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15 Attorneys for Plaintiff and the Class

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MAYRA RAMIREZ, as an individual and on behalf of all similarly situated,

Plaintiff,

vs.

SHERWOOD MANAGEMENT CO. INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: BC609901

**DECLARATION OF ELIZABETH
KRUCKENBERG ON BEHALF OF SETTLEMENT
ADMINISTRATOR WITH RESPECT TO
OPT OUTS, AND OBJECTIONS RECEIVED**

Judge: Hon. Kenneth R. Freeman
Date: April 10, 2018
Time: 2:00 p.m.
Dept: 310

1 I, Elizabeth Kruckenberg, declare as follows:

2 1. I am the Director of Case Management at Phoenix Settlement Administrators (PSA), the
3 Court-appointed Class Action Settlement Administrator for *Mayra Ramirez v. Sherwood Management*
4 *Co. Inc.* I have personal knowledge of the facts stated herein and, if called upon to testify, I could and
5 would testify competently to such facts.

6 2. PSA was selected by the Parties to provide notice of the Settlement and class
7 administration duties in this action. Pursuant to the Settlement Agreement for this matter, PSA was
8 responsible for (i) preparing, printing, and mailing the *Notice of Proposed Class Action Settlement*
9 (herein referred to collectively as the "Notice Packet"); (ii) responding to inquiries from Class Members;
10 (iii) determining the validity of opt-outs; (iv) calculating the Net Settlement Amount and the Individual
11 Settlement payments; (v) issuing the Individual Settlement Payment checks and distributing them to
12 Participating Class Members; (vi) issuing the payment to Class Counsel for attorneys' fees and costs, the
13 Enhancement check to Named Plaintiff, and the employer payroll taxes to the appropriate taxing
14 authorities; and (vii) such other tasks as set forth in the Agreement or as the Parties mutually agree or as
15 the Court orders.

16 3. On December 8, 2017, PSA received a data file from Defense Counsel that contained
17 names, last known mailing addresses, Social Security numbers, and total number of work weeks for each
18 Class Member during the Class Period. The final mailing list contained one thousand six hundred
19 twenty-seven (1,627) Class Members.

20 4. On December 12, 2017, PSA conducted a National Change of Address (NCOA) search in
21 an attempt to update the class list of addresses as accurately as possible. A search of this database
22 provides updated addresses for any individual who has moved in the previous four (4) years and notified
23 the U.S. Postal Service of their change of address.

24 5. On December 18, 2017, PSA mailed the Notice Packet via U.S. first class mail, in
25 English to all one thousand six hundred twenty-seven (1,627) Class Members on the Class List. A true
26 and correct copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

27 6. As of the date of this declaration, one hundred twenty-eight (128) Notice Packets have
28 been returned to PSA. None were returned with a forwarding address. For the one hundred twenty-eight
29 (128) Notice Packets returned from the Post Office without a forwarding address, PSA attempted to

1 locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address
2 databases available for skip tracing. Of the one hundred twenty-eight (128) Notice Packets that were
3 skip traced, seventy-seven (77) updated addresses were obtained and the Notice Packet was promptly re-
4 mailed to those Class Members via first class mail.

5 7. As of the date of this declaration, sixty-three (63) Notice Packets are considered
6 undeliverable. Specifically, fifty-one (51) Notice Packets were undeliverable since an updated address
7 could not be obtained and twelve (12) were returned a second time.

8 8. PSA has received one (1) Request for Exclusion (*i.e.* "Opt-Out's"). The deadline for
9 Class Members to have submitted an "Opt-Out" request was February 16, 2018.

10 9. The deadline for Class Members who had a re-mailed Notice Packet to have submitted an
11 "Opt-Out" request was March 3, 2018.

12 10. PSA has received zero (0) Objections to the Settlement. The deadline for Class
13 Members to have submitted an "Objection" to the Settlement was February 16, 2018.

14 11. The deadline for Class Members who had a re-mailed Notice Packet to have submitted an
15 "Objection" to the Settlement was March 3, 2018.

16 12. There are no outstanding disputes.

17 13. The Net Settlement Fund of \$569,560.11 available to pay Class Members was determined
18 by subtracting the Class Counsel attorneys' fees (\$305,000.00), Class Counsel costs payment
19 (\$14,189.89), Class Representative Enhancement Awards (\$12,500.00), the LWDA distribution
20 (\$3,750.00) and the Claims Administrator costs (\$11,000.00) from the Gross Settlement Fund
21 (\$915,000.00). Based upon the calculations stipulated in the Settlement, the highest individual
22 settlement payment to be paid will be approximately \$1,314.11, and the lowest individual settlement
23 payment to be paid will be approximately \$5.24, with the average individual settlement payment to be
24 paid being approximately \$349.67, without applicable taxes, withholdings, and employee garnishments.

