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16 **SUPERIOR COURT OF CALIFORNIA**
17 **COUNTY OF MONTEREY**

18 SIMON EDEZA CAMPANA,
19 Plaintiff,

20 v.

21 VISTA VERDE LABOR, INC.; and DOES 1
22 through 50, inclusive,

23 Defendants.

Case No. 23CV000638

**DECLARATION OF JARROD SALINAS
ON BEHALF OF PHOENIX
SETTLEMENT ADMINISTRATORS
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: March 13, 2026

Time: 8:30 A.M.

Dept.: 14

1 five hundred and nine (12,509) individuals identified as Class Members, the data contained twelve
2 thousand two hundred and seventy-nine (12,279) mailing addresses. Of the twelve thousand five
3 hundred and nine (12,509) individuals identified as Class Members, the data contained eleven
4 thousand seven hundred and forty-seven (11,747) Social Security Numbers.

5 4. On December 17, 2025, Phoenix conducted a National Change of Address
6 (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A
7 search of this database provides updated addresses for any individual who has moved in the previous
8 four (4) years and notified the U.S. Postal Service of their change of address.

9 5. On December 26, 2025, Phoenix mailed the Notice via U.S. first class mail, in
10 English and Spanish, to twelve thousand two hundred seventy-nine (12,279) Class Members on the
11 Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

12 6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

13 7. As of the date of this declaration, Phoenix has received twenty-eight (28) Request
14 for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement
15 was February 9, 2026. The list of opt outs is attached hereto as **Exhibit B**.

16 8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
17 from Class Members. The deadline for objecting to the Class Settlement was February 9, 2026.

18 9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
19 from Class Members. The deadline for submitting a dispute was February 9, 2026.

20 10. There are twelve thousand four hundred eighty-one (12,481) Class Members who
21 did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Class
22 Members, representing 99.78% of the Class. Participating Class Members worked a collective total
23 of one hundred forty-four thousand eight hundred fifty-four (144,854) workweeks during the Class
24 Period, with the workweeks attributable to individuals who opted out excluded from this calculation.
25 Each workweek is valued at approximately \$8.14.

26 11. The Escalator Clause of the Settlement Agreement indicates if the actual workweeks
27 exceeds two hundred thirteen thousand and five (213,005), the Gross Settlement Amount shall be
28

1 increased pro-rata for everyone over such cap. The total number of workweeks was one hundred
2 forty-four thousand eight hundred fifty-four (144,854). Since the total number of Class Members
3 does not exceed 213,005, the Escalator Clause was not triggered.

4 12. The Net Settlement Amount of \$1,178,535.49 available to pay Participating Class
5 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$733,333.33),
6 and Class Counsel costs (\$8,574.29), requested Service Award to Plaintiffs Campana, Quezada,
7 Gomez, Garcia and Ramirez (\$5,000.00 each, totaling \$25,000.00), the PAGA Amount
8 (\$200,000.00), and the requested Settlement Administration Costs (\$54,556.89) from the Gross
9 Settlement Amount (\$2,200,000.00).

10 13. Based upon the calculations stipulated in the Settlement, the highest Individual
11 Settlement Payment to be paid is approximately \$2,359.45, the lowest Individual Settlement
12 Payment to be paid is approximately \$8.14, while the average Individual Settlement Payment to be
13 paid is approximately \$94.43.

14 14. Participating Class Members will be issued payment of their Individual Settlement
15 Payments subject to reduction for the employee's share of taxes and withholdings with respect to
16 the wages portion of the Individual Settlement Share (the net payment is their "Individual
17 Settlement Payment").

18 15. Additionally, \$200,000.00 of the Gross Settlement Amount has been allocated
19 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
20 \$150,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
21 or \$50,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
22 are or were employed by Defendant during the PAGA Period. There are ten thousand eight hundred
23 seventy-three (10,873) PAGA Group Members who worked a total of one hundred twenty thousand
24 nine hundred seventy-three (120,973) pay periods during the PAGA Period. The highest Individual
25 PAGA Payment to be paid is approximately \$105.40, and the average Individual PAGA Payment
26 to be paid is approximately \$4.60.

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

17. Phoenix's costs associated with the administration of this matter are \$54,556.89. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit C**.

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

Executed this 19th day of February 2026, at Orange, California.

Jarrood Salinas
JARROD SALINAS

Exhibit A

IMPORTANT LEGAL NOTICE
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY
Campana v. Vista Verde Labor, Inc., Case No. 23CV000638
Pablo Ortiz Garcia, et al. V. Vista Verde Labor Inc., et al., Case No. 23CV000632

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY «Est_Set_Amt» THROUGH THIS SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.
TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendants separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
REQUEST EXCLUSION FROM THE SETTLEMENT (Deadline: February 9, 2026)	If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to sue Defendants separately for the same legal claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> still get a settlement payment.
OBJECT TO THE SETTLEMENT (Deadline: February 9, 2026)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the “Settlement”) has been reached in the class action lawsuits entitled *Campana v. Vista Verde Labor, Inc.*, Monterey County Superior Court, Case No. 23CV000638 and *Pablo Ortiz Garcia, et al. v. Vista Verde Labor, Inc., et al.*, Monterey County Superior Court, Case No. 23CV000632 (hereinafter collectively referred to as the “Action”). Defendants have agreed to pay a total of \$2,200,000.00 (the “Gross Settlement Amount”) to settle all class claims arising out of the Action. There was a hearing on May 19, 2025, in the Superior Court of the State of California for the County of Monterey, at which time Judge Carrie M. Panetta preliminarily approved the Settlement as being fair and reasonable to the members of the Class.

