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

PORFIRIA YOCUPICIO, individually,
and on behalf of all other similarly
situated,

Plaintiff,

vs.

PAE GROUP, LLC, a limited liability
company; ARCH RESOURCES GROUP
LLC, a limited liability company;
PACIFIC PEARL HOTEL
MANAGEMENT - SAN DIEGO, LLC, a
limited liability company; PACIFIC
PEARL HOTELS, LLC, a limited
liability company; and DOES 3 through
10, inclusive,

Defendants

CASE NO. BC548550
[Assigned for all purposes to the Hon. Elihu
M. Berle, Dept. 6]

CLASS ACTION

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

Hearing:

Date: December 3, 2018

Time: 11:00 a.m.

Dept.: 6

1 I, Elizabeth Kruckenberg, declare as follows:

2 1. I am the Director of Case Management at Phoenix Settlement Administrators (PSA),
3 the Court-appointed Class Action Settlement Administrator for *Yocupicio v. PAE Group,*
4 *LLC/ARCH Resources Group, LLC et al.* I have personal knowledge of the facts stated herein and,
5 if called upon to testify, I could and would testify competently to such facts.

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

16 3. On August 17, 2018, PSA received a data file from Defense Counsel that contained
17 names, last known mailing addresses, Social Security numbers, along with work weeks for each
18 Class Member during the Class Period. The final mailing list contained one hundred forty-one (141)
19 Class Members.

20 4. On September 7, 2018, PSA conducted a National Change of Address (NCOA)
21 search in an attempt to update the class list of addresses as accurately as possible. A search of this
22 database provides updated addresses for any individual who has moved in the previous four (4)
23 years and notified the U.S. Postal Service of their change of address.

24 5. On September 7, 2018, PSA mailed the notice packet via U.S. first class mail, in
25 English and Spanish to all one hundred forty-one (141) Class Members on the Class List. Per the
26 Preliminary Approval Order, the Notices were initially planned to go out on August 31st. Due to the
27
28

1 mailing documents being provided to PSA on/after August 31st, the mailing was moved to
2 September 7th. A true and correct copy of the mailed notice packet is attached hereto as **Exhibit A**.

3 6. As of the date of this declaration, forty-nine (49) Notice Packets have been returned
4 to PSA. Only one (1) was returned with a forwarding address. For the forty-eight (48) Notice
5 Packets returned from the Post Office without a forwarding address, PSA attempted to locate a
6 current mailing address using TransUnion TLOxp, one of the most comprehensive address
7 databases available for skip tracing. Of the forty-eight (48) Notice Packets that were skip traced or
8 had forwarding, thirty-nine (39) updated addresses were obtained and the Notice Packet was
9 promptly re-mailed to those Class Members via first class mail.

10 7. As of the date of this declaration, nineteen (19) Notice Packets are considered
11 undeliverable. Specifically, ten (10) Notice Packets are undeliverable since an updated address
12 could not be obtained and nine (9) are undeliverable since they were returned a second time.

13 8. PSA has received zero (0) Requests for Exclusion (*i.e.* "Opt-Out's"). The deadline
14 for Class Members to have submitted an "Opt-Out" request is November 6, 2018.

15 9. PSA has received zero (0) Objections to the Settlement. The deadline for Class
16 Members to have submitted an "Objection" to the Settlement is November 6, 2018.

17 10. The Notice Packet mailed to Class Members provided a deadline of November 6,
18 2018, rather than the October 31, 2018 as stated in the Preliminary Approval Order. The change
19 was due to the initial mailing being delayed by one (1) week as previously mentioned in paragraph
20 five (5) of this Declaration.

21 11. There are no outstanding disputes.

22 12. The Net Settlement Fund of \$41,375.00 available to pay Class Members was
23 determined by subtracting the Class Counsel attorneys' fees (\$42,875.00), Class Counsel attorneys'
24 costs (\$21,500.00), Class Representative Enhancement Award (\$5,000.00), the LWDA distribution
25 (\$3,750.00) and the Claims Administrator costs (\$8,000.00) from the Gross Settlement Fund
26 (\$122,500.00). Based upon the calculations stipulated in the Settlement, the highest individual
27 settlement payment to be paid will be approximately \$644.94, and the lowest individual settlement
28

1 payment to be paid will be approximately \$1.71, with the average individual settlement payment to
2 be paid being approximately \$293.44, without applicable taxes, withholdings, and employee
3 garnishments.

4 13. PSA's costs associated with the administration of this matter are \$8,000.00. This
5 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
6 distribution. A true and correct copy of Phoenix's Invoice is attached hereto as **Exhibit B**.

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

9 Executed this 1st day of November 2018, at Orange, California.

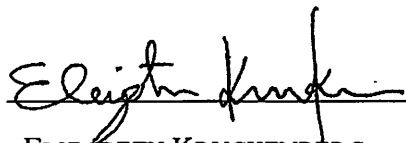
10
11 
12 ELIZABETH KRUCKENBERG

Exhibit A

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

**If You Are or Were a Non-Exempt Employee of PAE GROUP, LLC,
OR ARCH RESOURCES LLC You May Be Eligible for a Payment
from a Class Action Settlement.**

A court authorized this notice. This is not a solicitation by a lawyer.

- A proposed settlement has been reached in a class action lawsuit brought against PAE Group LLC (“PAE”) and ARCH Resources LLC (“ARCH”), which alleges that the companies failed to provide meal and rest breaks and failed to properly pay overtime wages and other related claims in violation of California law.
- PAE/ARCH denies that it did anything wrong and disputes the claims made against it. This is a settlement and is not a decision by the Court. The Court has not found that PAE/ARCH did anything wrong.
- **The approximate amount of your share under the settlement is stated in the Notice of Settlement Benefits enclosed herewith.**
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to participate in any other lawsuit against PAE and ARCH regarding the legal claims in this case.
OBJECT	Write to the Court about why you do not like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	If you have not excluded yourself from the settlement and the settlement is approved by the Court, you will automatically receive the payment to which you are entitled under the settlement and will give up your right to participate in further litigation against PAE/ARCH about the claims in this case.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made *only if* the Court approves the settlement and after appeals, if any, are resolved.

