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11 CURTIS WHITE on behalf of himself, the Class, and all similarly aggrieved employees

12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF SAN JOAQUIN**

14 CURTIS WHITE on behalf of himself and
15 all similarly aggrieved employees,

16 Plaintiff,

17 v.

18 CORTECH WEST STAFFING, LLC;
THYSENKRUPP MATERIALS NA, INC.;
19 THYSENKRUPP SUPPLY CHAIN
SERVICES NA INC.; TESLA, INC. dba
20 TESLA MOTORS, INC.; and DOES 1
through 50, inclusive,

21 Defendants.
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Case No. STK-CV-UOE-2023-0000029

(Assigned to the Hon. Erin Guy Castillo, Dept.
10B)

**DECLARATION OF KEVIN LEE
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: January 14, 2025
Time: 9:00 A.M.
Dept.: 10B

Action Filed: January 3, 2023
Trial Date: None Set

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *White v. CorTech West Staffing, LLC, Thyssenkrupp Materials NA, LLC, et al.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from October 24, 2018 to January 28, 2024 (“Class Period”) and the number of workweeks that each Aggrieved Employee worked during the time period from October 25, 2021 to January 28, 2024 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to PAGA Settlement Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payments Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On August 30, 2024, and September 3, 2024, Phoenix received data files from Defendants’ Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and workweeks for each Class Member (“Class List”) during the Class Period and PAGA Periods. The final mailing list contained one thousand three hundred nine (1,309) individuals identified as Class Members.

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

5 5. On September 6, 2024, Phoenix mailed the Notice via U.S. first class mail, in
6 English, to all one thousand three hundred nine (1,309) Class Members on the Class List. A true
7 and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, forty-one (41) Notices have been returned to
9 Phoenix. None were returned with a forwarding address. For the forty-one (41) Notices returned
10 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
11 address using TransUnion TLOxp, one of the most comprehensive address databases available for
12 skip tracing. Of the forty-one (41) Notices that were skip traced, forty-one (41) updated addresses
13 were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

14 7. As of the date of this declaration, zero (0) Notices are considered undeliverable.

15 8. As of the date of this declaration, Phoenix has received three (3) Requests for
16 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
17 November 5, 2024.

18 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
19 from Class Members. The deadline for objecting to the Class Settlement was November 5, 2024.

20 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
21 from Class Members. The deadline for submitting a dispute was November 5, 2024.

22 11. There are one thousand three hundred six (1,306) Class Members who did not submit
23 timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members,
24 representing 99.77% of the Class. Settlement Class Members have worked a collective total of
25 ninety-eight thousand three hundred thirty-four (98,334) Workweeks during the Class Period. Each
26 Workweek is valued at approximately \$3.73.

27 12. The Calculation of Gross Settlement Amount & Escalation Clause of the Agreement
28 indicates that, should the total number of workweeks exceed 96,384 by more than 10% (*i.e.* if there

are more than 106,022 workweeks) during the Class Period, the Defendants shall have the option to either (1) cut off the end date of the Class Period so that the total number of workweeks reaches 106,022 or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by Class Members above 10%. Because the total workweeks did not exceed the specified cap, the Class Period was not cut off, nor was the Gross Settlement Amount increased.

13. The Net Settlement Amount of \$350,000.00 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$250,000.00), and Class Counsel costs (\$13,653.11), requested Enhancement Payment to Plaintiff White (\$5,000.00), the PAGA Payment (\$100,000.00), and the requested Settlement Administration Costs (\$15,000.00) from the Gross Settlement Amount (\$750,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately \$700.40, the lowest Individual Settlement Payment to be paid is approximately \$3.73, while the average Individual Settlement Payment to be paid is approximately \$280.51. Settlement Class Members will be issued payment of their Individual Settlement Payments subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

15. Additionally, \$100,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Payment"), of which 75%, or \$75,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$25,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendants during the PAGA Period. There are one thousand one hundred fifty-three (1,153) PAGA Settlement Employees who worked a total of seventy-two thousand two hundred sixty-six (72,266) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$40.82, and the average Individual PAGA Payment to be paid is approximately \$21.68.

16. Pursuant to the Settlement, Defendants has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

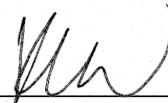
1 17. Phoenix's costs associated with the administration of this matter are \$15,000.00.
2 This includes all costs incurred to date, as well as estimated costs involved in completing the
3 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as

4 **Exhibit B.**

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

8 Executed on December 17, 2024, at Orange, California.

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KEVIN LEE

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN
NOTICE OF CLASS ACTION SETTLEMENT
PLEASE READ CAREFULLY AS THIS NOTICE MAY AFFECT YOUR RIGHTS

CURTIS WHITE on behalf of himself and all similarly aggrieved employees, Plaintiff, vs. CORTECH WEST STAFFING, LLC; THYSSENKRUPP MATERIALS NA, INC.; THYSSENKRUPP SUPPLY CHAIN SERVICES NA INC.; TESLA, INC. dba TESLA MOTORS, INC.; and DOES 1 through 50, inclusive Defendants	CASE No. STK-CV-UOE-2023-0000029 JUDGE: Hon. Banuelos, Blanca DEPARTMENT: C-71 NOTICE OF CLASS ACTION SETTLEMENT
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YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *CURTIS WHITE v. CORTECH WEST STAFFING, LLC; et al.*, Case No. STK-CV-UOE-2023-0000029 (the “Action”).

This notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) to advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of CorTech West Staffing, LLC (hereafter “CorTech”) and Thyssenkrupp Supply Chain Services NA, Inc. (hereafter “tk Supply”), indicate that you are either: (1) a current or former non-exempt employee of tk Supply, who worked for tk Supply in California at any time during the time period from October 24, 2018, through January 28, 2024; and/or (2) a non-exempt employee of CorTech assigned to work at Telsa’s Livermore and/or Lathrop, California Production facilities managed by tk Supply at any time during the time period from October 24, 2018, through January 28, 2024 (the “Class”). As a result, **you are eligible to receive a portion of the settlement amount.**

WHAT IS THIS LAWSUIT ABOUT?

On January 3, 2023, a former CorTech and tk Supply employee, in California, filed a lawsuit in which he alleged violations of California wage-and-hour laws. This lawsuit is brought on a class action and representative basis as to CorTech’s employees assigned to work at Telsa’s production facilities in Livermore and/or Lathrop and tk Supply’s current and former non-exempt employees in California.

The Class Action alleges that CorTech and tk Supply failed to provide meal periods or compensation in lieu thereof; to provide rest breaks or compensation in lieu thereof; to pay hourly and overtime wages; to provide compliant wage statements; to pay all wages upon termination; and to reimburse employees for all business-related expenses. The Class Action also alleges violations under the California Business and Professions Code §§ 17200 et seq. based on the foregoing state law claims. The lawsuit also seeks penalties under California’s Private Attorneys General Act (“PAGA”) set forth in California Labor Code §§ 2698 et seq. The individual who is suing CorTech and tk Supply is referred to in this document as “Plaintiff.” Plaintiff’s attorneys, Fitzpatrick & Swanston and Diversity Law Group, P.C., have been litigating the Action in State and Federal Court prior to this settlement.

CorTech, tk Supply, and Tesla Inc. (collectively, “Defendants”) expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action and those released as part of the settlement of the Action. Defendants further deny all material allegations set forth in the Action and have asserted numerous affirmative defenses. Defendants deny all wrongdoing and maintain, among other things, they have complied with federal and California law, including wage-and-hour laws, in all respects claims and that the members of the Class have been paid all monies that were due to them.

The Court has not ruled on whether Plaintiff’s allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendants have negotiated a settlement whereby Defendants have agreed to pay up to \$750,000.00 to resolve the matter. As a Class Member, you are eligible to receive a portion of this amount.

This settlement is **not** an admission by Defendants of any liability.

SUMMARY OF THE SETTLEMENT

B. Who is a Class Member?

“Class Member” means all current and former non-exempt employees of tk Supply who worked for tk Supply in California at any time during the time period from October 24, 2018, through January 28, 2024; and all non-exempt employees of CorTech assigned to work at Telsa’s Livermore and/or Lathrop, California Production facilities managed by tk Supply at any time during the time period from October 24, 2018, through January 28, 2024.

C. Who is a PAGA Employee?

The Settlement includes PAGA Employees comprised all current and former non-exempt employees employed as W-2 employees by tk Supply in California at any time during the time period from October 25, 2021, through January 28, 2024; and (2) all current and former non-exempt employees employed as W-2 employees by CorTech on assignment at Tesla’s Livermore and/or Lathrop, California Production facilities managed by tk Supply at any time during the time period from October 25, 2021, through January 28, 2024.

D. What does the Settlement provide?

1. Gross Settlement Amount.

The Settlement provides that Defendants will pay Seven Hundred And Fifty Thousand Dollars and Zero Cents (\$750,000) to settle the lawsuit.

2. Net Settlement Proceeds.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel Fees Payment** in an amount set by the Court, not to exceed one-third of the settlement value (or \$250,000);

(b) **Class Counsel Litigation Expenses Payment** in an amount not to exceed \$30,000;

(c) **Class Representative Payment/Plaintiff’s Individual Settlement Payment** in an amount set by the Court, not to exceed \$5,000 for Plaintiff’s service in the lawsuit and settlement of his individual claims in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$15,000, for administering the settlement; and

(e) **PAGA Settlement** in the total amount of not more than \$100,000 for the settlement of claims arising under the California Private Attorneys General Act (“PAGA”). 75%, or \$75,000, shall be paid to the California Labor and Workforce Development Agency. The remaining 25%, or \$25,000, shall be paid to the PAGA Employees.

3. Individual Settlement Payment.

Your share of the Net Settlement Amount and PAGA Settlement Amount will be determined by the formula detailed in section F below.

E. What Are You Exchanging To Get A Payment?

Subject to Defendants’ payment of the Gross Settlement Amount, in exchange for the consideration set forth in the Parties’ Agreement, Plaintiff and the Class Members release the Released Parties from the Class Released Claims for the Class Period.

Subject to Defendants’ payment of the Gross Settlement Amount, in exchange for the consideration set forth in the Parties’ Agreement, the Plaintiff, the PAGA Employees, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period.

The “Released Parties” are Defendants CorTech West Staffing, LLC; thyssenkrupp Materials NA, Inc.; thyssenkrupp Supply Chain Services NA, Inc.; and Tesla, Inc., and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, owners, shareholders, agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

The “Released Claims” for Class Members who do not submit a timely and valid Election Not to Participate in Settlement Agreement refers to any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of every nature and description whatsoever in law, equity or otherwise, whether known or unknown, contingent or accrued, arising from, related to, or which were alleged or which could have been alleged against Defendants based on the facts that were alleged in the letter submitted by Plaintiff to the Labor and Workforce Development Agency (“LWDA Letter”) or in any complaint on file in these Actions in any jurisdiction, including claims for: unpaid minimum, overtime or double time wages, and unpaid wages based on the regular rate of pay (Cal. Lab. Code §§ 204, 510, 515, 551, 552, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 and applicable Wage Order); non-compliant meal periods or unpaid meal premiums (Cal. Lab. Code §§ 210, 512, 226.7, and 1198, and applicable Wage Order); non-compliant rest breaks or unpaid rest break premiums (Cal. Lab. Code §§ 210, 226.7 and 1198, and applicable Wage Order); non-compliant wage statements (Cal. Lab. Code §§ 226, 226.3, 1174, and 1175, and applicable Wage Order); untimely wage payment during employment or upon termination (Cal. Lab. Code §§ 201, 202, 203, and 204, and applicable Wage Order); failure to reimburse business expenses, including, but not limited to mandatory safety uniforms, gear required to perform job duties, cell phones, and personal vehicles or mileage reimbursement (Cal. Lab. Code § 2802); unfair competition or unlawful business practices (Bus. & Prof. Code § 17200 et seq. and Common Law); claims for civil penalties pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”, Lab. Code § 2698 et seq.) alleged, or which reasonably could have been alleged, based on the facts alleged in the operative complaints and any PAGA letter sent to the LWDA by Plaintiff in or prior to the Class Actions; claims for interest or penalties including but not limited to waiting time penalties at Lab. Code §§ 201-203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 510, 512, 558, 1174, 1175, 1194, 1194.1, 1197, 1197.1, 1198, 1199, 2699, 2800, 2802, 2698 et seq., and the applicable IWC Wage Orders, or premiums in connection with any of the preceding claims, as well as any claims under the California Labor Code, California Industrial Welfare Commission’s Wage Orders, or the California Code of Regulations, which were alleged or which could have been alleged under the same or similar facts alleged in the complaints in these Actions or letters submitted to the LWDA; any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts pleaded in the complaints; and Any and all other claims under California common law, the California Labor Code including the California Private Attorneys General Act (“PAGA”), the Fair Labor Standards Act (“FLSA”), California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could

have been alleged under the same facts pleaded in the Operative Complaint. In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing the Released Parties from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Class Lawsuit.

F. How Is Your Share Of The Settlement Calculated?

Each Participating Class Member (those who do not opt out of the Class Settlement) shall receive an “Individual Settlement Payment.” Each PAGA Employee, whether they opt out of the Class Settlement or not, shall receive an “Individual PAGA Payment.”

Calculation of Individual Settlement Payments to the Class Members. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Individual Settlement Payments will be calculated by (a) dividing the Net Settlement Amount by the total number of Work Weeks (as defined in the Settlement) for all Participating Class Members during the applicable Class Period; and (b) multiplying the result by each Participating Class Member’s Work Weeks. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis.

Calculation of Individual PAGA Payments to the PAGA Employees. Individual PAGA Payments will be calculated by (a) dividing 25% of the PAGA Settlement Amount by the total number of PAGA Pay Periods for all PAGA Employees; and (b) multiplying the result by each PAGA Employee’s PAGA Pay Periods.

Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: 30% shall be attributed to wages and reported via an IRS Form W-2 (“Wage Portion”); and 70% as penalties, interest, and reimbursement under Labor Code § 2802, and reported on an IRS Form 1099 (“Non-Wage Portion”). The Wage Portion is subject to all applicable wage withholdings and shall be reported on IRS Form W-2. The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

Allocation of Individual PAGA Payments. For tax purposes, Individual PAGA Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

Neither Class Counsel nor Defendants’ counsel intend anything contained in this Settlement Notice to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Capitalized terms are defined in the Settlement Agreement. For definitions and more details, please request a copy of the Settlement Agreement.

G. How Much Will Your Payment Be?

According to the records of Defendants, you worked «Total_Weeks» Class Workweeks while employed from October 24, 2018, through January 28, 2024. Based on these Class Workweeks worked, you are entitled to an Individual Settlement Payment of approximately «ESA_Before_Paga». This amount is subject to change based on the final ruling of the Court.

According to the records of Defendants, you worked «PAGA_Work_Weeks» PAGA Pay Periods while employed from October 25, 2021, through January 28, 2024. Based on these PAGA Pay Periods worked, you are entitled to an Individual PAGA Payment of approximately «PAGA_Amount». This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than November 5, 2024. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendants and will make a final determination.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on January 14, 2025 at 9:00 a.m., in Department 10B of the San Joaquin County Superior Court, located at 180 E. Weber Ave. Stockton, CA 95202. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Class Members and PAGA Employees; (iii) whether the Participating Class Members and PAGA Employees should be bound by the terms of the settlement; (iv) the amount of the attorneys’ fees and costs to be awarded to Plaintiff’s Attorneys; and (v) the amount that should be awarded to Plaintiff as an enhancement payment and/or for settlement of Plaintiff’s individual claims. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section G above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than November 5, 2024. The Settlement Administrator’s address is Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing by filing a Notice of Objection. The Notice of Objection, if in writing, must be signed by you and state: (1) the case name and number; (2) your name; (3) your address; (4) the basis for your objection; and (5) whether you intend to appear at the Final Approval/Settlement Fairness Hearing. If you fail to make objections in writing in the manner specified above, you may still make an objection orally at the Final Settlement Hearing, either in person or through an attorney at your own expense, with the Court’s permission.

Written objections must be postmarked no later than November 5, 2024 to the Settlement Administrator at white-v-cortech.phoenixcases.com.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

If you are a Class Member, you have a right to exclude yourself (“opt out”) from the Class, but if you choose to do so, you will not receive any benefits from the proposed settlement of the Class Released Claims and you will be barred from objecting to the settlement. You will not be bound by a judgment in this case (except that, if you are also a PAGA Employee, you will be bound by the Released PAGA Claims release in section E above, whether you opt out or not) and you will preserve your right to pursue the Released Claims subject to applicable statute of limitations. You can opt out of the Class by sending the enclosed Request for Exclusion form to the Settlement Administrator at: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Your Request for Exclusion form must be postmarked no later than November 5, 2024, or it will be rejected.

There is no right for any member of the Class to opt out or otherwise exclude himself or herself from the Settlement of the PAGA claims in the Action.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed “Settlement Agreement and Release” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the San Joaquin Superior Court, located at 180 E. Weber Ave. Stockton, CA 95202.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863; Toll-Free: (800) 523-5773, or Plaintiff’s Attorneys:

FITZPATRICK & SWANSTON

555 S. Main Street
Salinas, CA 93901

Telephone: (831) 755-1311
Facsimile: (831) 755-1319

DIVERSITY LAW GROUP, P.C.

515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071

Telephone: (213) 488-6555
Facsimile: (213) 488-6554

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

ELECTION NOT TO PARTICIPATE IN SETTLEMENT

CURTIS WHITE v. CORTECH WEST STAFFING, LLC; et al.
(Superior Court of the State of California for the County of San Joaquin
Court Case No. STK-CV-UOE-2023-0000029)

**IF YOU DO NOT WANT TO BE INCLUDED IN THE
SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE
ADDRESS BELOW, POSTMARKED NO LATER THAN
NOVEMBER 5, 2024 TO:**

CURTIS WHITE v. CORTECH WEST STAFFING, LLC; et al.
C/O PHOENIX SETTLEMENT ADMINISTRATORS
P.O. BOX 7208
ORANGE, CA 92863

I have received notice of the proposed Settlement in the Lawsuit and wish to be excluded from the Class and **NOT** to participate in the proposed Settlement. I understand this means that I will **NOT** be bound by the Settlement and also will **NOT** share in the class action Settlement proceeds (if eligible).

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Employee identification number or last four
digits of Social Security Number)

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1309
Opt Out Rate	0%
Opt Outs Received	3
Total Class Claimants	1306
Subtotal Admin Only	\$15,005.49

TOTAL COSTS	\$15,000.00
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Fixed Fee

December 17, 2024

Case: White v. Cortech West Staffing, Tesla Inc., et al.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	131	\$261.80
NCOA (USPS)	\$0.15	1309	\$196.35
		Total	\$1,198.15

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.50	1,309	\$654.50
Notice Packet & Opt-Out Form	\$1.50	1,309	\$1,963.50
Estimated Postage (up to 1 oz.)	\$0.64	1,309	\$837.76
Website	\$250.00	1	\$250.00
		Total	\$4,020.76

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	41	\$41.00
Remail Notice Packets	\$1.50	41	\$61.50
Postage	\$0.64	41	\$26.24
Programing Undeliverables	\$50.00	1	\$50.00
		Total	\$343.74

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	3	\$405.00
Non Opt-Out Processing	\$200.00	2	\$400.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	4	\$340.00
		Total	\$1,340.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	3	\$405.00
Disbursement Review	\$135.00	3	\$405.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$100.00	3	\$300.00
Check Run Setup & Printing	\$135.00	3	\$405.00
Mail Class Checks, W2 and 1099 *	\$2.00	1,306	\$2,612.00
Estimated Postage Checks, W2 and 1099	\$0.64	1,306	\$835.84
Total			\$5,152.84

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

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

Total: \$15,005.49