

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
CARMINA VALDEZ

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
CARMINA VALDEZ

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

CARMINA VALDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 23STCV06358

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-1]*

**DECLARATION OF MAYRA GONZALEZ
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: June 23, 2025

Time: 10:30 a.m.

Dept: SSC-1

1 4. On April 15, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address. As a result of the NCOA
5 search, Phoenix was able to locate sixteen (16) updated addresses. Phoenix also determined there
6 were 12,801 workweeks worked during the relevant time period and thus the escalator clause was
7 not triggered.

8 5. On April 15, 2025, Phoenix mailed the Notice via U.S. first class mail, in English
9 and Spanish, to all 134 Settlement Class members on the Class List. A true and correct copy of the
10 mailed Notice is attached hereto as **Exhibit A**.

11 6. As of the date of this declaration, 0 Notices have been returned to Phoenix.

12 7. As of the date of this declaration, Phoenix has received zero (0) Requests for
13 Exclusion from Settlement Class members. The deadline to request exclusion from the Class
14 Settlement is May 30, 2025.

15 8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
16 from Settlement Class members. The deadline for objecting to the Class Settlement is May 30,
17 2025.

18 9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
19 from Settlement Class members. The deadline for submitting a dispute is May 30, 2025.

20 10. As of the date of this declaration, there are 134 Settlement Class members who have
21 not submitted timely and valid Requests for Exclusion and are therefore deemed Settlement Class
22 members, representing 100% of the Class. Settlement Class members have worked a collective total
23 of 12,801 Workweeks during the Class Period.

24 11. The Net Settlement Amount of \$82,072.38 available to pay Settlement Class
25 members was determined by subtracting the requested Class Counsel attorneys' fees (\$60,000.00),
26 and Class Counsel costs (\$15,677.62), requested Service Award to Plaintiff Carmina Valdez
27 (\$7,500.00), the payment to the LWDA for its share of civil penalties (\$7,500.00), and the requested
28 Settlement Administration Costs (\$7,250.00) from the Gross Settlement Amount (\$180,000).

Exhibit A

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

CARMINA VALDEZ, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV06358

**NOTICE OF CLASS ACTION AND
PROPOSED SETTLEMENT**

TO: All current and former non-exempt employees of Advanced Imaging Center, Inc. in California between March 22, 2019 and November 15, 2024 (the “Class Members”)

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above, pending in Los Angeles County Superior Court (the “Court”), titled *Carmina Valdez v. Advanced Imaging Center, Inc.*, Case No. 23STCV06358 (the “Action”). If the Court gives final approval to the Settlement, Defendant Advanced Imaging Center, Inc. (“Defendant”) will provide each Class Member with a payment calculated, in part, based on the number of weeks worked by each Class Member as set forth in this notice.

Here is a summary of your rights and options, which are described in more detail later in this document. If you have any questions, please contact the Settlement Administrator, Phoenix Settlement Administrators, Telephone: (800) 523-5773.

1. GENERAL INFORMATION

The Los Angeles Superior Court has preliminarily approved a settlement of the class action claims asserted by Plaintiff Carmina Valdez (“Plaintiff”) in the Action. If you worked as a non-exempt employee of Advanced Imaging Center, Inc. in California between March 22, 2019, and November 15, 2024, you are eligible to receive payment from the Settlement (“Settlement Class Member”).

If you worked as a non-exempt employee of Advanced Imaging Center, Inc. in California between March 22, 2022, and November 15, 2024, you are a PAGA Member.

2. YOUR ESTIMATED PAYMENT INFORMATION

According to Defendant’s payroll records, you are a Settlement Class Member who worked approximately «Total_Weeks» Workweeks as an employee in California during the Class Period . Only weeks worked by you during the Class Period as a non-exempt employee of Defendant may be considered compensable Workweeks under the Settlement. The Class Period is March 22, 2019, through November 15, 2024. Therefore, your estimated individual class payment is «ESA_Before_Paga».

Additionally, you worked approximately «PAGA_Pay_Periods» pay periods during the PAGA Period. The PAGA Period is March 22, 2022, through November 15, 2024. Therefore, your estimated individual payment for civil penalties is «PAGA_Amount».

Based on information currently available, we estimate your total share of the Settlement will be approximately «Est_Set_Amt». This is only an estimate. The amount you ultimately receive as part of the Settlement may increase or decrease in accordance with the terms of the Settlement and the Court’s orders.

Defendant respects your right to participate in this Settlement and will take no adverse action against you should you accept payment under the Settlement

3. BACKGROUND INFORMATION

You received this Notice because a Settlement has been reached in this Action. According to Defendant’s available records you are a member of the settlement class and may be eligible for the relief below.

In the Action, Plaintiff Carmina Valdez (“Plaintiff”) alleged that Defendant failed to pay all required minimum wages, failed to pay all required overtime wages, failure to provide all required meal periods, failed to provide all required rest breaks, failed to provide accurate wage statements, failed to pay all required wages at separation, and performed acts of unfair competition towards the Class Members, and is therefor subject to damages under the California Labor Code.