2. WHAT IS THE ACTION ABOUT?

This Action was originally filed in Monterey County Superior Court on March 2, 2023. The operative Complaint alleges claims on behalf of Plaintiffs Simon Edeza Campana, Magdalena Adame Quezada, Maria Isabel Perez Gomez, Pablo Ortiz Garcia and Carina Merino Ramirez (collectively “Plaintiffs”) and other similarly situated employees against Defendants Vista Verde Labor, Inc. and Maria D. Maldonado (collectively “Defendants”) for: 1) failure to provide meal periods or compensation in lieu thereof; 2) failure to provide rest periods or compensation in lieu thereof; 3) failure to pay hourly and overtime wages; 4) failure to comply with itemized employee wage statement requirements; 5) failure to pay all wages upon termination; 6) failure to reimburse business expenses; 7) California Labor Code Private Attorneys General Act of 2004; and 8) Unfair Business Practices.

Defendants deny all allegations of wrongdoing and maintain that they complied with all applicable laws, rules, and regulations at issue in this litigation. The Court has not ruled on the merits of the lawsuit.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. In the Action, Plaintiffs are the persons who are bringing this Action on your behalf and on behalf of other similarly situated employees. Plaintiffs seek to represent you on a class basis. A class action allows the Court to resolve the claims of all the members of the Class at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the members of the Class who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT?

All current and former non-exempt employees of Vista Verde who worked in California at any time from March 2, 2019, through November 4, 2024 (“Class Members”). You are receiving this Notice because Defendants’ records show that you are a member of the Class.

In addition, you may also be eligible to receive a payment under the PAGA, California Labor Code § 2698 *et seq.*, if you worked for Defendants at any time from October 19, 2021, through November 4, 2024 (the “PAGA Period”). If you are a current or former non-exempt employee of Defendant who was employed in the State of California at any time during the PAGA Period, you are also considered a “PAGA Group Member.”

5. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Plaintiffs think they could have won at trial. Defendants think they could have won at trial. But there was no trial. Instead, the parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. Plaintiffs and Plaintiffs’ counsel (“Class Counsel”) believe the Settlement is a fair and reasonable compromise that is in the best interests of the Class.

6. WHAT ARE THE TERMS OF THE SETTLEMENT?

Defendant has agreed to pay a total of \$2,200,000.00 to settle all claims arising out of the lawsuit. Subject to the Court’s approval, the Gross Settlement Amount will be used as follows: (1) attorneys’ fees for Class Counsel not to exceed one-third of the Gross Settlement (currently estimated at \$733,333.33); (2) attorneys’ costs/expenses not to exceed \$15,000.00; (3) a “Service Award” to each Plaintiff not to exceed \$5,000.00 (collectively, \$25,000.00); (4) settlement administration costs not to exceed \$55,000.00; and (5) PAGA penalties to be paid to the California Labor & Workforce Development Agency (“LWDA”) and PAGA Group Members, not to exceed \$200,000.00. The amount of money remaining after all of these payments (the “Net Settlement Amount”) will be distributed to Class Members who do not opt out of the Settlement (the “Participating Class Members”).

Participating Class Members who do not opt out will each receive a payment (“Individual Settlement Payment”) representing their pro-rata share of the Net Settlement Amount, based upon the number of workweeks worked during the Class Period.

In addition, you may also be eligible to receive a payment under the PAGA, California Labor Code § 2699 *et seq.*, if you are also a “PAGA Group Member,” as defined above.

7. WHAT IS MY PORTION OF THE SETTLEMENT?

During the Class Period, Defendants’ records indicate that you worked «Total_Weeks» workweeks and your estimated Individual Settlement Payment is «ESA_Before_Paga». Twenty percent (20%) will be considered wages, and the remaining eighty percent (80%) will be considered penalties and interest. The amounts classified as wages will be reported on an IRS Form W-2, and the amounts classified as interest and penalties will be reported on an IRS Form 1099 misc., if applicable.

During the PAGA Period, Defendant’s records indicate that you worked «PAGA_Work_Weeks» pay periods and your estimated Individual PAGA Payment is «PAGA_Amount». One hundred percent (100%) of the Individual PAGA Payment will be considered penalties.

8. WHAT SHOULD I DO IF I HAVE QUESTIONS ABOUT THE NUMBER OF WORKWEEKS OR PAY PERIODS?

If you believe the number of workweeks or pay periods is incorrect, you can dispute it by providing evidence, such as pay stubs or other relevant documents that support your claim. Please submit this evidence to the Administrator by **February 9, 2026**. If you fail to provide evidence, the Defendant’s records will be deemed correct.

9. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the Settlement. Class Counsel has been appointed and approved by the Court, and Class Counsel will represent you unless you choose not to participate in the settlement.

Upon receipt of your settlement check, it will be your responsibility to cash the check within 180 days from issuance. You will not be retaliated against for cashing the settlement check. Checks that are not cashed or negotiated within 180 days from the date of issuance of the check will become void and be transmitted to the following non-profit chosen by the Parties: Watsonville Law Center.

10. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

After the Court has approved the Settlement and the Gross Settlement Amount has been funded, each Participating Class Member, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns, will release the Released Parties from any and all Released Class Claims arising during the Class Period.

