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Attorneys for Plaintiff SEBASTIAN NICOLAS,
individually and on behalf of others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**

12 SEBASTIAN NICOLAS, individually and on)
13 behalf of others similarly situated,)

14 Plaintiffs,)

15 vs.)

16 MASTERCRAFT PAINTING, INC. and)
17 DOES 1 through 50,)

18 Defendants.)

CASE NO.: 23CV001218

CLASS ACTION

Assigned For All Purposes To:

Judge: Hon. Jill Talley

Dept.: 23

**DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Final Approval Hearing:

Date: July 12, 2024

Time: 9:00 a.m.

Dept.: 23

Complaint Filed: May 8, 2023

1 I, Taylor Mitzner, hereby declare:

2 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-
3 appointed Class Action Settlement Administrator for *Sebastian Nicolas v. Mastercraft Painting,*
4 *Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to
5 testify, I could and would testify competently to such facts.

6 2. Phoenix was selected by the Parties to provide notice of the Settlement and perform
7 class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA
8 Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for:
9 (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* (“Notice”);
10 (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class
11 Member worked during the period from May 8, 2019 to March 31, 2023 (“Class Period”) and the
12 number of workweeks that each Aggrieved Employee worked during the time period from May 8,
13 2022 to March 31, 2023 (“PAGA Period”); (iv) determining the validity of letters indicating a
14 request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections
15 to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks
16 submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual
17 Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement
18 Payments and distributing them to Settlement Class Members and Individual PAGA Payments to
19 Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the
20 Enhancement Payments to both Plaintiffs, and the employer/employee payroll taxes to the
21 appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement
22 or as the Parties mutually agree or as the Court orders.

23 3. On October 27, 2023, Defendant Mastercraft Painting, Inc. (“Defendant”)
24 deposited \$85,000.00 into the Qualified Settlement Fund.

25 4. On March 18, 2024, Phoenix received a data file from Defense Counsel that
26 contained names, last known mailing addresses, Social Security numbers, and dates of
27 employment for each Class Member (“Class List”) during the Class Period. The final mailing list
28 contained eighty-seven (87) individuals identified as Class Members.

1 5. On March 19, 2024, 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 6. On April 5, 2024, Phoenix mailed the Notice via U.S. first class mail, in English
6 and Spanish, to all eighty-seven (87) Class Members on the Class List. A true and correct copy of
7 the mailed Notice is attached hereto as **Exhibit A**.

8 7. As of the date of this declaration, fourteen (14) Notices have been returned to
9 Phoenix. None were returned with a forwarding address. For the fourteen (14) Notices returned
10 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
11 address using TransUnion TLOxp, one of the most comprehensive address databases available for
12 skip tracing. Of the fourteen (14) Notices that were “skip traced,” eleven (11) updated addresses
13 were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

14 8. As of the date of this declaration, three (3) Notices remain undeliverable since an
15 updated address could not be obtained via skip trace.

16 9. As of the date of this declaration, Phoenix has received zero (0) Requests for
17 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
18 May 20, 2024.

19 10. As of the date of this declaration, Phoenix has received zero (0) Notices of
20 Objection from Class Members. The deadline for objecting to the Class Settlement was May 20,
21 2024.

22 11. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
23 from Class Members. The deadline for submitting a dispute was May 20, 2024.

24 12. There are eighty-seven (87) Class Members who did not submit Requests for
25 Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class.
26 Settlement Class Members have worked a collective total of 6,161 Workweeks during the Class
27 Period. The settlement payment (net of attorney fees and costs) for each Workweek is
28 approximately \$5.13.

1 13. The Net Settlement Amount of \$31,582.29 available to pay Settlement Class
2 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$28,333.33),
3 and Class Counsel costs (\$5,000.00), requested Enhancement Payment to Plaintiff Nicolas
4 (\$5,000.00), Estimated Employer's-sided Taxes (\$1,584.38) the PAGA Amount (\$7,000.00), and
5 the requested Settlement Administration Costs (\$6,500.00) from the Gross Settlement Amount
6 (\$85,000.00).

7 14. Based upon the calculations stipulated in the Settlement, the highest Individual
8 Settlement Share to be paid is approximately \$1,045.74, the lowest Individual Settlement Share to
9 be paid is approximately \$10.25, while the average Individual Settlement Share to be paid is
10 approximately \$363.01. Settlement Class Members will be issued payment of their Individual
11 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
12 respect to the wages portion of the Individual Settlement Share (the net payment is their
13 "Individual Settlement Payment").

14 15. Additionally, \$7,000.00 of the Gross Settlement Amount has been allocated toward
15 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
16 \$5,250.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
17 or \$1,750.00, of which shall be paid to all Aggrieved Employees who worked during the PAGA
18 Period. There are twenty-nine (29) Aggrieved Employees who worked a total of 1,024 workweeks
19 during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately
20 \$80.32, the lowest Individual PAGA Payment to be paid is approximately \$10.25, and the average
21 Individual PAGA Payment to be paid is approximately \$60.34.

22 16. Pursuant to the Settlement, the employer-side taxes will be deducted from the Net
23 Settlement Fund.