Defendant denies Plaintiff’s allegations in their entirety and contends that it paid all required minimum wages, paid all required overtime wages, provided all required meal periods, provided all required rest breaks, provided accurate wage statements, paid all required wages at separation, and did not perform any acts of unfair competition. Defendant contends that its affirmative defenses in the Action may prevent or limit Plaintiff’s class claims.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of Plaintiff’s claims in the Action.

4. WHAT IS A CLASS ACTION?

In a class action lawsuit, a “Representative Plaintiff” (here, Carmina Valdez) sues on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The person and/or company sued (here, Advanced Imaging Center, Inc.), is called the Defendant.

5. WHY IS THERE A SETTLEMENT?

In the Action, while Plaintiff has made claims against Defendant, Defendant denies that it has done anything wrong or illegal. Importantly, the Court has not decided whether Plaintiff or Defendant should win in the Action. Instead, both sides agreed to a Settlement. That way, both sides avoid the cost of a trial, and the Class Members will receive payment now, rather than years from now, if at all.

6. WHO ARE THE CLASS MEMBERS?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: “all current and former non-exempt employees of Advanced Imaging Center, Inc. in California between March 22, 2019, and November 15, 2024.” If you are still not sure whether you are included, you can contact the Settlement Administrator for help. The contact information for the Settlement Administrator is Phoenix Settlement Administrators, Telephone: (800) 523-5773.

7. WHAT DO THE CLASS MEMBERS RECEIVE UNDER THE SETTLEMENT?

Defendant has agreed to fund a settlement with a maximum value of \$180,000. This settlement amount will be used to pay the claims of the Class Members, and the following amounts requested by Plaintiff, subject to Court approval: the cost of providing notice to the Class and administering the Settlement (up to \$7,250.00); the payment to the Labor and Workforce Development Agency for penalties under the Private Attorneys General Act (\$10,000); to pay any awards by the Court for attorneys’ fees (up to \$60,000.00) and costs (up to \$20,000) to Plaintiff’s counsel; and any enhancement award the Court awards to the Representative Plaintiff (up to \$7,500). The estimated Net Settlement Amount to be used to pay the claims of Class Members is approximately \$75,250.00.

Your estimated Settlement Payment is stated on the Workweek Dispute Form included with this Notice. Your estimated payment was calculated using Defendant’s payroll and employee records. Individual Settlement Payments will be calculated and apportioned as follows:

- (a) The “Net Settlement Amount” shall be calculated by subtracting the payments to Class Counsel, the Representative Plaintiff, the Settlement Administrator, and payment of \$10,000 to the California Labor and Workforce Development Agency for penalties under PAGA, from the Maximum Settlement Amount.
- (b) The Net Settlement Amount will be divided up and paid to Participating Class Members on a pro-rata basis based on each Participating Class Member’s total number of “Individual Workweeks” divided by the aggregate Individual Workweeks of all Participating Class Members according to the following formula:
 1. A Total Value Per Workweek will be derived by dividing the Net Settlement Sum by the total number of weeks that all Class Members worked within the Class Period (*i.e.* any week in which a class member worked at least one (1) day).
 2. Each Settlement Class Member will have their respective number of workweeks multiplied by the Total Value Per Workweek to derive their respective “Individual Settlement Payment” Amount.
- (c) For tax purposes, ten percent (10%) of each Participating Class Member’s Individual Settlement Payment shall be treated as wages and will be subject to withholdings, and ninety percent (90%) will be treated as penalties and will not be subject to withholdings. Class Members’ Individual Settlement Payments shall be reported on an IRS Form W-2 and 1099 respectively.

8. HOW DO I PARTICIPATE IN THE SETTLEMENT?

If you wish to remain a Class Member and obtain any share of the Settlement to which you may be entitled, then you do not have to do anything and you will automatically receive a settlement payment in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Payment you will receive will be a full and final settlement of your Released Claims described below.

9. WHEN WILL I GET A PAYMENT?

As described in Section 17 below, the Court will hold a hearing on **June 23, 2025, at 10:30 a.m.**, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the California Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

To ensure that you receive your check, you should immediately notify the Administrator if the address this Notice was sent to is not your current mailing address.

10. WHAT IF I DISAGREE WITH DEFENDANT’S CALCULATION OF MY WORKWEEKS?

If you believe that the number of workweeks with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by **May 30, 2025**, showing that such information is inaccurate. The Settlement Administrator shall then decide the dispute between your calculation and that of Defendant. Defendant’s records will be presumed to be correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. You can submit the Dispute Form by mail to the Settlement Administrator at: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Alternatively, you may submit the Dispute Form to the Settlement Administrator via facsimile at (949) 209-2503, or e-mail at: info@phoenixclassaction.com.

