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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**

11 WILLIAM CAMPOS; individually, and on
12 behalf of other members of the general public
similarly situated and on behalf of other
13 aggrieved employees pursuant to the California
Private Attorneys General Act; JUANITA
14 HERNANDEZ; individually, and on behalf of
other members of the general public similarly
15 situated and on behalf of other aggrieved
employees pursuant to the California Private
16 Attorneys General Act;

17 Plaintiffs,

18 vs.

19 MOTIVE ENERGY, INC., a California
corporation; MOTIVE ENERGY
20 TELECOMMUNICATIONS GROUP, INC., a
California corporation; ADVANCED
21 CHARGING TECHNOLOGIES, INC., a
California corporation; and DOES 1 through
22 100, inclusive,

23 Defendants.
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25
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Case No.: 30-2016-00828352-CU-OE-CXC

Honorable William D. Claster
Department CX104

CLASS ACTION

**DECLARATION OF LINDSAY KLINE
REGARDING SETTLEMENT NOTICE
ADMINISTRATION**

Date: March 15, 2019
Time: 9:00 a.m.
Department: CX104

Complaint Filed: January 5, 2016
FAC Filed: September 22, 2016
SAC Filed: December 2, 2016
Trial Date: None Set

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1 calculating the *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") for each
2 Class Member who does not submit a timely and valid Opt Out Form ("Settlement Class Member"); (g)
3 processing and mailing payments to Plaintiff's William Campos and Juanita Hernandez, Class Counsel,
4 and Settlement Class Members; and (h) other tasks as the parties mutually agree or the Court orders
5 Simpluris to perform, among other things.

6 **TOLL FREE TELEPHONE NUMBER**

7 4. Simpluris established a toll-free telephone number (888-654-1271) on January 16, 2019.
8 The toll-free telephone number was included in the Notice Packet for the purpose of allowing Class
9 Members to call Simpluris and make inquiries regarding the Settlement. The system is accessible 24
10 hours a day, 7 days a week, and will remain in operation throughout the settlement administration
11 process. Callers have the option to speak with a live call center representative during normal business
12 hours or to leave a message and receive a return call during non-business hours.

13 **NOTIFICATION TO THE CLASS**

14 5. On December 13, 2018, Simpluris received the Court-approved Notice Packet. The
15 Notice Packet provides information regarding Class Members' right to request exclusion from the
16 Settlement, object to the Settlement, do nothing, and the implications of each such action; applicable
17 deadlines and other events, including the date of the Final Approval Hearing; and how Class Members
18 could obtain additional information. A true and correct copy of an exemplar Notice Packet is attached
19 hereto as "Exhibit A".

20 6. On December 10, 2018, Defendants' Counsel provided Simpluris with a mailing list
21 containing the full names, last known mailing addresses and telephone numbers, Social Security
22 numbers, and dates of employment as a non-exempt or hourly-paid employee of Defendants in
23 California for individuals identified as Class Members ("Class Information"). The Class Information
24 contained data for four hundred and ninety-two (492) unique individuals identified as Class Members.

25 7. The mailing addresses contained in the Class Information were processed and updated
26 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service.
27 The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that
28 any individual had filed a U.S. Postal Service change of address request, the address listed with the

1 NCOA was utilized in connection with the mailing of the Notice Packet. Simpluris was able to locate
2 ninety-two (92) updated addresses through NCOA.

3 8. On January 16, 2019 ("Initial Mailing Date"), the Notice Packet was mailed to four
4 hundred and ninety-two (492) individuals identified as Class Members in the Class Information via
5 first-class U.S. Mail. Based on the Initial Mailing Date, the deadline for Class Members to submit an
6 Opt Out Form, objection to the Settlement and/or Workweeks dispute to the Settlement Administrator,
7 is March 2, 2019 ("Response Deadline").

8 9. As of this date, twenty two (22) Notice Packets were returned to Simpluris as
9 undeliverable, of which none had forwarding addresses provided by the Post Office. If a Class
10 Member's Notice Packet was returned by the USPS as undeliverable and without a forwarding address,
11 Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by using
12 Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name
13 and previous address to locate a current address. Through the advanced address searches, Simpluris
14 has been able to locate nineteen (19) updated addresses and Simpluris promptly re-mailed the Notice
15 Packet to the updated addresses. Ultimately, there are three (3) Notice Packets that remain
16 undeliverable.

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

18 10. As of this date, Simpluris has received six (6) timely and valid Opt Out Forms from
19 Class Members.

20 11. As of this date, Simpluris has not received any objections to the Settlement from Class
21 Members.

22 12. As of this date, Simpluris has not received any disputes regarding the number of
23 Workweeks credited to Class Members.

24 **SETTLEMENT PAYMENTS**

25 13. As of this date, there are four hundred and eighty six (486) Class Members who, having
26 not submitted a timely and valid Opt Out Form, are deemed to be Settlement Class Members and will
27 be distributed their *pro rata* share of the Net Settlement Amount (i.e., Individual Settlement Share).
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1 14. The Net Settlement Amount is estimated to be \$390,853.00 and was determined by
2 subtracting the requested attorneys' fees (\$262,500.00), maximum amount allocated for reimbursement
3 of litigation costs and expenses (\$50,000.00), requested Service Payments (\$15,000.00), LWDA
4 Payment (\$22,500.00), and the requested Settlement Administration Costs (\$9,147.00) from the
5 Maximum Settlement Amount (\$750,000.00).

6 15. Based on the Net Settlement Amount of \$390,853.00, the average Individual Settlement
7 Share is estimated to be \$804.22, the highest Individual Settlement Share to a Settlement Class Member
8 is estimated to be \$2,593.20, and the lowest Individual Settlement Share to a Settlement Class Member
9 is estimated to be \$1.12. Individual Settlement Shares are subject to reduction for the employee's share
10 of taxes and withholdings on the wage portion of Individual Settlement Shares, and the net payment is
11 the "Individual Settlement Payment."

12 16. Based on the Net Settlement Amount of \$390,853.00, the Individual Settlement Share to
13 Plaintiff William Campos is estimated to be approximately \$276.91, and the Individual Settlement
14 Share to Plaintiff Juanita Hernandez is estimated to be approximately \$310.08.

15 **SETTLEMENT ADMINISTRATION COSTS**

16 17. Simpluris' total costs for services in connection with the administration of this
17 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
18 \$9,147.00. Simpluris' work in connection with this matter will continue with the calculation of the
19 settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax
20 reporting on such payments. A true and correct copy of an invoice showing the breakdown of
21 Settlement Administration Costs is attached hereto as "Exhibit B".