Please be patient.

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BASIC INFORMATION

1. Why did I get this notice?

A Court has authorized this notice because you have the right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the settlement. This notice explains the lawsuit, the settlement, and your legal rights.

Judge Elihu M. Berle of the Los Angeles Superior Court is overseeing this case. This litigation is known as *Yocupicio v. PAE Group, LLC/ARCH Resources Group, LLC et al.* Case No. BC548550. The person who sued is called the Plaintiff and the companies she sued, PAE/ARCH are called the Defendants.

You received this notice because PAE/ARCH's records indicate that you are a former non-exempt employee of PAE/ARCH who worked one or more eligible weeks between May 13, 2012 and October 27, 2013, at the DoubleTree by Hilton Golf Resort - San Diego, located at 14455 Penasquitos Drive, San Diego, CA 92129.

2. What is the lawsuit about?

The lawsuit alleges that PAE/ARCH failed to provide meal periods, failed to authorize and permit rest breaks and failed to properly pay overtime wages in compliance with California law. Based on those allegations, the lawsuit asserts claims for 1) "Failure To Provide Meal Periods"; 2) "Failure To Authorize and Permit Rest Breaks"; 3) "Failure to Pay Minimum Wage And Straight Time Wages"; 4) "Failure To Pay Overtime Compensation"; 5) "Failure to Pay Vested Vacation time"; 6) "Failure To Timely Pay Temporary Service Employee"; 7) "Failure to Timely Pay All Wages Upon Termination Of Employment"; 8) "Failure to Provide Accurate Itemized Wage Statements"; 9) "Unfair Business Practices"; and 10) "Representative Action Under the Private Attorneys General Act of 2004 for Civil Penalties, Labor Code §§ 2698-2699.5. PAE/ARCH denies Plaintiff's claims and contends that it complied fully with California law and properly paid all amounts owed.

The Court has not decided which side is right.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case, Porfiria Yocupicio, sued on behalf of people who have similar claims. Together, all of the people with similar claims (except those who exclude themselves) are members of a "Settlement Class" and are called "Settlement Class Members."

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost and inherent uncertainty of a trial, and the people affected will get compensation. The Class Representative and the attorneys think that the settlement is best for everyone who was injured or damaged by the practices alleged in the lawsuit.

WHO IS IN THE SETTLEMENT

If you received this Notice of the Settlement and it is addressed to you, then you are likely a Settlement Class Member. It is possible, even if you did not receive this Notice of Settlement, that you may be a Settlement Class Member, as described below.

5. How do I know if I am part of the settlement?

Everyone who fits into the following description of the “Class” and one or more of the following “Sub-Classes” is a Settlement Class Member:

Class

All employees who worked in any hourly paid job position in California and were employed by ARCH to work at the DoubleTree by Hilton Golf Resort - San Diego, located at 14455 Penasquitos Drive, San Diego, CA 92129, any time during the Class Period from June 13, 2010, until the date of preliminary approval of the Settlement by the Court.

It was determined that you fit within this description based on PAE/ARCH’s business records.

6. I’m still not sure if I am included.

If you are not sure whether you are in the Settlement Class, or have any other questions about the settlement, call the Settlement Administrator’s toll free at (800) 523-5773.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the settlement provide?

Under the settlement, PAE/ARCH has agreed to pay \$122,500.00 (the “Gross Settlement Amount”) to: (i) make payments to eligible Settlement Class Members; (ii) pay PAGA penalties to the State of California in the amount of \$5,000.00; (iii) pay all applicable employee tax withholdings; (iv) pay all employer-paid payroll taxes, including the employer FICA, FUTA and SDI contributions; (v) pay the costs of the Court-appointed Settlement Administrator, who is charged with providing notice to the Settlement Class and administering the settlement; (vi) pay any special service payments that the Court may award to the Class Representative for bringing the lawsuit; (vii) pay the attorneys’ fees and reimbursement of litigation costs that the Court may award to the attorneys who prosecuted this litigation on behalf of the Settlement Class.

Payments to each Settlement Class Member will be based on a formula that allocates the Settlement Fund *after* the payment of applicable PAGA penalties, deducting the costs of providing notice and administering the settlement, taxes, the service payment awarded to the Class Representative by the Court and the attorneys’ fees and reimbursement of costs awarded by the Court. The amount remaining after deducting these costs from the Settlement Fund is called the Net Settlement Amount.

The Settlement Administrator will allocate the Net Settlement Amount across all Participating Settlement Class Members (i.e., Settlement Class Members who have not opted-out of the settlement) based on the following distribution formula:

Each individual participating Class Member will be eligible to receive under the settlement will be calculated by dividing each participating Class Member's individual work weeks by the total workweeks of all Class Members and multiplying the resulting fraction by the Net Settlement Fund.

The Net Settlement Amount allocated to each Participating Class Member pursuant to the above formula is called the “Settlement Share.”

Thirty-three and three/tenths of a percent (33.3%) of the Settlement Share to each Participating Class Member will be allocated as wages and sixty-seven and seven tenths percent (67.7%) of the payment will be allocated as penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from the employee's wages and all other authorized and required withholdings shall be reported by W-2 forms. The

amounts paid as penalties and interest shall be subject to all authorized and required withholdings, other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 form.

8. How much will my payment be?

It is not possible to know at this point exactly how much any Settlement Class Member's payment will be, since the amount of payment will depend on factors that are not presently known, including: (i) the number of Settlement Class Members who ultimately participate in the settlement; (ii) the ultimate costs of providing notice and administering the settlement; and (iii) the amount that the Court ultimately awards as a service payment to the Class Representative and in attorneys' fees and costs.