24 17. Phoenix's costs associated with the administration of this matter are \$6,500.00.
25 This includes all costs incurred to date, as well as estimated costs involved in completing the
26 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
27 **Exhibit B.**

28 \\\

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

3 Executed on June 3, 2024 at Orange, California.

4
5 
Taylor Mitzner

Exhibit A

NOTICE OF CLASS SETTLEMENT AND FAIRNESS HEARING

Nicolas v. Mastercraft Painting, Inc.
Sacramento County Superior Court, Case No. 23CV001218

<<FIRST AND LAST NAME>>

<<ADDRESS>>

<<CITY AND ZIP CODE>>

TO: ALL PERSONS WHO HAVE BEEN EMPLOYED BY MASTERCRAFT PAINTING, INC. AS NON-EXEMPT EMPLOYEES IN CALIFORNIA AT ANY TIME FROM MAY 8, 2019 TO MARCH 31, 2023 ("CLASS PERIOD") ("CLASS MEMBERS")

A court authorized this Notice. This is not a solicitation from a lawyer.

Please read this Notice carefully. Your rights may be affected.

- A former employee ("Plaintiff") has sued Mastercraft Painting, Inc. ("Defendant"), alleging that Defendant failed to pay employees at least the minimum wage for all hours worked, failed to provide meal periods, failed to provide rest periods, failed to provide accurate wage statements, and failed to reimburse employees for using personal cell phones for work-related calls. Plaintiff also seeks civil penalties under the Labor Code Private Attorneys General Act ("PAGA").
- Defendant has denied any wrongdoing or liability, but Plaintiff and Defendant have agreed to a settlement to resolve the alleged class claims and PAGA claims, and the Court has granted preliminary approval of the settlement.
- The Court has certified a Class for purposes of the Settlement, but has not ruled on the merits of Plaintiff's claims or Defendant's defenses.
- You received this Notice because you are a member of the Class according to Defendant's records.
- Under the Settlement, you will receive approximately \$ [REDACTED] in settlement of civil penalties under PAGA. This amount will be mailed to you whether or not you opt out of the Class Settlement.
- If you do not opt out of the Class Settlement, a sum of approximately \$ [REDACTED] will be mailed to you upon the Court granting final approval of the settlement.
- The amounts listed above are based on Defendant's records of the number of Work Weeks you worked as a non-exempt employee in California during the Class Period (from May 8, 2019 to March 31, 2023) and Pay Periods you worked during the PAGA Period (from May 8, 2022 to March 31, 2023). Defendant's records show that you worked: [REDACTED] Work Weeks during the Class Period, and worked [REDACTED] Pay Periods during the PAGA Period.
- Upon the Court granting final approval and entering a judgment approving the settlement, the notice of judgment will be available at the Settlement Administrator's website: [REDACTED]

YOUR RIGHTS UNDER THE SETTLEMENT

Do Nothing	Stay as Class Member. Receive money under the Settlement. Give up right to sue separately. By doing nothing, a settlement check will be mailed to you upon the Court granting final approval of the Settlement, but you give up any rights to sue Defendant separately for the claims being released under the Settlement.
Opt Out	Get out of this Settlement. Receive no money under the Settlement. Keep rights to sue separately. By excluding yourself (opting out) from the Class, you give up the right to receive money under the Settlement, but keep any rights to sue Defendant separately for the claims being released under the Settlement.
Object	If you feel any of the terms of the Settlement are unfair, you may object to the Settlement following the procedure described in this Notice. You have a right to appear through your own attorney.

- Any questions after you read this Notice? Contact the Settlement Administrator at (800) 523-5773 or attorneys for the Class at (818) 609-0807 or (714) 274-9815.

The Superior Court of California for the County of Sacramento has granted preliminary approval to a class action settlement (the "Settlement") in the above-captioned action ("Action").

The Court has conditionally certified the following Class for settlement purposes only: “Any and all persons who have been employed by Mastercraft Painting, Inc. as non-exempt employees in California at any time during the Class Period, from May 8, 2019 to March 31, 2023.”

A. DESCRIPTION OF THE LAWSUIT

Plaintiff has brought this lawsuit as a class action. In a class action, one or more persons bring claims in a lawsuit on behalf of themselves and others who are in a similar situation or have similar possible claims against one or more defendants. The Plaintiff in this case has made claims on behalf of all current and former **non-exempt employees** of Defendants in California at any time during the Class Period, from May 8, 2019 to March 31, 2023. In the lawsuit, Plaintiff alleges that Defendants failed to pay non-exempt employees at least the minimum wage for all hours worked, failed to provide meal breaks, failed to provide rest breaks, failed to provide accurate wage statements, and failed to reimburse them for using personal cell phones for work-related calls. Plaintiff also alleges that Defendants violated the Unfair Competition Law, Business and Professions Code section 17200, *et seq.* In addition, Plaintiff also seeks civil penalties under the PAGA. Based on those allegations, Plaintiff seeks class damages for unpaid wages, restitution, expense reimbursements, statutory damages, civil penalties, and other relief.

Defendant denies Plaintiff’s claims and denies any wrongdoing or liability. The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses, and the parties have agreed to the Settlement.