22 I declare under penalty of perjury under the laws of the State of California that the foregoing is
23 true and correct. Executed this 21st day of February, 2019, in Costa Mesa, California.

24 
25 _____
26 Lindsay Kline

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

William Campos, et al. v. Motive Energy, Inc., et al.
Superior Court of California for the County of Orange
Case No. 30-2016-00828352-CU-OE-CXC

To: All current and former hourly-paid or non-exempt employees who worked for Motive Energy, Inc., Motive Energy Telecommunications Group, Inc., and/or Advanced Charging Technologies, Inc. within the State of California at any time during the period from January 5, 2012 to March 16, 2018:

**PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

I. INTRODUCTION

The Superior Court of California for the County of Orange ("Court" or "Orange County Superior Court"), has granted preliminary approval of a proposed class action settlement in the above-captioned action (the "Action").

A Final Approval Hearing will be held on March 15, 2019 at 9:00 a.m. to determine whether the Settlement should be granted final approval. The records of Motive Energy, Inc., Motive Energy Telecommunications Group, Inc., and Advanced Charging Technologies, Inc. (collectively, "Defendants") show that you were employed by at least one of the Defendants as an hourly-paid or non-exempt employee within the State of California at some time during the period from January 5, 2012 to March 16, 2018 ("Class Period"), and therefore you are a "Class Member." As a Class Member, you may be entitled to money under the Settlement, and unless you "opt out" of the Settlement, your legal rights may be affected. The purpose of this Notice of Class Action Settlement ("Notice") is to: (1) describe the Action, (2) inform you of the terms of the Settlement, and (3) inform you of your rights and options in connection with the Settlement.

II. SUMMARY OF THE ACTION

On January 5, 2016, former employee William Campos ("Campos") filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendants in Orange County Superior Court. On September 22, 2016, Plaintiff Campos filed a First Amended Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. which, *inter alia*, added former employee Juanita Hernandez as a named plaintiff to the Action (together Plaintiff Campos and Hernandez are referred to as "Plaintiffs"). On December 2, 2016, Plaintiffs filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint").

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, failed to provide compliant meal periods and pay meal period premiums, failed to provide compliant rest periods and pay rest period premiums, failed to reimburse for necessary business expenses, failed to timely pay wages and associated waiting time penalties, failed to provide accurate and itemized wage statements, and failed to keep requisite pay records, and thereby engaged in unfair business practices and conduct giving rise to civil penalties under the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), with respect to Plaintiffs and all other current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the period from January 5, 2012 to final judgment.

Defendants deny all of Plaintiffs' allegations and specifically deny that they violated the law in any way as described in the lawsuit. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that Defendants admit any fault, guilt, negligence, wrongdoing, or liability whatsoever. There has been no finding of any wrongdoing by Defendants. Defendants wish to settle in order to avoid the costs, time, and disruption caused by litigation.

Plaintiffs and Defendants participated in a mediation before an experienced wage-and-hour mediator, which resulted in a settlement of the Action, and the parties executed the Joint Stipulation of Class Action and PAGA Settlement and Release, Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement and Release, and Amendment No. 2 to Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

The Court granted preliminary approval of the Settlement on November 16, 2018 on behalf of the following Class:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from January 5, 2012 to March 16, 2018 ("Class" or "Class Member(s))."

At that time, the Court also preliminarily approved Plaintiffs William Campos and Juanita Hernandez to serve as representatives of the Class ("Class Representatives"), and Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and Joanna Ghosh, Esq. of Lawyersfor Justice, PC to serve as counsel for the Class ("Class Counsel").

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Lawyersfor Justice, PC
410 Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

III. SUMMARY OF SETTLEMENT TERMS

Maximum Settlement Amount. As a part of the Settlement, Defendants have agreed to pay the amount of \$750,000 (the "Maximum Settlement Amount") to fully resolve the Action in accordance with the terms of the Settlement Agreement. The "Net Settlement Amount" refers to the amount that will be available for distribution to Class Members who do not submit a valid and timely Request for Exclusion ("Settlement Class Members"). The Net Settlement Amount is the Maximum Settlement Amount less the following amounts, subject to approval by the Court:

- **Settlement Administration Costs.** Payment to the Settlement Administrator, in an amount not to exceed \$12,000, for the expenses and costs of notifying the Class Members of the Settlement, processing Requests for Exclusion (as described in Section V of this Notice), calculating Class Members' *pro rata* shares of the Net Settlement Amount, and distributing payments under the Settlement, among other tasks.
- **Attorneys' Fees and Litigation Costs and Expenses.** Payment in an amount not to exceed \$262,500 (which is 35% of the Maximum Settlement Amount) for attorneys' fees to Class Counsel, as compensation for the work that Class Counsel has performed and will continue to perform in this Action through the finalization of the Settlement. Class Counsel also seeks reimbursement of its actual litigation costs and expenses incurred in the Action, in an amount not to exceed \$50,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- **Service Payments.** Service Payments in amounts not to exceed \$8,000 to Plaintiff William Campos and \$7,000 to Plaintiff Juanita Hernandez (totaling \$15,000), to compensate them for their services on behalf of the Class in initiating and prosecuting the Action. The Service Payments are in addition to whatever payments Plaintiffs are otherwise entitled to as Settlement Class Members.
- **LWDA Payment.** Under the Settlement, \$30,000 has been designated as penalties under the Private Attorneys General Act ("PAGA Payment"). As required by statute, 75% of the PAGA Payment (i.e., \$22,500) will be paid to the Labor and Workforce Development Agency ("LWDA Payment"), and the remaining 25% of the PAGA Payment (i.e., \$7,500) will remain part of the Net Settlement Amount to be distributed to Settlement Class Members on a *pro rata* basis.

Calculation of Individual Settlement Shares. Settlement Class Members will be entitled to receive a *pro rata* share of the Net Settlement Amount ("Individual Settlement Share"). Each Settlement Class Member's Individual Settlement Share will be calculated based upon the number of weeks that the respective Settlement Class Member was employed by any of the Defendants in an hourly-paid or non-exempt position in California from January 5, 2012 to March 16, 2018 ("Workweeks"), relative to the total number of Workweeks of all Settlement Class Members. The Settlement Administrator has calculated the total number of Workweeks worked by each individual Class Member based on Defendants' records, by using the start and termination dates of each individual Class Member's employment with any of Defendants in an hourly-paid or non-exempt position in California, excluding any period during which the Class Member was on a leave of absence, employed by Defendants outside of California, and/or classified by Defendants as an exempt employee. Your Workweeks calculation is reflected below in Section IV. To calculate a Settlement Class Member's Individual Settlement Share, the Net Settlement Amount will be divided by the total number of Workweeks worked by all Settlement Class Members to arrive at the value of each Workweek ("Weekly Rate"), and each Settlement Class Member's individual Workweeks will be multiplied by the Weekly Rate to yield his or her Individual Settlement Share.