The approximate amount of your share of the Net Settlement Amount has been calculated using the formula identified in response to Question 7 based on a 100% participation by all Settlement Class Members, an estimated cost of \$8,000.00 for providing notice and administering the settlement claims, payment of \$3,750 in PAGA penalties, a service payment of \$5,000 to Class Representative, and an award of attorney's fees of \$42,750.00 and reimbursement of litigation costs of up to \$21,5000.

The estimated amount of your share of the Net Settlement Amount, based on the above assumptions, is stated on the Notice of Settlement Benefits that is included with this Notice.

9. When will I receive my payment?

Settlement Class Members, who do not opt-out of the settlement and are entitled to a payment based on the distribution formula explained in response to Question 7, will receive their payments by check only after the Court grants final approval to the settlement and after any appeals are resolved (see "The Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

10. What I am giving up to stay in the Settlement Class?

Unless you exclude yourself from the settlement, you cannot sue PAE/ARCH, or be part of any other lawsuit against PAE/ARCH about the issues in this case. Unless you exclude yourself, all of the decisions by the Court will bind you.

HOW TO RECEIVE PAYMENT

11. How can I receive a payment?

Settlement Class Members who do not opt-out of the settlement will receive payments from the settlement automatically. They do not have to do anything in order to receive that payment. As long as you do not exclude yourself from the Settlement (*see* Question 12), the payment will be made automatically by check mailed to you at the address PAE/ARCH has on file or at such updated address as the Settlement Administrator can identify. Please contact the Settlement Administrator if you change your address.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want money from this settlement, but you want keep your right to sue (or continue to sue) PAE/ARCH about the legal issues in this case, then you must take steps to "opt out." This is called excluding yourself – or is sometimes referred to as "opting out" of the Settlement Class.

12. How do I get out of the settlement?

If you are a Settlement Class Member and do NOT wish to remain part of the Settlement Class, you may elect to exclude yourself (“opt-out”) provided that such request is made in writing and postmarked on or before **November 6, 2018**. **Do not submit a request to exclude yourself if you want to obtain compensation under the Settlement.** Persons who exclude themselves from the Settlement will not be entitled to share in the benefits of the settlement and they will not be bound by any orders or judgment rendered in this case. If you do not exclude yourself from the Settlement Class by the deadline, you will be bound by the Settlement Agreement, including the release and dismissal, and any consequences the settlement might have on your right to any legal relief not sought in this action. In making a decision whether to remain a Settlement Class Member or to exclude yourself from the Class, please carefully review this notice.

To request exclusion, you need to submit a written and signed Request for Exclusion within the Claim Deadline. The Request for Exclusion must: 1) Be signed by the Member of the Settlement Class requesting exclusion; 2) contain the name, address, telephone number and the last four digits of the Social Security number of the Member of the Settlement Class requesting exclusion; 3) clearly state that the Member of the Settlement Class does not wish to be included in the proposed settlement; 4) be returned by U.S. First Class mail to the Class Administrator at the specified address; and 5) be postmarked on or before the deadline. Your request for exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, to:

PAE/ARCH Settlement Administrator
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

Your request for exclusion must be postmarked no later than **November 6, 2018**. **If you submit a Request for Exclusion which is not postmarked by November 6, 2018, your Request for Exclusion will be rejected and you will be bound by the release and all other Settlement terms.**

If the request for exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely request for exclusion shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the settlement, and shall receive no benefits from the settlement. Any such person, at his or her own expense, may pursue any claims he or she may have against PAE/ARCH.

13. If I do not exclude myself, can I sue PAE/ARCH for the same thing later?

No. Unless you exclude yourself, you give up the right to sue PAE/ARCH for the claims the Settlement resolves. You must exclude yourself from the Settlement Class in order to try to maintain your own lawsuit.

14. If I exclude myself, can I get money from this settlement?

No. You will not get a payment if you exclude yourself from the settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has appointed the law firm of Rastegar Law Group A.P.C. to represent you and all Settlement Class Members. Together, the lawyers are called Class Counsel and can be reached at:

CLASS COUNSEL
Farzad Rastegar, Esq. Thomas S. Campbell, Esq. Rastegar Law Group, A.P.C. 22760 Hawthorne Boulevard, Suite 200 Torrance, CA 90505 Telephone: (310) 961-9600 Facsimile: (310) 961-9094

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel intend to request up to \$42,875.00 (35 percent of the Gross Settlement Amount) for attorneys' fees, plus reimbursement of the costs and expenses of up to \$21,500 for prosecuting the class action. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees to award. Class Counsel will also request that special service payment of \$5,000 be paid from the Gross Settlement Amount to the Class Representative for her service as a representative on behalf of the whole Settlement Class.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

17. How do I tell the Court that I don't like the settlement?

If you are a member of the Settlement Class, you can object to any part of the settlement, the settlement as a whole, Class Counsel's requests for fees and expenses, and/or the special service payment to the Class Representatives. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. You will not be allowed to object if you have submitted a valid and timely request for exclusion. To object to the settlement proposed by this Agreement, a Member of the Settlement Class must file with the Court and serve Plaintiff's counsel and Defendant's counsel, within the Opt-Out Period, an objection to the Agreement. An objection is a written document that is signed by a Member of the Settlement Class who has not filed an Exclusion Request and that includes (a) the objecting Member of the Settlement Class' full name, address, and telephone number, (b) a written statement of factual and legal grounds for the Objection, (c) copies of any papers, briefs, or other documents on which the Objection relies, (d) a list of all persons who will be called to testify in support of the Objection, (e) a statement whether the objector intends to appear at the hearing on Final Approval, and (f) a list of all cases in which the objector or the objector's counsel has filed objections to a class action settlement in the preceding five years.

