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5 Attorneys for BRETT KELLY, on behalf
of himself, all others similarly situated, and
6 on behalf of the general public.

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF STANISLAUS**

10 BRETT KELLY on behalf of himself, all
11 others similarly situated, and on behalf of the
12 general public,

13 Plaintiff,

14 v.

15 CONRAD WOOD PRESERVING CO. dba
16 CONRAD FOREST PRODUCTS; and DOES
1-100,

17 Defendants.
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Case No. CV-23-003516

[Consolidated with Case No. CV-23-004867]

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

Date: October 10, 2024

Time: 8:30 a.m.

Dept.: 24

DECLARATION OF MAYRA GONZALEZ

I, Mayra Gonzalez, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Brett Kelly v. Conrad Wood Preserving Co. dba Conrad Forest Products* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation and Settlement Agreement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, translating, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from June 26, 2019 to March 2, 2024 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during the time period from June 21, 2022 to March 2, 2024 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, Class Representative Enhancement Payment, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On May 9, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and dates of employment for each Class Member (“Class List”) during the Class Period. The final mailing list contained two hundred sixty-three (263) individuals identified as Class Members.

1 4. On June 5, 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 5. On June 14, 2024, Phoenix mailed the Notice in English and Spanish via U.S. first
6 class mail to all two hundred sixty-three (263) Class Members on the Class List. A true and correct
7 copy of the mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, thirty-three (33) Notices have been returned to
9 Phoenix. None were returned with a forwarding address. For the thirty-three (33) 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 thirty-three (33) Notices that were skip traced, twenty-three (23) updated
13 addresses were obtained and the Notice was promptly re-mailed to the Class Members via first class
14 mail.

15 7. As of the date of this declaration, ten (10) Notices remain undeliverable since an
16 updated address could not be obtained via skip trace.

17 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
18 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
19 August 14, 2024.

20 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
21 from Class Members. The deadline for objecting to the Class Settlement was August 14, 2024.

22 10. 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 August 14, 2024.

24 11. There are two hundred sixty-three (263) Class Members who did not submit timely
25 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
26 100% of the Class. Settlement Class Members have worked a collective total of twenty-three
27 thousand ninety-nine (23,099) Workweeks during the Class Period. Each Workweek is valued at
28 approximately \$21.64.

1 12. The Net Settlement Amount of \$499,937.94 available to pay Settlement Class
2 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$300,000.00)
3 and Class Counsel costs (\$26,112.06), requested Class Representative Enhancement Payment
4 (\$15,000.00), the PAGA Amount (\$50,000.00), and the requested Settlement Administration Costs
5 (\$8,950.00) from the Gross Settlement Amount (\$900,000.00).

6 13. Based upon the calculations stipulated in the Settlement, the highest Individual
7 Settlement Share to be paid is approximately \$5,290.14, while the average Individual Settlement
8 Share to be paid is approximately \$1,900.90. Settlement Class Members will be issued payment of
9 their Individual Settlement Shares subject to reduction for the employee's share of taxes and
10 withholdings with respect to the wages portion of the Individual Settlement Share (the net payment
11 is their "Individual Settlement Payment").

12 14. Additionally, \$50,000.00 of the Gross Settlement Amount has been allocated toward
13 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
14 \$37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
15 or \$12,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
16 are or were employed by Defendant during the PAGA Period. There are one hundred sixty-five
17 (165) Aggrieved Employees who worked a total of four thousand five hundred twenty-eight (4,528)
18 pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is
19 approximately \$122.25, and the average Individual PAGA Payment to be paid is approximately
20 \$75.76.

21 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
22 due separately and apart from the Gross Settlement Amount.

23 16. Phoenix's costs associated with the administration of this matter are \$8,950.00 This
24 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
25 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

3 Executed this 6th day of September 2024, at Orange, California.
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5 Mayra Gonzalez
6 MAYRA GONZALEZ
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Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF STANISLAUS

Brett Kelly, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, vs. Conrad Wood Preserving Co. dba Conrad Forest Products, Defendant
Case Nos. CV-23-003516 and Case No. CV-23-004867

NOTICE OF CLASS ACTION SETTLEMENT

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

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected by whether you act or don't act.

TO: All hourly, non-exempt employees employed by Conrad Wood Preserving Co. dba Conrad Forest Products in the State of California from June 26, 2019, to March 2, 2024.

The California Superior Court, County of Stanislaus has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned actions ("the Lawsuits"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All hourly, non-exempt employees employed by Conrad Wood Preserving Co. dba Conrad Forest Products in the State of California from June 26, 2019, to March 2, 2024.