Tax Matters. Each Individual Settlement Share is allocated as follows, for withholding purposes: thirty-three percent (33%) as wages and sixty-seven percent (67%) as interest and penalties. The wages portion of each Individual Settlement Share will be reported on an IRS Form W-2. Settlement Class Members will be issued payment of their respective Individual Settlement Share subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of their Individual Settlement Share, which the Settlement Administrator is responsible for remitting and reporting to the tax authorities. Defendants will be responsible for paying their employer's share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Shares. The portions of the Individual Settlement Share that are allocated towards interest and penalties will be paid out without reduction for taxes or withholdings, and these non-wage portions will be reported on an IRS Form 1099. Settlement Class Members will be exclusively liable for any and all tax liability for payments issued to them under the Settlement. Settlement Class Members may wish to consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Releases. Other than the rights created by the Settlement, upon the Effective Date, all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will fully release and discharge Released Parties from, and covenant not to sue the Released Parties for, any and all of the Released Claims.

"Released Parties" means: Defendants and each of its past, present, and future parent companies, subsidiaries, shareholders, lenders, officers, partners, directors, employees, insurers, predecessors, accountants, attorneys, plan administrators, heirs, trustees, successors, and assigns, and each and all of their respective past, present, and future shareholders, lenders, officers, partners, directors, employees, insurers, predecessors, accountants, attorneys, plan administrators, heirs, trustees, successors, and assigns, and all persons acting under, by, through, or in concert with any of them.

"Released Claims" means: all individual, class, or representative claims, actions, disputes, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, damages (including and not limited to, liquidated damages, exemplary damages, and punitive damages), restitution, equitable relief, injunctive relief, or causes of action, or penalties, of any nature whatsoever, whether known or unknown, that were pled or could have been pled based on the factual allegations in the Operative Complaint, arising during the Class Period, which the Settlement Class Members have had or hereafter may claim to have, against the Released Parties, or any of them, including, without limitation: (a) claims for violation of the California Labor Code and applicable Wage Order(s) promulgated by the California Industrial Welfare Commission, for failure to pay minimum wages, the failure to pay overtime wages or other premium pay, the failure to provide compliant meal periods, the failure to provide compliant rest periods, failure to provide compliant wage statements, failure to reimburse for necessary business expenditures; (b) claims for unfair, unlawful, and fraudulent business practices under the California Business and Professions Code sections 17200, et seq. and/or any other unfair competition law; (c) related or derivative claims for penalties, including, but not limited to, wage statement penalties and/or any other penalties set forth in California Labor Code or Wage Orders; (d) all violations of the Private Attorneys General Act of 2004 (including, but not limited to, all claims arising under California Labor Code sections 2698, 2699, and 2699.3), and (e) any additional claims for penalties, damages or wages predicated on the same.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order, at or following a Final Approval Hearing, granting final approval of the Settlement.

IV. RECEIVING PAYMENT UNDER THE SETTLEMENT

If you do nothing, you will be deemed a Settlement Class Member, you will be issued payment from the Settlement, and you will release the Released Parties of all Released Claims, as described herein.

Based on Defendants' records, which will be presumed to be correct unless you timely submit evidence to the contrary to the Settlement Administrator, your Workweeks calculation is as follows:

Your start date of employment:	«MERGED_StartDate»
Your last date of employment:	«MERGED_EndDate»
<i>Under the Settlement, you will only be credited for weeks you were employed by any of Defendants in an hourly-paid or non-exempt position in California during the period January 5, 2012 to March 16, 2018, and time employed before January 5, 2012 and after March 16, 2018 is excluded.</i>	
Your Workweeks under the Settlement:	«MERGED_WW_CALC»

You are credited as having been employed by at least one of the Defendants in an hourly-paid or non-exempt position in California during the time period starting on January 5, 2012 and ending on March 16, 2018 for «MERGED_WW_CALC» Workweeks and your estimated gross Individual Settlement Share is \$«MERGED_EstSettAmnt_CALC».

If you wish to challenge the number of Workweeks attributed to you above, then you must submit a written, signed dispute, along with supporting documents, if any exist, to the Settlement Administrator at the following address, postmarked **no later than March 2, 2019**:

Motive Energy Settlement
c/o Administrator
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 654-1271

To be valid, your dispute must contain: (1) your full name, address, signature, telephone number, and the last four digits of your Social Security number; (2) the case name and number of this Action (the case name is *Campos, et al. v. Motive Energy, Inc., et al.*, and the Case Number is 30-2016-00828352-CU-OE-CXC); (3) a clear statement indicating that you are disputing the number of Workweeks credited to you; and (4) facts supporting your dispute along with any supporting documents.

In order to ensure receipt of your payment, it is your **responsibility to make sure you keep the Settlement Administrator informed of your current mailing address**, and you may do so by contacting the Settlement Administrator at the address listed above or the telephone number listed on the bottom of the page.

V. RIGHT TO REQUEST EXCLUSION FROM THE SETTLEMENT

If you do **not** wish to participate in the Settlement, you must exclude yourself from the Settlement or "opt out" by completing and timely submitting the Opt Out Form that is being provided to you along with this Notice ("Request for Exclusion"). **If you opt out, you will receive no money from the Settlement and you will not be bound by its terms.** To opt out, you must fully complete the Opt Out Form and submit it to the Settlement Administrator by mail at the address set forth in Section IV, above, postmarked no later than March 2, 2019. To be valid, the Opt Out Form must contain your full name, address, signature, and last four digits of your Social Security number, and you must also affix a check-mark next to the pre-typed statement indicating that you seek to be excluded from the Settlement. Opt Out Forms that do not include all required information or are postmarked after March 2, 2019 will be rejected. Those Class Members who fail to submit a timely and valid Request for Exclusion (i.e., by submitting a timely and valid Opt Out Form) will remain bound by the Settlement and the release of the Released Claims described above.