Plaintiff and Class Counsel believe the Settlement is fair and in the best interest of the Class and for these reasons are seeking final approval of the Settlement. The attorneys for the employees (“Class Counsel”) in this lawsuit are:

Justian Jusuf
LAW OFFICE OF JUSTIAN JUSUF APC
17011 Beach Blvd., Suite 900
Huntington Beach, CA 92647
Phone: (714) 274-9815

Sahag Majarian II
MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
Tarzana, California 91356
Phone: (818) 609-0807
Fax: (818) 609-0892

The attorneys for Defendant are:

David M. Daniels
ELGUINDY, MEYER & KOEGEL, APC
2990 Lava Ridge Court, Suite 205
Roseville, CA 95661
Phone: (916) 778-3310
Fax: (916) 330-4433

B. SUMMARY OF PROPOSED SETTLEMENT TERMS.

The following is a summary of the Settlement terms. The specific and complete terms of the Settlement are stated in the Settlement Agreement, which has been preliminarily approved by the Court. A full copy of the Settlement Agreement, as well as other public documents filed in this case, can be inspected during business hours in the Office of the Court Clerk, 720 9th Street, Sacramento, CA 95814. The documents are also available at the Sacramento County Superior Court website: <https://www.saccourt.ca.gov/indexes/online-services.aspx>

Subject to the Court’s final approval, the terms of the proposed Settlement are as follows:

1. **Settlement Fund:** Defendant will pay a total of \$85,000 (Eighty-Five Thousand Dollars) to establish a Settlement Fund, to pay Class Members who do not opt out of the Settlement, civil penalties under PAGA, Enhancement Award to Plaintiff, the Settlement Administrator’s fee and expenses, and Class Counsel attorneys’ fees and expenses. The employees’ and employers’ portions of payroll taxes on the portion of settlement payments attributed as wages will also be paid out of the Settlement Fund.

2. **Settlement Formula and Distribution.**

A sum of **\$7,000** from the Settlement Fund is attributed as settlement of claims for civil penalties under PAGA. 75% (\$5,250) of this amount will be paid to the Labor and Workforce Development Agency, and 25% (\$1,750) of the amount will be paid to those non-exempt who were employed by Defendant at any time during the PAGA Period (from May 8, 2022 to March 31, 2023). If you are eligible for this payment, the amount you will receive for this portion of the settlement is shown on the first page of this notice.

After deducting the PAGA civil penalties settlement amount, the Enhancement Award to Plaintiff, the Settlement Administrator's fee and expenses, and Class Counsel attorneys' fees and expenses, the remaining amount ("Net Settlement Fund") will be allocated to Class Members proportionally based on their respective Workweeks during the Class Period (from May 8, 2019 to March 31, 2023). The amount you will receive upon the Court granting final approval of the Settlement, if you do not opt out of the Settlement, is shown on the first page of this notice.

You do not need to do anything to receive your share under the Settlement. Upon the Court granting final approval of the Settlement, a settlement check for the PAGA portion will be mailed to you, regardless of whether or not you opt out of the Settlement. And if you do not opt out of the Settlement, the settlement check to you will also include the non-PAGA portion.

The approximate amounts of your share under the Settlement are shown on the first page of this Notice. The amounts were calculated based on Defendants' records of the number of Work Weeks worked by you and other Class Members. If you disagree with the number of your Work Weeks stated on this Notice, please write to the Settlement Administrator and state the number of Work Weeks during the Class Period in which you worked for Mastercraft Painting, Inc. as a non-exempt employee in California during the Class Period and PAGA Period, and attach any and all documents that support your claim (such as pay stubs, cancelled checks, etc.). To dispute the number of your Work Weeks, you must mail your challenge and supporting documents to the Settlement Administrator on or before **May 20, 2024**. Please be advised that the number of Work Weeks stated on page one of this Notice is presumed to be correct unless the documents you timely submit prove otherwise.

For purposes of tax reporting under the Settlement, payments made to you under this Settlement will be deemed one-third wages, one-third interest, and one-third penalties. Nothing in this Notice or the Settlement Agreement is intended to be tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

3. Subject to the Court's final approval, the following amounts will be deducted from the total Settlement Fund prior to calculation of the Net Settlement Fund: (a) \$7,000 (Seven Thousand Dollars) in settlement of PAGA claims, (b) Class Counsel will seek an award of attorneys' fees for their services in these Actions in the amount of \$28,333 (Twenty-Eight Thousand Three Hundred Thirty-Three Dollars), which is one-third of the Settlement Fund, and reimbursement of costs and expenses they have incurred in this Actions in an amount not to exceed \$5,000 (Five Thousand Dollars); (c) Class Counsel will ask the Court for an Enhancement Award of \$5,000 (Five Thousand Five Hundred Dollars) for Plaintiff/Class Representative to compensate for the time and risk undertaken in bringing this Action as a class action; and (c) payment to the Settlement Administrator for its costs and fees in administering the Settlement and payout process, in the amount of \$6,500 (Six Thousand Five Hundred Dollars).

4. Release. If you do not wish to be part of this Settlement or wish to bring your own lawsuit against Mastercraft Painting, Inc. for the Released Claims (as defined below), you need to timely request to be excluded ("opt out") from the Settlement using the procedure described in this Notice. If you do not effectively opt out of the Settlement, and on final Court approval of the Settlement, you will fully release all Released Claims (as described below):

"Released Claims" means any and all claims asserted against Mastercraft Painting, Inc. in the Complaint (filed May 8, 2023), as amended in the operative First Amended Complaint (filed August 15, 2023) arising during the Class Period and PAGA Period based on the facts alleged therein, including claims for alleged failure to pay at least the minimum wage for all hours worked, failure to provide meal periods, failure to provide rest periods, failure to provide accurate wage statements, and failure to reimburse work-related expenses, in alleged violations of California Labor Code sections 200, 203, 226, 226.7, 510, 1182.12, 1194, 1197, and 2805, and the applicable provisions of Wage Order 16. The Released Claims also include the derivative claims restitution under Business and Professions Code section 17200, et seq., and for civil penalties under Labor Code Private Attorneys General Act ("PAGA"), Labor Code section 2698, et seq. arising during the PAGA Period, based on the alleged Labor Code violations.