25 14. PSA's costs associated with the administration of this matter are \$11,000.00. This
26 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
27 distribution. A true and correct copy of the invoice from PSA is attached hereto as **Exhibit "B."**

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

3 Executed this 19th day of March 2018, at Orange, California.

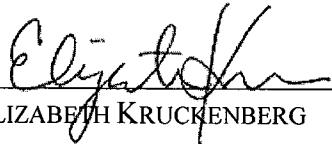
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6 ELIZABETH KRUCKENBERG

EXHIBIT A

Mayra Ramirez v. Sherwood Management Co. Inc., Case No. BC609901

NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former non-exempt California employees who were employed by Defendant Sherwood Management Co., Inc. ("Defendant") at any time between February 10, 2012 through December 1, 2016 ("Class" or "Class Members").

On November 8, 2017, the Honorable Kenneth R. Freeman of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant's records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 2:00 p.m. on April 10, 2018, in Department 310 of the Los Angeles County Superior Court located at 600 South Commonwealth Avenue, Los Angeles, California 90005. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiff Mayra Ramirez ("Plaintiff"), on her behalf and on behalf of other current and former non-exempt California employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) timely pay all earned wages pursuant to California Labor Code sections 201-204; (2) provide accurate itemized wage statements pursuant to Labor Code section 226; (3) provide meal and rest breaks and premiums pursuant to Labor Code section 226.7; and (4) to pay proper overtime wages pursuant to Labor Code sections 510, 558, and 1194.

Following the exchange of relevant information and evidence, the parties agreed to participate in settlement negotiations in an attempt to resolve the claims in the case. On December 1, 2016, the parties participated in a mediation and the parties were able to negotiate a complete settlement of the class claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Diversity Law Group and Polaris Law Group (collectively "Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$915,000. This amount is inclusive of: (1) individual settlement payments to all Class Members; (2) Class Representative Enhancement Payment of up to \$12,500, to Mayra Ramirez; (3) up to \$305,000 in attorneys' fees and up to \$25,000 in litigation costs and expenses; (4) a \$3,750 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorney General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$11,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$557,750.00 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Each Class Member's settlement payment will be based on the number of Workweeks each Class Member worked during the period from February 10, 2012 through December 1, 2016 ("Class Period").

- (a) Defendant will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period ("Total Workweeks").
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in a dollar value per pay period ("Workweek Point Value").
- (c) An "Individual Settlement Payment" amount for each Class Member will then be determined by multiplying the individual Class Member's number of Workweeks by the Workweek Point Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of <<Insert WW>> Workweeks. Accordingly, your estimated payment is approximately \$<<Insert amount>>.

If you believe the information provided above is incorrect, please contact the Settlement Administrator at PO Box 7208 Orange, CA 92863. If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise. In such an instance, the Settlement Administrator shall evaluate the evidence submitted and make the final decision as to which data should be applied.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each Individual Settlement Payment shall be allocated as wages for which IRS Forms W-2 will be issued; 80% will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator. The written request for exclusion must clearly state that you do not wish to be included in the Settlement, and include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail, fax, or email the request for exclusion to the address below.

Ramirez v. Sherwood Management Co., Inc.
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863
Fax: (944)-209-2503
Email: notice@phoenixgroupclassaction.com

The written request to be excluded must be postmarked, emailed or faxed not later than February 16, 2018, or 15 days from any re-mailed Notice, whichever is later. If you submit a request for exclusion which is not postmarked, emailed or faxed by February 16, 2018, or 15 days from any re-mailed Notice, whichever is later, your request for exclusion will be rejected, and you will be included in the settlement class.

Questions? Contact the Settlement Administrator toll free at 1-888-464-7936

Option 3 – Object to the Settlement

If you wish to object to the settlement because you find it unfair or unreasonable, you may make a written objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of the grounds for your objection, and (3) copies of any papers, briefs, or other documents upon which the objection is based. The objection must be returned by mail to the Settlement Administrator at the following address: Ramirez v. Sherwood, c/o Phoenix Settlement Administrators, PO Box 7208 Orange, CA 92863. All written objections should be postmarked on or before February 16, 2018, or 15 days from any re-mailed Notice, whichever is later.