VI. RIGHT TO OBJECT TO THE SETTLEMENT

Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Members) and believe that the Settlement should not be finally approved by the Court for any reason, may object to the Settlement. Objections must be in writing and must be mailed or hand delivered to the Settlement Administrator at the address listed above in Section IV, postmarked **on or before March 2, 2019**. To be valid, an objection must contain: (1) the objector's full name, address, telephone number, signature, the last four digits of the objector's Social Security number; (2) the case name and number of this Action (the case name is *Campos, et al. v. Motive Energy, Inc., et al.*, and the Case Number is 30-2016-00828352-CU-OE-CXC); (3) a clear statement indicating that the objector wishes to object to the Settlement and the basis for any objection; (4) identification of the name and address of the objector's counsel, if he or she is represented by counsel; and (5) a statement of whether or not the objector intends to appear at the Final Approval Hearing. To object to the Settlement, Class Members must remain members of the Settlement Class, and if the Court approves the Settlement, Settlement Class Members who object will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

VII. HEARING ON THE SETTLEMENT ("FINAL APPROVAL HEARING")

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on March 15, 2019 at 9:00 a.m. in Department CX104, in the Superior Court of California for the County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. The Final Approval Hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing**, although any Settlement Class Member is welcome to attend the hearing at his or her own expense. Any Class Member may retain his or her own legal representation at his or her own expense as well.

VIII. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. Class Members should contact the Settlement Administrator with any concerns or questions regarding the Settlement:

Motive Energy Settlement
c/o Administrator
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 654-1271

You may also refer to the pleadings and other papers filed in the Action, which may be viewed at the Office of the Clerk, Complex Civil Division of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701 during regular business hours of each court day. Also, select documents may be downloaded from the Orange County Superior Court's website (<https://www.occourts.org/online-services/case-access/>) by clicking on the "Civil Case & Document Access" option, for a fee.

You may also contact Class Counsel: Edwin Aiwarzian, Esq., Lawyers for Justice, PC, 410 Arden Avenue, Suite 203, Glendale, California, 91203, Telephone: (818) 265-1020, Fax: (818) 265-1021.

PLEASE DO NOT CONTACT MOTIVE ENERGY, INC., MOTIVE ENERGY TELECOMMUNICATIONS, INC., OR ADVANCED CHARGING TECHNOLOGIES, INC., OR THEIR HUMAN RESOURCES REGARDING THIS NOTICE.

FURTHER, PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.

ALL QUESTIONS SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE

William Campos, et al. v. Motive Energy, Inc., et al.
Corte Superior de California para el Condado de Orange
Caso No. 30-2016-00828352-CU-OE-CXC

Para: Todos los empleados y exempleados pagos por hora o no exentos que hayan trabajado para Motive Energy, Inc., Motive Energy Telecommunications Group, Inc. o Advanced Charging Technologies, Inc. en el estado de California en cualquier momento durante el período comprendido entre el 5 de enero del 2012 y el 16 de marzo del 2018:

POR FAVOR, LEA ATENTAMENTE ESTA NOTIFICACIÓN. PUEDE AFECTAR SUS DERECHOS LEGALES. USTED PUEDE TENER DERECHO A RECIBIR UNA SUMA DE DINERO EN VIRTUD DE ESTE ACUERDO.

I. INTRODUCCIÓN

La Corte Superior de California para el Condado de Orange ("Corte" o "Corte Superior del Condado de Orange") ha otorgado la homologación preliminar de un acuerdo de acción de clase propuesto en la acción indicada anteriormente (la "Acción").

Se celebrará una Audiencia de Homologación Definitiva el 15 de marzo del 2019 a las 09:00 a. m. para determinar si el Acuerdo debería recibir la homologación definitiva. Los registros de Motive Energy, Inc., Motive Energy Telecommunications Group, Inc. y Advanced Charging Technologies, Inc. (conjuntamente, "Demandados") muestran que usted trabajó, al menos, para uno de los Demandados como empleado pago por hora o no exento dentro del estado de California en algún momento durante el período comprendido entre el 5 de enero del 2012 y el 16 de marzo del 2018 ("Período de la Clase"), y, por lo tanto, usted es un "Miembro de la Clase". Como Miembro de la Clase, es posible que tenga derecho a recibir dinero en virtud del Acuerdo y, a menos que se "excluya" del Acuerdo, es posible que sus derechos legales se vean afectados. La finalidad de esta Notificación de Acuerdo de Acción de Clase ("Notificación") es: (1) describir la Acción, (2) informarlo sobre los términos del Acuerdo y (3) informarlo sobre sus derechos y sus opciones en relación con el Acuerdo.

II. RESUMEN DE LA ACCIÓN

El 5 de enero del 2016, el exempleado William Campos ("Campos") presentó una Demanda de Acción de Clase por Daños y Cumplimiento conforme a la Ley de Procuraduría General Privada, Art. 2698 et seq. del Código Laboral de California, contra los Demandados ante la Corte Superior del Condado de Orange. El 22 de septiembre del 2016, el Demandante Campos presentó una Primera Demanda Modificada por Daños y Cumplimiento conforme a la Ley de Procuraduría General Privada, Art. 2698 et seq. del Código Laboral de California, que, entre otras cosas, añadió a la exempleada Juanita Hernandez como demandante principal a la Acción (conjuntamente, los Demandantes Campos y Hernandez se denominan en el presente "Demandantes"). El 2 de diciembre del 2016, los Demandantes presentaron una Segunda Demanda Modificada por Daños y Cumplimiento conforme a la Ley de Procuraduría General Privada, Art. 2698 et seq. del Código Laboral de California ("Demanda Vigente").

Los Demandantes alegan que los Demandados no pagaron adecuadamente los salarios mínimos y por horas extra, no proporcionaron períodos de comida en cumplimiento ni pagaron primas por períodos de comidas, no proporcionaron períodos de descanso ni pagaron primas por períodos de descanso, no reembolsaron los gastos comerciales necesarios, no pagaron los salarios en forma oportuna e incurrieron en otras prácticas relacionadas que dan lugar a sanciones por mora intencional en el pago de los montos debidos después de la desvinculación, no proporcionaron talones de cheque precisos y detallados, no mantuvieron los registros de pago requeridos y, por lo tanto, incurrieron en prácticas comerciales desleales y conductas que dan lugar a sanciones civiles en virtud de la Ley de Procuraduría General Privada de California de 2004, Art. 2698 et seq. del Código Laboral de California ("PAGA"), con respecto a los Demandantes y todos los demás empleados y exempleados pagos por hora o no exentos que hayan trabajado para los Demandados dentro del estado de California en cualquier momento durante el período comprendido entre el 5 de enero del 2012 y la sentencia definitiva.