The Released Parties consist of: Vista Verde Labor, Inc., Maria D. Maldonado, and the Grower Defendants (Scheid Vineyards, Tanimura & Antle, and Sebastian Harvesting).

The Released Class Claims are as follows:

All claims that were, or that could have been, pled in the Operative Complaint, based on the facts and theories alleged in the Action, for violation of Labor Code sections 201, 202, 203, 204, 216, 218, 221, 226(a), 226.7, 246 *et. seq.*, 510, 512, 558, 1194, 1198, and 2802, and that accrued during the Class Period.

With respect to the Grower Defendants, the release shall be limited to the specific workweeks in which Vista Verde assigned the Participating Class Member to work one or more shift at the Grower Defendant.

If you are a member of the Class and you do not opt out of the Settlement, you will be deemed to have entered into this release and to have released the above-described Released Class Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

In addition, PAGA Group Members will release the Released Parties from any and all Released PAGA Claims arising during the PAGA Period.

The Released PAGA Claims are as follows:

All claims for civil penalties or other remedies recoverable under Labor Code section 2698, *et seq.*, which were, or that could have been, pled in the Operative Complaint, the *Campana* PAGA Notice or *Garcia* PAGA Notice, based on the facts and theories alleged in the Action, for violation of Labor Code sections 201, 202, 203, 204, 216, 218, 221, 226(a), 226.7, 246 *et seq.*, 510, 512, 558, 1194, 1198, and 2802, and that accrued during the PAGA Period. The release includes a release of civil penalties, attorneys' fees, and costs.

With respect to the Grower Defendants, the release shall be limited to the specific pay periods in which Vista Verde assigned the PAGA Group Member to work one or more shift at the Grower Defendant

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

If you are a Class Member and wish to exclude yourself from the settlement, you must submit a Request for Exclusion (also referred to as "opt out"). If you submit a valid and timely Request for Exclusion, you will no longer be a member of the Class, will not be eligible to receive an Individual Settlement Payment, cannot object to the terms of the Settlement, will not be bound by the release of the Released Class Claims described above, and may pursue any claims you have, at your own expense, against the Defendants. Any person who opts out will not be affected by the terms of the Settlement, except as it pertains to the PAGA claims.

The Request for Exclusion must be in writing and include (1) your full name and current address; (2) the last four digits of your Social Security number, (3) a statement that says, "I request exclusion from the Campana Settlement and do not wish to participate in the Campana Settlement"; and (4) your signature. The Request for Exclusion must be postmarked by **February 9, 2026**, and sent to the Settlement Administrator at *Campana v. Vista Verde Labor, Inc.*, c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

If you are (also) a PAGA Group Member, you may not exclude yourself from the Released PAGA Claims regardless of whether you submit a valid "opt-out" request. As such, you will still receive an Individual PAGA Payment and be bound by the Released PAGA Claims if you are a PAGA Group Member.

If more than ten percent (10%) of Class Members submit valid and timely Requests for Exclusion, Defendants have the right to withdraw from the Settlement.

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

If you do not opt-out of the Settlement by submitting a valid and timely request for exclusion as outlined above, you may object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement and you will also receive an Individual Settlement Payment.

Your written objections must state (1) your full name and current address; (2) the specific reason(s) for the objections; (3) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court; and (4) a statement as to whether you wish to appear at the Final Approval Hearing and be heard in support of, or in opposition to the Settlement. The objection must be postmarked by **February 9, 2026**, and sent to the Settlement Administrator at *Campana v. Vista Verde Labor, Inc.* Class Action Lawsuit, c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION OR APPEAR AT THE FINAL APPROVAL HEARING, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

13. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiffs will request a service award of \$5,000.00 each (collectively, \$25,000.00) for their services as the Class Representatives and for their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to Plaintiffs.

14. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court decided that the law firm of Fitzpatrick & Swanston, Diversity Law Group, P.C. and Work Lawyers, PC (collectively "Class Counsel"), representing the Plaintiffs, are also qualified to represent the Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you have questions about the case or the Settlement, you should contact Class Counsel. The contact information is as follows:

B. James Fitzpatrick
bjfitzpatrick@fandslegal.com
Alison L. Baker
abaker@fandslegal.com

FITZPATRICK & SWANSTON

555 S. Main Street
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Justin Lo
justin@caworklawyer.com
WORK LA WYERS PC
22939 Hawthorne Blvd., Suite 202
Torrance, CA 90505
Telephone: (424) 355-8535

15. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court attorneys' fees not to exceed one-third of the Gross Settlement (currently estimated at \$733,333.33) and reimbursement of litigation costs not to exceed \$15,000.00. These fees will serve to compensate Class Counsel for their efforts in achieving the settlement for the benefit of the Class and for their risk in undertaking this representation on a contingency basis. Class Counsel has already spent many hours investigating this case, reviewing payroll and time records information provided by Defendant, researching the Class's claims, and negotiating this settlement for the Class. They will incur additional hours overseeing the final approval and implementing the plan of distribution.

16. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Named Plaintiff.

17. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on March 13, 2026, at 8:30 a.m., in Department 14 of the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940 ("Final Approval Hearing").

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing unless you would like to. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

18. HOW DO I GET MORE INFORMATION?

To see a copy of the Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the Complaints and other filed documents related to Plaintiff's lawsuit and this Settlement, you may view all such files at the Clerk's office at the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel or the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 Or (800) 523-5773.

19. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to keep a current address and telephone number on file with the Settlement Administrator, to ensure receipt of your Individual Settlement Payment and/or Individual PAGA Payment and applicable tax forms if the settlement is given final approval by the Court. If you change your mailing address, you should promptly contact the Settlement Administrator and provide the Settlement Administrator with your new address and contact information.

20. WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

The Settlement calls for the Gross Settlement Amount to be funded in installment payments. The first payment of \$450,000.00 was made on or about April 24, 2025. The remaining payments will be made on a quarterly basis beginning on July 1, 2025. The final quarterly payment is scheduled to be made on April 1, 2028.

Based on the current installment plan, the Parties anticipate that Class Members and PAGA Group Members will receive their Individual Settlement Payment and/or Individual PAGA Payment in or around April 2026.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

AVISO LEGAL IMPORTANTE
TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE MONTEREY
Campana contra Vista Verde Labor, Inc., Caso n° 23CV000638
Pablo Ortiz García, et al. contra Vista Verde Labor Inc., et al., Caso n° 23CV000632

SE ESTIMA QUE RECIBIRÁ APROXIMADAMENTE «Est_Set_Amt» A TRAVÉS DE ESTE ACUERDO.
LEA ATENTAMENTE ESTE AVISO. SUS DERECHOS PUEDEN VERSE AFECTADOS.
USTED PUEDE TENER DERECHO A RECIBIR DINERO DE ESTE ACUERDO PROPUESTO.
PARA RECIBIR SU PARTE, NO NECESITA HACER NADA.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE PLEITO	
NO HACER NADA	Usted recibirá un pago del Acuerdo. Si no hace nada, continuará su participación en este pleito y se verá afectado por el resultado del mismo. Recibirá un pago del Acuerdo; sin embargo, perderá cualquier derecho a Demandar a los Demandados por separado por las mismas reclamaciones legales formuladas en la Demanda. La cantidad estimada de su pago de Acuerdo se muestra arriba. Para recibir su pago del Acuerdo, todo lo que tiene que hacer es mantener informado al Administrador del Acuerdo de su dirección postal actual. Una vez que el Tribunal conceda la aprobación definitiva del Acuerdo, el Administrador del Acuerdo le enviará su cheque por correo a la dirección que conste en sus archivos.
SOLICITAR LA EXCLUSIÓN DEL ACUERDO (Fecha límite: 9 de febrero de 2026)	Si solicita ser excluido del Acuerdo, no obtendrá ningún pago del Acuerdo, pero conservará cualquier derecho a Demandar a los Demandados por separado por las mismas reclamaciones legales planteadas en esta Demanda. Importante: No puede solicitar ser excluido y aun así obtener un pago del Acuerdo.
OPONERSE AL ACUERDO (Fecha límite: 9 de febrero de 2026)	Si no está de Acuerdo con el Acuerdo, puede enviar una objeción por escrito al administrador del Acuerdo antes de la fecha límite. Si su objeción es desestimada, seguirá estando obligado por los términos del Acuerdo y recibirá el pago del mismo. Importante: Si se opone al Acuerdo, no puede pedir también que se le excluya.

Esta Notificación explica la naturaleza de la Demanda, los términos generales del Acuerdo propuesto y sus derechos y obligaciones legales.

1. ¿POR QUÉ HE RECIBIDO ESTE AVISO?

Usted recibió este Aviso porque se ha llegado a un Acuerdo propuesto (el “Acuerdo”) en las Demandas colectivas tituladas *Campana contra Vista Verde Labor, Inc.*, Tribunal Superior del Condado de Monterey, Caso No. 23CV000638 y *Pablo Ortiz García, et al. Contra Vista Verde Labor, Inc., et al.*, Tribunal Superior del Condado de Monterey, Caso No. 23CV000632 (en adelante denominadas colectivamente la “Demanda”). Los Demandados han acordado pagar un total de \$2,200,000.00 (el “Monto bruto del Acuerdo”) para resolver todas las Demandas colectivas que surjan de la Demanda. Se celebró una vista el 19 de mayo de 2025 en el Tribunal Superior del Estado de California para el Condado de Monterey, en la que la Juez Carrie M. Panetta aprobó de forma preliminar el Acuerdo por ser justo y razonable para los miembros de la Clase.

2. ¿EN QUÉ CONSISTE LA DEMANDA?

Esta Demanda fue presentada originalmente ante el Tribunal Superior del Condado de Monterey el 2 de marzo de 2023. La Demanda operativa alega reclamaciones en nombre de los Demandantes Simón Edeza Campana, Magdalena Adame Quezada, María Isabel Pérez Gómez, Pablo Ortiz García y Carina Merino Ramírez (colectivamente “Demandantes”) y otros empleados en situación similar contra los Demandados Vista Verde Labor, Inc. y María D. Maldonado (colectivamente “Demandados”) por: 1) no proporcionar períodos de comida o compensación en su lugar; 2) no proporcionar períodos de descanso o compensación en su lugar; 3) no pagar salarios por hora y horas extras; 4) no cumplir con los requisitos de declaración salarial detallada de los empleados; 5) no pagar todos los salarios tras el despido; 6) no reembolsar los gastos empresariales; 7) Ley General de Abogados Privados del Código Laboral de California de 2004; y 8) prácticas comerciales desleales.

