Abogado de la Clase y representar a la Clase, a los Empleados agraviados y al Estado de California (“**Aumento en el Pago**”).
 - c. Costos de Administración del Acuerdo: Hasta \$30.000,00 al Administrador del Acuerdo por sus honorarios y gastos incurridos en la administración del Acuerdo (“**Costos de Administración del Acuerdo**”).
 - d. Importe del Acuerdo EN VIRTUD DE LA PAGA: Hasta \$400.000,00 por sanciones civiles en virtud DE LA PAGA (“**Importe del Acuerdo EN virtud de LA PAGA**”), asignados el 75 % (\$300.000,00) a la LWDA (“**Pago a la LWDA**”) y el 25 % (\$100.000,00) a los Empleados agraviados (“**Acuerdo EN VIRTUD DE LA PAGA DE los Empleados agraviados**”) como Pagos Individuales en virtud de LA PAGA, distribuido de *manera prorrateada* según sus semanas de trabajo durante el Período de LA PAGA.
3. Importe Neto del Acuerdo distribuido a los Miembros Participantes de la Clase. Después de realizar las deducciones previstas en la Sección **D.2** anterior en los montos aprobados por la Corte, el Administrador del Acuerdo distribuirá el resto del Importe Bruto del Acuerdo (el “**Importe Neto del Acuerdo**”) al realizar Pagos Individuales de la Clase a los Miembros Participantes de la Clase *en* función de prorrateado en sus semanas de trabajo durante el Período de la Clase.
4. Impuestos adeudados sobre los pagos a los Miembros Participantes de la Clase y a los Empleados agraviados. Los Demandantes y G3 empresas solicitan a la Corte que apruebe una asignación del 20 % de cada Pago Individual de la Clase a salarios impositivos (“parte salarial”) y del 80 % a [p. ej., sanciones, intereses, etc.] (“parte no salarial”). La parte salarial está sujeta a la parte de las retenciones del empleado y se informará en los Formularios W-2 del IRS. (G3 Las Empresas pagarán por separado los impuestos del Empleador que adeuda sobre la parte salarial). Los Pagos Individuales EN VIRTUD DE LA PAGA se cuentan como sanciones, en lugar de salarios, a efectos impositivos. El Administrador del Acuerdo informará los Pagos Individuales EN VIRTUD DE LA PAGA y las partes no salariales de los Pagos Individuales de la Clase en los Formularios 1099-MISC del IRS.

Si bien los Demandantes y el Demandado han aceptado estas asignaciones, ninguna de las partes le brinda asesoramiento sobre si los pagos que recibe del Acuerdo están sujetos a impuestos o cuánto podría adeudar en impuestos. Usted es responsable de pagar todos los impuestos (incluidas sanciones e intereses sobre impuestos

atrasados) sobre cualquier pago que reciba del Acuerdo. Debe consultar a un asesor impositivo si tiene alguna pregunta sobre las consecuencias impositivas del Acuerdo.

5. Necesidad de cobrar inmediatamente los cheques de pago. El anverso de cada cheque emitido para los Pagos Individuales de la Clase y los Pagos Individuales EN VIRTUD DE LA PAGA mostrará la fecha en que vence el cheque (la fecha de anulación). Si no cobra, deposita o negocia su cheque antes de la fecha de anulación, el cheque se cancelará automáticamente y el dinero se depositará en la Oficina del Controlador del Estado de California, División de Propiedad No Reclamada en su nombre. Si el dinero representado por su cheque se envía a la División de Propiedad No Reclamada del Controlador, debe consultar las instrucciones de la División sobre cómo recuperar su dinero en el siguiente sitio web: https://www.sco.ca.gov/upd_form_claim.html
6. El Acuerdo será nulo si la Corte niega la Homologación Definitiva. Es posible que la Corte se niegue a conceder la homologación definitiva del Acuerdo o se niegue a dictar una sentencia. También es posible que la Corte dicte una sentencia que se revoque en la apelación. Los Demandantes y G3 Enterprises han acordado que, en cualquier caso, el Acuerdo será nulo y que G3 Enterprises no pagará ninguna suma de dinero (excepto los honorarios y costos del Administrador del Acuerdo hasta la fecha en que el Acuerdo sea nulo). En el caso de que el Acuerdo sea nulo, las exoneraciones de los reclamos contemplados en el Acuerdo también serán inválidas.
7. Exoneración de los Reclamos Exonerados del Acuerdo de la Clase y de los Miembros Participantes de la Clase.