Upon final approval of the Court of this settlement and except as to such rights or claims as may be created by the Settlement Agreement, the Class Members who do not opt out, will be deemed to fully release and discharge the Released Parties, which include Defendant Mastercraft Painting, Inc., and each of its predecessors in interest, successors in interest, shareholders, directors, officers, managers, employees, and agents from the Released Claims.

C. TO RECEIVE YOUR SHARE OF THE MONEY UNDER THE SETTLEMENT.

You do not need to do anything to receive your share under the Settlement, and a settlement check will be mailed to you if you do not opt out of the Settlement. The estimated amount of your share under the Settlement is reflected on the first page of this Notice.

D. WHAT IF YOU DO NOTHING?

If you do nothing, you will remain a member of the Settlement Class, and a settlement check will be mailed to you upon final approval of the Settlement, pursuant to the terms of the Settlement. As a member of the Class, you will be bound by all the terms of the Settlement, including the release of the Released Claims, as set forth above, which will prevent you from suing Mastercraft Paitning, Inc. for the matters being settled in this case.

E. TO REQUEST EXCLUSION FROM THE SETTLEMENT.

If you want to be excluded (“opt out”) from the Settlement, you must mail a written request to be excluded (opt out) from the Settlement to the Settlement Administrator, postmarked on or before **May 20, 2024**, to the following address:

**Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

To be valid, your request to opt out of the Settlement must be in writing, and it must include your name (and former names, if any), signature, current address, telephone number, and shall recite the following language (verbatim) or other words to the same effect:

I wish to opt out of the settlement of this case, *Nicolas vs. Mastercraft Painting, Inc.*, Orange County Superior Court, Case No. 23CV001218.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement. However, you will not be bound by the terms of the Settlement, and may pursue any claims you may have, at your own expense, against Pirozzi Enterprises, LLC and/or Chef Alessandro Pirozzi, Inc.

F. OBJECTION TO THE SETTLEMENT AND/OR NOTICE OF INTENTION TO APPEAR.

If you do not opt out of the Settlement but believe the Settlement is unfair or inadequate in any respect, you may object to the Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Nicolas v. Mastercraft Painting, Inc.*, Case Number 23CV001218, (b) be mailed to the Settlement Administrator, **P.O. Box 7208, Orange, CA 92863** postmarked on or before **May 20, 2024**.

The written objection must be signed and dated, and include your name, dates of employment as a non-exempt employee of Mastercraft Paitning, Inc. in California, and a complete description of the basis for the objection. A Class Member who objects to the Settlement will still be considered a member of the Class.

G. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT.

The Final Approval Hearing on the fairness and adequacy of the proposed Settlement is scheduled for **July 12, 2024** in Department 27 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814. The Final Approval Hearing may be continued without further notice, unless you have timely filed an objection. It is not necessary for you to attend this hearing, unless you file an objection and indicate your intention to appear.

Any Class Member who has not opted out will be bound by the Settlement approved by the Court at the Final Approval Hearing. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

H. ADDITIONAL INFORMATION.

This Notice only summarizes the lawsuit, the Settlement and related matters. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the office of the clerk during business hours, at Sacramento Superior Court, 720 9th Street, Sacramento, CA 95814. The documents are also available at the Sacramento County Superior Court website: <https://www.saccourt.ca.gov/indexes/online-services.aspx>.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT

If your address changes, or is different from the address stated on the first page of this Notice, please promptly notify the Settlement Administrator or Class Counsel.

NOTIFICACIÓN DEL ACUERDO COLECTIVO Y DE LA AUDIENCIA DE EQUIDAD

Nicolas contra Mastercraft Painting, Inc.

Tribunal Superior del Condado de Sacramento, Caso nº 23CV001218

<<FIRST AND LAST NAME>>

<<ADDRESS>>

<<CITY AND ZIP CODE>>

PARA: TODAS LAS PERSONAS QUE HAN SIDO EMPLEADAS POR MASTERCRAFT PAINTING, INC. COMO EMPLEADOS NO EXENTOS EN CALIFORNIA EN CUALQUIER MOMENTO DESDE EL 8 DE MAYO DE 2019 HASTA EL 31 DE MARZO DE 2023 (“PERÍODO DE LA CLASE”) (“MIEMBROS DE LA CLASE”)

Un tribunal autorizó este Aviso. No se trata de una solicitud de un abogado.

Le rogamos que lea atentamente este Aviso. Sus derechos pueden verse afectados.