Los Demandados niegan todas las acusaciones de los Demandantes y niegan específicamente haber violado la ley en forma alguna según lo descrito en el juicio. Nada en esta Notificación o en el Acuerdo mismo, ni en ninguna acción para llevar a cabo los términos del Acuerdo significa que los Demandados admiten alguna falta, culpa, negligencia, acto ilícito o responsabilidad. No se ha determinado que los Demandados hayan cometido algún acto ilícito. Los Demandados desean llegar a un acuerdo para evitar los costos, el tiempo y las interrupciones que causaría un litigio. Los Demandantes y los Demandados participaron en una mediación ante un mediador experimentado sobre salarios y horas laborales, que resultó en un acuerdo de la Acción, y las partes firmaron la Estipulación Conjunta de Acción de Clase, Acuerdo en virtud de la PAGA y Exoneración, así como la Modificación N.º 1 a la Estipulación Conjunta de Acción de Clase, Acuerdo en virtud de la PAGA y Exoneración y la Modificación N.º 2 a la Estipulación Conjunta de Acción de Clase, Acuerdo en virtud de la PAGA y Exoneración ("Acuerdo").

La Corte otorgó la homologación preliminar del Acuerdo el 16 de noviembre del 2018 en nombre de la siguiente Clase:

Todos los empleados y exempleados pagos por hora o no exentos que hayan trabajado para los Demandados en el estado de California en cualquier momento durante el período comprendido entre el 5 de enero del 2012 y el 16 de marzo del 2018 ("Clase" o "Miembros de la Clase").

En ese momento, la Corte también aprobó preliminarmente a los Demandantes William Campos y Juanita Hernandez para que se desempeñasen como representantes de la Clase ("Representantes de la Clase"), y a Edwin Aiwazian, Arby Aiwazian y Joanna Ghosh de *Lawyers for Justice, PC* para que actuasen como abogados de la Clase ("Abogados de la Clase").

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 Arden Avenue, Suite 203
Glendale, California 91203
Teléfono: (818) 265-1020 Fax: (818) 265-1021

III. RESUMEN DE LOS TÉRMINOS DEL ACUERDO

Importe Máximo del Acuerdo. Como parte del Acuerdo, los Demandados acordaron pagar el monto de \$750,000 (el "Importe Máximo del Acuerdo") para resolver completamente la Acción de conformidad con los términos del Acuerdo. El "Importe Neto del Acuerdo" se refiere al monto que estará disponible para su distribución a los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna ("Miembros de la Clase del Acuerdo"). El Importe Neto del Acuerdo es el Importe Máximo del Acuerdo, menos los siguientes montos, sujeto a la aprobación de la Corte:

- Costos de administración del Acuerdo. Pago al Administrador del Acuerdo, por un monto que no excederá los \$12,000, por los gastos y costos de notificación a los Miembros de la Clase del Acuerdo, el procesamiento de las Solicitudes de Exclusión (según se describe en el apartado V de esta Notificación), el cálculo de las partes proporcionales del Importe Neto del Acuerdo correspondientes a los Miembros de la Clase y la distribución de los pagos conforme al Acuerdo, entre otras tareas.
- Honorarios de abogados y costos y gastos de litigación. Pago por un monto que no excederá los \$262,500 (que es el 35% del Importe Máximo del Acuerdo) por los honorarios de abogados de los Abogados de la Clase, como compensación por el trabajo que los Abogados de la Clase han realizado y continuarán realizando en esta Acción hasta la finalización del Acuerdo. Los Abogados de la Clase también solicitan el reembolso de sus costos y gastos de litigación efectivamente incurridos en la Acción, por un monto que no excederá los \$50,000. El Abogado de la Clase ha estado llevando adelante la Acción en nombre de los Demandantes y la Clase sobre la base de honorarios de contingencia (es decir, sin haber recibido a la fecha ningún monto de dinero) y han estado pagando todos los costos y gastos de litigación.
- Aumento en el pago por los servicios prestados. Aumento en el pago por los servicios prestados por un monto que no excederá los \$8,000 para el Demandante William Campos y por un monto que no excederá los \$7,000 para la Demandante Juanita Hernandez (que suman en total \$15,000), para compensarlos por los servicios prestados en nombre de la Clase al iniciar y tramitar la Acción. El aumento en el pago por los servicios prestados será adicional a cualquier otro pago al que pudieran tener derecho los Demandantes como Miembros de la Clase del Acuerdo.
- Pago en virtud de la LWDA. En virtud del Acuerdo, \$30,000 se han designado como sanciones conforme a la Ley de Procuraduría General Privada ("Pago en virtud de la PAGA"). Tal como lo exige la ley, el 75% del Pago en virtud de la PAGA (es decir, \$22,500) se pagará a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("Pago en virtud de la LWDA"), y el 25% restante del Pago en virtud de la PAGA (es decir, \$7,500) seguirá siendo parte del Importe Neto del Acuerdo que se distribuirá a los Miembros de la Clase del Acuerdo en forma proporcional.

Cálculo de las Partes Individuales del Acuerdo. Los Miembros de la Clase del Acuerdo tendrán derecho a recibir una parte proporcional del Importe Neto del Acuerdo ("Parte Individual del Acuerdo"). Cada Parte Individual del Acuerdo de cada Miembro de la Clase del Acuerdo se calculará en función de la cantidad de semanas que cada Miembro de la Clase del Acuerdo haya trabajado para cualquiera de los Demandados en un puesto pago por hora o no exento en California del 5 de enero del 2012 al 16 de marzo del 2018 ("Semanas de Trabajo"), en relación con la cantidad total de Semanas de Trabajo de todos los Miembros de la Clase del Acuerdo. El Administrador del Acuerdo ha calculado la cantidad total de Semanas de Trabajo trabajadas por cada Miembro de la Clase en función de los registros de los Demandados, utilizando las fechas de inicio y finalización individuales de empleo de cada Miembro de la Clase para cualquiera de los Demandados en un puesto pago por hora o no exento en California, con exclusión de cualquier período durante el cual el Miembro de la Clase haya estado en licencia, empleado por los Demandados fuera de California o clasificado por los Demandados como un empleado exento. El

cálculo de sus Semanas de Trabajo se refleja a continuación en el apartado IV. Para calcular la Parte Individual del Acuerdo de un Miembro de la Clase del Acuerdo, el Importe Neto del Acuerdo se dividirá por la cantidad total de Semanas de Trabajo trabajadas por todos los Miembros de la Clase del Acuerdo para llegar al valor de cada Semana de Trabajo ("Tarifa Semanal"), y las Semanas de Trabajo individuales de cada miembro de la Clase del Acuerdo se multiplicarán por la Tarifa Semanal para obtener su Parte Individual del Acuerdo.