You must mail your objection to each of the following three addresses, and your objection must be postmarked by **November 6, 2018**:

THE COURT	CLASS COUNSEL	COUNSEL FOR DEFENDANT
Clerk of the Court Department 6 Los Angeles Superior Court 312 North Spring Street, Los Angeles, California 90012	Farzad Rastegar RASTEGAR LAW GROUP, A.P.C. 22760 Hawthorne Boulevard, Suite 200 Torrance, CA 90505	Michael E. Chase, Esq. BOUTIN JONES INC. 555 Capitol Mall, Suite 1500 Sacramento, California 95814

Any member of the Settlement Class who does not make and serve his or her written objections in the manner provided above shall be deemed to have forever waived such objections and shall be foreclosed from making any objections to the settlement, by appearance or otherwise.

If you file your objections but the Court approves the settlement as proposed, you will still be eligible for settlement payment.

18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

19. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Final Approval Hearing on November 30, 2018 at 9:00 a.m., in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The hearing may be moved to a different date or time without additional notice.

At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider any request by Class Counsel for attorney's fees and expenses as well as the request for the award of payment to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the settlement. We do not know how long the decision will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your name, address, and telephone number;
- A statement that this is your “Notice of Intention to Appear” at the Final Approval Hearing for the settlement in *Yocupicio v. PAE Group, LLC/ARCH Resources Group, LLC et al.* Case No. BC548550;
- The reasons you want to be heard;
- Copies of any papers, exhibits or other evidence or information that you will present to the Court; and
- Your signature.

You must send copies of your Notice of Intention to Appear, postmarked by November 6, 2018, to all three addresses listed in Question 17. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed settlement. You also may write with questions to the Settlement Administrator at:

PAE/ARCH Settlement Administrator
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

You can also contact the Settlement Administrator by email at info@phoenixclassaction.com
or by phone at (800) 523-5773

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION

CORTE SUPERIOR DEL ESTADO DE CALIFORNIA:
PARA EL CONDADO DE LOS ANGELES

**Si usted es o fue un empleado no exento de PAE GROUP, LLC, O
ARCH RESOURCES LLC puede que sea elegible para recibir un
pago por
Acción Colectiva.**

Una corte autorizó esta notificación. Esta no es una solicitud de un abogado.

- Se ha alcanzado un acuerdo mediante un litigio de acción de clase presentado en contra de PAE Group LLC ("PAE") y ARCH Resources LLC ("ARCH"), el cual alega que las compañías no habrían proporcionado alimento y tiempos de descanso y no pagaron adecuadamente honorarios por trabajo extra y otros reclamos asociados en violación de la ley de California
- PAE/ARCH niega haber cometido un acto indebido y cuestiona las afirmaciones realizadas en su contra. El presente corresponde a un acuerdo y no a una decisión efectuada por la Corte. La Corte no ha establecido que PAE/ARCH haya cometido un acto indebido.
- **El importe aproximado del porcentaje que le corresponde en virtud del acuerdo se establece en la Notificación de Beneficios del Acuerdo adjunta.**
- Sus derechos legales se verán afectados tanto si actúa como si no lo hace. Lea cuidadosamente esta notificación.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN EL PRESENTE ACUERDO	
EXCLUIRSE	No recibirá ningún pago. Esta es la única alternativa que le permite participar de cualquier otra demanda en contra de PAE y ARCH con respecto a los reclamos legales en este proceso.
OBJETAR	Escribir a la Corte acerca de por qué no le gusta el acuerdo.
ASISTIR A UNA AUDIENCIA	Solicitar hablar ante la Corte acerca de la imparcialidad del acuerdo.
NO HACER NADA	Si no se ha excluido a sí mismo del acuerdo y este recibe la aprobación de la Corte, usted automáticamente recibirá el pago por lo que le corresponde en virtud del acuerdo y renunciará a su derecho de participar en nuevos litigios en contra de PAE/ARCH con respecto a las demandas de este proceso.

- Tales derechos y opciones, así como los plazos límites para ejercerlos, se explican en el presente aviso.
- La Corte está a cargo de este caso y aún debe decidir si aprueba el acuerdo. *Los pagos se efectuarán únicamente si la Corte falla a favor del acuerdo y se resuelven las apelaciones, en caso de presentarse alguna.*

Por favor sea paciente.

QUÉ CONTIENE ESTA NOTIFICACIÓN

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1. ¿Por qué recibí esta notificación?

Una Corte ha autorizado esta notificación debido a que usted tiene el derecho de conocer el acuerdo propuesto en esta demanda judicial colectiva y cuáles son todas sus opciones antes de que la Corte decida otorgar la aprobación final al acuerdo. La presente notificación explica la demanda, el acuerdo y sus derechos jurídicos.

Juez Elihu M. Berle del Tribunal Superior de Los Angeles está a cargo de supervisar este caso. El litigio se conoce como *Yocupicio v. PAE Group, LLC/ARCH Resources Group, LLC et al.* Caso n.º BC548550. La persona que presenta el reclamo se denomina Demandante y las compañías demandadas, PAE/ARCH figuran como los Acusados.

Usted recibió esta notificación debido a que los registros de PAE/ARCH indican que es un ex-empleado no exento de PAE/ARCH, que trabajó durante una o más semanas elegibles entre el 13 de mayo de 2012 y el 27 de octubre de 2013, en el Complejo de Golf DoubleTree by Hilton - San Diego, ubicado en 14455 Penasquitos Drive, San Diego, CA 92129.

2. ¿De qué se trata esta demanda?

La demanda afirma que PAE/ARCH no proporcionó los debidos períodos de comida, no autorizó y permitió lapsos de descanso y no incurrió en el pago adecuado de los honorarios por trabajo extra de conformidad con la ley de California. En base a las presentes acusaciones, la demanda efectúa alegatos por 1) "No designar períodos de colación"; 2) "No autorizar o permitir lapsos para descansar"; 3) "Incumplimiento de pago de salario mínimo y honorarios por tiempo regular"; 4) "No pago de compensación por horas extras"; 5) "No pago por tiempo de vacaciones conferido"; 6) "Falta de pago oportuno a empleados de servicio temporal"; 7) "No pago de todos los honorarios tras el término del vínculo contractual"; 8) "No entrega de declaraciones de salario precisas y detalladas"; 9) "Prácticas comerciales desleales"; y 10) "Demanda representativa en virtud de la Ley General de Abogados Particulares de 2004 por causas civiles, código laboral §§ 2698-2699.5.