You may also appear at the Final Approval Hearing set for April 10, 2018, at 2:00 p.m. in the Los Angeles County Superior Court to object personally, or through your own counsel, paid for at your own expense. At the Final Approval Hearing, the Court will be available to hear any objections and arguments concerning the settlement. If the Court rejects your objection, you will still be bound by the terms of the settlement, but you will also receive a check for your share of the settlement funds.

By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in Option 2 above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”):

Any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, rights, demands, liabilities, obligations, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, that accrued during the Class Period arising from, or related to (1) failure to timely pay all earned wages pursuant to California Labor Code sections 201-204; (2) failure to provide accurate itemized wage statements pursuant to Labor Code section 226; (3) failure to provide meal and rest breaks and premiums pursuant to Labor Code section 226.7; (4) failure to pay overtime wages pursuant to Labor Code sections 510, 558, and 1194; (5) Unfair Business Practices pursuant to Business and Professions Code section 17200 et seq. based on the afore-referenced Labor Code violations; and (6) violation of the Private Attorney General Act pursuant to Labor Code section 2698 *et seq.* (“PAGA”) predicated on the afore-referenced Labor Code violations as well as any and all wage and hour claims that were asserted or could have been asserted based on the factual or legal allegations contained in the Complaint, arising at any time during the Class Period.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

Questions? Contact the Settlement Administrator toll free at 1-888-464-7936

All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Larry W. Lee
Diversity Law Group
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Tel: (213) 488-6555

William L. Marder
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

EXHIBIT B



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Case: Ramirez v. Sherwood Management Co., Inc.

CLASS SIZE - PRICE	
Class Members	1,627
Subtotal Admin:	\$13,720.84
Will Not Exceed:	\$11,000.00

Administrative Tasks	Rate	Hours	Amount
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	2	\$100.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$1.00	164	\$250.00
NCOA (USPS)	\$0.10	1,627	\$162.70
		Total	\$962.70

Project Admin	Rate	Hours	Amount
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.10	1,627	\$162.70
Notice, Opt-Out, Return Envelope	\$1.00	1,627	\$1,627.00
Estimated Postage (up to 2 oz.)*	\$0.68	1,627	\$1,106.36
		Total	\$3,096.06

Project Admin	Rate	Hours	Amount
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.32	128	\$168.96
Remail Notice Packets	\$1.00	79	\$79.00
Estimated Postage	\$0.68	79	\$53.72
Programming Undeliverables	\$250.00	1	\$250.00
		Total	\$716.68

	Rate	Hours	Estimate
Programming Claims Database	\$150.00	3	\$450.00
Case Associate	\$55.00	2	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$8.00	1	\$8.00
Case Manager	\$85.00	2	\$170.00
Total			\$793.00

	Rate	Hours	Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	3	\$405.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$135.00	2	\$270.00
Check Run Setup & Printing	\$135.00	4	\$540.00
Mail Class Checks *	\$0.71	1,626	\$1,154.46
Estimated Postage	\$0.49	1,626	\$796.74
Total			\$3,721.20

	Rate	Hours	Estimate
Case Supervisor	\$115.00	3	\$345.00
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$115.00	2	\$230.00
Prep & Print W2/1099	\$0.71	1,626	\$1,154.46
Estimated Postage W2/1099	\$0.49	1,626	\$796.74
IRS & QSF Annual Tax Reporting *	\$1,000.00	1	\$1,000.00
(State Tax Reporting Included)			
Total			\$4,431.20

Estimate Total: **\$13,720.84**

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

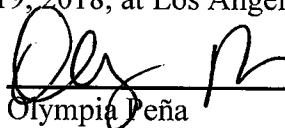
I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 South Figueroa Street, Suite 1250, Los Angeles, California 90071.

On March 19, 2018, I served the following document(s) described as:
DECLARATION OF ELIZABETH KRUCKENBERG ON BEHALF OF SETTLEMENT ADMINISTRATOR WITH RESPECT TO OPT OUTS, AND OBJECTIONS RECEIVED
on the interested parties in this action as follows:

Kirstin E. Muller
Jacob R. Swiss
Hirschfeld Kraemer LLP
233 Wilshire Boulevard, Suite 600
Santa Monica, California 90401
Attorneys for Defendant Sherwood Management Co., Inc.

 X BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a court order I caused the above-entitled document(s) to be served through Case Anywhere at the website www.caseanywhere.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 19, 2018, at Los Angeles, California.



Olympia Peña