Asuntos impositivos. Cada Parte Individual del Acuerdo se asigna de la siguiente manera a los fines de las retenciones impositivas: un treinta y tres por ciento (33%) como salarios y un sesenta y siete por ciento (67%) como intereses y sanciones. La parte de salarios de cada Parte Individual del Acuerdo se informará en un Formulario W-2 del IRS. Los Miembros de la Clase del Acuerdo recibirán el pago de su respectiva Parte Individual del Acuerdo sujeto a reducción por la parte que le corresponde al empleado de los impuestos y las retenciones con respecto a la parte designada como salarios de su Parte Individual del Acuerdo, que el Administrador del Acuerdo es responsable de remitir e informar a las autoridades fiscales. Los Demandados serán responsables del pago de la parte que le corresponde al empleador de los aportes e impuestos a la nómina de pago con respecto a la parte designada como salarios de las Partes Individuales del Acuerdo. Las partes de la Parte Individual del Acuerdo que se asignan a intereses y sanciones se pagarán sin reducción por impuestos o retenciones, y esas partes que no se consideran salarios se informarán en un Formulario 1099 del IRS. Los Miembros de la Clase del Acuerdo serán exclusivamente responsables de toda responsabilidad fiscal por pagos que les sean realizados en virtud del Acuerdo. Es posible que los Miembros de la Clase del Acuerdo deseen hablar con sus asesores impositivos sobre las consecuencias impositivas de los pagos que reciben conforme al Acuerdo.

Exoneraciones. Excepto los derechos creados por el Acuerdo, ante la Fecha de Entrada en Vigencia, todos los Miembros de la Clase que no hayan presentado una Solicitud de Exclusión válida y oportuna (es decir, los Miembros de la Clase del Acuerdo) exonerarán completamente a las Partes Exoneradas de todos los Reclamos Exonerados, y prometen no demandar a las Partes Exoneradas por dichos reclamos.

"Partes Exoneradas" significa: Los Demandados y cada uno de sus controlantes, subsidiarias, accionistas, prestamistas, funcionarios, socios, directores, empleados, aseguradoras, predecesores, contadores, abogados, administradores del plan, herederos, fideicomisarios, sucesores y cesionarios pasados, presentes y futuros, y todos y cada uno de sus respectivos accionistas, prestamistas, funcionarios, socios, directores, empleados, aseguradores, predecesores, contadores, abogados, administradores del plan, herederos, fideicomisarios, sucesores y cesionarios pasados, presentes y futuros, y todas las personas que actúan bajo cualquiera de ellos, por ellos, mediante ellos o en conjunto con cualquiera de ellos.

"Reclamos Exonerados" significa: todos los reclamos individuales, de clase o de representación, acciones, disputas, deudas, responsabilidades, demandas, obligaciones, garantías, costos, gastos, honorarios de abogados, sanciones, daños y perjuicios (lo que incluye, entre otros, daños liquidados, daños ejemplares y daños punitivos), restitución, reparaciones disponibles en el sistema del *Equity*, medidas judiciales de carácter restrictivo, prohibitivo o compulsivo, o causas de acción o sanciones, de cualquier naturaleza, conocidos o desconocidos, que fueron alegados o que podrían haber sido alegados sobre la base de los alegatos fácticos en la Demanda Vigente, que surjan durante el Periodo de la Clase, que los Miembros de la Clase del Acuerdo hayan tenido o podrían afirmar tener en adelante, contra las Partes Exoneradas, o cualquiera de ellas, lo que incluye, entre otros: (a) reclamos por violación del Código Laboral de California y las Órdenes Salariales aplicables promulgadas por la Comisión de Bienestar Industrial de California, por no haber pagado un salario mínimo, no haber pagado salarios por horas extra u otra paga adicional, no haber brindado los periodos de comida obligatorios, no haber brindado los periodos de descanso obligatorios, no haber brindado los talones de cheque obligatorios, no haber reembolsado por gastos comerciales necesarios; (b) reclamos por prácticas comerciales desleales, ilegales y fraudulentas conforme al Código de Negocios y Profesiones de California, artículos 17200 et seq. o cualquier otra ley de competencia desleal; (c) reclamos relacionados o derivados por sanciones, lo que incluye, entre otros, sanciones por talones de cheque o cualquier otra sanción estipulada en el Código Laboral de California o las Órdenes Salariales; (d) todas las violaciones de la Ley de Procuraduría General Privada de 2004 (lo que incluye, entre otros, todos los reclamos que surjan en virtud de los artículos 2698, 2699 y 2699.3 del Código Laboral de California), y (e) cualquier reclamo adicional por sanciones, daños y perjuicios o salarios predicados sobre lo anterior.

Condiciones del Acuerdo. Este Acuerdo depende de que la Corte emita una orden en la Audiencia de Homologación Definitiva, o después de ella, que otorgue la homologación definitiva del Acuerdo.

IV. RECEPCIÓN DE UN PAGO EN VIRTUD DEL ACUERDO

Si no hace nada, se considerará que usted es un Miembro de la Clase del Acuerdo, recibirá un pago del Acuerdo, y exonerará a las Partes Exoneradas de todos los Reclamos Exonerados, según se describe en el presente.

Sobre la base de los registros de los Demandados, que se asumirá que son correctos a menos que usted presente evidencia al contrario, en tiempo y forma, al Administrador del Acuerdo, su cálculo de Semanas de Trabajo es el siguiente:

Su fecha de inicio de empleo:	«MERGED_StartDate»
Su última fecha de empleo:	«MERGED_EndDate»
Bajo el Acuerdo, usted solo sera acreditado por semanas que fue empleado de al menos uno de los Demandados en un puesto por hora o no exento en California durante el periodo de tiempo del 5 de enero del 2012 y el 16 de marzo del 2018, y el tiempo empleado antes del 5 de enero de 2012 y despues del 16 de marzo del 2018 es excluido.	
Sus Semanas de Trabajo:	«MERGED_WW_CALC»

Está acreditado que usted fue empleado de al menos uno de los Demandados en un puesto por hora o no exento en California durante el periodo de tiempo que comienza el 5 de enero del 2012 y finaliza el 16 de marzo del 2018 durante «MERGED_WW_CALC» Semanas de Trabajo y se estima que su Parte Individual Bruta del Acuerdo es de \$«MERGED_EstSettAmnt_CALC».

Si desea oponerse al número de Semanas de Trabajo que se le atribuye arriba, entonces debe enviarle una impugnación escrita, junto con documentos respaldatorios, si es que los hubiere, al Administrador del Acuerdo a la siguiente dirección, con sello postal del 2 de marzo del 2019, o fecha anterior.