PAE/ARCH niega las acusaciones del Demandante y sostiene haber cumplido plenamente con la ley de California y debidamente pagado todos los importes adeudados.

El Tribunal aún no ha decidido qué postura es la correcta.

3. ¿Por qué esta es una Demanda Colectiva?

En una acción colectiva, una o más personas, denominadas como Representantes del Grupo (para efectos de este caso, Porfiria Yocupicio, demandado a nombre de las personas que poseen reclamos similares. En conjunto, todos los individuos con reclamos similares (excepto aquellos que se excluyan a sí mismos) forman parte del "Trámite para la demanda colectiva" y se les denomina como "Miembros de la demanda colectiva".

4. ¿Por qué hay un acuerdo?

La Corte no decidió a favor del Demandante o del Acusado. En lugar de ello, ambas partes alcanzaron un acuerdo. De esta forma, evitan el costo y la incertidumbre inherente de un juicio, y los individuos afectados obtienen compensación. El Representante Colectivo y los abogados creen que el acuerdo es lo mejor para todos quienes resultaron perjudicados o afectados por las prácticas declaradas en la demanda.

QUIÉN PARTICIPA DEL ACUERDO

Si recibió esta Notificación de Acuerdo y la misma está dirigida a su persona, es probable que usted sea un Miembro de la Demanda Colectiva. Incluso si no recibió esta Notificación de Acuerdo, es probable que usted pueda ser un Miembro de la Demanda Colectiva, tal como se describe a continuación.

5. ¿Cómo sé si soy parte del acuerdo?

Todo aquel que se ajuste a la siguiente descripción de la "Clase" y a una o más de las siguientes "Subclases" es un Miembro de la Demanda Colectiva

Clase

Todos los empleados que trabajaron en un puesto remunerado por hora en California y fueron contratados por ARCH para trabajar en el Complejo de Golf DoubleTree by Hilton - San Diego, ubicado en 14455 Penasquitos Drive, San Diego, CA 92129, en cualquier momento durante el Período de Clase desde el 13 de junio de 2010, hasta la fecha de la aprobación preliminar del Acuerdo dictado por el Tribunal.

Se estableció que usted encaja dentro de esta descripción en base a los registros comerciales de PAE/ARCH.

6. Aún no estoy seguro si estoy incluido.

Si no está seguro respecto a su participación en el Trámite de la Demanda Colectiva, o si tiene cualquier otra pregunta relacionada al acuerdo, llame al Administrador del Acuerdo al número gratuito (800) 523-5773.

LOS BENEFICIOS DEL ACUERDO: LO QUE USTED OBTIENE

7. ¿Qué establece el acuerdo?

En virtud del acuerdo, PAE/ARCH ha convenido el pago de \$122,500.00 (el "Monto Bruto del Acuerdo") para: (i) realizar los pagos correspondientes a los Miembros de la Demanda Colectiva; (ii) pagar comisiones PAGA al Estado de California por un monto de \$5,000.00; (iii) pagar todas las retenciones impositivas aplicables de los empleados; (iv) pagar todos los impuestos salariales pagados por el empleador, incluidas las contribuciones FICA, FUTA y SDI del empleador; (v) pagar los costos del Administrador del Acuerdo designado por la Corte, quién se encarga de dar aviso sobre la Demanda Colectiva y de la gestión del acuerdo; (vi) pagar cualquier honorario por servicio especial que el Tribunal pueda conceder al Representante Colectivo por presentar la demanda; (vii) pagar los honorarios de abogados y el reembolso de los costos del litigio que la Corte pueda conferir a los abogados que procesaron el litigio en nombre del Trámite de la Demanda Colectiva.

El pago a cada uno de los Miembros de la Demanda Colectiva se basará en una fórmula que destine el Fondo del Acuerdo *luego* del pago de las sanciones PAGA, descontando los costos por notificar y administrar el acuerdo, impuestos, el pago de servicios asignados al Representante Colectivo por el Tribunal y los honorarios de abogado y reembolso de los costos conferidos por el Tribunal. El monto restante tras la deducción de tales costos del Fondo del Acuerdo se denomina Importe de Liquidación Neto.

El Administrador del Acuerdo designará el Importe de Liquidación Neto entre todos los Miembros que participen de la demanda colectiva (por ejemplo, los Miembros de la Demanda Colectiva que no se hayan excluido del acuerdo) en base a la siguiente fórmula de distribución:

Cada individuo que figure como Miembro de la Demanda será elegible para recibir pago conforme al acuerdo que será calculado dividiendo las semanas de trabajo individual de cada Miembro de la Demanda por el total de semanas de trabajo de todos los Miembros de la Demanda y multiplicando la fracción consecuente por el Fondo para el Arreglo Neto.

El Importe de Liquidación Neto designado para cada Miembro participante de la demanda colectiva en virtud de la fórmula antes descrita se denomina "Porcentaje de Liquidación".

Treinta y tres punto tres/décimos por ciento (33.3%) del Porcentaje de Liquidación para cada Miembro participante de la Demanda Colectiva se designará como salario y sesenta y siete punto siete décimos (67.7%) del pago se asignará como sanciones e intereses. Los importes pagados como salarios deberán estar sujetos a todas las retenciones impositivas que solían realizarse a partir de los honorarios de los empleados y todas las demás retenciones autorizadas y necesarias deberán informarse a través de formularios W-2. Los importes pagados como sanciones e intereses estarán sujetos a todas las retenciones autorizadas y necesarias, además de las retenciones impositivas que solían efectuarse a partir de los salarios de los empleados y deberán informarse mediante formulario 1099 del IRS.

8. ¿A cuánto ascenderá mi pago?