The purpose of this Notice is to provide a brief description of the claims alleged in the Lawsuits, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

1. Why Have I Received This Notice?

Conrad Wood Preserving Co. dba Conrad Forest Products' (hereinafter referred to as "Defendant") records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from June 26, 2019, to March 2, 2024. (the "Class Period").

A Preliminary Approval Hearing was held on May 14, 2024, in the California Superior Court, County of Stanislaus. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on October 10, 2024, at 8:30 a.m., before Honorable Sonny S. Sandhu in Department 24, located at 801 10th Street, 4th Floor, Modesto, California 95354.

2. What Is This Case About?

A class action complaint against Defendant was filed in the Stanislaus County Superior Court on June 26, 2023 (Case No. CV-23-003516). The complaint alleged the following causes of action against Defendant: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Pay all Wages Due at the Time of Termination; (8) Failure to Reimburse Business Expenses; and (9) Violation of Unfair Competition Law.

A PAGA (Private Attorneys General Act of 2004) representative action complaint against Defendant was filed in the Stanislaus County Superior Court on August 28, 2023 (Case No. CV-23-004867). The complaint sought civil penalties under the PAGA in relation to the following alleged violations suffered by allegedly similar aggrieved employees: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Pay all Wages Due at the Time of Termination; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Pay All Wages Twice Per Month; (8) Failure to Reimburse Business Expenses; and (9) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy.

The two cases (Case Nos. CV-23-003516 and Case No. CV-23-004867) have been consolidated, with CV-23-003516 designated as the lead case.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member? Am I An Aggrieved Employee?*

You are a Class Member if you worked for Defendant in the State of California as an hourly, non-exempt employee from June 26, 2019, to March 2, 2024.

If you worked for Defendant in the State of California as a Class Member from June 21, 2022, to March 2, 2024, you are also an Aggrieved Employee under the settlement.

4. *How Does This Class Action Settlement Work?*

Plaintiff Brett Kelly brings these actions on behalf of himself and all other similarly situated employees who were employed by Defendant as Class Members in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class.” The settlement of these Lawsuits resolves the Released Class Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can obtain them at the Stanislaus County Superior Court, located at 801 10th Street, Modesto, California 95354, and/or by visiting the Stanislaus Superior Court website at <https://stanportal.stanct.org/search>. In the search box entitled “Case Number Search,” enter the case number CV-23-003516 and press “Search.” You may also contact Plaintiff’s counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff and the Class	Attorneys for Defendant
MARA LAW FIRM, PC David Mara Matthew Crawford 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	MEDINA MCKELVEY, LLP Alexander M. Medina Kyle W. Owen 925 Highland Pointe Drive, Suite 300 Roseville, California 95678 Telephone: (916) 960-2211 Facsimile: (916) 742-5488

The Court has decided that Mara Law Firm, PC is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863; (d) be signed by you or your lawful representative; and (e) be postmarked no later than August 14, 2024.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

8. How Do I Object to The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than August 14, 2024. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the actions or their merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims. The Released Class Claims are:

All claims alleged or could have been alleged based on the facts alleged in the Class Action which arose during the Class Period.

If you are an Aggrieved Employee, you will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims, even if you opt-out of the settlement. The Released PAGA Claims include any claims for civil penalties under the California Labor Code and the Private Attorneys General Act, to the extent such claims are predicated upon the Labor Code violations alleged or could have been alleged based on the facts alleged in the PAGA Action and Plaintiff’s notice to the LWDA which arose during the PAGA Period.

All Class Members who do not opt out of the Settlement will be enjoined from prosecuting the Released Class Claims and initiating or continuing other proceedings regarding the Released Class Claims, including but not limited to filing any claims for monetary relief of the Released Claims before the Division of Labor Standards and Enforcement (“DLSE”) or in any forum whatsoever. All Eligible Aggrieved Employees will be enjoined from prosecuting the Released PAGA Claims and from initiating or continuing other proceedings regarding the Released PAGA Claims, including but not limited to filing any claims for monetary relief of the Released PAGA Claims before the DLSE or in any forum whatsoever.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$900,000 (“Gross Settlement Amount” or “GSA”).

A. Deductions from the Settlement

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount up to \$15,000, for prosecution of the Lawsuits, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$10,000; (3) a payment of \$50,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$300,000 (33 1/3% of the Gross Settlement Amount) for attorneys’ fees and an amount not to exceed \$30,000 for litigation costs. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, the value of each Class Member’s Individual Class Settlement Share ties directly to the amount of weeks that he or she worked.

¹ “Released Parties” means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

C. How Aggrieved Employees' Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$37,500 (75% of the \$50,000 total PAGA Payment). The remaining \$12,500 is the "Net PAGA Settlement Amount" or "NPSA" and will be proportionately distributed amongst all Aggrieved Employees. Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant in California, based on the PAGA Data provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same PAGA Data, which is then multiplied by the Net PAGA Settlement Amount. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Eligible Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: «ESA_Before_Paga», less taxes. This is based on the Class Data which shows you worked «Total_Weeks» workweeks during the Class Period. The maximum number of workweeks any Class Member may have is 244.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: «PAGA_Amount». This is based on the PAGA Data which shows you worked «PAGA_Pay_Periods» pay periods during the PAGA Period. The maximum number of pay periods any Aggrieved Employee may have is 44.

E. Tax Treatment of Your Settlement Payments

Each Class Member's Individual Class Settlement Share will be apportioned as follows: 20% wages and 80% penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be from each Class Member's Individual Class Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

Nothing in this Notice is intended to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

F. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to the State of California unclaimed property fund in the name of the Class Member.

11. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 33 1/3% of the Gross Settlement Amount (\$300,000) for attorney fees and \$30,000 for litigation costs.

Defendant has paid all of their own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$15,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting kelly-v-conrad-wood-preserving.phoenixcases.com, a website maintained by the Settlement Administrator. Please refer to the Conrad Forest Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may obtain the underlying documents and papers on file with the Court by visiting the Stanislaus County Superior Court, located at 801 10th Street, Modesto, California 95354, and/or by visiting the Stanislaus Superior Court website at <https://stanportal.stanct.org/search>. In the search box entitled "Case Number Search," enter the case number CV-23-003516 and press "Search." You may also contact Plaintiffs' counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

TRIBUNAL SUPERIOR DE CALIFORNIA, CONDADO DE STANISLAUS

*Brett Kelly, en su nombre, en nombre de todos los demás en situación similar y en nombre del público en general, Demandante,
contra Conrad Wood Preserving Co. dba Conrad Forest Products, Demandado
Caso n° CV-23-003516 y Caso n° CV-23-004867*

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Un tribunal autorizó este aviso. No se trata de una solicitud.

No se trata de una Demanda contra usted y no se le está Demandando.

Sin embargo, sus derechos legales se ven afectados por el hecho de actuar o no actuar.

PARA: Todos los empleados por hora, no exentos, contratados por Conrad Wood Preserving Co. dba Conrad Forest Products en el Estado de California desde el 26 de junio de 2019 hasta el 2 de marzo de 2024.

El Tribunal Superior de California, Condado de Stanislaus, ha concedido la aprobación preliminar a una propuesta de Acuerdo (“Acuerdo”) de las Demandas arriba citadas (“las Demandas”). Debido a que sus derechos pueden verse afectados por este Acuerdo, es importante que lea detenidamente este Aviso de Acuerdo Colectivo (“Aviso”).

El Tribunal ha certificado la siguiente clase a efectos del Acuerdo (“Clase” o “Miembros de la Clase”):

Todos los empleados por hora, no exentos, contratados por Conrad Wood Preserving Co. dba Conrad Forest Products en el Estado de California desde el 26 de junio de 2019 hasta el 2 de marzo de 2024.

El propósito de este aviso es proporcionar una breve descripción de las reclamaciones alegadas en las Demandas, los términos clave del Acuerdo y sus derechos y opciones con respecto al Acuerdo.

USTED PUEDE TENER DERECHO A DINERO EN VIRTUD DEL ACUERDO COLECTIVO PROPUESTO. LEA ATENTAMENTE ESTE AVISO; LE INFORMA SOBRE SUS DERECHOS LEGALES.

QUÉ INFORMACIÓN CONTIENE ESTE AVISO

- | | |
|---|----------|
| 1. ¿Por qué he recibido este aviso? | Página 1 |
| 2. ¿De qué trata este caso? | Página 1 |
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POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O AL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

1. ¿Por qué he recibido este aviso?

Los registros de Conrad Wood Preserving Co. dba Conrad Forest Products (en adelante “Demandado”) indican que usted puede ser un Miembro de la Clase. El Acuerdo resolverá todas las Reclamaciones Exoneradas de los Miembros de la Clase, tal y como se describe en la Sección n° 9 a continuación, desde el 26 de junio de 2019 hasta el 2 de marzo de 2024 (el “Periodo de la Clase”).

El 14 de mayo de 2024 se celebró una Audiencia de Aprobación Preliminar en el Tribunal Superior de California, Condado de Stanislaus. El Tribunal certificó condicionalmente a la Clase sólo a efectos del Acuerdo y ordenó que recibiera este Aviso.

El Tribunal celebrará una Audiencia de Equidad Final relativa al Acuerdo propuesto el 10 de octubre de 2024, a las 8:30 a.m., ante el Honorable Sonny S. Sandhu en el Departamento 24, ubicado en 801 10th Street, 4th Floor, Modesto, California 95354.

2. ¿De qué trata este caso?

El 26 de junio de 2023 se presentó una Demanda Colectiva contra el Demandado en el Tribunal Superior del Condado de Stanislaus (Caso n° CV-23-003516). La Demanda alegaba las siguientes causas de acción contra el Demandado: (1) Incumplimiento en el pago de todos los salarios por tiempo regular; (2) Incumplimiento en el pago de horas extra; (3) Incumplimiento en la provisión de periodos de comida; (4) Incumplimiento en la autorización y permiso de periodos de descanso; (5) Incumplimiento en la adopción de una política conforme de pago por enfermedad/tiempo libre remunerado; (6) Incumplimiento consciente e intencionado de las disposiciones relativas a las declaraciones salariales detalladas de los empleados; (7) Incumplimiento del pago de todos los salarios adeudados en el momento de la terminación del contrato; (8) Incumplimiento del reembolso de los gastos empresariales; y (9) Violación de la Ley de Competencia Desleal.

El 28 de agosto de 2023 se presentó una Demanda de acción representativa PAGA (Ley General de Abogados Privados de 2004) contra el Demandado en el Tribunal Superior del Condado de Stanislaus (Caso N° CV-23-004867). La Demanda solicitaba sanciones civiles en virtud de la PAGA en relación con las siguientes supuestas infracciones sufridas por empleados agraviados supuestamente similares: (1) Incumplimiento en el pago de todos los salarios por tiempo regular; (2) Incumplimiento en el pago de horas extras; (3) Incumplimiento en la provisión de periodos de comida; (4) Incumplimiento en la autorización y permiso de periodos de descanso; (5)

Incumplimiento en el pago de todos los salarios adeudados en el momento del despido; (6) Incumplimiento consciente e intencionado de las disposiciones relativas a las declaraciones salariales detalladas de los empleados; (7) Incumplimiento de la obligación de pagar todos los salarios dos veces al mes; (8) Incumplimiento de la obligación de reembolsar los gastos empresariales; y (9) Incumplimiento de la obligación de adoptar una política de baja por enfermedad/tiempo libre remunerado.

Los dos casos (Caso n° CV-23-003516 y Caso n° CV-23-004867) han sido consolidados, con CV-23-003516 designado como caso principal.

El Tribunal no ha determinado si las reclamaciones presentadas por el Demandante tienen algún mérito. En otras palabras, el Tribunal no ha determinado si se ha violado alguna ley, ni ha decidido a favor del Demandante o del Demandado; en su lugar, ambas partes acordaron resolver el pleito sin ninguna decisión o admisión de quién tiene razón o no. Al acordar resolver la Demanda, todas las partes evitan los riesgos y el coste de un juicio.

El Demandado niega expresamente haber hecho nada malo o haber infringido la ley y niega además cualquier responsabilidad ante el Demandante o la Clase.

3. ¿Soy un Miembro de la clase? ¿Soy un empleado perjudicado?

Usted es Miembro de la Clase si trabajó para el Demandado en el Estado de California como empleado por hora, no exento, desde el 26 de junio de 2019 hasta el 2 de marzo de 2024.

Si usted trabajó para el Demandado en el Estado de California como Miembro de la Clase desde el 21 de junio de 2022 hasta el 2 de marzo de 2024, también es un Empleado Agraviado según el Acuerdo.

4. ¿Cómo funciona este Acuerdo Colectivo?

El Demandante Brett Kelly interpone estas acciones en su nombre y en nombre de todos los demás empleados en situación similar que fueron contratados por el Demandado como Miembros de la Clase en California en cualquier momento durante el Periodo de la Clase. El Demandante y estos otros empleados actuales y anteriores conforman una “Clase”. La conciliación de estas Demandas resuelve las Reclamaciones Exoneradas de la Clase de todos los Miembros de la Clase, según se definen en el Acuerdo de Conciliación y la Sentencia Definitiva, excepto para aquellos que se excluyan de la Clase solicitando ser excluidos de la manera que se establece a continuación.

La Demandante y los Abogados de la Clase creen que el Acuerdo es justo y razonable. El Tribunal también debe revisar los términos del Acuerdo y determinar si es justo y razonable para la Clase. En el expediente del Tribunal se encuentran los documentos del Acuerdo, que explican el Acuerdo con mayor detalle. Si desea copias de los documentos del Acuerdo, puede obtenerlas en el Tribunal Superior del Condado de Stanislaus, ubicado en 801 10th Street, Modesto, California 95354, y/o visitando el sitio web del Tribunal Superior de Stanislaus en <https://stanportal.stanct.org/search>. En la casilla de búsqueda titulada “Case Number Search,” introduzca el número de caso CV-23-003516 y pulse “Search.” También puede ponerse en contacto con el abogado del Demandante, cuya información de contacto figura más abajo, y le facilitarán una copia sin cargo alguno.

5. ¿Quiénes son los abogados que representan a las partes?

Abogados del Demandante y de la Clase de Demandantes	Abogados del Demandado
MARA LAW FIRM, PC David Mara Matthew Crawford 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Teléfono: (619) 234-2833 Fax: (619) 234-4048	MEDINA MCKELVEY, LLP Alexander M. Medina Kyle W. Owen 925 Highland Pointe Drive, Suite 300 Roseville, California 95678 Teléfono: (916) 960-2211 Fax: (916) 742-5488

El Tribunal ha decidido que el bufete de abogados Mara Law Firm, PC está cualificado para representarle a usted y a todos los demás Miembros de la Clase de Demandantes simultáneamente.

No es necesario que contrate a su propio abogado porque el abogado de la Clase está trabajando en su nombre. Pero, si desea tener su propio abogado, puede contratarlo a su costa.

6. ¿Cuáles son mis opciones?

El propósito de este aviso es informarle del Acuerdo propuesto y de sus opciones. Cada opción tiene sus consecuencias, que debe comprender antes de tomar su decisión. Sus derechos en relación con cada opción, y los pasos que debe dar para seleccionar cada una de ellas, se resumen a continuación y se explican con más detalle en este Aviso.

Nota importante: El Demandado no tomará ningún tipo de represalia contra usted por participar o no en este Acuerdo.

- **NO HACER NADA:** Si no hace nada y el Tribunal concede la aprobación definitiva del Acuerdo, pasará a formar parte de esta Demanda Colectiva y podrá recibir un pago del Acuerdo. Estará obligado a la exoneración de las Reclamaciones Exoneradas de la Clase, tal como se definen en el Acuerdo de Conciliación y en la Sentencia Definitiva. También renunciará a su derecho de perseguir las Reclamaciones Exoneradas de la Clase según se definen en la Sección N° 9 a continuación.

- **EXCLUIRSE:** Si no desea participar como Miembro de la Clase, puede “renunciar”, lo que le eliminará de la Clase y de esta Demanda Colectiva. Si el Tribunal concede la aprobación final del Acuerdo, usted no recibirá ningún pago del Acuerdo y no renunciará al derecho de Demandar al Demandado y a las Partes Exoneradas por las Reclamaciones Exoneradas de la Clase. Si usted es un Empleado Agraviado, recibirá una parte del Pago PAGA, incluso si opta por no participar en el Acuerdo.
- **OBJETAR:** Puede presentar una objeción legal al Acuerdo propuesto. Si desea objetar, no puede optar por salirse de este caso.

7. *¿Cómo puedo optar por no participar o excluirme de este Acuerdo?*

Si no desea participar en el Acuerdo, debe enviar por correo una solicitud de exclusión por escrito al administrador del Acuerdo. La solicitud de exclusión por escrito deberá (a) indicar su nombre, dirección, número de teléfono y número de la seguridad social o número de identificación de empleado; (b) indicar su intención de excluirse o de optar por no participar en el Acuerdo; (c) estar dirigida al Administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863; (d) estar firmada por usted o por su representante legal; y (e) llevar matasellos no posterior al 14 de agosto de 2024.

Si el Tribunal aprueba el Acuerdo en la Audiencia de Aprobación Definitiva, el Tribunal dictará una Sentencia. Si no solicita la exclusión del Acuerdo, la Sentencia le vinculará a los términos del Acuerdo. Si usted es un Empleado Agraviado, recibirá una parte del Pago PAGA, incluso si opta por excluirse del Acuerdo.

8. *¿Cómo me opongo al Acuerdo?*

Si usted es un Miembro de la Clase que no opta por no participar en el Acuerdo, puede objetar al Acuerdo, personalmente o a través de un abogado, presentando su objeción por escrito, firmada, fechada y enviada por correo al Administrador del Acuerdo con matasellos no posterior al 14 de agosto de 2024. La objeción debe indicar: (a) su nombre completo, dirección y número de teléfono; (b) las palabras “Notificación de Objeción” u “Objeción Formal”; (c) describir, en términos claros y concisos, los argumentos legales y fácticos que respaldan la objeción; (d) enumerar los testigos identificables que puede llamar a declarar en la Audiencia de Aprobación Definitiva; y (e) proporcionar copias fieles y correctas de cualquier prueba(s) que pretenda ofrecer en la Audiencia de Aprobación Definitiva. La objeción no será válida si sólo objeta la idoneidad de las acciones o sus méritos.

Los Miembros de la Clase pueden comparecer en la Audiencia de Aprobación Definitiva, ya sea en persona o a través del propio abogado del objetor. Si el Tribunal rechaza la objeción, recibirá el pago de una Participación Individual en el Acuerdo y quedará vinculado por los términos del Acuerdo.

9. *¿Cómo afecta este Acuerdo a mis derechos? ¿Qué son las Reclamaciones Exoneradas?*

Si el Acuerdo propuesto es aprobado por el Tribunal, éste dictará una Sentencia Definitiva. Todos los Miembros de la Clase que no opten por no participar en el Acuerdo quedarán vinculados por la Sentencia Definitiva del Tribunal y liberarán al Demandado y a las Partes Exoneradas¹ de las Reclamaciones Exoneradas de la Clase. Las Reclamaciones Exoneradas de la Clase son:

Todas las reclamaciones alegadas o que podrían haberse alegado basándose en los hechos alegados en la Demanda Colectiva que surgieron durante el Periodo de la Demanda Colectiva.

Si usted es un Empleado Agraviado, estará obligado por la Sentencia Definitiva y liberará a las Partes Exoneradas de las Reclamaciones PAGA Exoneradas, incluso si opta por no participar en el Acuerdo. Las Reclamaciones PAGA Exoneradas incluyen cualquier reclamación por sanciones civiles bajo el Código Laboral de California y la Ley General de Abogados Privados, en la medida en que dichas reclamaciones se basen en las violaciones del Código Laboral alegadas o que podrían haberse alegado en base a los hechos alegados en la Acción PAGA y la notificación del Demandante a la LWDA que surgieron durante el Periodo PAGA.

Se prohibirá a todos los Miembros de la Clase que no opten por no participar en el Acuerdo que procesen las Reclamaciones Exoneradas de la Clase y que inicien o continúen otros procedimientos con respecto a las Reclamaciones Exoneradas de la Clase, incluyendo, pero sin limitarse a, la presentación de cualquier reclamación de compensación monetaria de las Reclamaciones Exoneradas ante la División de Normas Laborales y Cumplimiento (“DLSE”) o en cualquier foro. A todos los Empleados Agraviados Elegibles se les prohibirá procesar las Reclamaciones PAGA Exoneradas y de iniciar o continuar otros procedimientos con respecto a las Reclamaciones PAGA Exoneradas, incluyendo pero no limitándose a la presentación de cualquier reclamación de alivio monetario de las Reclamaciones PAGA Exoneradas ante la DLSE o en cualquier foro.

10. *¿Cuánto puedo esperar recibir de este Acuerdo?*

La cantidad máxima total que el Demandado podría verse obligado a pagar en virtud del presente Acuerdo será de hasta \$900,000, pero no superior a (“Cantidad bruta del Acuerdo” o “GSA”).

A. Deducciones del Acuerdo

El “Importe Neto del Acuerdo” o “NSA” significa la porción del Importe Bruto del Acuerdo, disponible para su distribución a los Miembros de la Clase después de la deducción de (1) el Pago de Complemento del Representante de la Clase al Demandante nombrado

¹ “Partes Exoneradas” se refiere al Demandado y sus funcionarios, directores, empleados, representantes, administradores, abogados, agentes, compañías matrices, subsidiarias y corporaciones y entidades afiliadas, consultores, accionistas, empresas conjuntas, predecesores, sucesores y/o cesionarios, pasados, presentes y/o futuros, directos y/o indirectos.

en una cantidad de hasta \$15,000, para el procesamiento de las Demandas, los riesgos asumidos para el pago de los honorarios y costos de los abogados, y una liberación general de todas las reclamaciones; (2) los costes de administración del Acuerdo al administrador del Acuerdo por un importe estimado no superior a \$10,000; (3) un pago de \$50,000 asignado a las Demandas PAGA; y (4) un pago a los abogados de la Clase por un importe no superior a \$300,000 (33 1/3% del importe bruto del Acuerdo) en concepto de honorarios de abogados y un importe no superior a \$30,000 en concepto de costas procesales. Todos estos pagos están sujetos a la aprobación del tribunal.

B. Cómo se calculan los pagos del Acuerdo Colectivo

Una vez deducidas las partidas mencionadas anteriormente, el Importe Neto del Acuerdo restante, se distribuirá proporcionalmente entre todos los Miembros de la Clase que no hayan optado por la exclusión. Cada Miembro Participante de la Clase recibirá una parte proporcional del Monto Neto del Acuerdo que es igual a (i) el número de semanas que trabajó para el Demandado en California, basado en los Datos de la Clase proporcionados por el Demandado, dividido por (ii) el número total de semanas trabajadas por todos los Miembros Participantes de la Clase basado en los mismos Datos de la Clase, que luego se multiplica por el Monto Neto del Acuerdo. Un día trabajado en una semana determinada se acreditará como una semana de trabajo a efectos de este cálculo. Por lo tanto, el valor de la Participación Individual en el Acuerdo Colectivo de cada Miembro de la Clase está directamente vinculado a la cantidad de semanas que haya trabajado.

C. Cómo se calculan los pagos del Acuerdo de los empleados perjudicados

Si usted es un Empleado Agraviado bajo el Acuerdo, también recibirá una porción del Pago PAGA. Conforme a PAGA, la LWDA recibirá un pago de \$37,500 (75% del Pago PAGA total de \$50,000). Los \$12,500 restantes son el “Monto Neto del Acuerdo PAGA” o “NPSA” y serán distribuidos proporcionalmente entre todos los Empleados Agraviados. Cada Empleado Agraviado recibirá una parte proporcional del Monto Neto del Acuerdo PAGA que es igual a (i) el número de periodos de pago que él o ella trabajó para el Demandado en California, en base a los Datos PAGA proporcionados por el Demandado, dividido por (ii) el número total de periodos de pago trabajados por todos los Empleados Agraviados en base a los mismos Datos PAGA, que luego se multiplica por el Monto Neto del Acuerdo PAGA. Un día trabajado en un periodo de pago determinado se acreditará como un periodo de pago a efectos de este cálculo. Por lo tanto, el valor de la Parte Individual del Acuerdo PAGA de cada Empleado Agraviado Elegible se vincula directamente con la cantidad de periodos de pago que trabajó.

D. Su pago estimado del Acuerdo

Aunque su parte exacta del Importe Neto del Acuerdo como Miembro de la Clase no puede calcularse con precisión hasta que concluya el plazo durante el cual las personas pueden presentar objeciones o solicitar su exclusión del Acuerdo, basándose en el cálculo anterior, su parte aproximada del Importe Neto del Acuerdo, es la siguiente: «ESA_Before_Paga», menos impuestos. Esto se basa en los Datos de la Clase que muestran que usted trabajó «Total_Weeks» Semanas Laborales durante el Periodo de la Clase. El número máximo de Semanas Laborales que puede tener cualquier Miembro de la Clase es 244.

Si usted también es un Empleado Agraviado, recibirá una parte del Importe Neto del Acuerdo PAGA. Basándose en el cálculo anterior, su parte aproximada del Importe Neto del Acuerdo PAGA, es la siguiente: «PAGA_Amount». Esto se basa en los Datos PAGA que muestran que usted trabajó «PAGA_Pay_Periods» periodos de pago durante el Periodo PAGA. El número máximo de periodos de pago que puede tener cualquier Empleado Agraviado es 44.

E. Tratamiento fiscal de los pagos de su Acuerdo

La Parte Individual del Acuerdo Colectivo de cada Miembro de la Clase se prorratará de la siguiente manera: 20% salarios y 80% sanciones e intereses. Las cantidades pagadas en concepto de salarios estarán sujetas a todas las retenciones fiscales que habitualmente se efectúan sobre los salarios de un empleado y a todas las demás retenciones autorizadas y exigidas, y se declararán mediante formularios W-2. El pago de todas las cantidades se efectuará sujeto a retención a menos que se reciba del beneficiario o beneficiarios un formulario W-9 debidamente cumplimentado. Las cantidades pagadas en concepto de sanciones e intereses estarán sujetas a todas las retenciones autorizadas y exigidas distintas de las retenciones de impuestos que se efectúan habitualmente sobre los salarios de los empleados y se comunicarán mediante los formularios 1099 del IRS. Únicamente la parte correspondiente al empleado de las retenciones del impuesto sobre nóminas procederá de la Participación Individual en el Acuerdo Colectivo de cada Miembro de la Clase. La parte del empleador de las retenciones del impuesto sobre la nómina se pagará por separado y además del Monto Bruto del Acuerdo.

Si usted es un empleado agraviado, su parte individual del Acuerdo PAGA se prorratará como sanciones al 100%. Esto no se reducirá por las retenciones y deducciones del impuesto sobre la nómina. El Administrador del Acuerdo emitirá a cada Empleado Agraviado un Formulario 1099 del IRS con respecto a su Parte Individual del Acuerdo PAGA.

Nada de lo contenido en este Aviso pretende constituir asesoramiento legal en relación con la responsabilidad fiscal de ningún Miembro de la Clase o Empleado Agraviado. En la medida en que se interprete que este Aviso contiene o constituye asesoramiento en relación con cualquier cuestión fiscal federal, estatal o local, dicho asesoramiento no está destinado ni escrito para ser utilizado, y no puede ser utilizado, por ninguna persona con el fin de evitar cualquier responsabilidad fiscal o sanciones.

F. ¿Qué ocurre si no cobra su cheque?

Se recomienda encarecidamente que, al recibir su cheque del Acuerdo, lo cobre inmediatamente o lo haga efectivo antes de la fecha de caducidad de 180 días que aparece en cada cheque. Si alguno de los cheques sigue sin cobrarse o no se ha depositado al expirar el plazo de 180 días, el Administrador del Acuerdo abonará la cantidad que represente el cheque al fondo de propiedad no reclamada del Estado de California a nombre del Miembro de la Clase.

11. ¿Cómo se pagará a los abogados de la Clase y al representante de la Clase?

Los abogados de la Demandante y de la Clase serán pagados con el Monto Bruto del Acuerdo. Sujeto a la aprobación del Tribunal, se pagará a los abogados de la Demandante y de la Clase una cantidad que no excederá el 33 1/3% del Importe Bruto del Acuerdo (\$300,000) en concepto de honorarios de abogados y \$30,000 en concepto de costas procesales.

El Demandado ha pagado todos los honorarios y costas de sus propios abogados.

Al Demandante también se le pagará, sujeto a la aprobación del Tribunal, una cantidad que no excederá los \$15,000, como mejora por el inicio y la prosecución de este caso, los riesgos asumidos por el pago de los costes en caso de que este caso se hubiera perdido, y una exención general de todas las reclamaciones.

SI NECESITA MÁS INFORMACIÓN O TIENE CUALQUIER PREGUNTA, puede ponerse en contacto con los abogados de la Clase de Demandantes mencionados anteriormente, o con el administrador del Acuerdo en el número de teléfono gratuito que se indica a continuación. También puede obtener documentos relacionados con este caso y este Acuerdo visitando kelly-v-conrad-wood-preserving.phoenixcases.com, un sitio web mantenido por el administrador del Acuerdo. Consulte el Acuerdo Colectivo de Conrad Forest.

Este Aviso no contiene todos los términos del Acuerdo propuesto ni todos los detalles de este procedimiento. Para obtener información más detallada, puede obtener los documentos y papeles subyacentes archivados en el Tribunal visitando el Tribunal Superior del Condado de Stanislaus, ubicado en 801 10th Street, Modesto, California 95354, y/o visitando el sitio web del Tribunal Superior de Stanislaus en <https://stanportal.stanct.org/search>. En la casilla de búsqueda titulada “Case Number Search”, introduzca el número de caso CV-23-003516 y pulse “Search”. También puede ponerse en contacto con los abogados de los Demandantes, cuya información de contacto figura más arriba, y ellos le facilitarán gratuitamente una copia de los documentos del Acuerdo o del caso.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O AL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

Exhibit B



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CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	261
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	258
Subtotal Admin Only	\$8,950.00

Not-to-Exceed Total \$8,950.00

For 261 Members

Pricing Good for Scope of Estimate Only

February 20, 2024

Case: Kelly v. Conrad Wood Preserving Opt-Out wTranslation

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

Requesting Attorney: Matt Crawford
Firm: Mara Law Firm
Contact Number: (619) 234-2833
Email: mcrawford@maralawfirm.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 261 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$140.70	1	\$140.70
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$115.00	2	\$230.00
Total			\$902.70

* 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	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	261	\$65.25
Notice Packet & Opt-Out Form	\$1.75	261	\$456.75
Estimated Postage (up to 2 oz.)*	\$0.87	261	\$227.07
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$2,249.07

* 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	3	\$165.00
Skip Tracing Undeliverables	\$2.00	52	\$104.40
Remail Notice Packets	\$1.75	52	\$91.35
Estimated Postage	\$0.87	52	\$45.41
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$506.16

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$3.00	4	\$12.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$587.00

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	2	\$200.00
Disbursement Review	\$100.00	2	\$200.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$1.75	258	\$452.18
Estimated Postage	\$0.64	258	\$165.37
Total			\$1,832.55

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	52	\$77.52
Case Associate	\$50.00	3	\$150.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	3	\$375.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,250.00	1	\$1,250.00
Total			\$2,872.52

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

Estimate Total: \$8,950.00



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.