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Attorneys for Plaintiff Bernardo Duran, on behalf of himself all others similarly situated, the general public, and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL

BERNARDO DURAN, on behalf of himself all others similarly situated, the general public, and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

J.S. HOMEN TRUCKING, INC., a California corporation, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: ECU004017

Assigned to the Hon. L. Brooks Anderholt, Dept. 9

CLASS ACTION

DECLARATION OF JARROD SALINAS OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Date: November 3, 2025
Time: 8:30 a.m.
Dept.: 9

Complaint Filed: March 25, 2025

DECLARATION OF JARROD SALINAS

I, Jarrod Salinas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Duran v. J.S. Homen Trucking, Inc.* (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 Settlement Agreement and Release of Claims ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of Pay Periods each Class Member worked during the period from April 16, 2022, and April 30, 2025 ("Class Period") and the number of Pay Periods that each Aggrieved Employee worked during the time period from December 14, 2022, and April 30, 2025 ("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 Pay Periods 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, the 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 August 14, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and Pay Periods for each Class Member ("Class List") during the Class Period. The final mailing list contained 66 individuals identified as Class Members.

4. On August 15, 2025, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous 4 years and notified the U.S. Postal Service of their change of address.

5. On August 22, 2025, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all 66 Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

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

7. As of the date of this declaration, all Notices are considered deliverable.

8. As of the date of this declaration, Phoenix has received zero Request for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was October 6, 2025.

9. As of the date of this declaration, Phoenix has received zero Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was October 6, 2025.

10. As of the date of this declaration, Phoenix has received zero Workweek disputes from Class Members. The deadline for submitting a dispute was October 6, 2025.

11. There are 66 Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of 2,448 Pay Periods during the Class Period. Each Workweek is valued at approximately $10.81.

12. The Net Settlement Amount of $26,462.73 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($23,100.00), and Class Counsel costs ($3,687.27), requested Enhancement Payment ($1,500.00), the PAGA Amount ($6,000.00), and the requested Settlement Administration Costs ($5,250.00) from the Gross Settlement Amount ($66,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $789.13, the lowest Individual Settlement Share to be paid is approximately $10.81, while the average Individual Settlement Share to be paid is

approximately $400.95. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

14. Additionally, $6,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $4,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $1,500.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are 55 Aggrieved Employees who worked a total of 1,868 Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $45.77, and the average Individual PAGA Payment to be paid is approximately $27.27.

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

16. Phoenix's costs associated with the administration of this matter are $5,250.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 6th day of October 2025, at Orange, California.

Jarrod Salinas

JARROD SALINAS

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF IMPERIAL

BERNARDO DURAN, on behalf of himself all others similarly situated, the general public, and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*, Plaintiff, v. J.S. HOMEN TRUCKING, INC., a California corporation, and DOES 1 through 10, inclusive, Defendants.	CASE NO: ECU004017 *Assigned to the Hon. L. Brooks Anderholt* **NOTICE OF PENDENCY OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL HEARING**

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

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

- YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Bernardo Duran ("Plaintiff") and Defendant J.S. Homen Trucking, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Duran v. J.S. Homen Trucking, Inc*., Imperial County Superior Court, Case No. ECU004017, which may affect your legal rights. On July 21, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on November 3, 2025, at 8:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the Settlement.
- The settlement resolves a wage and hour class action and Private Attorneys General Act of 2004 ("PAGA") lawsuit against Defendant, alleging that Defendant failed to timely issue final wages upon separation of employment and issue accurate and complete itemized wage statements. The settlement also alleges violation of the Business and Professions Code and seeks to recover penalties pursuant to PAGA. The Settlement avoids costs and risks of continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.
- Defendant denies liability and believes all appropriate wages were paid and that it otherwise complied with any Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.
- The Court has not made a ruling on the merits of the case or decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action Settlement and Release ("Settlement" or "Settlement Agreement").
- The settlement will provide $66,000 to resolve the claims to all individuals who worked for Defendant as non-exempt employees in California at any time from April 16, 2022, and April 30, 2025. The Lawyers for the employees will ask the Court to award them up to $23,100 as attorneys' fees and $6,000 as expenses from the total settlement amount for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement, although you still qualify to be paid a share of the PAGA Settlement. This is the only option that allows you to ever be part of any other lawsuit against J.S. Homen Trucking, Inc. about the legal claims that were brought in this case.
Objecting	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On March 25, 2025, Plaintiff Bernardo Duran ("Plaintiff"), a former employee of J.S. Homen Trucking, Inc., filed this lawsuit in the Imperial County Superior Court. The lawsuit alleges violations of the California Labor Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendant at any time between April 16, 2022 and April 30, 2025 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were neither timely issued final wages upon separation of employment and nor issued accurate and complete itemized wage statements. The Settlement seeks recovery of statutory and civil penalties, restitution, attorneys' fees and costs. Defendant denies all of the allegations in the lawsuit. Defendant denies that it owes Class Members any remedies and believes that it paid Class Members fairly. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

