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8 [Additional Counsel and party listed on the following page]

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF VENTURA

11 ALFONSO CEJA RUIZ individually and on
12 behalf of all others similarly situated, and the
13 CALIFORNIA LABOR AND WORKFORCE
14 DEVELOPMENT AGENCY, a California
governmental agency, ex rel. ALFONSO CEJA
RUIZ

15 Plaintiffs,

16 v.

17 AUTOMOTIVE RACING PRODUCTS INC., a
18 California corporation; RICHARD JACKSON,
an individual; and DOES 1-15, inclusive,

19 Defendants.

Case No.: 2023CUOE011192

Judge: Hon. Charmaine H. Buehner

**DECLARATION OF BRYN BRIDLEY
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

ELECTRONICALLY FILED
Superior Court of California
County of Ventura

08/13/2025

K. Bieker

Executive Officer and Clerk

By: Nina Lemos Deputy Clerk

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1 I, Bryn Bridley, declare as follows:

2 1. I am the Vice President of Business Development at Atticus Administration LLC
3 (“Atticus”). The following statements are based on my personal knowledge and information provided
4 to me by other Atticus employees and, if called on to do so, I could and would testify competently
5 thereto.

6 2. Atticus is serving as the Administrator¹ in the above-captioned litigation (“Action”) for
7 the purposes of administering the Settlement Agreement approved by the Court in the *Order Granting*
8 *Motion for Preliminary Approving the Class Action Settlement*, filed April 4, 2025, Case No.
9 2023CUOE011192 (“Preliminary Approval Order”).
10

11 **CLASS MEMBER DATA TRANSFER**
12

13 3. On April 19, 2025, counsel for the Defendants provided Atticus an electronic data file
14 containing, among other information, the names, last known addresses, email addresses, hire date,
15 termination date, the number of workweeks during the Class and PAGA Periods, and other unique
16 identifying information of individuals identified as Settlement Class Members. The file contained a
17 total of 362 Class Members (“Class List”).

18 4. Prior to mailing the Class Notice, Atticus updated the address information for the 362
19 Class Members on the Class List who had not excluded themselves from the Class, using data from
20 the National Change of Address (NCOA) database.² Atticus then loaded the Class List into a dedicated
21 database for this Action.
22

23
24 ¹ Capitalized terms used and not otherwise defined in this Declaration shall have the meanings given such terms
25 in the Amended Class Action and PAGA Settlement Agreement and Class Notice, dated February 28, 2025,
26 (“Settlement Agreement”).

27 ² The NCOA database is the official United States Postal Service (“USPS”) technology product which makes
28 change of address information available to mailers to help reduce undeliverable mail pieces before mail enters
the mail stream. This product is an effective tool to update address changes when a person has completed a
change of address form with the USPS. The address information is maintained in the database for 48 months.

5. On May 5, 2025, Atticus mailed the Class Notice by USPS first-class regular, postage prepaid, to the Settlement Class Members in the Class List.

7. In mid-May, it was subsequently discovered that two (2) individuals were inadvertently left off the original data file sent to Atticus. The Settlement Class increased to 364 Class Members and the Notice was mailed to these individuals on May 15, 2025, with an agreed-upon extended response deadline.

9. As of July 7, 2025, of the 364 Notices mailed, 361 or 99.17% were deemed delivered.

10. On May 5, 2025, Atticus established a Settlement-specific website (“Settlement Website”), www.ARPSettlement.com, that allows Settlement Class Members to learn more about the case and proposed Settlement. The “Home” page provides a summary of the proposed Settlement and an overview of legal rights and options. A “Settlement Documents” page provides downloadable PDF copies of important Court documents including the Settlement Agreement, Preliminary Approval Order, and Notice among other documents. The “FAQs” page provides

1 answers to frequently asked questions. There is a separate “Important Dates” page as well as a
2 “Contact Us” page detailing how Atticus can be reached by email, toll-free telephone, and mail.