Los Demandados niegan todas las acusaciones de irregularidades y sostienen que cumplieron con todas las leyes, normas y reglamentos aplicables en cuestión en este litigio. El Tribunal no se ha pronunciado sobre el fondo de la Demanda.

3. ¿QUÉ ES UNA DEMANDA COLECTIVA?

En una Demanda colectiva, una o más personas Demandan en nombre de otras personas que tienen reclamaciones similares. En la Demanda, los Demandantes son las personas que presentan esta Demanda en su nombre y en nombre de otros empleados en situación similar. Los Demandantes pretenden representarle en una Clase. Una Demanda colectiva permite al Tribunal resolver las reclamaciones de todos los miembros de la Clase al mismo tiempo. Un miembro de la Clase está vinculado por la determinación o sentencia dictada en el caso, tanto si la Clase gana como si pierde, y no puede presentar su propia Demanda sobre las mismas reclamaciones que se decidieron en la Demanda colectiva. Una Demanda colectiva permite que un tribunal resuelva todas las cuestiones de un pleito para todos los miembros de la Clase que decidan no excluirse de la misma.

4. ¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

Todos los empleados actuales y anteriores no exentos de Vista Verde que trabajaron en California en cualquier momento desde el 2 de marzo de 2019 hasta el 4 de noviembre de 2024 (“Miembros de la Clase”). Usted está recibiendo este Aviso porque los registros de los Demandados muestran que usted es miembro de la Clase.

Además, también puede ser elegible para recibir un pago en virtud de la PAGA, Código Laboral de California § 2698 y siguientes, si trabajó para los Demandados en cualquier momento desde el 19 de octubre de 2021 hasta el 4 de noviembre de 2024 (el “Período PAGA”). Si usted es un empleado actual o anterior no exento de los Demandados que estuvo empleado en el Estado de California en cualquier momento durante el Período PAGA, también se le considera un “Miembro de la Clase PAGA”.

5. ¿A QUÉ SE DEBE EL ACUERDO?

El Tribunal no decidió a favor de los Demandantes ni de los Demandados. Los Demandantes creen que podrían haber ganado en el juicio. Los Demandados piensan que podrían haber ganado en el juicio. Pero no hubo juicio. En su lugar, las partes acordaron un Acuerdo. De ese modo, evitan el coste del litigio y las personas potencialmente afectadas obtendrán una compensación. Los Demandantes y los abogados de los Demandantes (“Abogados de la Clase”) creen que el Acuerdo es un compromiso justo y razonable que redunda en beneficio de la Clase.

6. ¿CUÁLES SON LOS TÉRMINOS DEL ACUERDO?

El Demandado ha acordado pagar un total de \$2,200,000.00 para liquidar todas las reclamaciones derivadas de la Demanda. Sujeto a la aprobación del Tribunal, el importe bruto del Acuerdo se utilizará de la siguiente manera (1) honorarios de abogados para los Abogados de la Clase que no excedan un tercio del Acuerdo Bruto (actualmente estimado en \$733,333.33); (2) costos/gastos de abogados que no excedan \$15,000.00; (3) una “Compensación por Servicio” a cada Demandante que no exceda los \$5,000.00 (colectivamente, \$25,000.00); (4) costos de administración del Acuerdo que no excedan \$55,000.00; y (5) penalidades PAGA a ser pagadas a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”) y a los Miembros de la Clase PAGA, que no excedan \$200,000.00. La cantidad de dinero restante después de todos estos pagos (el “Monto Neto del Acuerdo”) se distribuirá entre los Miembros Participantes de la Clase que no opten por no participar en el Acuerdo (los “Miembros Participantes de la Clase”).

Los Miembros Participantes de la Clase que no opten por la exclusión recibirán cada uno un pago (“Pago Individual del Acuerdo”) que representará su parte prorrateada del Importe Neto del Acuerdo, en función del número de Semanas Laborales trabajadas durante el Periodo de la Clase.

Además, usted también puede ser elegible para recibir un pago en virtud de la PAGA, Código Laboral de California § 2699 y siguientes, si también es un “Miembro de la Clase PAGA”, como se define anteriormente.

7. ¿CUÁL ES MI PARTE DEL ACUERDO?

Durante el Período Colectivo, los registros de los Demandados indican que usted trabajó «Total Weeks» Semanas Laborales y su Pago Individual de la Clase estimado es «ESA_Before_Paga». El veinte por ciento (20%) se considerará salario y el ochenta por ciento (80%) restante se considerará multas e intereses. Las cantidades clasificadas como salarios se reportarán en un IRS De W-2, y las cantidades clasificadas como intereses y penalizaciones se reportarán en un IRS Formulario 1099 misc., si procede.

Durante el Período PAGA, los registros del Demandado indican que usted trabajó «PAGA_Work_Weeks» periodos de pago y su Pago PAGA Individual estimado es «PAGA_Amount». El cien por cien (100%) del Pago PAGA Individual se considerará penalización.

8. ¿QUÉ DEBO HACER SI TENGO DUDAS SOBRE EL NÚMERO DE SEMANAS LABORALES O PERIODOS DE PAGO?

Si cree que el número de Semanas Laborales o periodos de pago es incorrecto, puede impugnarlo aportando pruebas, como talones de pago u otros documentos pertinentes que respalden su reclamación. Por favor, presente estas pruebas al Administrador antes de **9 de febrero de 2026**. Si no aporta pruebas, los registros del Demandado se considerarán correctos.

9. ¿QUÉ DEBO HACER PARA RECIBIR EL PAGO DEL ACUERDO?