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

En virtud del Acuerdo y mediante la operación de la Orden y Sentencia de Homologación Definitiva contempladas que será aprobada por la Corte, en la Fecha de Entrada en Vigencia del Acuerdo y el pago por parte del Demandado al Administrador del Acuerdo del importe total del Importe Bruto del Acuerdo y los Impuestos del Empleador, se considerará que los Demandantes y los Miembros Participantes de la Clase han exonerado, acordado, comprometido, comprometido, en forma completa, definitiva y para siempre, renunció y exoneró a las Partes Exoneradas de todos los Reclamos Exonerados de la Clase. El período de esta exoneración se extenderá hasta los límites del Período de la Clase.

“**Reclamos Exonerados de la Clase**” se refiere a todos los reclamos conforme a la ley federal, estatal o local alegados en la Demanda vigente o que podrían haberse alegado sobre la base de los hechos, asuntos, transacciones, o sucesos alegados en la Demanda vigente, que surjan durante el Período de la Clase, incluidos, entre otros, los reclamos por el supuesto (a) incumplimiento del Demandado de (i) pago de salarios (incluidos salarios regulares, mínimos, horas extra y primas), (ii) proporcionar períodos de comida y descanso compatibles y pagos y primas asociados en su lugar, (iii) pagar los salarios oportunamente durante el empleo y al momento de la desvinculación, (iv) proporcionar talones de cheque precisos y conformes, (v) mantener registros de nómina de pago completos y precisos, (vi) reembolsar los gastos necesarios relacionados con el negocio, (vii) proporcionar un día de descanso cada siete, (viii) notificar los términos materiales de empleo, (ix) brindar licencia por enfermedad paga y licencia por enfermedad complementaria por COVID, y (x) brindar paga por informar el tiempo; (b) prácticas comerciales desleales o ilegales conforme a los artículos 17200, *et seq. del Código de Negocios y Profesiones de California.*, Sobre la base de lo anterior; y (c) violación del Código Laboral de California que surja o esté relacionada con lo anterior, incluida la violación de los artículos 201, 202, 203, 204, 210 del Código Laboral de California, 226, 226,7, 245-249, 510, 512, 551, 552, 558, 1174(d), 1174,5, 1182,2, 1194, 1194,2, 1197, 1197,1, 1198, 2800, 2802, 2810,5 y Órdenes Salariales de la Comisión de Bienestar Industrial, incluidas , *entre otras cosas*, las Órdenes Salariales 1-2001, 4-2001, 7-2001, 8-2001, y 9-2001.

“**Partes Exoneradas**” significa G3 Enterprises, Inc. Sus subsidiarias, compañías o entidades afiliadas actuales y anteriores, predecesores y sucesores (incluidos, entre otros, cada uno de sus respectivos propietarios, miembros, funcionarios, directores, gerentes, empleados, socios, accionistas y agentes.

8. Acuerdo EN VIRTUD DE LA PAGA y Exoneración por parte de los Empleados agraviados DE los Reclamos Exonerados

“**Acuerdo EN VIRTUD DE LA PAGA**” significa el acuerdo y resolución de los Reclamos Exonerados EN VIRTUD DE LA PAGA

En virtud del Acuerdo y mediante la operación de la Orden y Sentencia de Homologación Definitiva contempladas que será aprobada por la Corte, en la Fecha de Entrada en Vigencia del Acuerdo y la financiación total del importe total del Importe Bruto del Acuerdo y los Impuestos del Empleador por el Demandado, los Demandantes Flathers y Flores, se considerará que el Estado de California con respecto a los Empleados agraviados, y los Empleados agraviados han exonerado, acordado, comprometido, comprometido, en forma plena, definitiva y para siempre. renunció y exoneró a las Partes Exoneradas (definidas anteriormente en la Sección D.7 de esta Notificación) de todos los Reclamos Exonerados en VIRTUD DE LA PAGA relacionados con los Demandantes Flathers y Flores y los Empleados agraviados, ya sean conocidos o desconocidos. El Estado de California con respecto a los Empleados agraviados y los Empleados agraviados no exoneran ningún reclamo basado en hechos que ocurran fuera del Período de LA PAGA.