No es posible conocer en este punto exactamente a cuánto ascenderá el pago de cualquier Miembro del Acuerdo Conjunto, debido a que el importe del pago dependerá de factores que aún se desconocen, entre los cuales se incluye: (i) la cantidad de Miembros del Acuerdo Colectivo que participen en última instancia del acuerdo; (ii) los costos finales por notificar y gestionar el acuerdo; y (iii) el importe que la Corte confiera en definitiva como pago de servicio al Representante Colectivo y por concepto de honorarios y costos de abogado.

El monto aproximado de su porcentaje del Importe Neto de Liquidación se ha calculado utilizando la fórmula identificada en respuesta a la Pregunta 7 en base a una participación del 100% de todos los Miembros del Acuerdo Colectivo, un valor estimado de \$8,000.00 por notificar y administrar las reclamaciones de solución, el pago de \$3,750 en sanciones PAGA, un pago de servicio de \$5,000 al Representante Colectivo, y una adjudicación de honorarios de abogado de \$42,750.00 y reembolso de costos de litigio de hasta \$21,5000.

El monto aproximado de su porcentaje del Importe Neto de Liquidación, en base a los supuestos antes descritos, se declara en la Notificación de Beneficios de Solución adjunta en esta Notificación.

9. ¿Cuándo recibiré mi pago?

Los Miembros del Acuerdo Colectivo, que no se hayan excluido del convenio y no tengan derecho a recibir pago en base a la fórmula de distribución explicada en respuesta a la Pregunta 7, recibirán sus pagos mediante cheque solamente después de que el Tribunal conceda la aprobación final al acuerdo y tras resolverse cualquier apelación (ver "La Audiencia de Aprobación Final" más adelante). En caso de presentarse una apelación, la resolución de esta puede tardar un tiempo. Por favor sea paciente.

10. ¿A qué renuncio por causa de mi permanencia en el Trámite de la Demanda Colectiva?

Salvo que usted se excluya del acuerdo, no podrá demandar a PAE/ARCH, o ser parte de cualquier demanda en contra de PAE/ARCH con respecto a las cuestiones tratadas en este caso. Salvo que se excluya a sí mismo, todas las decisiones de la Corte le vincularán.

CÓMO RECIBIR EL PAGO

11. ¿Cómo puedo recibir un pago?

Los Miembros de la Demanda Colectiva que no se excluyan del acuerdo recibirán pagos a raíz del acuerdo de forma automática. No es necesario hacer algo para recibir dicho pago. Siempre y cuando no se excluya a sí mismo del Acuerdo (ver Pregunta 12), el pago se efectuará automáticamente mediante cheque enviado por correo a la

dirección que PAE/ARCH tenga de usted o al domicilio actualizado que el Administrador del Acuerdo pueda identificar. Comunique al Administrador del Acuerdo cualquier cambio de dirección.

EXCLUSIÓN DEL ACUERDO

Si no desea recibir dinero por efectos del presente acuerdo, pero desea conservar su derecho a demandar (o seguir demandando) a PAE/ARCH con respecto a las cuestiones legales en este caso, debe adoptar los pasos correspondientes para "excluirse". Esto se denomina excluirse a sí mismo, o en ocasiones se le conoce como "renunciar" a la Demanda Colectiva.

12. ¿Cómo salgo del acuerdo?

Si usted es un Miembro de la Demanda Colectiva y NO desea formar parte del Trámite de la Demanda Colectiva, usted puede optar por excluirse a sí mismo ("renunciar") siempre que dicha solicitud se realice por escrito y lleve metasellos de correo antes del **6 de noviembre de 2018. No envíe una solicitud de exclusión en caso de que desee obtener compensación en virtud del Acuerdo.** Los individuos que se excluyen a sí mismos del Acuerdo no tendrán derecho a compartir los beneficios del convenio y no estarán obligados por ninguna orden o juicio dictado en este caso. Si usted no se excluye del Acuerdo Colectivo antes del plazo límite, estará vinculado al Acuerdo de Solución, incluida la liberación y despido, y cualquier consecuencia a raíz del acuerdo sobre sus derechos a cualquier desagravio legal no requerido en esta acción. Al tomar la decisión de permanecer como Miembro de la Demanda Colectiva o de excluirse de la Acción Colectiva, revise cuidadosamente la presente notificación.

Para solicitar la exclusión usted necesita presentar una Solicitud de Exclusión escrita y firmada antes del Plazo Límite del Reclamo. La Solicitud de Exclusión debe: 1) estar firmada por el Miembro de la Demanda Colectiva que solicita la exclusión; 2) contener el nombre, dirección, número de teléfono y los últimos cuatro dígitos del número de seguridad social del Miembro de la Demanda Colectiva que solicita la exclusión; 3) especificar claramente que el Miembro de la Demanda Colectiva no desea ser parte del acuerdo propuesto; 4) ser devuelto por correo de primera clase de los Estados Unidos al Administrador de la Clase en la dirección indicada; y 5) llevar metasellos con la fecha del plazo límite o una anterior a este. Su solicitud de exclusión debe estar firmada, fechada y enviarse por correo de primera clase de los Estados Unidos, o a un equivalente, para:

Administrador del Acuerdo de PAE/ARCH
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

Su solicitud de exclusión debe llevar metasellos con una fecha no posterior al **6 de noviembre de 2018. Si usted envía una Solicitud de Exclusión que no tenga metasellos con fecha 6 de noviembre de 2018, su Solicitud de Exclusión será rechazada y usted no estará obligado por la exención y todos los demás términos del Acuerdo.**

Si la solicitud de exclusión se envía desde los Estados Unidos, esta debe enviarse a través del Servicio Postal de los Estados Unidos por Correo de Primera Clase, o un servicio equivalente. No utilice una máquina franqueadora ya que esta podría causar la ausencia de metasellos en el sobre que contenga su Solicitud de Exclusión.

Cualquier persona que envía una solicitud completa y oportuna por exclusión, tras la recepción, no será miembro de la Demanda Colectiva, tendrá prohibido participar en cualquier parte del acuerdo, y no recibirá beneficio alguno a raíz del acuerdo. Cualquier individuo, a expensas propias, puede interponer cualquier reclamo que pueda estimar conveniente en contra de PAE/ARCH.