11. WHO ARE THE LAWYERS FOR THE CLASS MEMBERS?

The Court has preliminarily approved Lidman Law, APC and Haines Law Group, APC (collectively, “Class Counsel”) to represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the settlement, you may contact Class Counsel by writing to them at Scott M. Lidman, Esq., Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, CA 90245; by emailing them at slidman@lidmanlaw.com, or by calling them at (424) 322-4772; or by writing to them at Paul K. Haines, Esq., Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245; by emailing them at phaines@haineslawgroup.com, or by calling them at (424) 292-2350.

Alternatively, if you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Defendant has agreed to pay Class Counsel’s costs and attorney’s fees up to \$60,000 and costs of up to \$20,000 for their services in litigating the Action, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs.

13. WILL THE REPRESENTATIVE PLAINTIFF RECEIVE ANY COMPENSATION?

In addition to any compensation the Representative Plaintiff will be entitled to receive as a Class Member, the Representative Plaintiff will request an additional enhancement award of up to \$7,500 for her services as class representative and her efforts in bringing and maintaining this action. The Court will make the final decision as to the amount to be paid to the Representative Plaintiff.

14. RELEASE OF CLAIMS

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendant. Specifically, you will release the Released Parties from any and all class action claims made, or which could have been made, based on the facts alleged in the First Amended Complaint that arose during the Class Period defined above with respect to the following claims: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay wages upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above, including all claims for costs, attorney’s fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any claims outside of the Class Period.

The Released Parties include Defendant and each of Defendant’s past, present and future parent companies, subsidiaries, affiliates, principals, and any other person, corporation, association or partnership responsible or potentially responsible for any claims made or that could have been made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

As a condition of participating in this settlement, all PAGA Members hereby release and forever discharge the Released Parties from any and all claims for PAGA penalties under PAGA made, or which could have been made, based on the facts that were stated in the operative First Amended Complaint and Plaintiff’s PAGA Notice to the LWDA, including all claims for costs, attorney’s fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any claims outside of the PAGA Period. The PAGA Members shall not have the right to opt-out of this release.

The effective date of the releases described herein shall be the date on which Defendant fully funds the settlement.

15. HOW TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

You may exclude yourself from the Class Settlement (i.e. “opt out”). If you want to be excluded, you must send a written request to the Administrator or other delivery service to the Settlement Administrator that states: (a) the case name and number of the Action, *Carmina Valdez v. Advanced Imaging Center, Inc.*, Los Angeles Superior Court Case No. 23STCV06358; (b) your full name, address, and email address or telephone number; and (c) a statement that you have received notice of the Settlement and have decided that you do not wish to participate in the Settlement. The written request must be sent to the Administrator at: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 by no later than **May 30, 2025**.

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be eligible to share in the Class Settlement, you will not be bound by the judgment entered in the Action on Plaintiff’s class action claims, and you will not be precluded from timely prosecuting any individual claim against Defendant based on the conduct complained of in the Class Action.

You cannot opt-out of the PAGA portion of the Settlement. Settlement Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

16. HOW TO OBJECT TO THE SETTLEMENT

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before the Court grants final approval. Objecting is telling the Court that you don’t like something about the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement.

You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

You may object to the Settlement in writing. To be valid, any objection must: (a) state the case name and number of the Action, *Carmina Valdez v. Advanced Imaging Center, Inc.*, Los Angeles Superior Court Case No. 23STCV06358; (b) state your full name, address, and email address or telephone number; and (c) state your objection to the settlement and the legal and/or factual arguments supporting the objection.; The written objection must be sent to the Administrator at: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 by no later than **May 30, 2025**.

The Court will hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection, regardless of whether they submitted a written objection.

You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel of your choice, you will be responsible for your attorneys' fees and costs.

If you make an objection and the Court disagrees with your objection and grants final approval of the Settlement, you will have released all Released Claims against Released Parties as described above and will receive your Individual Settlement Payment.

Additionally, a Participating Class Member can appear at (or personally retain a lawyer to appear at) the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

17. WHAT/WHERE/WHEN IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement, meaning that it has concluded that there is sufficient evidence to suggest that the Agreement is fair, reasonable, and adequate. Notwithstanding that fact, the Court will make a final determination of these issues at a Final Approval Hearing.

On **June 23, 2025, at 10:30 a.m.**, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any arguments concerning the proposed Settlement's fairness from any Class Members who have filed timely objections. The hearing will take place before the Honorable Stuart M. Rice in Department SSC-1 of the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

The hearing may be postponed to a different date, time or location without notice. You may check the Administrator's website beforehand or contact Class Counsel if you wish to verify the date and time of the Final Approval Hearing. It is not necessary for you to appear at this hearing unless you want to object to the settlement.

Notice of final judgment will be posted on the Administrator's website at: valdez-v-advanced-imaging-center.phoenixcases.com.

18. WHERE CAN I GET MORE INFORMATION ABOUT THE SETTLEMENT?

To obtain more information about the Settlement, you can contact the Settlement Administrator at [ADMINISTRATOR CONTACT INFORMATION] or visit the Los Angeles Superior Court Clerk's Office during regular business hours. Note that it is your responsibility to inform the Settlement Administrator of your updated information.