“**Reclamos Exonerados EN virtud DE LA PAGA**” se refiere a todos los reclamos por sanciones civiles en virtud DE LA PAGA alegados en la Demanda Operativa, Notificación de LA PAGA y Notificación de LA PAGA Adicional o que podrían haberse alegado sobre la base de los hechos, asuntos, transacciones o sucesos alegados en la Demanda Operativa, Notificación de la PAGA, y Notificación Adicional DE LA PAGA que surja durante el Período de LA PAGA, lo que incluye, entre otros, reclamos por el supuesto (a) incumplimiento del Demandado en el pago de salarios (incluidos salarios regulares, mínimos, horas extra y primas), (ii) proporcionar períodos de comida y descanso compatibles y pagos de pago y primas asociados en su lugar, (iii) pagar los salarios oportunamente durante el empleo y al momento de la desvinculación, (iv) proporcionar talones de cheque precisos y conformes, (v) mantener registros de nómina de pago completos y precisos, (vi) reembolsar los gastos necesarios relacionados con el negocio, (vii) proporcionar un día de descanso cada siete, (viii) notificar los términos materiales de empleo, (ix) brindar licencia por enfermedad paga y licencia por enfermedad complementaria por COVID, y (x) brindar paga por informar el tiempo; y (b) violación del Código Laboral de California que surja o se relacione con lo mencionado anteriormente, lo que incluye violación de los artículos 201, 202, 203, 204, 210 del Código Laboral de California, 226, 226,7, 245-249, 510, 512, 551, 552, 558, 1174(d), 1174,5, 1182,2, 1194, 1194,2, 1197, 1197,1, 1198, 2800, 2802, 2810,5 y Órdenes Salariales de la Comisión de Bienestar Industrial, incluidas , *entre otras cosas*, las Órdenes Salariales 1-2001, 4-2001, 7-2001, 8-2001, y 9-2001.

E. ¿CÓMO CALCULARÁ EL ADMINISTRADOR DEL ACUERDO MI PAGO?

1. Pagos Individuales de la Clase. El Administrador del Acuerdo calculará y distribuirá la *parte* prorrateada de cada Miembro Participante de la Clase del Importe Neto del Acuerdo (“**Pagos Individuales de la Clase**”) en función de la cantidad de semanas de trabajo durante el Período de la Clase. Los Pagos Individuales de la Clase se calcularán de la siguiente manera: El Administrador del Acuerdo dividirá el Importe Neto del Acuerdo final por las Semanas de **Trabajo de todos los Miembros Participantes de la Clase para obtener el “Valor Final de la Semana de Trabajo”**. y multiplique las Semanas de Trabajo Individuales de cada Miembro Participante de la Clase por el Valor Final de la Semana de Trabajo para obtener su Pago Individual de la Clase.
2. Pagos Individuales DE LA PAGA. El Administrador del Acuerdo calculará y distribuirá la *parte* prorrateada de cada Empleado agraviado del Acuerdo EN VIRTUD DE LA PAGA de los Empleados agraviados (“**Pagos Individuales EN VIRTUD de LA PAGA**”) en función de sus semanas de trabajo durante el Período de LA PAGA. Los Pagos Individuales EN VIRTUD DE LA PAGA se calcularán de la siguiente manera: El Administrador del Acuerdo dividirá el Acuerdo EN VIRTUD DE LA PAGA DE los Empleados agraviados (es decir, el 25 % del Importe del Acuerdo EN VIRTUD DE LA PAGA) por la cantidad total de Semanas de **Trabajo del Empleado agraviado trabajadas durante el Período de LA PAGA para obtener el “Valor de LA Semana de Trabajo EN VIRTUD de LA PAGA”**, y multiplique las Semanas de Trabajo Individuales de cada Empleado Agraviado durante el Período de LA PAGA por el Valor de LA Semana de Trabajo de LA PAGA para obtener su Pago Individual en virtud de la PAGA.
3. Disputas de Semanas de Trabajo. La cantidad de semanas de trabajo que trabajó durante el Período de la Clase y el Período de LA PAGA (si corresponde), según se registra en los registros de la Compañía, se indica en la primera página de esta Notificación. Si cree que alguna de esa información no es correcta, puede impugnarla enviando una carta (“**Disputa de Semanas de Trabajo**”) al Administrador del Acuerdo que: (A) contenga el nombre del caso y el número de la Acción de Clase; (b) contenga su nombre completo, firma, dirección, número