13. Si no me excluyo a mí mismo, ¿puedo demandar a PAE/ARCH por la misma causa más adelante?

No. Salvo que se excluya a sí mismo, usted renuncia a su derecho de demandar a PAE/ARCH por los reclamos que el Acuerdo subsane. Usted debe renunciar a la Demanda Colectiva para intentar mantener su propia demanda.

14. En caso de excluirme, ¿puedo obtener dinero de este acuerdo?

No. Usted no recibirá pago alguno si se excluye del acuerdo.

LOS ABOGADOS QUE LO REPRESENTAN

15. ¿Tengo un abogado en este caso?

La Corte ha designado al despacho de abogados de Rastegar Law Group A.P.C. para representarle junto con todos los Miembros de la Demanda Colectiva. Colectivamente, se denomina a los abogados como Abogado de Clase y se les puede contactar en:

ABOGADOS DE LA CLASE
Farzad Rastegar, Lic. Thomas S. Campbell, Lic. Rastegar Law Group, A.P.C. 22760 Hawthorne Boulevard, Suite 200 Torrance, CA 90505 Teléfono: (310) 961-9600 Fax: (310) 961-9094

No se le cobrará por comunicarse con estos abogados. Si desea ser representado por su propio abogado, puede contratar uno por su propia cuenta.

16. ¿Cómo se le pagará a los abogados?

El Abogado de la Clase pretende solicitar hasta \$42,875.00 (35 por ciento del Importe de Liquidación Bruto) para honorarios de abogado, además del reembolso de costos y gastos de hasta \$21,500 por procesar la demanda colectiva. Los honorarios y gastos conferidos por el Tribunal serán pagados del Fondo del Acuerdo. La Corte decidirá el importe de las tarifas a conferir. El Abogado de la Clase también solicitará que un pago por servicio especial de \$5,000 se realice del Importe de Liquidación Bruto al Representante Colectivo por sus servicios como representante en nombre de la Demanda Colectiva total.

OBJETAR EL ACUERDO

Usted puede indicarle a la Corte que no está satisfecho con el acuerdo o parte del mismo.

17. ¿Cómo le notifico a la Corte que no me gusta el acuerdo?

Si usted es un miembro de la Demanda Colectiva, usted puede objetar a cualquier parte del acuerdo, al acuerdo en su totalidad, las solicitudes de honorarios y gastos del Abogado de Clase, y/o al pago por servicio especial a los Representantes de la Clase. Sin embargo, si la Corte rechaza su objeción usted seguirá sujeto a los términos del acuerdo. No se le permitirá realizar una objeción si usted ha enviado una solicitud válida y oportuna de exclusión. Para objetar el acuerdo propuesto en este Convenio, un Miembro de la Demanda Colectiva debe entablar un pedimento

con el Tribunal y entregárselo al abogado del Demandante y del Acusado, dentro del Período de Exclusión, para realizar una objeción al Convenio. Una objeción es un documento escrito que lleva la firma de un Miembro de la Demanda Colectiva que no ha presentado una Solicitud de Exclusión y que contiene (a) el nombre completo, dirección y número de teléfono del Miembro de la Demanda Colectiva que ha formulado una objeción, (b) una declaración por escrito de los hechos y fundamentos de derecho para formular la Objeción, (c) copias de cualquier documento, informe u otros archivos sobre los cuales se base la Objeción, (d) una lista de todos los individuos que serán llamados a testificar en apoyo de la Objeción, (e) una declaración respecto a si quien formula la objeción tiene la intención de comparecer ante la audiencia de Aprobación Final, y (f) una lista de todos los casos en los cuales la persona que formula la objeción o el abogado de quien formula la objeción ha presentado tales recursos ante un acuerdo de acción colectiva durante los cinco años anteriores.

Debe enviar su objeción por correo a cada una de las siguientes tres direcciones, y su objeción debe llevar metasellos con la fecha **31 de octubre de 2018**:

LA CORTE	ABOGADOS DE LA CLASE	ABOGADO DEL ACUSADO
Secretario Judicial Departamento 6 Corte Superior de Los Angeles 312 North Spring Street, Los Angeles, California 90012.	Farzad Rastegar RASTEGAR LAW GROUP, APC 22760 Hawthorne Boulevard, Suite 200 Torrance, CA 90505	Michael E. Chase, Lic. BOUTIN JONES INC. 555 Capitol Mall, Suite 1500 Sacramento, California 95814

Se considerará que cualquier miembro de la Demanda Colectiva que no formule o presente sus objeciones por escrito de la forma antes descrita habrá renunciado para siempre a tales objeciones y se le excluirá de realizar cualquier objeción al presente acuerdo, mediante comparecencia u otro método.

Si usted presenta sus objeciones, pero la Corte aprueba el acuerdo según fue propuesto, usted aún será elegible para recibir pago conforme al acuerdo.

18. ¿Cuál es la diferencia entre objetar y excluirse?

Objetar es tan solo informarle a la Corte que a usted no le gusta alguna parte del acuerdo. Puede objetar solo si no se excluye. Excluirse es decirle a la Corte que no desea ser parte de la Clase del Acuerdo. Si usted se excluye no tiene bases para objetar porque el caso ya no le afecta.

LA AUDIENCIA DE APROBACIÓN FINAL

La Corte celebrará una audiencia para decidir si aprueba o no el Acuerdo. Usted puede asistir y puede solicitar hablar, pero no es necesario que lo haga.

19. ¿Cuándo y dónde decidirá la Corte si aprueba o no el acuerdo?

La Corte ha programado una Audiencia de Aprobación Final para el 30 de noviembre de 2018 a las 9:00 a.m., en el Departamento 6 de la Corte Superior de Los Angeles, ubicada en 312 North Spring Street, Los Angeles, California 90012. La audiencia podría trasladarse a una fecha u hora distinta sin previo aviso.

En esta audiencia la Corte considerará si el acuerdo es justo, razonable y adecuado. La Corte también considerará cualquier solicitud por honorarios y gastos de abogado emitidas por el Abogado de Clase, así como también la solicitud por la concesión de pago al Representante de la Clase. Si hay objeciones la Corte las considerará en ese momento. Después de la audiencia, la Corte determinará si aprueba el acuerdo. No sabemos cuánto demorará esta decisión.

20. ¿Tengo que asistir a la audiencia?

No. Los Abogados de la Clase responderán a cualquier pregunta que la Corte pueda tener. Pero puede asistir a su propio costo.

21. ¿Puedo intervenir en la audiencia?

Puede solicitar permiso a la Corte para hablar en la Audiencia de Aprobación Final. Para hacerlo debe enviar una carta que indique que tiene la intención de comparecer y desea ser oído. Su Notificación de Intención de Comparecer debe incluir lo siguiente:

- Su nombre, dirección y número de teléfono;
- Una declaración respecto a que la presente corresponde a su "Notificación de Intención de Comparecer" a la Audiencia de Aprobación Final para el acuerdo en *Yocupicio v. PAE Group, LLC/ARCH Resources Group, LLC et al.* Caso n.º BC548550;
- Las razones por cuales desea ser escuchado;
- Copias de cualquier documento, pruebas u otra evidencia o información que usted presentará a la Corte; y
- Su firma.

Debe enviar copias de su Notificación de Intención de Comparecer con metasellos para la fecha 31 de octubre de 2018, a las tres direcciones enunciadas en la Pregunta 17. No tiene el derecho de hablar en la audiencia si se excluyó a sí mismo del acuerdo.

CÓMO OBTENER MÁS INFORMACIÓN

22. ¿Cómo puedo obtener más información?

Esta notificación resume el acuerdo propuesto. También puede escribir sus preguntas al Administrador del Acuerdo a:

Administrador del Acuerdo de PAE/ARCH
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

También puede contactar al Administrador del Acuerdo por correo electrónico a info@phoenixclassaction.com o por teléfono al (800) 523-5773

POR FAVOR NO LLAME POR TELÉFONO A LA CORTE PARA OBTENER INFORMACIÓN

Exhibit B



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

CASE ASSUMPTIONS

Class Members	128
Total Claims Processed	128
Subtotal Admin Only	\$8,045.00
Will Not Exceed Total	\$8,000.00

August 6, 2018

CASE: Yocupicio v. PAE Group LLC /ARCH Resources Group LLC Opt-Out

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Tom Cambell
Firm: RASTEGAR LAW GROUP, A.P.C.
Contact Number: (310) 961-9600
Email: Tom@rastegarlawgroup.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **180** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free and Email Setup*	\$127.44	1	\$127.44
Spanish Translation	\$1,250.00	1	\$1,250.00
Call Center & Long Distance	\$2.00	18	\$36.00
NCOA (USPS)	\$50.00	1	\$50.00
		Total	\$1,863.44

* Up to 120 days after disbursement

Data Merger & Scrub / Notice, Claim Form, Opt-Out Form & Postage / Reminder Postcard / Website

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	3	\$300.00
Data Merge & Duplication Scrub	\$0.15	128	\$19.20
Notice, Claim Form, Return Envelope	\$2.00	128	\$256.00
Estimated Postage (up to 2 oz.)*	\$0.69	128	\$88.32
		Total	\$663.52

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



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT 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	\$0.85	26	\$22.10
Remail Notice Packets	\$2.00	26	\$52.00
Estimated Postage	\$0.69	26	\$17.94
Programming Undeliverables	\$50.00	1	\$50.00
		Total	\$362.04

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	2	\$300.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$8.00	7	\$56.00
Case Manager	\$85.00	3	\$255.00
		Total	\$776.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$135.00	1	\$135.00
Check Run Setup & Printing	\$135.00	2	\$270.00
Mail Class Checks *	\$1.25	128	\$160.00
Estimated Postage	\$0.50	128	\$64.00
		Total	\$1,454.00

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



PHOENIX

SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	2	\$230.00
Case Associate	\$100.00	2	\$200.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	4	\$340.00
W2/1099 Setup & Printing	\$135.00	2	\$270.00
Mail W2/1099 *	\$1.50	128	\$192.00
Estimated Postage W2/1099	\$0.50	128	\$64.00
Final Reporting & Declarations	\$115.00	2	\$230.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$2,876.00

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

Estimate Total: \$8,045.00



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SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT 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 at \$10.00 per claim.

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.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA,)
3 COUNTY OF LOS ANGELES) ss

4 I am employed in the County of Los Angeles, State of California. I am over the age
5 of eighteen (18) years and not a party to the within action. My business address is 22760
Hawthorne Boulevard, Suite 200, Torrance, CA 90505.

6 On November 5, 2018, I served the following document or documents:

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

9 [X] by placing a true copy thereof enclosed in sealed envelope(s) addressed as follows:

10 **SEE SERVICE LIST**

11 [X] **BY MAIL**

12 [] I caused such envelope(s) to be deposited in the mail at Torrance, California. The
13 envelope(s) was/were mailed with postage thereon fully prepaid.

14 [X] I am "readily familiar" with the firm's practice of collection and processing
15 correspondence for mailing. It is deposited with U.S. postal service on that same day with
16 postage thereon fully prepaid at Torrance, California in the ordinary course of business. I
am aware that on motion of party served, service is invalid if postal cancellation date or
postage meter date is more than 1 day after the date of deposit for mailing in affidavit.

17 [] **BY NEXT BUSINESS DAY DELIVERY**

18 [] **BY EMAIL**

19 [] **BY PERSONAL SERVICE**

20 [X] (State) I declare under the penalty of perjury under the laws of the State of
California that the foregoing is true and correct.

21 Executed: November 5, 2018, at Torrance, California.

22 
23 Jessica T. Moreno

SERVICE LIST

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