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

**EN EL TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE LOS ANGELES**

CARMINA VALDEZ, como individuo y en nombre de todos los demás en
situación similar,

Demandante,

Contra

ADVANCED IMAGING CENTER, INC., una corporación de California; y
Asociados, inclusive,

Demandados.

Caso n°: 23STCV06358

**AVISO DE DEMANDA COLECTIVA Y
PROPUESTA DE ACUERDO**

Para: Todos los empleados actuales y anteriores no exentos de Advanced Imaging Center, Inc. en California entre el 22 de marzo de 2019 y el 15 de noviembre de 2024 (los “Miembros de la Clase”)

SI USTED PERTENECE A ESTA CLASE DE PERSONAS, DEBE LEER ATENTAMENTE ESTE AVISO PORQUE AFECTARÁ A SUS DERECHOS LEGALES

Se ha propuesto un Acuerdo (“Acuerdo”) en la Demanda colectiva mencionada anteriormente, pendiente en el Tribunal Superior del Condado de Los Ángeles (el “Tribunal”), titulada *Carmina Valdez contra Advanced Imaging Center, Inc.*, Caso N.º 23STCV06358 (la “Demanda”). Si el Tribunal otorga la aprobación final al Acuerdo, el Demandado Advanced Imaging Center, Inc. (“Demandado”) proporcionará a cada Miembro de la Clase un pago calculado, en parte, en base al número de semanas trabajadas por cada Miembro de la Clase según se establece en esta notificación.

He aquí un resumen de sus derechos y opciones, que se describen con más detalle más adelante en este documento. Si tiene alguna pregunta, póngase en contacto con el administrador del Acuerdo, Phoenix Settlement Administrators, teléfono: (800) 523-5773.

1. INFORMACIÓN GENERAL

El Tribunal Superior de Los Ángeles ha aprobado preliminarmente un Acuerdo de las Demandas colectivas presentadas por la Demandante Carmina Valdez (“Demandante”) en la Demanda. Si usted trabajó como empleado no exento de Advanced Imaging Center, Inc. en California entre el 22 de marzo de 2019 y el 15 de noviembre de 2024, es elegible para recibir un pago del Acuerdo (“Miembro de la Clase del Acuerdo”).

Si usted trabajó como empleado no exento de Advanced Imaging Center, Inc. en California entre el 22 de marzo de 2022 y el 15 de noviembre de 2024, usted es miembro de PAGA.

2. INFORMACIÓN SOBRE SU PAGO ESTIMADO

De Acuerdo con los registros de nómina del Demandado, usted es un Miembro de la Clase del Acuerdo que trabajó aproximadamente «Total_Weeks» Semanas Laborales como empleado en California durante el Período de la Clase. Sólo las Semanas Laborales trabajadas por usted durante el Período de la Clase como empleado no exento del Demandado pueden considerarse Semanas Laborales compensables en virtud del Acuerdo. El Período de la Clase es del 22 de marzo de 2019 al 15 de noviembre de 2024. Por lo tanto, su Pago Individual de la Clase estimado es «ESA_Before_Paga».

Además, usted trabajó aproximadamente «PAGA_Pay_Periods» períodos de pago durante el Período PAGA. El Período PAGA va del 22 de marzo de 2022 al 15 de noviembre de 2024. Por lo tanto, su pago individual estimado por sanciones civiles es de «PAGA_Amount».

Basándonos en la información actualmente disponible, estimamos que su parte total del Acuerdo será de aproximadamente «Est_Set_Amt». Esto es sólo una estimación. La cantidad que finalmente reciba como parte del Acuerdo puede aumentar o disminuir de Acuerdo con los términos del Acuerdo y las órdenes del tribunal.

El Demandado respeta su derecho a participar en este Acuerdo y no tomará ninguna medida adversa contra usted en caso de que acepte el pago en virtud del Acuerdo.

3. INFORMACIÓN DE FONDO

Usted ha recibido este Aviso porque se ha llegado a un Acuerdo en esta Demanda. Según los registros disponibles del Demandado, usted es miembro de la Clase del Acuerdo y puede ser elegible para la reparación que se indica a continuación.

En la Demanda, la Demandante Carmina Valdez (“Demandante”) alegó que el Demandado no pagó todos los salarios mínimos requeridos, no pagó todos los salarios por horas extras requeridos, no proporcionó todos los períodos de comida requeridos, no proporcionó todos los descansos requeridos, no proporcionó declaraciones de salarios precisas, no pagó todos los salarios requeridos en la separación, y realizó actos de competencia desleal hacia los Miembros de la Clase, y por ello está sujeto a daños y perjuicios en virtud del Código Laboral de California.