No necesita hacer nada para participar en el Acuerdo. El Abogado de la Clase ha sido designado y aprobado por el Tribunal, y el Abogado de la Clase le representará a menos que usted decida no participar en el Acuerdo.

Una vez recibido su cheque de Acuerdo, será su responsabilidad cobrarlo en un plazo de 180 días a partir de su emisión. No se tomarán represalias contra usted por cobrar el cheque del Acuerdo. Los cheques que no se cobren o negocien en un plazo de 180 días a partir de la fecha de emisión del cheque se anularán y se transmitirán a la siguiente organización sin ánimo de lucro elegida por las Partes: Watsonville Law Center.

10. ¿CÓMO AFECTA EL ACUERDO A MIS DERECHOS?

Una vez que el Tribunal haya aprobado el Acuerdo y se haya financiado el Importe Bruto del Acuerdo, cada Miembro Participante de la Clase, así como sus cónyuges, herederos, albaceas, administradores, fideicomisarios y/o cesionarios autorizados, exonerarán a las Partes Exoneradas de todas y cada una de las Reclamaciones Exoneradas de la Clase que surjan durante el Periodo de la Clase.

Las Partes Exoneradas consisten en: Vista Verde Labor, Inc., María D. Maldonado, y los Cultivadores Demandados (Scheid Vineyards, Tanimura & Antle, y Sebastian Harvesting).

Las Reclamaciones Exoneradas de Clase son las siguientes:

Todas las reclamaciones que fueron, o que podrían haber sido, alegadas en la Demanda Operativa, basadas en los hechos y teorías alegados en la Demanda, por violación de las secciones 201, 202, 203, 204, 216, 218, 221, 226(a), 226.7, 246 y *siguientes* del Código Laboral, y que se acumularon durante el Periodo de la Clase.

Con respecto a los Demandados Cultivadores, la liberación se limitará a las Semanas Laborales específicas en las que Vista Verde asignó al Miembro Participante de la Clase a trabajar uno o más turnos en el Demandado Cultivador.

Si usted es miembro de la Clase y no opta por no participar en el Acuerdo, se considerará que ha aceptado esta exención y que ha renunciado a las Reclamaciones Exoneradas de la Clase descritas anteriormente. Si el Acuerdo no es aprobado por el Tribunal o no se convierte en definitivo por algún otro motivo, el litigio continuará.

Además, los Miembros de la Clase PAGA liberarán a las Partes Exoneradas de todas y cada una de las Reclamaciones Exoneradas PAGA que surjan durante el Periodo PAGA.

Las Reclamaciones Exoneradas de la PAGA son las siguientes:

Todas las reclamaciones por sanciones civiles u otros recursos recuperables en virtud de la sección 2698 y *siguientes* del Código Laboral, que fueron, o que podrían haber sido, alegadas en la Denuncia Operativa, la Notificación PAGA *de Campana* o la Notificación PAGA *de García*, basadas en los hechos y teorías alegados en la Demanda, por violación de las secciones 201, 202, 203, 204, 216, 218, 221, 226(a), 226.7, 246 y *siguientes*, 510, 512, 558, 1194, 1198 y 2802 del Código Laboral, y que se acumularon durante el Periodo PAGA. La exoneración incluye una exoneración de sanciones civiles, honorarios de abogados y costas.

Con respecto a los Demandados Cultivadores, la liberación se limitará a los períodos de pago específicos en los que Vista Verde asignó al Miembro de la Clase PAGA a trabajar uno o más turnos en el Demandado Cultivador

11. ¿QUÉ PASA SI NO QUIERO PARTICIPAR EN ESTE ACUERDO?

Si usted es un Miembro de la Clase y desea excluirse del Acuerdo, debe presentar una Solicitud de Exclusión. Si presenta una Solicitud de Exclusión válida y a tiempo, dejará de ser miembro de la Clase, no tendrá derecho a recibir un Pago Individual de la Liquidación, no podrá objetar a los términos del Acuerdo, no estará obligado por la exoneración de las Reclamaciones Exoneradas de la Clase descritas anteriormente y podrá presentar cualquier reclamación que tenga, a su cargo, contra los Demandados. Cualquier persona que opte por no participar no se verá afectada por los términos del Acuerdo, excepto en lo relativo a las reclamaciones PAGA.

La Solicitud de exclusión debe presentarse por escrito e incluir (1) su nombre completo y dirección actual; (2) los cuatro últimos dígitos de su número de la Seguridad Social, (3) una declaración que diga: “Solicito la exclusión del Acuerdo Campana y no deseo participar en el Acuerdo Campana”; y (4) su firma. La solicitud de exclusión debe llevar matasellos del **9 de febrero de 2026** y enviarse al administrador del Acuerdo a *Campana contra Vista Verde Labor, Inc, c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863*.

Si usted es (también) Miembro de la Clase PAGA, no podrá excluirse de las Reclamaciones PAGA Exoneradas independientemente de si presenta una solicitud válida de “exclusión voluntaria”. Como tal, seguirá recibiendo un Pago PAGA Individual y estará obligado por las Reclamaciones PAGA Exoneradas si es Miembro de la Clase PAGA.

Si más del diez por ciento (10%) de los Miembros de la Clase presentan Solicitudes de Exclusión válidas y oportunas, los Demandados tienen derecho a retirarse del Acuerdo.