3 11. Atticus also maintains an email address, ARPSettlement@atticusadmin.com
4 (“Settlement Email Address”), that permits Class Members and other individuals to submit e-mail
5 inquiries and other documentation to Atticus. As of July 7, 2025, Atticus has received three emails
6 to the Settlement Email Address. Atticus will continue to maintain the Settlement Email Address
7 throughout the Settlement administration process.
8

9 **TOLL-FREE TELEPHONE INFORMATION LINE**

10 12. On May 5, 2025, Atticus established a Settlement specific toll-free telephone number,
11 1-800-357-2021 for Class Members to call for additional Settlement information.
12

13 13. As of July 7, 2025, Atticus has handled one call from a Settlement Class Member.
14 Atticus will continue to maintain the toll-free telephone number throughout the Settlement
15 administration process.

16 **EXCLUSION REQUESTS, OBJECTIONS AND WORKWEEK CHALLENGES**

17
18 14. Class Members who did not receive an extended response deadline had until June 19,
19 2025, to complete and submit a Request for Exclusion if they did not want to participate in the
20 Settlement and receive payment, to file an objection if they did not agree with the terms of the
21 Settlement and wanted to tell the Court why, or to challenge Defendants’ records as to their total
22 Workweeks. Atticus received one (1) exclusion from John Centeno.

23 15. The two (2) Class Members who were mailed a Notice on May 15, 2025, as described
24 in paragraph 7 above, had until June 30, 2025, to timely complete and submit a Request for Exclusion,
25 or file an objection, or challenge their Workweeks.
26
27
28

1 16. As of July 7, 2025, Atticus is not aware of any Settlement objections or written
2 challenges.

3 **GROSS ESTIMATED SETTLEMENT SHARES**

4 17. Atticus calculated gross (pre-tax) estimated Settlement Shares for Settlement Class
5 Members using the formula provided in the Settlement Agreement, which deducted Attorney's fees
6 (\$656,666.66) and expenses (estimated to be \$18,425.05), Service Payment Awards to Representative
7 Plaintiffs (\$5,000.00 to Plaintiff Alfonso Ceja Ruiz and \$7,500 to Plaintiff Reynaldo Labo),
8 administrative expenses (\$11,000.00), and 75% of the \$197,000.00 (\$147,750.00) earmarked for the
9 release of Representative Plaintiffs' and each Participating Class Member's PAGA claims, which will
10 be paid to the California Labor and Workforce Development Agency, would be approved by the Court
11 when calculating the Net Settlement Amount.
12

13 18. The Net PAGA Settlement Amount of \$49,250 was divided on a *pro rata* basis
14 calculated by the number of workweeks during the PAGA period among the 298 Settlement Class
15 Members identified as PAGA Aggrieved Employees. The average PAGA payment is \$165.27.
16

17 19. The Net Class Settlement Amount is calculated based upon the foregoing, at
18 \$1,074,408.29. There were 363 Class Members during the Class Period between July 10, 2019, and
19 August 12, 2024. The average Individual Class Payment is \$2,959.65 with a maximum payment of
20 \$4,438.13 and a minimum payment of \$4.84.
21

22 **SETTLEMENT ADMINISTRATION FEES AND EXPENSES**

23 20. Atticus has performed its responsibilities as set forth in the Settlement Agreement and
24 Preliminary Approval Order. Atticus has capped their total Settlement Administration fees and
25 expenses at \$11,000.00.
26
27
28

21. Atticus will continue to administer the Settlement through all phases of Settlement administration, as required by the Settlement Agreement, Preliminary Approval Order, and pursuant to any future orders of this Court.

I declare under the penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct.

Executed on July 15, 2025, in Mendota Heights, Minnesota.


Bryn Bradley

EXHIBIT A

THIS IS A LEGAL NOTICE

On April 4, 2025, the Ventura Superior Court preliminarily approved a class action settlement in the case *Ceja Ruiz / Labo, et al. v. Automotive Racing Products, Inc., et al.*, Case Number No. 2023CUOE011192.

El 4 de abril de 2025, el Tribunal Superior de Ventura aprobó preliminarmente un acuerdo de demanda colectiva en el caso *Ceja Ruiz / Labo, et al. v. Automotive Racing Products, Inc., et al.*, Número de caso No. 2023CUOE011192.