El Demandado niega las alegaciones del Demandante en su totalidad y sostiene que pagó todos los salarios mínimos requeridos, pagó todos los salarios por horas extras requeridos, proporcionó todos los períodos de comida requeridos, proporcionó todos los descansos requeridos, proporcionó declaraciones salariales precisas, pagó todos los salarios requeridos en la separación y no realizó ningún acto de competencia desleal. El Demandado sostiene que sus defensas afirmativas en la Demanda pueden impedir o limitar las reclamaciones colectivas del Demandante.

La emisión de este Aviso no es una expresión de la opinión del Tribunal sobre el fondo o la falta de fondo de las reclamaciones

del Demandante en la Demanda.**4. ¿QUÉ ES UNA DEMANDA COLECTIVA?**

En una Demanda colectiva, un “Demandante Representante” (aquí, Carmina Valdez) Demanda en nombre de otras personas que supuestamente tienen reclamaciones similares. A efectos de este Acuerdo Colectivo propuesto, un tribunal resolverá las cuestiones para todos los Miembros de la Clase. La persona y/o empresa Demandada (aquí, Advanced Imaging Center, Inc.), se denomina el Demandado.

5. ¿A QUÉ SE DEBE EL ACUERDO?

En la Demanda, mientras que el Demandante ha presentado reclamaciones contra el Demandado, éste niega haber hecho nada malo o ilegal. Es importante destacar que el Tribunal no ha decidido si el Demandante o el Demandado deben ganar en la Demanda. En su lugar, ambas partes han llegado a un Acuerdo. De este modo, ambas partes evitan el coste de un juicio, y los Miembros de la Clase recibirán el pago ahora, en lugar de dentro de años, si es que lo reciben.

6. ¿QUIÉNES SON LOS MIEMBROS DE LA CLASE?

El Tribunal ha decidido que todas las personas que se ajusten a la siguiente descripción son Miembros de la Clase a los efectos del Acuerdo propuesto: “todos los empleados actuales y anteriores no exentos de Advanced Imaging Center, Inc. en California entre el 22 de marzo de 2019 y el 15 de noviembre de 2024”. Si aún no está seguro de estar incluido, puede ponerse en contacto con el Administrador del Acuerdo para obtener ayuda. La información de contacto del Administrador del Acuerdo es Phoenix Settlement Administrators, teléfono: (800) 523-5773.

7. ¿QUÉ RECIBEN LOS MIEMBROS DE LA CLASE EN VIRTUD DEL ACUERDO?

El Demandado ha aceptado financiar un Acuerdo por un valor máximo de \$180,000. Esta cantidad del Acuerdo se utilizará para pagar las reclamaciones de los miembros de la Clase, y las siguientes cantidades solicitadas por el Demandante, sujetas a la aprobación del tribunal: el coste de la notificación a la Clase y de la administración del Acuerdo (hasta \$7,250.00); el pago a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral por las sanciones en virtud de la Ley General de Abogados Privados (\$10,000); para pagar cualquier indemnización que el Tribunal otorgue por honorarios de abogados (hasta \$60,000.00) y costos (hasta \$20,000) al abogado del Demandante; y cualquier indemnización de mejora que el Tribunal otorgue al Demandante Representante (hasta \$7,500). El Monto Neto del Acuerdo estimado que se utilizará para pagar las reclamaciones de los Miembros de la Clase es de aproximadamente \$75,250.00.

Su pago estimado del Acuerdo se indica en el Formulario de Disputa de Semanas Laborales incluido con este Aviso. Su pago estimado se calculó utilizando los registros de nómina y de empleados del Demandado. Los pagos individuales del Acuerdo se calcularán y prorratearán de la siguiente manera:

- (a) El “Monto Neto del Acuerdo” se calculará restando del Monto Máximo del Acuerdo los pagos al Abogado de la Clase, al Demandante Representante, al Administrador del Acuerdo y el pago de \$10,000 a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California por concepto de sanciones conforme a PAGA.
- (b) El Importe Neto del Acuerdo se dividirá y pagará a los Miembros Participantes de la Clase de forma prorrateada en función del número total de “Semanas Laborales Individuales” de cada Miembro Participante de la Clase dividido por el total de Semanas Laborales Individuales de todos los Miembros Participantes de la Clase de Acuerdo con la siguiente fórmula:
 - 1. Se obtendrá un Valor Total por Semana Laboral dividiendo la Suma Neta del Acuerdo por el número total de semanas que todos los Miembros de la Clase trabajaron dentro del Periodo de la Clase (*es decir*, cualquier semana en la que un Miembro de la Clase trabajó al menos un (1) día).
 - 2. A cada Miembro del Acuerdo Colectivo se le multiplicará su respectivo número de Semanas Laborales por el Valor Total por Semana Laboral para derivar su respectivo Importe de “Pago Individual de la Clase”.
- (c) A efectos fiscales, el diez por ciento (10%) del Pago Individual de la Clase de cada Miembro Participante de la Clase se considerará salario y estará sujeto a retenciones, y el noventa por ciento (90%) se considerará penalización y no estará sujeto a retenciones. Los Pagos Individuales del Acuerdo Colectivo de los Miembros de la Clase se declararán en un formulario W-2 y 1099 del IRS respectivamente.