- Un expleado (“Demandante”) ha Demandado a Mastercraft Painting, Inc. (“Demandado”), alegando que el Demandado no pagó a los empleados al menos el salario mínimo por todas las horas trabajadas, no proporcionó periodos de comida, no proporcionó periodos de descanso, no proporcionó declaraciones salariales precisas y no reembolsó a los empleados por usar teléfonos celulares personales para llamadas relacionadas con el trabajo. El Demandante también solicita sanciones civiles en virtud de la Ley General de Abogados Privados (“PAGA”) del Código Laboral.
- El Demandado ha negado cualquier delito o responsabilidad, pero el Demandante y el Demandado han acordado un Acuerdo para resolver las supuestas reclamaciones colectivas y las reclamaciones PAGA, y el Tribunal ha concedido la aprobación preliminar del Acuerdo.
- El Tribunal ha certificado una Clase a efectos del Acuerdo, pero no se ha pronunciado sobre el fondo de las reclamaciones del Demandante ni sobre las defensas del Demandado.
- Usted recibió este Aviso porque es Miembro de la Clase según los registros del Demandado.
- En virtud del Acuerdo, usted recibirá aproximadamente \$ [REDACTED] en concepto de Acuerdo de sanciones civiles en virtud de PAGA. Esta cantidad le será enviada tanto si opta por no participar en el Acuerdo Colectivo como si no.
- Si no opta por no participar en el Acuerdo Colectivo, se le enviará por correo una suma de aproximadamente \$ [REDACTED] una vez que el Tribunal conceda la aprobación definitiva del Acuerdo.
- Las cantidades indicadas anteriormente se basan en los registros del Demandado sobre el número de Semanas Laborales que usted trabajó como empleado no exento en California durante el Período de la Demanda Colectiva (del 8 de mayo de 2019 al 31 de marzo de 2023) y los Períodos de Pago que usted trabajó durante el Período PAGA (del 8 de mayo de 2022 al 31 de marzo de 2023). Los registros del Demandado muestran que usted trabajó [REDACTED] Semanas Laborales durante el Período de la Clase, y trabajó [REDACTED] Períodos de Pago durante el Período PAGA.
- Una vez que el Tribunal conceda la aprobación definitiva y dicte sentencia aprobando el Acuerdo, la notificación de la sentencia estará disponible en el sitio web del Administrador del Acuerdo: <https://www.phoenixclassaction.com/class-action-lawsuits/judgments/>

SUS DERECHOS EN VIRTUD DEL ACUERDO

No Hacer Nada	Permanecerá como Miembro de la Clase. Recibirá dinero en virtud del Acuerdo. Renunciará al derecho a Demandar por separado. Si no hace nada, se le enviará por correo un cheque del Acuerdo una vez que el Tribunal conceda la aprobación final del Acuerdo, pero usted renuncia a cualquier derecho a Demandar al Demandado por separado por las reclamaciones que se liberan en virtud del Acuerdo.
Excluirse de forma Voluntaria	Saldrá de este Acuerdo. No recibirá dinero alguno en virtud del Acuerdo. Conservará los derechos a Demandar por separado. Al excluirse de la Clase, renuncia al derecho a recibir dinero en virtud del Acuerdo, pero conserva cualquier derecho a Demandar al Demandado por separado por las reclamaciones que se liberan en virtud del Acuerdo.
Objetar	Si considera que alguno de los términos del Acuerdo es injusto, puede oponerse al Acuerdo siguiendo el procedimiento descrito en este aviso. Tiene derecho a comparecer a través de su propio abogado.

- ¿Tiene alguna pregunta después de leer este Aviso? Póngase en contacto con el administrador del Acuerdo llamando al (800) 523-5773 o con los abogados de la Clase de Demandantes llamando al (818) 609-0807 o al (714) 274-9815.

El Tribunal Superior de California para el Condado de Sacramento ha concedido la aprobación preliminar a un Acuerdo de Demanda colectiva (el “Acuerdo”) en la Demanda arriba mencionada (“Demanda”).

El Tribunal ha certificado condicionalmente la siguiente Clase de Demandantes únicamente a efectos del Acuerdo: “Todas y cada una de las personas que hayan sido empleadas por Mastercraft Painting, Inc. como empleados no exentos en California en cualquier momento durante el Período de la Demanda colectiva, desde el 8 de mayo de 2019 hasta el 31 de marzo de 2023”.

A. DESCRIPCIÓN DE LA DEMANDA

El Demandante ha presentado esta Demanda como una acción colectiva. En una Demanda colectiva, una o más personas presentan reclamaciones en un juicio en su nombre y en nombre de otras personas que se encuentran en una situación similar o tienen posibles reclamaciones similares contra uno o más Demandados. El Demandante en este caso ha presentado reclamaciones en nombre de todos los empleados actuales y anteriores no exentos y no exentos de los Demandados en California en cualquier momento durante el Período de la Demanda Colectiva, desde el 8 de mayo de 2019 hasta el 31 de marzo de 2023. En la Demanda, el Demandante alega que los Demandados no pagaron a los empleados no exentos al menos el salario mínimo por todas las horas trabajadas, no les proporcionaron pausas para comer, no les proporcionaron pausas de descanso, no les proporcionaron declaraciones salariales precisas y no les reembolsaron el uso de teléfonos celulares personales para llamadas relacionadas con el trabajo. El Demandante también alega que los Demandados violaron la Ley de Competencia Desleal, Sección 17200, y siguientes del Código de Negocios y Profesiones. Además, el Demandante también solicita sanciones civiles en virtud de la PAGA. Basándose en estas alegaciones, el Demandante solicita una indemnización colectiva por salarios no pagados, restitución, reembolso de gastos, daños estatutarios, sanciones civiles y otras compensaciones.

El Demandado niega las reclamaciones del Demandante y niega cualquier acto ilícito o responsabilidad. El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones del Demandante o las defensas del Demandado, y las partes han acordado el Acuerdo.