de teléfono y los últimos cuatro dígitos de su número de Seguro Social; (c) indique claramente que usted impugna la cantidad de semanas de trabajo acreditadas y lo que usted sostiene que es la cantidad correcta que se le acreditará; (d) incluya información y/o adjunte documentación que respalde la cantidad de semanas de trabajo que usted sostiene que se deben acreditar; y (e) se devuelva por correo al Administrador del Acuerdo a la dirección especificada, con sello postal del **18 de noviembre del 2023 o una fecha anterior**. La Sección J. de esta Notificación tiene la información de contacto del Administrador del Acuerdo.

El Administrador del Acuerdo aceptará el cálculo de las semanas de trabajo de la Compañía basado en los registros de la Compañía como preciso a menos que envíe copias de los registros que contengan información contraria o que el Administrador del Acuerdo descubra un error de cálculo. Debe enviar copias en lugar de originales porque los documentos no se le devolverán. El Administrador del Acuerdo resolverá la Disputa de las Semanas de Trabajo después de consultar con usted, el Abogado de la Clase y el abogado de la Compañía. La decisión del Administrador del Acuerdo será definitiva. No puede apelar ni impugnar su decisión final.

F. ¿CÓMO SE ME PAGA?

El Administrador del Acuerdo emitirá a cada Miembro Participante de la Clase (*es decir*, a cada Miembro de la Clase que no se excluya del Acuerdo de Clase) un Pago Individual de la Clase y emitirá a cada Empleado Agravado un Pago Individual en VIRTUD de la PAGA mediante cheques enviados por correo de los EE. UU. El Administrador del Acuerdo puede emitir un solo cheque, combinando el Pago Individual de la Clase y el Pago Individual EN VIRTUD DE LA PAGA si el destinatario es elegible para ambos pagos.

Su cheque será enviado a la misma dirección que esta Notificación. Si cambia de dirección, asegúrese de notificar al Administrador del Acuerdo lo antes posible. La Sección J. de esta Notificación tiene la información de contacto del Administrador del Acuerdo.

G. ¿CÓMO ME EXCLUYO DEL ACUERDO DE CLASE?

Completar y enviar al Administrador del Acuerdo un Formulario de Solicitud de Exclusión por escrito (adjunto) o una carta equivalente (“**Solicitud de Exclusión**”) a la Administración del Acuerdo que refleje su deseo de ser excluido de la Clase y no participar en el Acuerdo de Clase. Debe: (1) contener el nombre del caso y el número de la Acción de Clase; (2) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social; (3) indicar claramente que no desea ser incluido en el Acuerdo de Clase; y (4) enviarse por correo al Administrador del Acuerdo a la dirección especificada, con sello postal del **18 de noviembre del 2023 o una fecha anterior, o será inválida**. La Sección J. de la Notificación contiene la información de contacto del Administrador del Acuerdo.

H. ¿CÓMO ME OPONGO AL ACUERDO?

Solo los Miembros Participantes de la Clase tienen derecho a oponerse al Acuerdo de Clase. Para hacerlo por escrito, complete y envíe al Administrador del Acuerdo un Formulario de Notificación de Oposición por escrito (adjunto) o una carta equivalente (“**Notificación de Oposición**”) al Administrador del Acuerdo que refleje su oposición al Acuerdo de Clase que: (1) contiene el nombre del caso y el número de la Acción de Clase; (2) contiene su nombre completo, firma, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social; (3) contenga una declaración escrita de todos los motivos de la oposición al Acuerdo de Clase acompañada de cualquier respaldo legal para dicha oposición; (4) incluya copias de cualquier documento, informe u otros documentos en los que se base la oposición al Acuerdo de Clase; (5) contiene el nombre y la información de contacto de cualquier abogado que lo represente con respecto a su oposición al Acuerdo de Clase; y (6) se devuelve por correo al Administrador del Acuerdo a la dirección especificada, con sello postal del **18 de noviembre del 2023 o una fecha anterior**. La Sección J. de esta Notificación tiene la información de contacto del Administrador del Acuerdo.