8. ¿CÓMO PUEDO PARTICIPAR EN EL ACUERDO?

Si desea seguir siendo miembro de la Clase y obtener la parte del Acuerdo a la que pueda tener derecho, no tiene que hacer nada y recibirá automáticamente por correo el pago del Acuerdo si el tribunal aprueba el Acuerdo propuesto. No está obligado a acudir al tribunal ni a pagar nada a los abogados del caso. El Pago del Acuerdo que recibirá será un Acuerdo completo y definitivo de sus Reclamaciones Exoneradas descritas a continuación.

9. ¿CUÁNDO RECIBIRÉ UN PAGO?

Como se describe en la Sección 17 más adelante, el Tribunal celebrará una vista el **23 de junio de 2025, a las 10:30 a.m.** para decidir si aprueba el Acuerdo. Si el Tribunal aprueba el Acuerdo, después puede haber apelaciones. Siempre es incierto que estas apelaciones puedan resolverse, y resolverlas puede llevar tiempo, quizá más de un año. *Le rogamos que tenga paciencia*

En el anverso de cada cheque emitido para Pagos Individuales de la Clase y Pagos PAGA Individuales aparecerá la fecha en la que vence el cheque (la fecha de anulación). Si no lo cobra antes de la fecha de caducidad, su cheque se cancelará automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Contralor de California a su nombre. Si el dinero que representa su cheque es enviado al Fondo de Propiedad No Reclamada del Interventor de California, deberá consultar las normas del Fondo para

obtener instrucciones sobre cómo recuperar su dinero.

Para asegurarse de que recibe su cheque, debe notificar inmediatamente al Administrador si la dirección a la que se envió esta Notificación no es su dirección postal actual.

10. ¿QUÉ OCURRE SI NO ESTOY DE ACUERDO CON EL CÁLCULO DE MIS SEMANAS LABORALES REALIZADO POR EL DEMANDADO?

Si cree que el número de Semanas Laborales que se le han acreditado es incorrecto, puede presentar pruebas al Administrador del Acuerdo antes del **30 de mayo de 2025**, que demuestren que dicha información es inexacta. El Administrador del Acuerdo decidirá entonces la disputa entre su cálculo y el del Demandado. Se presumirá que los registros del Demandado son correctos, pero el Administrador del Acuerdo evaluará las pruebas presentadas por usted y tomará la decisión final sobre el fondo de la disputa. Puede enviar el Formulario de Disputa por correo al Administrador del Acuerdo a: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Alternativamente, puede enviar el Formulario de disputa al Administrador del Acuerdo por fax al (949) 209-2503, o por correo electrónico a: info@phoenixclassaction.com.

11. ¿QUIÉNES SON LOS ABOGADOS DE LOS MIEMBROS DE LA CLASE?

El Tribunal ha aprobado preliminarmente a Lidman Law, APC y Haines Law Group, APC (colectivamente, “Abogados de la Clase”) para representar los intereses de todos los Miembros de la Clase. No se le cobrará por separado por estos abogados. Si tiene alguna pregunta sobre el Acuerdo, puede ponerse en contacto con los Abogados de la Clase escribiéndoles a Scott M. Lidman, Esq., Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, CA 90245; enviándoles un correo electrónico a slidman@lidmanlaw.com, o llamándoles al (424) 322-4772; o escribiéndoles a Paul K. Haines, Esq., Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245; enviándoles un correo electrónico a phaines@haineslawgroup.com, o llamándoles al (424) 292-2350.

Alternativamente, si desea ser representado por su propio abogado, puede contratar uno a sus expensas.

12. ¿CÓMO SE PAGARÁ A LOS ABOGADOS?

El Demandado ha acordado pagar los costos y honorarios de abogados de los Abogados de la Clase hasta \$60,000 y costos de hasta \$20,000 por sus servicios en el litigio de la Demanda, sujeto a la aprobación del Tribunal. A usted no se le exigirá el pago de honorarios de abogados ni de costas.

13. ¿RECIBIRÁ ALGUNA INDEMNIZACIÓN EL DEMANDANTE REPRESENTATIVO?

Además de cualquier compensación que la Demandante Representante tenga derecho a recibir como Miembro de la Clase, la Demandante Representante solicitará un premio de mejora adicional de hasta \$7,500 por sus servicios como representante de la Clase y sus esfuerzos en presentar y mantener esta Demanda. El Tribunal tomará la decisión final en cuanto a la cantidad a pagar a la Demandante Representante.