El Demandante y los Abogados de la Clase creen que el Acuerdo es justo y en el mejor interés de la Clase y por estas razones buscan la aprobación final del Acuerdo. Los abogados de los empleados (“Abogados de la Clase”) en esta Demanda son:

Justian Jusuf
LAW OFFICE OF JUSTIAN JUSUF APC
17011 Beach Blvd., Suite 900
Huntington Beach, CA 92647
Teléfono: (714) 274-9815

Sahag Majarian II
MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
Tarzana, California 91356
Teléfono: (818) 609-0807
Fax: (818) 609-0892

Los abogados del Demandado son:

David M. Daniels
ELGUINDY, MEYER & KOEGEL, APC
2990 Lava Ridge Court, Suite 205
Roseville, CA 95661
Tel.: (916) 778-3310
Fax: (916) 330-4433

B. RESUMEN DE LOS TÉRMINOS DEL ACUERDO PROPUESTO.

Lo que sigue es un resumen de los términos del Acuerdo. Los términos específicos y completos del Acuerdo se establecen en el Acuerdo de conciliación, que ha sido preliminarmente aprobado por el Tribunal. Puede inspeccionarse una copia completa del Acuerdo de conciliación, así como de otros documentos públicos presentados en este caso, durante el horario laboral en la Oficina del Secretario del Tribunal, 720 9th Street, Sacramento, CA 95814. Los documentos también están disponibles en el sitio web del Tribunal Superior del Condado de Sacramento: <https://www.saccourt.ca.gov/indexes/online-services.aspx>.

Sujetos a la aprobación final del Tribunal, los términos del Acuerdo propuesto son los siguientes:

1. Fondo del Acuerdo: El Demandado pagará un total de \$85,000 (Ochenta y Cinco Mil Dólares) para establecer un Fondo del Acuerdo, a fin de pagar a los Miembros de la Clase que no opten por no participar en el Acuerdo, las sanciones civiles conforme a PAGA, la Concesión de Mejora al Demandante, los honorarios y gastos del Administrador del Acuerdo y los honorarios y gastos de los abogados del Abogado de la Clase. Las porciones de los impuestos sobre la nómina de los empleados y empleadores sobre la porción de los pagos del Acuerdo atribuidos como salarios también se pagarán con cargo al Fondo del Acuerdo.

2. Fórmula de Acuerdo y distribución.

Una suma de **\$7,000** del Fondo del Acuerdo se atribuye como Acuerdo de reclamaciones por sanciones civiles bajo PAGA. El 75% (\$5,250) de esta suma se pagará a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral, y el 25% (\$1,750) de la suma se pagará a aquellos no exentos que fueron empleados del Demandado en cualquier momento durante el Período PAGA (del 8 de mayo de 2022 al 31 de marzo de 2023). Si usted es elegible para este pago, la cantidad que recibirá por esta porción del Acuerdo se muestra en la primera página de este aviso.

Después de deducir el monto del Acuerdo de sanciones civiles PAGA, la Adjudicación de Mejora al Demandante, los honorarios y gastos del Administrador del Acuerdo, y los honorarios y gastos de los abogados del Abogado de la Clase, el monto restante (“Fondo Neto del Acuerdo”) se asignará a los Miembros de la Clase proporcionalmente en función de sus respectivas Semanas Laborales durante el Período de la Clase (del 8 de mayo de 2019 al 31 de marzo de 2023). El importe que recibirá una vez que el Tribunal conceda la aprobación definitiva del Acuerdo, si no opta por no participar en el mismo, figura en la primera página de esta notificación.

No necesita hacer nada para recibir su parte en virtud del Acuerdo. Una vez que el Tribunal conceda la aprobación definitiva del Acuerdo, se le enviará por correo un cheque del Acuerdo por la parte correspondiente a la PAGA, independientemente de que opte o no por no participar en el Acuerdo. Y si no opta por no participar en el Acuerdo, el cheque del Acuerdo que se le envíe también incluirá la parte no correspondiente a PAGA.

Los importes aproximados de su parte en virtud del Acuerdo se muestran en la primera página de esta Notificación. Los importes se calcularon basándose en los registros de los Demandados sobre el número de Semanas Laborales trabajadas por usted y otros Miembros de la Clase. Si no está de Acuerdo con el número de sus Semanas Laborales indicado en este Aviso, escriba al Administrador del Acuerdo e indique el número de Semanas Laborales durante el Período de la Demanda Colectiva en las que trabajó para Mastercraft Painting, Inc. como empleado no exento en California durante el Período de la Demanda Colectiva y el Período PAGA, y adjunte todos los documentos que respalden su reclamación (como talones de pago, cheques cancelados, etc.). Para impugnar el número de sus Semanas de Trabajo, debe enviar por correo su impugnación y los documentos justificativos al Administrador del Acuerdo a más tardar el **20 de mayo de 2024**. Tenga en cuenta que el número de Semanas Laborales indicado en la página uno de este Aviso se presume correcto a menos que los documentos que presente oportunamente demuestren lo contrario.

A los fines de la declaración impositiva en virtud del Acuerdo, los pagos que se le realicen en virtud de este Acuerdo se considerarán un tercio salarios, un tercio intereses y un tercio multas. Nada de lo contenido en este Aviso o en el Acuerdo de conciliación pretende ser asesoramiento fiscal. Debe consultar a su asesor fiscal para cualquier cuestión fiscal relativa a este Acuerdo.

3. Sujeto a la aprobación final del Tribunal, las siguientes cantidades se deducirán del Fondo total del Acuerdo antes del cálculo del Fondo neto del Acuerdo: (a) \$7,000 (Siete Mil Dólares) en concepto de liquidación de las reclamaciones PAGA, (b) Los Abogados de la Clase solicitarán una adjudicación de honorarios de abogados por sus servicios en estas Demandas por un monto de \$28,333 (Veintiocho Mil Trescientos Treinta y Tres Dólares), que es un tercio del Fondo del Acuerdo, y el reembolso de los costos y gastos en los que hayan incurrido en estas Demandas por un monto que no supere los \$5,000 (Cinco Mil Dólares); (c) los Abogados de la Clase solicitarán al Tribunal una Concesión de mejora de \$5,000 (Cinco mil quinientos dólares) para el Demandante/Representante de la Clase como compensación por el tiempo y el riesgo asumidos al interponer esta Demanda como Demanda colectiva; y (c) el pago al Administrador del Acuerdo por sus costes y honorarios en la administración del Acuerdo y el proceso de pago, por un importe de \$6,500 (Seis mil quinientos dólares).

4. Exoneración. Si no desea formar parte de este Acuerdo o desea interponer su propia Demanda contra Mastercraft Painting, Inc. por las Reclamaciones Exoneradas (tal y como se definen a continuación), deberá solicitar oportunamente su exclusión del Acuerdo mediante el procedimiento descrito en esta Notificación. Si no opta efectivamente por excluirse del Acuerdo, y tras la aprobación final del Acuerdo por parte del Tribunal, usted liberará completamente todas las Reclamaciones Exoneradas (tal y como se describen a continuación):

“Reclamaciones Exoneradas” se refiere a todas y cada una de las reclamaciones presentadas contra Mastercraft Painting, Inc. en la Demanda (presentada el 8 de mayo de 2023), modificada en la Primera Demanda Modificada operativa (presentada el 15 de agosto de 2023) que surjan durante el Período de la Demanda Colectiva y el Período PAGA en base a los hechos alegados en las mismas, incluidas las reclamaciones por el supuesto incumplimiento de pagar al menos el salario mínimo por todas las horas trabajadas, el incumplimiento de proporcionar periodos de comida, el incumplimiento de proporcionar periodos de descanso, el incumplimiento de proporcionar declaraciones salariales precisas y el incumplimiento de reembolsar los gastos relacionados con el trabajo, en supuestas violaciones de las secciones 200, 203, 226, 226., 7, 510, 1182.12, 1194, 1197 y 2805.7, 510, 1182.12, 1194, 1197 y 2805 del Código Laboral de California y las disposiciones aplicables de la Orden Salarial 16. Las Reclamaciones Exoneradas también incluyen las reclamaciones derivadas de restitución bajo la sección 17200, y siguientes del Código de Negocios y Profesiones y por sanciones civiles bajo la Ley General de Abogados Privados del Código Laboral (“PAGA”), sección 2698, y siguientes del Código Laboral, surgidas durante el Período PAGA, basadas en las supuestas violaciones del Código Laboral.

Tras la aprobación definitiva de este Acuerdo por parte del Tribunal, y salvo en lo que respecta a los derechos o reclamaciones que pueda crear el Acuerdo de Conciliación, se considerará que los Miembros de la Clase que no opten por la exclusión liberan y eximen totalmente a las Partes Exoneradas, que incluyen al Demandado Mastercraft Painting, Inc. y a cada uno de sus predecesores en interés, sucesores en interés, accionistas, directores, funcionarios, gerentes, empleados y agentes de las Reclamaciones Exoneradas.

C. RECIBIR SU PARTE DEL DINERO EN VIRTUD DEL ACUERDO.

No es necesario que haga nada para recibir su parte en virtud del Acuerdo, y se le enviará por correo un cheque del Acuerdo si no opta por no participar en el mismo. El importe estimado de su parte en virtud del Acuerdo se refleja en la primera página de este aviso.

D. ¿Y SI NO HACE NADA?

Si no hace nada, seguirá siendo Miembro de la Clase del Acuerdo, y se le enviará por correo un cheque del Acuerdo tras la aprobación final del mismo, de conformidad con los términos del Acuerdo. Como Miembro de la Clase, quedará obligado por todos los términos del Acuerdo, incluida la exoneración de las Reclamaciones Exoneradas, tal y como se establece más arriba, lo que le impedirá Demandar a Mastercraft Painting, Inc. por los asuntos objeto del Acuerdo en este caso.

E. SOLICITAR LA EXCLUSIÓN DEL ACUERDO.

Si desea ser excluido del Acuerdo, debe enviar por correo una solicitud por escrito para ser excluido del Acuerdo al administrador del Acuerdo, con matasellos del 20 de mayo de 2024 o anterior, a la siguiente dirección:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Para que sea válida, su solicitud de exclusión voluntaria del Acuerdo deberá presentarse por escrito y deberá incluir su nombre (y nombres anteriores, si los hubiera), firma, dirección actual, número de teléfono y deberá recitar el siguiente texto (textualmente) u otras palabras con el mismo efecto:

Deseo optar por no participar en el Acuerdo de este caso, *Nicolas contra Mastercraft Painting, Inc.*, Tribunal Superior del Condado de Orange, Caso No. 23CV001218.

Si presenta una solicitud de exclusión por escrito, válida y a tiempo, dejará de ser Miembro de la Clase y no tendrá derecho a recibir dinero en virtud del Acuerdo ni a objetar los términos del mismo. Sin embargo, no estará obligado por los términos del Acuerdo, y podrá presentar cualquier reclamación que pueda tener, a su propio costo, contra Pirozzi Enterprises, LLC y/o Chef Alessandro Pirozzi, Inc.