Alternativamente o además de presentar una Notificación de Oposición por escrito, un Miembro Participante de la Clase puede oponerse (o contratar personalmente a un abogado para oponerse a su propio costo) asistiendo a la Audiencia de Homologación Definitiva. Usted (o su abogado) debe estar listo para decirle a la Corte a qué se opone, por qué se opone y cualquier hecho que respalde su oposición. Consulte la Sección I. De esta Notificación (inmediatamente a continuación) para detalles sobre la Audiencia de Homologación Definitiva.

I. ¿PUEDO ASISTIR A LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA?

Puede, pero no es necesario, asistir a la Audiencia de Homologación Definitiva el **15 de febrero del 2024 a las 8:30 a. m.** en el Departamento 22 de la Corte Superior del Condado de Stanislaus, ubicado en 801 10th Street, 6° piso, Modesto, California 95354. En la audiencia, la Corte decidirá si concede la homologación definitiva del Acuerdo y cuánto del Importe Bruto del Acuerdo se pagará al Abogado de la Clase, a los Demandantes y al Administrador del Acuerdo. La Corte invitará a los opositores, el Abogado de la Clase y el abogado de G3 Enterprises antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista).

Es posible que la Corte re programe la Audiencia de Homologación Definitiva. Debe consultar el calendario de la Corte en <https://www.stanislaus.courts.ca.gov/online-services/court-calendar> con anticipación o contactar al Administrador del Acuerdo o al Abogado de la Clase para verificar la fecha y hora de la Audiencia de Homologación Definitiva.

J. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que G3 Empresas y Demandantes han prometido hacer, y los términos para la resolución de la Acción, los Reclamos Exonerados de la Clase y los Reclamos Exonerados EN virtud de la PAGA, en virtud del Acuerdo. La forma más fácil de leer el Acuerdo, la Orden y Sentencia de Homologación Definitiva contempladas, o cualquier otro documento relacionado con el caso o el Acuerdo es visitar el sitio web de la Corte (<https://stanportal.stanct.org/search>) e ingresar el número de caso para la Acción de Clase (Caso No CV-21-000848) o Acción EN VIRTUD DE LA PAGA (Caso No. CV-22-004547). También puede llamar por teléfono o enviar un correo electrónico al Abogado de la Clase o al Administrador del Acuerdo utilizando la información de contacto que se indica a continuación. También puede programar una cita para revisar personalmente los documentos de la corte en la Secretaría de la Corte, ubicada en 801 10th Street, 4th floor, Modesto, California 95354, llamando al (209) 530-3100.

NO LLAME POR TELÉFONO A LA CORTE SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase:

ABOGADOS PARA LA JUSTICIA, PC

Arby Aiwarzian (No. 269827 del Colegio de Abogados del Estado de California)

Joanna Ghosh (No. 272479 del Colegio de Abogados del Estado de California)

Kyla Buenaventura (CA State Bar No. 346443)

410 West Arden Avenue, Suite 203

Glendale, California 91203

Teléfono: (818) 265-1020

Fax: (818) 265-1021

K. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar de inmediato al Administrador del Acuerdo si se muda o cambia su dirección postal.

Ferguson et al v. G3 Enterprises Inc.

c/o Administrador del Acuerdo

P.O. Recuadro 26170

Santa Ana, CA 92799

Tel.: (866) 383-0705

NOTICE OF OBJECTION FORM

Ferguson, et al. vs. G3 Enterprises, Inc., Stanislaus Superior Court Case No. CV-21-000848

Only complete this form if you want to object to the class action settlement (that is referred to as “Class Settlement” and discussed further in the Notice of Class Action and PAGA Representative Action Settlement that originally accompanied this form) in the above-referenced lawsuit (“Action”).

IF YOU OBJECT TO THE CLASS SETTLEMENT, YOU WILL STILL BE INCLUDED IN THE CLASS SETTLEMENT AND WILL RELEASE YOUR RELEASED CLASS CLAIMS. IF INSTEAD YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT, YOU MUST FILL OUT THE SEPARATE FORM TITLED “REQUEST FOR EXCLUSION.” DO NOT fill out both forms.

MY OBJECTION

I confirm that I worked for Defendant G3 Enterprises, Inc. in California as a non-exempt or hourly-paid employee at any time during the period from February 23, 2017 through August 11, 2023. I also confirm that I have received and read the Notice of Class Action and PAGA Representative Action Settlement that originally accompanied this form and that provides information regarding the Class Settlement and PAGA Settlement in the Action.