12. ¿QUÉ PASA SI QUIERO OPONERME A ESTE ACUERDO?

Si no opta por excluirse del Acuerdo presentando una solicitud de exclusión válida y oportuna, tal y como se ha descrito anteriormente, puede objetar a cualquiera de los términos del Acuerdo antes de la Audiencia de Aprobación Definitiva. Si no sigue estos pasos, se considerará que renuncia a sus objeciones. Si el Tribunal rechaza su objeción, usted seguirá estando obligado por los términos del Acuerdo y también recibirá un pago individual del Acuerdo.

Sus objeciones por escrito deben indicar (1) su nombre completo y dirección actual; (2) la(s) razón(es) específica(s) de las objeciones; (3) todas y cada una de las pruebas y documentos de apoyo (incluidos, entre otros, todos los escritos, pruebas escritas y declaraciones) que el Tribunal debe considerar; y (4) una declaración sobre si desea comparecer en la Audiencia de Aprobación Definitiva y ser escuchado en apoyo u oposición al Acuerdo. La objeción debe estar matasellada antes del **9 de febrero de 2026** y enviarse al Administrador del Acuerdo a *Campana contra Vista Verde Labor, Inc. Clase Action Lawsuit, c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863*.

SI NO PRESENTA A TIEMPO SU OBJECCIÓN NI COMPARECE EN LA AUDIENCIA DE APROBACIÓN DEFINITIVA, SE CONSIDERARÁ QUE HA RENUNCIADO A TODAS LAS OBJECIONES.

13. ¿SE COMPENSARÁ AL DEMANDANTE POR PRESENTAR ESTA DEMANDA?

Los Demandantes solicitarán una compensación por servicios de \$5,000.00 cada uno (colectivamente, \$25,000.00) por sus servicios como Representantes de la Clase y por sus esfuerzos en la interposición de la Demanda. El Tribunal tomará la decisión final en cuanto a la cantidad a pagar a los Demandantes.

14. ¿TENGO ABOGADO EN ESTE CASO?

Sí. El Tribunal decidió que el bufete de abogados Fitzpatrick & Swanston, Diversity Law Group, P.C. y Work Lawyers, PC (colectivamente “Abogados de la Clase”), que representan a los Demandantes, también están cualificados para representar a los Miembros de la Clase. No se le cobrará por estos abogados. Si desea ser representado por su propio abogado, puede contratar uno a su costa.

Si tiene alguna pregunta sobre el caso o el Acuerdo, debe ponerse en contacto con el Abogado de la Clase. La información de contacto es la siguiente:

B. James Fitzpatrick
bjfitzpatrick@fandslegal.com

Alison L. Baker
abaker@fandslegal.com
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Teléfono: (831) 755-1311

Larry W. Lee
lwlee@diversitylaw.com
Kristen Agnew
kagnew@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Teléfono: (213) 488-6555

Justin Lo
justin@caworklawyer.com
WORK LA WYERS PC
22939 Hawthorne Blvd., Suite 202
Torrance, CA 90505
Teléfono: (424) 355-8535

15. ¿CÓMO SE PAGARÁ A LOS ABOGADOS?

Los Abogados de la Clase solicitarán al Tribunal unos honorarios que no superen un tercio del Acuerdo bruto (actualmente estimado en \$733,333.33) y el reembolso de las costas procesales que no superen \$15,000.00. Estos honorarios servirán para compensar a los Abogados de la Clase por sus esfuerzos para lograr el Acuerdo en beneficio de la Clase y por su riesgo al emprender esta representación en régimen de contingencia. Los Abogados de la Clase ya han invertido muchas horas investigando este caso, revisando la información sobre nóminas y registros de tiempo proporcionada por el Demandado, investigando las reclamaciones de la Clase y negociando este Acuerdo para la Clase. Incurrirán en horas adicionales supervisando la aprobación final e implementando el plan de distribución.

16. ¿QUÉ ES LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

El Tribunal ha aprobado de forma preliminar el Acuerdo y celebrará una vista para decidir si otorga la aprobación definitiva al mismo. El propósito de la Audiencia de Aprobación Definitiva será que el Tribunal determine si el Acuerdo debe ser aprobado como justo, razonable, adecuado y en el mejor interés de la Clase; que considere la concesión de honorarios y gastos de abogados a los Abogados de la Clase; y que considere la solicitud de una indemnización por servicios a la Demandante Nombrada.

17. ¿CUÁNDO Y DÓNDE SE CELEBRA LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

El Tribunal celebrará la Audiencia de Aprobación Definitiva el 13 de marzo de 2026, a las 8:30 a.m., en el Departamento 14 del Tribunal Superior del Estado de California para el Condado de Monterey, 1200 Aguajito Road, Monterey, California 93940 (“Audiencia de Aprobación Definitiva”).

La Audiencia de Aprobación Definitiva puede continuar sin previo aviso a los Miembros de la Clase. No es necesario que comparezca en la Audiencia de Aprobación Definitiva a menos que lo desee. Sin embargo, tiene derecho a asistir a la Audiencia de Aprobación Definitiva y a ser representado por su propio abogado, corriendo usted con los gastos. Si tiene previsto asistir a la Audiencia de Aprobación Definitiva, puede ponerse en contacto con los Abogados de la Clase para confirmar la fecha y la hora. Si el Acuerdo no es aprobado por el Tribunal o no se convierte en definitivo por alguna razón, la Demanda puede continuar hasta el juicio.

18. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

Para ver una copia de la Estipulación Conjunta y el Acuerdo de Conciliación de la Demanda Colectiva y las Reclamaciones PAGA (que define los términos en mayúscula utilizados en este Aviso y proporciona un breve resumen de lo que ha sucedido en la Demanda), la Orden de Aprobación Preliminar del Tribunal, la solicitud de honorarios de abogados y costas del Abogado de la Clase, las Demandas y otros documentos archivados relacionados con la Demanda del Demandante y este Acuerdo, puede ver todos esos archivos en la Secretaría del Tribunal Superior del Estado de California para el Condado de Monterey, 1200 Aguajito Road, Monterey, California 93940.

SI NECESITA MÁS INFORMACIÓN O TIENE CUALQUIER PREGUNTA, puede ponerse en contacto con el Abogado de la Clase o con el Administrador del Acuerdo en Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 O (800) 523-5773.

19. ¿QUÉ OCURRE SI CAMBIAN MIS DATOS?

Es su responsabilidad mantener una dirección y un número de teléfono actualizados en los archivos del Administrador del Acuerdo, para asegurar la recepción de su Pago PAGA Individual y/o Pago PAGA Individual y los formularios de impuestos aplicables si el Acuerdo recibe la aprobación final del Tribunal. Si cambia su dirección postal, deberá ponerse en contacto inmediatamente con el Administrador del Acuerdo y proporcionarle su nueva dirección e información de contacto.

20. ¿CUÁNDO RECIBIRÉ EL PAGO DE MI ACUERDO?

El Acuerdo prevé que el importe bruto del Acuerdo se financie en pagos a plazos. El primer pago de \$450,000.00 se efectuó el 24 de abril de 2025 o alrededor de esa fecha. Los pagos restantes se efectuarán trimestralmente a partir del 1 de julio de 2025. El último pago trimestral está previsto para el 1 de abril de 2028.

Basándose en el actual plan de pagos, las Partes prevén que los Miembros de la Clase y los Miembros de la Clase PAGA recibirán su Pago Individual del Acuerdo y/o su Pago PAGA Individual en abril de 2026 o alrededor de esa fecha.

NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO JUDICIAL O AL JUEZ.

Exhibit B

OPT OUTS

Last Name	First Name
Alonso	Jesus De Jesus
Bautista	Guillermina Martinez
Bautista	Maria Villa
Bautista	Maria Santiago
Bautista	Norberta Santiago
Bautista	Sonia Villa
Cruz	Marcos Vasquez
De Jesus	Antonio Guzman
De Jesus	Teresa Alonso
De Jesus	Jorge
Flores	Virgen Diaz
Fragoso	Maria Del Rosario Gutierrez
Garcia	Juanito Martinez
Garcia	Belen Martinez
Gutierrez	Admundo Villa
Juarez	Antonio Garcia
Martinez	Hugo Ramirez
Martinez	Gualirio Bautista
Martinez	Fredy Antonio Garcia
Martinez	Inocencia Guzman
Martinez	Juan Garcia
Martnez	Aida
Merino	Flaviana Bautista
Ramirez	Eugenia Hernandez
Rodriguez	Modesto Jesus
Santiago	Rafael Garcia
Santiago	Daniel Bautista
Velasco	Angel Martinez

Exhibit C



CASE STATISTICS

Class Members	12,509
Opt Out Rate	0.22%
Opt Outs Received	28
Total Class Claimants	12,481
Subtotal Admin Only	\$54,556.89

Not-to-Exceed Total \$54,556.89

For 12509 Class Members

Pricing Good for Scope of Estimate Only

October 7, 2025

Case: Campana v. Vista Verde Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Party: Josie Favila

Firm: Fitzpatrick, Spini & Swanston

Contact Number: (831) 755-1311

Email: josie@fandslegal.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 12509 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$132.85	1	\$132.85
Call Center & Long Distance	\$2.00	85	\$170.00
NCOA (USPS)	\$350.00	2	\$700.00
Total			\$1,752.85

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.05	12,509	\$625.45
Notice Packet & Opt-Out Form	\$0.95	12,509	\$11,883.55
Estimated Postage (up to 2 oz.)*	\$0.74	12,509	\$9,256.66
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$23,390.66

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	4	\$220.00
Skip Tracing Undeliverables	\$1.00	751	\$750.54
Remail Notice Packets	\$0.95	751	\$713.01
Estimated Postage	\$0.74	751	\$555.40
Programming Undeliverables	\$55.00	4	\$220.00
Total			\$2,458.95

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	7	\$385.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	37	\$370.00
Case Manager	\$85.00	4	\$340.00
Total			\$1,565.00

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	4	\$500.00
Disbursement Review	\$125.00	4	\$500.00
Programming Manager	\$95.00	4	\$380.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	9	\$1,125.00
Mail Class Checks *	\$0.75	12,384	\$9,287.93
Estimated Postage	\$0.74	12,384	\$9,164.09
Total			\$21,157.03

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	4	\$500.00
Remail Undeliverable Checks (Postage Included)	\$2.50	31	\$77.40
Case Associate	\$75.00	5	\$375.00
Reconcile Uncashed Checks	\$80.00	8	\$640.00
Conclusion Reports	\$25.00	2	\$50.00
Case Manager Conclusion	\$85.00	4	\$340.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$2,000.00	1	\$2,000.00
Total			\$4,232.40

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

Estimate Total: \$54,556.89



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

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

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