F. OBJECCIÓN AL ACUERDO Y/O NOTIFICACIÓN DE INTENCIÓN DE COMPARECER.

Si no opta por no participar en el Acuerdo pero cree que éste es injusto o inadecuado en cualquier aspecto, puede oponerse al Acuerdo por escrito. También puede comparecer en la Audiencia de Aprobación Definitiva, en persona o a través de un abogado a sus expensas, siempre que notifique al Tribunal su intención de hacerlo. Todas las objeciones por escrito, documentos de apoyo y/o notificaciones de intención de comparecer en la Audiencia de Aprobación Definitiva deben (a) identificar claramente el nombre y número del caso (*Nicolas contra Mastercraft Painting, Inc.*, Número de Caso 23CV001218, (b) enviarse por correo al Administrador del Acuerdo, P.O. Box 7208, Orange, CA 92863 con matasellos del 20 de mayo de 2024 o anterior.

La objeción escrita debe estar firmada y fechada, e incluir su nombre, fechas de empleo como empleado no exento de Mastercraft Painting, Inc. en California, y una descripción completa de la base de la objeción. Un Miembro de la Clase que objete el Acuerdo seguirá siendo considerado Miembro de la Clase.

G. AUDIENCIA DE APROBACIÓN DEFINITIVA SOBRE EL ACUERDO PROPUESTO.

La Audiencia de Aprobación Definitiva sobre la imparcialidad y adecuación del Acuerdo propuesto está programada para el 12 de julio de 2024 en el Departamento 27 del Tribunal Superior del Condado de Sacramento, ubicado en 720 9th Street, Sacramento, CA 95814. La Audiencia de Aprobación Definitiva podrá continuar sin previo aviso, a menos que usted haya presentado oportunamente una objeción. No es necesario que asista a esta audiencia, a menos que presente una objeción e indique su intención de comparecer.

Cualquier Miembro de la Clase que no haya optado por la exclusión quedará vinculado por el Acuerdo aprobado por el Tribunal en la Audiencia de Aprobación Definitiva. Si no se aprueba el Acuerdo, la Demanda continuará preparándose para el juicio u otra resolución judicial.

H. INFORMACIÓN ADICIONAL.

Este Aviso sólo resume el litigio, el Acuerdo y los asuntos relacionados. Los alegatos y demás documentos de este litigio, incluido el Acuerdo de conciliación, pueden examinarse en la oficina del secretario judicial durante el horario laboral, en el Tribunal Superior de Sacramento, 720 9th Street, Sacramento, CA 95814. Los documentos también están disponibles en el sitio web del Tribunal Superior del Condado de Sacramento: <https://www.saccourt.ca.gov/indexes/online-services.aspx>.

**NO LLAME POR TELÉFONO AL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO
Si su dirección cambia o es diferente de la indicada en la primera página de este Aviso, notifíquelo de inmediato al
Administrador del Acuerdo o a los Abogados de la Clase.**

Exhibit B



CASE ASSUMPTIONS

Class Members	87
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	87
Subtotal Admin Only	\$7,049.35

Flat Fee Total **\$6,500.00**

October 3, 2023

Case: Mastercraft Painting Case, Opt-Out Administration

Phoenix Contact: Michael E. Moore
 Contact Number: 949.331.0131
 Email: mike@phoenixclassaction.com

Requesting Attorney: Justain Jusuf
 Firm: Law Offices of Justian Jusuf, APC
 Contact Number: (714) 274-9815
 Email: jjusuf@jusuf-law.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 **88** 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 day

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

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$150.00	1		\$150.00
Call Center & Long Distance	\$2.00	10		\$20.00
NCOA (USPS)	\$25.00	1		\$25.00
Total				\$595.00

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Language Translation	\$1,000.00	1		\$1,000.00
Data Merge & Duplication Scrub	\$0.10	88		\$8.80
Notice Packet & Opt-Out Form	\$1.35	88		\$118.80
Estimated Postage (up to 2 oz.)*	\$0.87	88		\$76.56
Static Website	\$200.00	1		\$200.00
Check Cashing Reminder Postcard	\$0.60	18		\$10.96
Postage Included				
Total				\$1,615.12

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	4		\$220.00
Skip Tracing Undeliverables	\$1.00	18		\$17.60
Remail Notice Packets	\$0.75	15		\$10.95
Estimated Postage	\$0.87	15		\$12.70
Programming Undeliverables	\$50.00	1		\$50.00
			Total	\$311.25

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Database	\$150.00	1		\$150.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	3		\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	4		\$40.00
Case Manager	\$85.00	2		\$170.00
			Total	\$725.00

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

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	2		\$270.00
Mail Class Checks *	\$0.90	87		\$78.30
Estimated Postage	\$0.64	87		\$55.68
			Total	\$903.98

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



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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	\$115.00	2		\$230.00
Remail Checks (Postage Included)	\$1.70	17		\$34.00
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	4		\$340.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	3		\$255.00
Final Reporting & Declarations	\$115.00	3		\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1		\$1,000.00
Check to Cy-Pres	\$150.00	1		Included
Uncashed Checks to the State of California Controllers Office Estimated <u>16</u> Total Class Members	\$300.00	1		\$300.00
Total				\$2,899.00

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

Estimate Total: \$7,049.35



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

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