You could get a payment from a class action settlement if you are a current or former non-exempt hourly employee of Automotive Racing Products, Inc. (hereinafter, "ARP" or "Defendant"), working for Defendant within California at any time from July 10, 2019, through August 12, 2024.

Usted podría recibir un pago de un acuerdo de una demanda colectiva si es un empleado por hora no exento actual o anterior de Automotive Racing Products, Inc. (en adelante, "ARP" o "Demandado"), que trabajó para el Demandado en California en cualquier momento desde el 10 de julio de 2019 hasta el 12 de agosto de 2024.

ARP SETTLEMENT
C/O ATTICUS ADMINISTRATION
PO BOX 64053
ST. PAUL, MN 55164

<<envelope barcode>>
Postal Service: Please do not mark barcode.
<<barcode>> - <<SEQ_ID>>

CLAIMANT ID: «Claimant_ID»
«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

This Notice is only a summary of the class action settlement. You can (and are encouraged to) access and review the full-length Notice of Class Action Settlement, with all of the Settlement terms to which you are bound at the Settlement website www.ARPSettlement.com. ARP has denied all claims in this Action and the Court has not decided the merits of the claims. To avoid litigation expenses, ARP has agreed to settle these claims. What does the Settlement provide? ARP will pay \$1,970,000.00 ("Gross Settlement Amount") to end this lawsuit. The proposed deductions from the Gross Settlement Amount for payments to the Representative Plaintiffs, Class Counsel, the Administrator, and the LWDA are included in the full-length Notice of Class Action Settlement. How much will my payment be? The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. Your estimated class payment is <<payment>> based upon Defendant's records showing you worked <<workweeks>> workweeks during the Class Period. What are my Options? To exclude yourself from the Settlement or to object to the Settlement, you must submit a written exclusion or objection by no later than June 19, 2025. Further details for excluding yourself or objecting to the Settlement are set forth in the full-length Notice of Class Action Settlement. For more information, including the full-length Notice of Class Action Settlement, go to www.ARPSettlement.com or call +1 (800) 357-2021.

Este Aviso es solo un resumen del acuerdo de esta demanda colectiva. Puede (y se le anima a) acceder y revisar la Notificación completa del Acuerdo de la Demanda Colectiva, con todos los términos del Acuerdo a los que está obligado en el sitio web del Acuerdo www.ARPSettlement.com. ARP ha negado todas las reclamaciones en esta acción y el Tribunal no ha decidido sobre los méritos de las reclamaciones. Para evitar gastos de litigio, ARP ha acordado resolver estas reclamaciones. ¿Qué proporcióna el Acuerdo? ARP pagará \$1,970,000.00 (Monto Bruto del Acuerdo para finalizar esta demanda). Las reducciones propuestas del Monto Bruto del Acuerdo para pagos a los Demandantes Representativos, Abogados de Clase, el Administrador y la LWDA están incluidas en el Aviso completo del Acuerdo de la Demanda Colectiva. ¿Cuánto será mi pago? El Administrador calculará los Pagos Individuales de Clase (a) dividiendo el Monto Neto del Acuerdo por el número total de Semanas Laborables trabajadas por todos los Miembros de la Clase Participantes, y (b) multiplicando el resultado por el número de Semanas Laborables trabajadas por cada miembro participante de la clase. Su pago estimado es <<payment>> basado en los registros del Demandado que muestran que trabajó <<workweeks>> semanas laborales durante el Período de Clase. ¿Cuáles son mis opciones? Para excluirse del Acuerdo o para objetar el Acuerdo, debe presentar una exclusión u objeción por escrito a más tardar el 19 de junio de 2025. Se establecerán más detalles de cómo excluirse u objetar el Acuerdo en el Aviso completo del Acuerdo de la Demanda Colectiva. Para más información, incluido el aviso completo del Acuerdo de la Demanda Colectiva, visite www.ARPSettlement.com o llame al +1 (800) 357-2021.