14. LIBERACIÓN DE RECLAMACIONES

Si el Tribunal aprueba el Acuerdo propuesto, a menos que usted se excluya del Acuerdo, estará liberando sus reclamaciones contra el Demandado. Específicamente, usted liberará a las Partes Exoneradas de todas y cada una de las Demandas colectivas hechas, o que podrían haberse hecho, basadas en los hechos alegados en la Primera Demanda Enmendada que surgieron durante el Período de la Demanda Colectiva definido anteriormente con respecto a las siguientes Demandas: (a) falta de pago de todos los salarios por horas extraordinarias; (b) falta de pago de todos los salarios mínimos; (c) falta de periodos de comida, o pago de primas por periodos de comida no conformes; (d) falta de autorización y permiso de periodos de descanso, o pago de primas por periodos de descanso no conformes; (e) falta de emisión de declaraciones salariales precisas y desglosadas; (f) la falta de pago puntual de los salarios tras la separación del empleo; y (g) todas las reclamaciones por prácticas comerciales desleales que pudieran haberse basado en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente, incluidas todas las reclamaciones por costes, honorarios de abogados, sanciones civiles, sanciones legales, pago de primas y daños liquidados relacionados con las mismas. Esta exoneración no se extenderá a ninguna reclamación fuera del Período de la Demanda Colectiva.

Las Partes Exoneradas incluyen a la Demandada y a cada una de las compañías matrices, subsidiarias, afiliadas, mandantes pasadas, presentes y futuras de la Demandada, y a cualquier otra persona, corporación, asociación o sociedad responsable o potencialmente responsable de cualquier reclamación hecha o que pudiera haberse hecho en la Demanda, y a los accionistas, directores, funcionarios, agentes, empleados, abogados, aseguradores, predecesores y sucesores y cesionarios pasados, presentes y futuros de cualquiera de los anteriores.

Como condición para participar en este Acuerdo, todos los Miembros de PAGA por el presente liberan y eximen para siempre a las Partes Exoneradas de todas y cada una de las reclamaciones por sanciones de PAGA conforme a PAGA realizadas, o que podrían haberse realizado, en base a los hechos que se declararon en la Primera Demanda Enmendada operativa y la Notificación de PAGA del Demandante a la LWDA, incluidas todas las reclamaciones por costos, honorarios de abogados, sanciones civiles, sanciones legales, pago de primas y daños liquidados relacionados con las mismas. Esta exoneración no se extenderá a ninguna reclamación fuera del Período PAGA. Los Miembros PAGA no tendrán el derecho de optar por excluirse de esta liberación.

La fecha efectiva de las exoneraciones aquí descritas será la fecha en la que el Demandado financie totalmente el Acuerdo.

15. CÓMO EXCLUIRSE DEL ACUERDO COLECTIVO

Puede excluirse del Acuerdo Colectivo (es decir, “optar por no participar”). Si desea ser excluido, debe enviar una solicitud por escrito al Administrador o a otro servicio de entrega al Administrador del Acuerdo que indique: (a) el nombre y el número del caso de la

Demanda, *Carmina Valdez contra Advanced Imaging Center, Inc.*, Caso N° 23STCV06358 del Tribunal Superior de Los Ángeles; (b) su nombre completo, dirección y dirección de correo electrónico o número de teléfono; y (c) una declaración de que ha recibido la notificación del Acuerdo y ha decidido que no desea participar en el mismo. La solicitud por escrito deberá enviarse al Administrador a: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 a más tardar el **30 de mayo de 2025**.

Si solicita oportunamente su exclusión de la Demanda Colectiva, será excluido de la Demanda Colectiva, no tendrá derecho a participar en el Acuerdo Colectivo, no estará obligado por la sentencia dictada en la Demanda sobre las reclamaciones de la Demanda Colectiva del Demandante, y no se le impedirá presentar oportunamente cualquier reclamación individual contra el Demandado basada en la conducta denunciada en la Demanda Colectiva.

Usted no puede optar por excluirse de la parte PAGA del Acuerdo. Los Miembros No Participantes de la Clase del Acuerdo que se excluyan del Acuerdo Colectivo (Miembros No Participantes de la Clase) seguirán siendo elegibles para los Pagos PAGA Individuales y deberán renunciar a su derecho de hacer valer reclamaciones PAGA contra el Demandado basadas en los hechos del Período PAGA alegados en la Demanda.

16. CÓMO Oponerse AL ACUERDO

Si no se excluye del Acuerdo, puede objetar los términos del mismo antes de que el Tribunal conceda la aprobación definitiva. Objetar es decirle al Tribunal que no le gusta algo del Acuerdo. Puede pedir al Tribunal que deniegue la aprobación presentando una objeción. No puede pedir al Tribunal que ordene un Acuerdo mayor; el Tribunal sólo puede aprobar o denegar el Acuerdo.

Sólo puede objetar si permanece en la Clase del Acuerdo. Excluirse es decirle al Tribunal que no quiere formar parte de la Clase del Acuerdo. Si se excluye, no tiene base para objetar porque el Acuerdo ya no le afecta.