Motive Energy Settlement
c/o Administrator
P.O. Box 26170
Santa Ana, CA 92799
Teléfono: (888) 654-1271

Para que sea válida, su impugnación debe contener: (1) su nombre completo, dirección, firma, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social; (2) el nombre del caso y el número de esta Acción (el nombre del caso es *Campos, et al. v Motive Energy, Inc., et al.*, y el Número de Caso es 30-2016-00828352-CU-OE-CXC); (3) una declaración clara que indique que usted impugna el número de Semanas de Trabajo que le fue acreditado; y (4) hechos que respalden su impugnación, junto con documentos de respaldo.

Para garantizar el recibo de su pago, usted es responsable de asegurarse de mantener al Administrador del Acuerdo informado sobre su dirección de correo actual, y puede hacerlo contactando al Administrador del Acuerdo a la dirección anterior o al número de teléfono que figura al pie de la página.

V. DERECHO A SOLICITAR UNA EXCLUSIÓN DEL ACUERDO

Si no desea participar en el Acuerdo, debe excluirse del Acuerdo o “no participar” completando y enviando en tiempo y forma el Formulario de Exclusión que se le proporciona junto con esta Notificación (“Solicitud de Exclusión”). Si se excluye, no recibirá ningún dinero del Acuerdo, y no estará obligado por sus términos. Para excluirse, debe completar el Formulario de Exclusión en su totalidad y enviárselo al Administrador del Acuerdo por correo a la dirección que figura en la Sección IV anterior, con sello postal del 2 de marzo del 2019, o fecha anterior. Para que sea válido, el Formulario de Exclusión debe contener su nombre completo, dirección, firma y los últimos cuatro dígitos de su número de Seguro Social, y usted también debe colocar una tilde al lado de la declaración pre-impresa que indica que usted desea que se lo excluya del Acuerdo. Los Formularios de Exclusión que no incluyan toda la información requerida o que tengan un sello postal posterior al 2 de marzo del 2019 serán rechazados. Los Miembros de la Clase que no envíen una Solicitud de Exclusión válida y oportuna (es decir, que no envíen un Formulario de Exclusión válido y oportuno) quedarán vinculados por el Acuerdo y la exoneración de los Reclamos Exonerados descritos anteriormente.

VI. DERECHO A PARA Oponerse AL ACUERDO

Los Miembros de la Clase que no hayan enviado una Solicitud de Exclusión válida y oportuna (es decir, los Miembros de la Clase del Acuerdo) y que crean que el Acuerdo no debe recibir homologación definitiva de la Corte por cualquier razón, pueden oponerse al Acuerdo. Las oposiciones deben realizarse por escrito y enviarse o entregarse en mano al Administrador del Acuerdo en la dirección indicada anteriormente en la Sección IV, con sello postal del 2 de marzo del 2019, o fecha anterior. Para que sea válida, la oposición debe contener: (1) el nombre completo, la dirección, el número de teléfono, la firma y los últimos cuatro dígitos del número del Seguro Social de la persona que se opone; (2) el nombre del caso y el número de esta Acción (el nombre del caso es *Campos, et al. v Motive Energy, Inc., et al.*, y el Número de Caso es 30-2016-00828352-CU-OE-CXC); (3) una declaración clara que indique que la persona que se opone desea oponerse al Acuerdo y las razones por las que se opone; (4) identificación del nombre y la dirección del abogado de la persona que se opone, si es que la representa un abogado; y (5) una declaración que indique si la persona que se opone tiene o no intención de comparecer en la Audiencia de Homologación Definitiva. Para oponerse al Acuerdo, los Miembros de la Clase deben continuar siendo miembros de la Clase del Acuerdo, y si la Corte aprueba al Acuerdo, los Miembros de la Clase del Acuerdo que se oponen quedarán sujetos a los términos del Acuerdo de la misma manera que los Miembros de la Clase del Acuerdo que no se oponen.

VII. AUDIENCIA SOBRE EL ACUERDO ("AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA")

La Audiencia de Homologación Definitiva sobre la idoneidad, calidad de razonable y calidad de justo del Acuerdo se realizará el 15 de marzo del 2019 a las 9:00 a.m., en el Departamento CX104 en la Corte Superior de California para el Condado de Orange, ubicada en 751 West Santa Ana Boulevard, Santa Ana, California 92701. La Audiencia de Homologación Definitiva podrá ser continuada sin brindar ninguna otra notificación. **No es necesario que asista a la Audiencia de Homologación Definitiva**, aunque todos los Miembros de la Clase del Acuerdo son bienvenidos a asistir a su propio cargo. Cualquier Miembro de la Clase también puede contratar a un representante legal a su propio cargo.

VIII. INFORMACIÓN ADICIONAL

La presente Notificación es únicamente un resumen de la Causa y el Acuerdo. Los Miembros de la Clase deben comunicarse con el Administrador del Acuerdo si tienen alguna pregunta o inquietud son respecto al Acuerdo.

Motive Energy Settlement
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También puede consultar los escritos iniciales de la demanda y otros documentos presentados en la Acción, los cuales se pueden ver en la Secretaría de la División Civil Compleja de la Corte Superior del Condado de Orange, ubicada en 751 West Santa Ana Boulevard, Santa Ana, California 92701, durante el horario de atención normal de cada día judicial. Además, puede descargar algunos documentos selectos del sitio web de la Corte Superior del Condado de Orange (<https://www.occourts.org/online-services/case-access/>) haciendo clic en la opción "Civil Case & Document Access", por una tarifa.

También puede comunicarse con el Abogado de la Clase: Edwin Aiwazian, Esq., Lawyers for Justice, PC, 410 Arden Avenue, Suite 203, Glendale, California, 91203, Teléfono: (818) 265-1020, Fax: (818) 265-1021.

POR FAVOR, NO CONTACTE A MOTIVE ENERGY, INC., MOTIVE ENERGY TELECOMMUNICATIONS, INC., O A ADVANCED CHARGING TECHNOLOGIES, INC., NI A SU DEPARTAMENTO DE RECURSOS HUMANOS CON RESPECTO A ESTA NOTIFICACIÓN.

ADEMÁS, POR FAVOR, NO SE COMUNIQUE CON EL SECRETARIO DE LA CORTE NI CON EL JUEZ PARA REALIZAR PREGUNTAS.

TODAS LAS PREGUNTAS DEBEN DIRIGIRSE AL ADMINISTRADOR DEL ACUERDO.

OPT OUT FORM

William Campos, et al. v. Motive Energy, Inc., et al.
Superior Court of California for the County of Orange
Case No. 30-2016-00828352-CU-OE-CXC

In order to request exclusion from the Settlement, you must complete, sign, and mail this form by U.S. mail or equivalent, postmarked no later than March 2, 2019, to the Settlement Administrator at the following address:

Motive Energy Settlement
c/o Administrator
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 654-1271

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

Do not submit this form if you intend to participate in the Settlement and receive payment under the Settlement.

IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT, YOU WILL NOT BE ENTITLED TO ANY MONETARY PAYMENT UNDER THE SETTLEMENT AND YOU WILL NOT BE ALLOWED TO MAKE AN OBJECTION TO THE SETTLEMENT. For more information regarding the consequences of seeking exclusion from the Settlement, see the accompanying Notice of Class Action Settlement.

IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT, PLEASE COMPLETE THE FOLLOWING SECTION:

Full Name: _____

Address: _____

Last four digits of your Social Security No.:

--	--	--	--

Telephone Number: (____) _____ - _____

Please check-mark the following box to elect the statement indicating your intent to seek exclusion from the Settlement:

☐

I wish to be excluded from the Settlement in *William Campos, et al. v. Motive Energy, Inc., et al.* I understand that in asking to be excluded from the Settlement, I will not receive any payment from the Settlement, if the Settlement is approved by the Court in this case.

I declare under penalty of perjury under the laws of the United States and the State of California that the information I have provided on this Opt Out Form is true and correct.

Signature: _____

Date: _____

FORMULARIO DE EXCLUSIÓN

William Campos, et al. v. Motive Energy, Inc., et al.
Corte Superior de California para el Condado de Orange
Caso No. 30-2016-00828352-CU-OE-CXC

Para solicitar su exclusión del Acuerdo, debe completar, firmar y enviarle este formulario por correo de Estados Unidos o equivalente, con sello postal del 2 de marzo del 2019, al Administrador del Acuerdo, a la siguiente dirección:

Motive Energy Settlement
c/o Administrator
P.O. Box 26170
Santa Ana, CA 92799
Teléfono: (888) 654-1271

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

No envíe este formulario si tiene la intención de participar en el Acuerdo y recibir un pago conforme al Acuerdo.

SI SE EXCLUYE DEL ACUERDO, NO TENDRÁ DERECHO A RECIBIR NINGÚN PAGO MONETARIO CONFORME AL ACUERDO, Y NO SE LE PERMITIRÁ OPONERSE AL ACUERDO. Para más información sobre las consecuencias de solicitar su exclusión del Acuerdo, consultar la Notificación de Acuerdo de Acción de Clase que acompaña este formulario.

SI DESEA EXCLUIRSE DEL ACUERDO, COMPLETE LA SIGUIENTE SECCIÓN:

Nombre completo: _____

Dirección: _____

Últimos cuatro dígitos de su número de Seguro Social:

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Número de teléfono: (_____) _____ - _____

Marque con una tilde el siguiente casillero para elegir la afirmación que indique su intención de excluirse del Acuerdo:

☐

Deseo excluirme del Acuerdo en *William Campos, et al. v. Motive Energy, Inc., et al.* Entiendo que al solicitar mi exclusión del Acuerdo, no recibiré ningún pago del Acuerdo si la Corte en este caso homologa el Acuerdo.

Declaro bajo pena de perjurio conforme a las leyes de los Estados Unidos y el Estado de California que la información que he proporcionado en este Formulario de Exclusión es verdadera y correcta.

Firma: _____

Fecha: _____

EXHIBIT B



Class Action Settlement Administration

800-779-2104 • www.simpluris.com
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

Estimate #:	8576V2	Prepared By:	Michael Sutherland
Estimate Date:	5/10/2018	Direct Dial #:	321-223-5067
Expiration Date:	8/8/2018	Email:	msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: Joanna Ghosh
Firm: Lawyers for Justice
Email:

Defense Attorney
Attorney/Client:
Firm:

Case Name: Campos, et al. v. Motive Energy: All In Settlement

Anticipated Total Cost:	\$10,090.00
Discount Given	\$943.00
Estimated Fees*	\$9,147

Notes:

1) Estimated administration fees assume that Simpluris will receive the data in a single Excel file with no substantial changes to class size or response rate.

Total Possible Class Size:	550	Undeliverable Rate:	20%
Response Rate:	2%	Call Rate:	20%
Length of Response Period:	45-60	Fund Distribution:	Simpluris
Mailing Document Language:	English/Spanish	Redistribution:	None
Reminder Postcard:	No	State Wage Reporting:	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$75.00	6	\$450.00
Translation*	\$0.34	1500	\$510.00
Database Manager - Initial Data Analysis	\$125.00	6	\$750.00
		Total	\$1,710.00

Notification

Mailing Notice Pack: 12 Pg Notice, merged data - Printed Double Sided - English/Spanish			
Category	Unit Value	# of Units	Total
Mailing Notice Pack	\$1.25	550	\$687.50
Postage	\$0.42	550	\$231.00
NCOA	\$125.00	1	\$125.00
Undeliverable Processing	\$0.50	110	\$55.00
Skip Tracing	\$2.00	110	\$220.00
Re-mail Notice Pack	\$1.25	94	\$118.88
Re-mail Postage	\$0.48	94	\$44.88
Clerical	\$50.00	2	\$100.00
		Total	\$1,580.26

Call Center

Establish Case Specific Toll Free Number for Live Call Center Support - English/Spanish			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	6	\$225.00
		Total	\$225.00



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Claims Administration

Process Mailed in Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Dispute/Deficient Responses - One Cure Letter	\$2.50	11	\$27.50
Opt Out Processing	\$2.50	11	\$27.50
SSN Verification	\$75.00	2	\$150.00
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Declaration	\$300.00	1	\$300.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$805.00

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members - W-2/1099's - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation Mailing Note Pad

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	3	\$375.00
Disbursement Manager - Data Validation	\$75.00	2	\$150.00
Setup Banking Account/QSF	\$75.00	4	\$300.00
Print & Mail-Checks/1099s/W2	\$2.00	550	\$1,100.00
Check Postage	\$0.42	550	\$231.00
Process Returned Checks	\$0.50	28	\$13.75
Skip Trace Undeliverable Checks	\$5.00	28	\$137.50
Remail Checks	\$5.00	28	\$137.50
QSF Account Reconciliation	\$350.00	1	\$350.00
Individual State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee	\$750.00	1	\$750.00
Reissuing Checks	\$5.00	15	\$75.00
Reissuing 1099/W-2's	\$5.00	15	\$75.00
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Disbursement Manager	\$125.00	4	\$500.00
Total			\$5,269.75



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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$75.00	2	\$150.00
Total			\$500.00

Total Case Costs

\$10,090.01

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

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying or venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 - Rights in Data, and Section 12 - Jurisdiction, 14 - Confidentiality, and Section 15 - Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel; however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning