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SERVICES, LLC
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SANTA CLARA
11

12 SINDE TORRES and CRISTINA
13 GUERRERO, as individuals and on behalf
of all others similarly situated,

14 Plaintiffs,

15 v.

16 FIDELITY NATIONAL MANAGEMENT
SERVICES, LLC, a Delaware limited
17 liability company; and DOES 1 through 50,
inclusive,

18 Defendants.
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Case No. 23CV416377

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

Trial Date: None Set
Complaint Filed: May 23, 2023

1 4. On May 12, 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.

5 5. On May 12, 2025, Phoenix mailed the Notice via U.S. first class mail to all two
6 thousand nine hundred sixty-one (2,961) Class Members on the Class List. A true and correct copy
7 of the mailed Notice is attached hereto as **Exhibit A**.

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

9 7. As of the date of this declaration, Phoenix has received fourteen (14) Requests for
10 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
11 June 26, 2025.

12 8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
13 from Class Members. The deadline for objecting to the Class Settlement was June 26, 2025.

14 9. As of the date of this declaration, Phoenix has received two (2) disputes from Class
15 Members. The deadline for submitting a dispute was June 26, 2025. Ultimately, Defendant’s
16 Counsel confirmed two (2) disputes were for additional time worked that was not qualified for
17 inclusion in the Settlement based on the Class Member definition, the disputing Class Members
18 were notified of the outcome, and the disputes are considered resolved.

19 10. There are two thousand nine hundred forty-seven (2,947) Class Members who did
20 not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class
21 Members, representing 99.53% of the Class.

22 11. The Re-Allocation of Net Settlement Sum clause of the Settlement Agreement
23 indicates that, if the number of Overtime Settlement Sub-Class pay periods exceeds 15,200 by more
24 than 10% (*i.e.* if there are more than 16,720 pay periods included in the Overtime Settlement Class
25 Period), then the percentage of the Net Settlement Sum allocated to the Overtime Settlement Sub-
26 Class shall be increased proportionally for any increase over 16,720 pay periods. Because the total
27 number of Overtime Settlement Sub-Class pay periods was 16,072, the percentage of the Net
28 Settlement Sum allocated to the Overtime Settlement Sub-Class was not increased.

1 12. Furthermore, the Wage Statement and Sub-Class Data clause of the Settlement
2 Agreement indicates that, if the total number of pay periods with overtime wages during the Wage
3 Statement Class Period exceeds 54,985 by more than 10% (*i.e.* if there are more than 60,484 pay
4 periods with overtime wages during the Wage Statement Class Period), then the end date of the
5 Wage Statement Class Period shall be modified to a date such that the number of pay periods worked
6 with overtime wages does not exceed 60,484. The total number of Wage Statement Class Period
7 pay periods was 60,106, and therefore the Wage Statement Class Period was not modified.

8 13. The Net Settlement Sum of \$1,230,903.80 available to pay Settlement Class
9 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$758,333.33),
10 and Class Counsel costs (\$12,312.87), requested Incentive Payments totaling (\$20,000.00), the
11 PAGA Amount (\$227,500.00), and the requested Settlement Administration Costs (\$25,950.00)
12 from the Gross Settlement Amount (\$2,275,000.00).

13 14. Pursuant to the Settlement Agreement, 20% of the Net Settlement Sum, or
14 \$246,180.76, is allocated to payment for Overtime Settlement Sub-Class Members. Based upon the
15 calculations for Overtime Settlement Sub-Class Members as stipulated in the Settlement, the highest
16 Overtime Settlement Sub-Class Member payment to be paid is approximately \$2,302.48, the lowest
17 Overtime Settlement Sub-Class Member payment to be paid is approximately \$15.35, while the
18 average Overtime Settlement Sub-Class Member payment to be paid is approximately \$779.05.
19 Overtime Settlement Sub-Class Members will be issued payment of their Overtime Settlement Sub-
20 Class Member payments subject to reduction for the employee's share of taxes and withholdings
21 with respect to the wages portion of the Overtime Settlement Sub-Class payment.

22 15. Moreover, 80% of the Net Settlement Sum, or \$984,723.04, is allocated to payment
23 for Wage Statement Sub-Class Members. Based upon the calculations for Wage Statement Sub-
24 Class Members as stipulated in the Settlement, the highest Wage Statement Sub-Class Member
25 payment is \$543.02, the lowest Wage Statement Sub-Class Member payment to be paid is
26 approximately \$16.46, while the average Wage Statement Sub-Class Member payment to be paid
27 is approximately \$340.73. Wage Statement Sub-Class Members will be issued payment of their
28 Wage Statement Sub-Class Member payments subject to reduction for the employee's share of taxes

1 and withholdings with respect to the wages portion of the Wage Statement Sub-Class Member
2 payment.

3 16. Additionally, \$227,500.00 of the Gross Settlement Amount has been allocated
4 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
5 \$170,625.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
6 or \$56,875.00, of which shall be paid to all current and former hourly non-exempt individuals who
7 are or were employed by Defendant during the PAGA Period. There are two thousand seven
8 hundred ninety-four (2,794) Aggrieved Employees who worked a total of sixty-thousand three
9 hundred ninety-three (60,393) Pay Periods during the PAGA Period. The highest Individual PAGA
10 Payment to be paid is approximately \$93.23, and the average Individual PAGA Payment to be paid
11 is approximately \$20.36.

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

14 18. Phoenix's costs associated with the administration of this matter are \$25,950.00.
15 This includes all costs incurred to date, as well as estimated costs involved in completing the
16 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
17 **Exhibit B.**

18
19 I declare under penalty of perjury of the laws of the State of California that the foregoing is
20 true and correct.

21 Executed this 12th day of August 2025, at Orange, California.

22
23 Mayra Gonzalez
24 MAYRA GONZALEZ
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Exhibit A

Sinde Torres and Cristina Guerrero v. Fidelity National Management Services, LLC
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
(CASE NO. 23CV416377)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE AN:

- HOURLY-PAID, NON-EXEMPT EMPLOYEE OF FIDELITY NATIONAL MANAGEMENT SERVICES, LLC (“FIDELITY” or “DEFENDANT”) IN CALIFORNIA WHO WORKED OVERTIME AND ALSO SIGNED AN AGREEMENT WHEREIN YOU RECEIVED A SIGNING OR RETENTION BONUS DURING THE PERIOD STARTING MAY 23, 2019, THROUGH MARCH 10, 2025 (the “Overtime Settlement Sub-Class”); or
 - HOURLY-PAID, NON-EXEMPT EMPLOYEE OF FIDELITY IN CALIFORNIA WHO RECEIVED OVERTIME DURING THE PERIOD STARTING ON MAY 23, 2022, THROUGH AUGUST 1, 2023 (the “Wage Statement Sub-Class”),
- YOU MAY BE ELIGIBLE TO RECEIVE MONEY AS PART OF A SETTLEMENT

The Santa Clara County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Settlement Administrators, (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

«First_Name» «Last_Name»
«Address_1»
«City», «State» «ZIP_Code»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY «Est_Set_Amt» THROUGH THIS
CLASS ACTION SETTLEMENT**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue FIDELITY separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: June 26, 2025)	If you ask to be excluded from the settlement, you will get no payment from the settlement, aside from a portion of the “PAGA Payment” (described below), if applicable, but you will keep any rights to sue FIDELITY separately for the same legal claims made in this lawsuit other than penalty claims premised on California’s Private Attorneys General Act, Labor Code § 2698, <i>et seq.</i>
You Can OBJECT TO THE SETTLEMENT (Deadline: June 26, 2025)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline or personally appear at the final approval hearing. If your objection is overruled by the Court, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read this Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is this Lawsuit About?

In the lawsuit, the Plaintiffs Sinde Torres and Cristina Guerrero (together, “Plaintiffs”) allege that FIDELITY failed to properly calculate the regular rate of pay for the purposes of paying overtime wages, by not including non-discretionary remuneration such as signing bonuses into the regular rate calculation, in violation of California Labor Code sections 201-204, 222, 226, 510, 558, and 1194, and engaged in unfair business practices in violation of Business and Professions Code section 17200, *et seq.* As a result, Plaintiffs allege that they are owed waiting time penalties. Plaintiffs also allege that the wage statements they received failed to identify the correct gross and net wages earned, and total hours worked whenever overtime wages were paid, in violation of Labor Code sections 226 and 226.3. FIDELITY denies the allegations in the lawsuit and denies that it has engaged in any wrongdoing. FIDELITY asserts that it complied with all legal requirements, but is resolving this action in order to avoid the risk and costs of further legal proceedings.

3. Why is this a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Sinde Torres and Cristina Guerrero), sues on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves. The Santa Clara County Superior Court is in charge of the case. The lawsuit is known as *Sinde Torres and Cristina Guerrero v. Fidelity National Management Services, LLC*, Case No. 23CV416377.

4. Why is There a Settlement?

The Court did not decide in favor of Plaintiffs or FIDELITY. Plaintiffs think that they could have won at trial. FIDELITY thinks that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the risks and cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for Settlement Class Members.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that the following individuals are class members: all individuals who fall into either the Overtime Settlement Sub-class and/or the Wage Statement Sub-Class (the “Settlement Class”).

The “Overtime Settlement Sub-Class” includes: all hourly-paid, non-exempt employees of Defendant in California who worked overtime and also signed an agreement wherein they received a signing or retention bonus during the period starting May 23, 2019, through March 10, 2025. The Overtime Settlement Class Period is May 23, 2019, through March 10, 2025.

The “Wage Statement Sub-Class” includes: all hourly-paid, non-exempt employees of Defendant in California who received overtime during the period starting on May 23, 2022, through August 1, 2023. The Wage Statement Class Period is May 23, 2022, through August 1, 2023.

If you received this Notice you are a member of the Overtime Settlement Sub-Class or Wage Statement Sub-Class.

You may also be part of the Settlement if you are a PAGA Aggrieved Employee. “PAGA Aggrieved Employees” are all individuals who fall into either the PAGA Overtime Settlement Group and/or the PAGA Wage Statement Settlement Group.

The “PAGA Overtime Settlement Group” includes: all hourly-paid, non-exempt employees of Defendant in California who worked overtime and also signed an agreement wherein they received a signing or retention bonus during the period starting July 7, 2022, through March 10, 2025. The PAGA Overtime Settlement Group Period is July 7, 2022, through March 10, 2025.

The “PAGA Wage Statement Settlement Group” includes: all hourly-paid, non-exempt employees of Defendant in California who received overtime during the period starting on July 7, 2022, through August 1, 2023. The PAGA Wage Statement Settlement Group Period is July 7, 2022, and August 1, 2023.

6. What Does the Settlement Provide?

The proposed settlement provides for a cash payment by FIDELITY in the amount of \$2,275,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Sum”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the Gross Settlement Sum minus the following (the “Net Settlement Sum”): (a) settlement administration costs not to exceed \$25,950.00; (b) class representative service award to each Plaintiff not to exceed \$10,000.00 (totaling \$20,000.00) for their work and efforts in prosecuting this cases, and for undertaking the risks of costs (in the event the outcome was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$758,333.33; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$30,000.00; and (e) PAGA Payment of \$227,500.00 for alleged civil penalties owed pursuant to the California Private Attorneys General Act. **Class Counsel’s attorneys’ fees and costs remain subject to Court approval.**

By statute, the California Labor and Workforce Development Agency (“LWDA”) will receive seventy-five percent (75%) of the PAGA Payment – *i.e.*, the amount of \$170,625.00. PAGA Aggrieved Employees will receive a portion of the remaining twenty-five percent (25%) of the PAGA Payment – *i.e.*, the amount of \$56,875.00.

“PAGA Aggrieved Employees” are all individuals who fall into either the PAGA Overtime Settlement Group and/or the PAGA Wage Statement Settlement Group.

The “PAGA Overtime Settlement Group” includes: all hourly-paid, non-exempt employees of Defendant in California who worked overtime and also signed an agreement wherein they received a signing or retention bonus during the period starting July 7, 2022, through March 10, 2025. The PAGA Overtime Settlement Group Period is July 7, 2022, through March 10, 2025.

The “PAGA Wage Statement Settlement Group” includes: all hourly-paid, non-exempt employees of Defendant in California who received overtime during the period starting on July 7, 2022, through August 1, 2023. The PAGA Wage Statement Settlement Group Period is July 7, 2022, and August 1, 2023.

No portion of the Net Settlement Sum will be returned to FIDELITY under any circumstances. Instead, any unclaimed portions will be transferred the Legal Aid at Work, which is a non-profit focused on workers’ rights.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown on the first page of this notice. The amount you are to receive is based on the number of applicable pay periods you worked during the period of May 23, 2019, through March 10, 2025, if you are part of the Overtime Settlement Sub-Class, and the number of applicable pay periods you worked with payment of overtime wages during the period of May 23, 2022, through August 1, 2023, if you are a part of the Wage Statement Sub-Class. If you are also a PAGA Aggrieved Employee, your share of the PAGA Payment is included in the amount shown.

Based upon FIDELITY's records, you are a member of the Overtime Settlement Sub-Class/Wage Statement Sub-Class or both. Based thereon, the number of pay periods you worked during each relevant time period is determined to be «Overtime_Pay_Periods» during the Overtime Settlement Class Period, and «Wage_Statement_Pay_Periods» during the Wage Statement Class Period. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of workweeks, see below (Question 9).

8. How Do I Receive a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court. Please let the Settlement Administrator know if you change your address.

9. What If I Believe the Information is Inaccurate?

If you believe the number of pay periods you worked is inaccurate, you may dispute it by sending a letter to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, no later than **June 26, 2025**. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Receive a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a Settlement Class Member, and that means you cannot sue, continue to sue, or be part of any other lawsuit against FIDELITY or the other Released Parties for any legal claims based on the subject matter of this settlement. Specifically, you will be giving up or “releasing” the claims summarized below, as fully defined within the Parties’ Settlement Agreement.

Overtime Settlement Sub-Class

- Any and all claims, known or unknown, that: were asserted in the Amended Complaint and/or any of Plaintiffs’ letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code §§ 201, 202, 203, 204, 222, 226, 510, and 1194; and/or any and all claims, known or unknown, that could have been reasonably asserted based on any or all the factual allegations in the Amended Complaint in the action and/or any of Plaintiffs’ letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code §§ 201, 202, 203, 204, 222, 226, 510, and 1194. This includes but is not limited to claims for or related to: failure to pay overtime wages, calculation of the regular rate of pay for purposes of overtime wages, wage statements, payment of overtime wages during employment, payment of wages at termination, unfair competition related to any or all of the foregoing, any unpaid overtime wages or compensation related to any or all of the foregoing, which are reasonably based on the facts alleged in the Amended Complaint; restitution related to any or all of the foregoing which are reasonably based on the facts alleged in the Amended Complaint; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims reasonably based on the facts alleged in the Amended Complaint and/or Plaintiffs’ Letters to the LWDA pursuant to: California Labor Code §§ 201, 202, 203, 204, 222, 226, 510, 558, and 1194 the Fair Labor Standard Act; the California Business & Professions Code § 17200; and the California Industrial Welfare Commission Wage Orders. This release shall run from May 23, 2019, through March 10, 2025 (the “Overtime Settlement Sub-Class Released Claims”).

Wage Statement Sub-Class

- Any and all claims, known or unknown, that: were asserted in the Amended Complaint and/or any of Plaintiffs’ letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code § 226; and/or any and all claims, known or unknown, that could have been reasonably asserted based on any or all the factual allegations in the Amended Complaint in the action and/or any of Plaintiffs’ letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code § 226. This includes but is not limited to claims for or related to: failure to provide accurate wage statements; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims reasonably based on the facts alleged in the Amended Complaint and/or Plaintiffs’ Letters to the LWDA pursuant to: California Labor Code § 226 and the California Industrial Welfare Commission Wage Orders. This release shall run from May 23, 2022, through August 1, 2023 (the “Wage Statement Settlement Sub-Class Released Claims”).

In light of the binding nature of a PAGA judgment on non-party employees, if you are a PAGA Aggrieved Employee, you will receive your portion of the PAGA Payment and be bound by the PAGA Overtime Settlement Group Released Claims and/or PAGA Wage Statement Settlement Group Released Claims, as applicable, regardless of whether you submit a timely Request for Exclusion.

PAGA Overtime Settlement Group

- Any and all claims, known or unknown, for civil penalties under California Labor Code § 2698 *et seq.* (PAGA) that were asserted in the Amended Complaint and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code §§ 201, 202, 203, 204, 222, 226, 510, and 1194; and/or any and all claims, known or unknown, that could have been reasonably asserted based on any or all the factual allegations in the Amended Complaint in the action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code §§ 201, 202, 203, 204, 222, 226, 510, and 1194. This includes but is not limited to claims for civil penalties for or related to: failure to pay overtime wages, calculation of the regular rate of pay for purposes of overtime wages, wage statements, payment of overtime wages during employment, payment of overtime wages at termination, unfair competition related to any or all of the foregoing, any unpaid overtime wages or compensation related to any or all of the foregoing, which are reasonably based on the facts alleged in the Amended Complaint. This release includes any and all claims reasonably based on the facts alleged in the Amended Complaint and/or Plaintiffs' Letters to the LWDA pursuant to: California Labor Code §§ 201, 202, 203, 204, 222, 226, 510, 558, and 1194. This release shall run through the PAGA Overtime Settlement Group Period (the "PAGA Overtime Settlement Group Released Claims").

PAGA Wage Statement Settlement Group

- Any and all claims, known or unknown, for civil penalties under California Labor Code § 2698 *et seq.* (PAGA) that were asserted in the Amended Complaint and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code §§ 226, 226.3; and/or any and all claims, known or unknown, that could have been reasonably asserted based on any or all the factual allegations in the Amended Complaint in the action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code §§ 226, 226.3. This includes but is not limited to claims for or related to: failure to provide accurate wage statements; and any civil penalties related to any or all of the foregoing. This release includes any and all claims reasonably based on the facts alleged in the Amended Complaint and/or Plaintiffs' Letters to the LWDA pursuant to: California Labor Code §§ 226, 226.3 and the California Industrial Welfare Commission Wage Orders. This release shall run through the PAGA Wage Statement Settlement Group Period (the "PAGA Wage Statement Settlement Group Released Claims").

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as "opt-out"), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Sinde Torres and Cristina Guerrero v. Fidelity National Management Services, LLC* settlement.

Be sure to include your name. You must mail your exclusion letter postmarked no later than **June 26, 2025**, to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

If you submit a timely and valid "opt-out" request, you will no longer be a member of the Settlement Class and you will not receive any money from the settlement (except for the portion of the PAGA Payment, if applicable), or be able to object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. You will keep any rights to sue (or continue to sue) FIDELITY in the future for the same legal claims made in this lawsuit, at your own expense, with the exception of the PAGA Overtime Settlement Group Released Claims and PAGA Wage Statement Settlement Group Released Claims.

12. How Do I Tell the Court that I Don't Believe that the Settlement is Fair?

As a Settlement Class Member, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing to the Settlement Administrator. Upon the submission of your objection, you may then also appear at the final approval hearing for the settlement, either in person or through an attorney at your own expense. (See Question 14.) Regardless of whether you submitted a timely written objection to the Settlement Administrator, you may appear in person at the final approval hearing in order to object.

All written objections should include: (1) your full name (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than **June 26, 2025**, to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

13. What is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself, on the other hand, 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 case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court. If the Court approves the settlement and you are a PAGA Aggrieved Employee, you will receive your portion of the PAGA Payment regardless of whether you object or exclude yourself.

14. Do I Have a Lawyer in this Case?

The Court decided that the law firms of Diversity Law Group, P.C. and Polaris Law Group, which represent the Plaintiffs, are also

qualified to represent you and all Settlement Class Members. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How Will the Attorneys for the Class and the Class Representative be Paid?

The attorneys for the Plaintiffs and Settlement Class Members will be paid from the Gross Settlement Sum. Class Counsel will ask for up to \$758,333.33 in attorneys’ fees and for actual litigation costs incurred up to a maximum of \$30,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see Question 16 below for details as to when this hearing will take place). Settlement Class Members (like you) do not have to pay the fees and costs of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If approved by the Court, an incentive payment for each Plaintiff of an amount up to \$10,000.00 (totaling \$20,000.00) will be paid from the Gross Settlement Sum for their work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

16. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Charles F. Adams on **September 4, 2025, at 1:30 p.m.**, in Department 7 of the Superior Court of California for the County of Santa Clara, located at 191 N. First Street, San Jose, California 95113, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Although Settlement Class Members may appear in person, the Judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court’s remote platform is Microsoft Teams.) Settlement Class Members who wish to appear remotely should contact Class Counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at

https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml

and should be reviewed in advance. Settlement Class Members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll-free conference call number for Department 7.

Once final approval is granted by the Court, the Court will enter a Joint Stipulation of Class Action and PAGA Settlement, and all Settlement Class Members who have not requested exclusion will be deemed to have waived the Overtime Settlement Sub-Class Released Claims and/or Wage Statement Settlement Sub-Class Released Claims set forth above.

17. How Do I Receive More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

18. What is the Contact Information for Class Counsel?

The addresses for Class Counsel are as follows:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee
Max W. Gavron
Kwanporn Tulyathan
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Fax: (213) 488-6554

POLARIS LAW GROUP
William L. Marder
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Fax: (831) 634-0333

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Sinde Torres and Cristina Guerrero v. Fidelity National Management Services, LLC
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

PLEASE DO NOT CONTACT FIDELITY, ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	3,300
Opt Out Rate	1%
Opt Outs Received	33
Total Class Claimants	3,267
Subtotal Admin Only	\$25,950.00

Not-to-Exceed Total \$25,950.00

For 3300 Class Members

Pricing Good for Scope of Estimate Only

January 3, 2025

Case: Torres v Fidelity Opt-Out Administration

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

Requesting Attorney: Max W. Gavron
Firm: Diversity Law Group, APC
Contact Number: (213) 488-6555
Email: mgavron@diversitylaw.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 3300 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	4	\$500.00
Programming Database & Setup	\$125.00	4	\$500.00
Toll Free Setup*	\$140.17	1	\$140.17
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$300.00	2	\$600.00
Total			\$1,772.17

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.25	3,300	\$825.00
Notice Packet & Opt-Out Form	\$1.25	3,300	\$4,125.00
Estimated Postage (up to 2 oz.)*	\$0.76	3,300	\$2,508.00
Static Website	\$200.00	1	\$200.00
Total			\$8,033.00

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.50	330	\$495.00
Remail Notice Packets	\$1.20	330	\$396.00
Estimated Postage	\$0.76	330	\$250.80
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$1,456.80

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	3	\$255.00
Total			\$950.00

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	5	\$625.00
Mail Class Checks *	\$1.25	3,267	\$4,083.75
Estimated Postage	\$0.69	3,267	\$2,254.23
Total			\$8,247.98

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$1.50	327	\$490.05
Case Associate	\$55.00	6	\$330.00
Reconcile Uncashed Checks	\$85.00	5	\$425.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$2,950.00	1	\$2,950.00
Total			\$5,490.05

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

Estimate Total: \$25,950.00



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.