I wish to object to the Class Settlement reached in the Action based on the following grounds (you may attach additional pages if necessary):

Print Full Name of Objector: _____

Last Four Digits of Objector’s Social Security Number: ____ ____ ____ ____

Objector’s Street Address: _____

Objector’s City, State and Zip Code: _____

Objector’s Telephone Number: _____

Full Name and Contact Information of Attorney, If Any, Representing Objector:

Objector’s Signature: _____ Date: _____

THIS FORM MUST BE COMPLETED, SIGNED, MAILED BY MAIL TO THE SETTLEMENT ADMINISTRATOR, AND POSTMARKED ON OR BEFORE **NOVEMBER 18, 2023**. Send this form to the Settlement Administrator at:

Ferguson et al v. G3 Enterprises Inc.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Tel: (866) 383-0705

FORMULARIO DE NOTIFICACIÓN DE OPOSICIÓN

Ferguson, et al Vs. G3 Enterprises, Inc., Corte Superior de Stanislaus Caso No. CV-21-000848

Solo complete este formulario si desea oponerse al acuerdo de acción de clase (que se denomina “Acuerdo de Clase” y se trata más adelante en la Notificación de Acción de Clase y el Acuerdo de Acción Representante EN VIRTUD de LA PAGA que originalmente acompañó a este formulario) en el juicio mencionado anteriormente (“Acción”).

SI SE OPONE AL ACUERDO DE CLASE, AÚN SERÁ INCLUIDO EN EL ACUERDO DE CLASE Y EXONERARÁ SUS RECLAMOS EXONERADOS DE CLASE. SI EN CAMBIO DESEA EXCLUIRSE DEL ACUERDO DE CLASE, DEBE COMPLETAR EL FORMULARIO SEPARADO TITULADO “SOLICITUD DE EXCLUSIÓN”. NO complete ambos formularios.

MI OPOSICIÓN

Confirmando que trabajé para el Demandado G3 Enterprises, Inc. En California como empleado no exento o por hora en cualquier momento durante el período comprendido entre el 23 de febrero del 2017 11 de agosto de 2023. También confirmo que he recibido y leído la Notificación de Acción de Clase y Acuerdo de Acción Representante EN VIRTUD DE LA PAGA que acompañó originalmente este formulario y que brinda información sobre el Acuerdo de Clase y el Acuerdo en virtud DE LA PAGA en la Acción.

Deseo oponerme al Acuerdo de Clase al que se llegó en la Acción sobre la base de los siguientes motivos (puede adjuntar páginas adicionales si es necesario):

Nombre completo en letra de imprenta del opositor: _____

Últimos cuatro dígitos del número de Seguro Social de la persona que se opone: ____ _

Dirección de la persona que se opone: _____

Ciudad, estado y código postal del opositor: _____

Número de teléfono del opositor: _____

Nombre completo e información de contacto del Abogado, si la hubiera, que represente a la persona que se opone:

Firma del opositor: _____ Fecha: _____

ESTE FORMULARIO DEBE COMPLETARSE, FIRMARSE, ENVIARSE POR CORREO AL ADMINISTRADOR DEL ACUERDO Y TENER SELLO POSTAL DEL **18 DE NOVIEMBRE DEL 2023 O UNA FECHA ANTERIOR**. Envíe este formulario al Administrador del Acuerdo a:

Ferguson et al v. G3 Enterprises Inc.
c/o Administrador del Acuerdo
P.O. Recuadro 26170
Santa Ana, CA 92799
Tel.: (866) 383-0705

REQUEST FOR EXCLUSION FORM

Ferguson, et al. vs. G3 Enterprises, Inc., Stanislaus Superior Court Case No. CV-21-000848

Only complete this form if you want to opt out of (not participate in) the class action settlement (that is referred to as “Class Settlement” and discussed further in the Notice of Class Action and PAGA Representative Action Settlement that originally accompanied this form) in the above-referenced lawsuit (“Action”).

IF YOU OPT OUT OF THE CLASS SETTLEMENT, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE CLASS SETTLEMENT.

MY REQUEST FOR EXCLUSION

I confirm that I worked for Defendant G3 Enterprises, Inc. in California as a non-exempt or hourly-paid employee at any time during the period from February 23, 2017 through August 11, 2023. I also confirm that I have received and read the Notice of Class Action and PAGA Representative Action Settlement that originally accompanied this form and that provides information regarding the Class Settlement and PAGA Settlement in the Action.

Please exclude me from the Class Settlement in the Action. **I do not wish to receive any payment under the terms of the Class Settlement or to otherwise participate in the Class Settlement.** I understand that if I am an Aggrieved Employee (namely, if I worked for Defendant G3 Enterprises, Inc. in the State of California as a non-exempt or hourly-paid employee at some point during the period from August 1, 2021 through and including August 11, 2023), I will nevertheless remain bound to the PAGA Settlement and be issued payment under the terms of the PAGA Settlement.

Print Full Name: _____

Last Four Digits of My Social Security Number: ____ ____ ____ ____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

My Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED BY YOU, MAILED BY MAIL TO THE SETTLEMENT ADMINISTRATOR, AND POSTMARKED ON OR BEFORE NOVEMBER 18, 2023. Send this form to the Settlement Administrator at:

Ferguson et al v. G3 Enterprises Inc.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Tel: (866) 383-0705

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Ferguson, et al Vs. G3 Enterprises, Inc, Corte Superior de Stanislaus Caso No. CV-21-000848

Solo complete este formulario si desea excluirse (no participar) del acuerdo de acción de clase (que se denomina “Acuerdo de Clase” y se trata más adelante en la Notificación de Acción de Clase y el Acuerdo de Acción de Representante EN VIRTUD de LA PAGA que acompañó originalmente este formulario) en el juicio arriba mencionado (“Acción”).

SI SE EXCLUYE DEL ACUERDO DE CLASE, NO RECIBIRÁ NINGÚN PAGO DEL ACUERDO DE CLASE.

MI SOLICITUD DE EXCLUSIÓN

Confirmando que trabajé para el Demandado G3 Enterprises, Inc. En California como empleado no exento o por hora en cualquier momento durante el período comprendido entre el 23 de febrero del 2017 y 11 de agosto de 2023. También confirmo que he recibido y leído la Notificación de Acción de Clase y Acuerdo de Acción Representante EN VIRTUD DE LA PAGA que acompañó originalmente este formulario y que brinda información sobre el Acuerdo de Clase y el Acuerdo en virtud DE LA PAGA en la Acción.

Por favor, excluirme del Acuerdo de Clase en la Acción. **No deseo recibir ningún pago conforme a los términos del Acuerdo de Clase ni participar de otro modo en el Acuerdo de Clase.** Entiendo que si soy un Empleado Agraviado (es decir, si trabajé para el Demandado G3 Enterprises, Inc. En el Estado de California como empleado no exento o por hora en algún momento durante el período comprendido entre el 1 de agosto del 2021 y 11 de agosto de 2023), seguiré obligado al Acuerdo EN VIRTUD DE LA PAGA y recibiré un pago conforme a los términos del Acuerdo EN virtud DE LA PAGA.

Nombre completo en letra de imprenta: _____

Últimos cuatro dígitos de mi número de Seguro Social: _____

Dirección: _____

Ciudad, estado y código postal: _____

Número de teléfono: _____

Mi firma: _____ Fecha: _____

PARA QUE SEA VÁLIDO, ESTE FORMULARIO DE SOLICITUD DE EXCLUSIÓN DEBE SER COMPLETADO, FIRMADO POR USTED, ENVIADO POR CORREO AL ADMINISTRADOR DEL ACUERDO Y CON SELLO POSTAL DEL **18 DE NOVIEMBRE DEL 2023 O UNA FECHA ANTERIOR.** Envíe este formulario al Administrador del Acuerdo a:

Ferguson et al v. G3 Enterprises Inc.
c/o Administrador del Acuerdo
P.O. Recuadro 26170
Santa Ana, CA 92799
Tel.: (866) 383-0705

EXHIBIT B



Reference No. 20230505-PJI-03

May 5, 2023

Kyla Buenaventura, Esq.
Lawyers for Justice
410 West Arden Avenue, Suite 203
Glendale, CA 91203

RE: TF-G3 Enterprises-0848 Class and PAGA Action

Dear Kyla,

Thank you for this opportunity to provide a quote for your above-captioned settlement. Using the parameters you described, Simpluris' total estimated cost is \$26,427. Additionally, we agree to cap our costs at \$27,470.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Patrick J. Ivie".

PATRICK J. IVIE
Chief Sales Executive

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104



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

Estimate Number: 20230505-PJI-03 Prepared By: Patrick J. Ivie
Estimate Date: 5/5/2023 Telephone Number (mobile): 310.995.6455
Estimate Expiration Date: 8/3/2023 Email: pjvie@simpluris.com

Attorney Contact
Attorney: **Kyla Buenaventura, Esq.**
Firm: Lawyers for Justice
Email: kyla@calljustice.com

Opposing Counsel Contact
Attorney:
Firm:
Email:

Case Name: TF-G3 Enterprises-0848 Class and PAGA Action

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	1,165	Undeliverable Rate:	10%
Claims Rate:	N/A	Mail Skip Trace Success Rate:	85%
Opt-out Rate:	1%	Call Rate:	4%
Language(s) for Communication	EN, SP	Average Call Length:	3 Minutes
Reminder Mailing:	N/A	Fund Distribution:	Simpluris
Unclaimed Funds:	Escheat	Number of Distributions:	1
State(s):	CA	Tax Year(s):	2023, 2024
Length of Administration:	9 Months		

Case Setup

- Static class website hosting notice, FAQ, and other class documents
- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	3	\$330.00
Static Case Website	\$450.00	1	\$450.00
Website Monthly Maintenance	\$135.00	9 Months	\$1,215.00
Database Manager - Initial Data Analysis	\$125.00	3	\$375.00
Total:			\$2,370.00

Notice and Communications

- 13-page Notice, mailed in English and Spanish

Category	Unit Value	# of Units	Total
Spanish Translation assuming 12,000 words	\$0.25	12,000	\$3,000.00
Notice Packet assuming 26 images	\$5.50	1,165	\$6,407.50
Postage	\$0.57	1,165	\$664.05
NCOA/CASS/LACS	\$0.25	1,165	\$291.25
Undeliverable Processing and Skip Trace	\$0.50	117	\$58.50
Remail Notice (assuming 85% skip trace success)	\$6.50	99	\$646.43
Remail Postage	\$0.57	99	\$56.69
Mailing Supervisor	\$50.00	2	\$100.00
Total:			\$11,224.41

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 3-minute calls

Category	Unit Value	# of Units	Total
IVR Call Center Setup	\$450.00	1	\$450.00
IVR Monthly Maintenance	\$225.00	9 Months	\$2,025.00
IVR (includes toll-free number charges)	\$15.00	3	\$45.00
Subtotal			\$2,520.00

Administration

- Process incoming class and counsel communications, disputes, opt-outs, and objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	3	\$375.00
Project Manager	\$110.00	2	\$220.00
Disputes Processing	\$3.50	58	\$203.88
Opt-out Processing	\$3.50	11	\$38.50
Reporting to Counsel (hours)	\$100.00	3	\$300.00
Total:			\$1,137.38

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse award payments and tax documents
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$90.00	3	\$270.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Reconciliation and Maintenance	\$200.00	9	\$1,800.00
Print & Mail Distribution Check and Tax Docs	\$0.65	1,165	\$757.25
Postage	\$0.57	1,165	\$664.05
Process Returned Checks (assuming 5%)	\$0.25	59	\$14.75
Skip Trace Search Undeliverable Checks	\$0.50	59	\$29.50
Remail Checks (includes postage)	\$1.60	59	\$94.40
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
QSF Annual Tax Reporting and Reconciliation	\$1,350.00	2	\$2,700.00
Escheat uncashed checks to Unclaimed State Fund	\$500.00	1	\$500.00
Distribution Manager	\$90.00	2	\$180.00
Total:			\$8,604.95

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc.	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$110.00	2	\$220.00
Total:			\$570.00

Total Estimated Cost of Administration:	\$26,427
Not-to-Exceed Total:	\$27,470

Terms and Conditions

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

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (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 Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. 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 incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages 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, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to 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.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' 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.

10. 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.

11. 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.

12. 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 to the address identified by each Party in the Proposal. Notice 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.

13. 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.

14. Termination: Client may terminate the Services at any time 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 for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 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.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. 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.

17. 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.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, 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.

19. 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.

20. 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.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.