Puede objetar al Acuerdo por escrito. Para ser válida, cualquier objeción debe (a) indicar el nombre del caso y el número de la Demanda, *Carmina Valdez contra Advanced Imaging Center, Inc.*, Caso N° 23STCV06358 del Tribunal Superior de Los Ángeles; (b) indicar su nombre completo, dirección y dirección de correo electrónico o número de teléfono ; y (c) indicar su objeción al Acuerdo y los argumentos legales y/o fácticos que respaldan la objeción; La objeción por escrito debe enviarse al Administrador a: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 a más tardar el **30 de mayo de 2025**.

El Tribunal escuchará a cualquier miembro de la Clase que asista a la Audiencia de Aprobación Definitiva y pida la palabra en relación con su objeción, independientemente de que haya presentado o no una objeción por escrito.

Puede, aunque no es necesario, presentar su objeción a través de un abogado de su elección. Si presenta su objeción a través de un abogado de su elección, usted será responsable de los honorarios y costas de sus abogados.

Si usted presenta una objeción y el Tribunal no está de Acuerdo con su objeción y concede la aprobación final del Acuerdo, usted habrá exonerado todas las Reclamaciones Exoneradas contra las Partes Exoneradas según lo descrito anteriormente y recibirá su Pago Individual del Acuerdo.

Además, un Miembro Participante de la Clase puede comparecer (o contratar personalmente a un abogado para que comparezca) en la Audiencia de Aprobación Definitiva. Usted (o su abogado) debe estar preparado para decir al Tribunal a qué se opone, por qué se opone y cualquier hecho que apoye su objeción.

17. ¿QUÉ/DÓNDE/CUÁNDO ES LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

El Tribunal ha aprobado preliminarmente el Acuerdo, lo que significa que ha concluido que existen pruebas suficientes que sugieren que el Acuerdo es justo, razonable y adecuado. A pesar de ello, el Tribunal tomará una decisión definitiva sobre estas cuestiones en una Audiencia de Aprobación Definitiva.

El 23 de junio de 2025, a las 10:30 a.m., se celebrará una audiencia sobre la equidad del Acuerdo propuesto. En la audiencia, el Tribunal estará disponible para escuchar cualquier argumento relativo a la imparcialidad del Acuerdo propuesto de cualquier Miembro de la Clase que haya presentado objeciones a tiempo. La calefacción tendrá lugar ante el Honorable Stuart M. Rice en el Departamento SSC-1 del Juzgado de Spring Street del Tribunal Superior de Los Ángeles, situado en 312 North Spring Street, Los Ángeles, CA 90012.

La audiencia puede aplazarse a otra fecha, hora o lugar sin previo aviso. Puede consultar previamente la página web del administrador o ponerse en contacto con el abogado de la Clase de Demandantes si desea verificar la fecha y hora de la Audiencia de Aprobación Definitiva. No es necesario que comparezca en esta audiencia a menos que desee oponerse al Acuerdo.

La notificación de la sentencia definitiva se publicará en el sitio web del Administrador en: valdez-v-advanced-imaging-center.phoenixcases.com.

18. ¿DÓNDE PUEDO OBTENER MÁS INFORMACIÓN SOBRE EL ACUERDO?

Para obtener más información sobre el Acuerdo, puede ponerse en contacto con el Administrador del Acuerdo en la dirección [ADMINISTRATOR CONTACT INFORMATION] o acudir a la Secretaría del Tribunal Superior de Los Ángeles durante el horario laboral habitual. Tenga en cuenta que es su responsabilidad informar al Administrador del Acuerdo de sus datos actualizados.

NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO COLECTIVO AL SECRETARIO DEL TRIBUNAL O AL JUEZ.

Exhibit B



CASE ASSUMPTIONS

Class Members	110
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	109
Subtotal Admin Only	\$7,250.00

Not-to-Exceed Total \$7,250.00

For 110 Class Members

Pricing Good for Scope of Estimate Only

July 15, 2024

Case: Carmina Valdez v. Advanced Imaging Opt-Out Administration wTranslation

Phoenix Contact: Jarrod Salinas

Contact Number: 800-523-5773

Email: Jarrod@phoenixclassaction.com

Requesting Attorney: Milan Moore

Firm: Lindman Law

Contact Number: (424) 318-1602

Email: mmoore@lidmanlaw.com

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

Estimate is based on 110 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one

spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$109.47	1	\$109.47
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$50.00	2	\$100.00
Total			\$741.47

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.50	110	\$55.00
Notice Packet & Opt-Out Form	\$2.00	110	\$220.00
Estimated Postage (up to 2 oz.)*	\$0.95	110	\$104.50
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$1,779.50

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.50	17	\$41.25
Remail Notice Packets	\$2.00	17	\$33.00
Estimated Postage	\$0.95	17	\$15.68
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$299.93

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$685.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks *	\$1.75	110	\$192.50
Estimated Postage	\$0.76	110	\$83.60
Total			\$1,271.10

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	22	\$33.00
Case Associate	\$50.00	4	\$200.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$120.00	2	\$240.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$2,473.00

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

Estimate Total: \$7,250.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

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