<u>Plaintiff's Attorney</u>
Evan S. Gaines, Esq.
Gaines Law Corporation
4550 E Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone (805) 892-8200

<u>Defendant's Attorney</u>
John L. Migliazzo, Esq.
Migliazzo Law, PC
5088 North Fruit Avenue, Suite 102
Fresno, CA 93711
Phone: (559) 319-5080

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes he would have prevailed on his claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class? Who is an Aggrieved Employee

The Settlement encompasses a class composed of all non-exempt, hourly employees who have, or continue to, work for Defendant in California from April 16, 2022, and April 30, 2025. Aggrieved Employees are those Class Members employed between December 14, 2022, and April 30, 2025.

C. What does the Settlement provide?

1. Maximum Settlement Amount.

The Settlement provides that Defendant will pay $66,000 (the "Maximum Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Maximum Settlement Amount that will be available for distribution to Aggrieved Employees and Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds amount is the Maximum Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel's Attorneys' Fees** in an amount set by the Court, not to exceed $23,100;

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed $6,000;

(c) **Enhancement Payment to the Class Representative** in an amount set by the Court, not to exceed $1,500 for his service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed $5,250, for administering the settlement; and

(e) **PAGA Payment** in the total amount of $6,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). 75% or $4,500, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25% or $1,500, shall be included in the Net Settlement Proceeds for payment to Aggrieved Employees.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Maximum Settlement Amount, Plaintiff and all Class Members who do not opt out of the settlement will release any and all claims that are alleged or reasonable could have been alleged the Complaint during employment in a non-exempt position in California during the Class Period. Aggrieved Employees will release any and all claims that are alleged or reasonable could have been alleged for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff's Complaint during employment in a non-exempt position in California during the PAGA Period. The "Released Parties" shall include Defendant, as well as Defendant's shareholders, members, partners, officers, directors, managers, employees, principals, affiliates, agents, parent companies, subsidiary companies, affiliated companies, predecessors-in-interest, successors-in-interest, and all other affiliated entities and persons, including Joe S. Homen and Margaret Homen.

E. <u>How Is My Share Of The Settlement Calculated?</u>

Each participating Class Member (those who do not opt out of the Settlement) shall receive an "Individual Payment Amount," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee even if they opt out of the class settlement.

The class portion of the Individual Payment Amounts will be determined by dividing the Net Settlement Proceeds, less the $1,500 PAGA allocation, by the total number of pay periods by the entire Settlement Class during the Class Period, net of opt outs, resulting in the class pay period value; and then multiplying the class pay period value by the number of pay periods worked by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amounts will be determined by dividing the PAGA settlement amount ($1,500) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA pay period value; and then multiplying the PAGA pay period value by the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

For tax purposes, each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked «Total_Pay_Periods» pay periods while employed as a non-exempt employee in California from April 16, 2022, and April 30, 2025. Based on these pay periods worked, you are entitled to an Individual Payment Amount of approximately «ESA_Before_Paga», and you worked «PAGA_Pay_Periods» pay periods while employed as a non-exempt employee in California from December 14, 2022, and April 30, 2025. Based on these pay periods, you are entitled to a PAGA payment share of approximately «PAGA_Amount». This amount is subject to change based on the final ruling of the Court.

<u>Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise.</u> If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than October 6, 2025. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

F. <u>When Will I Be Paid?</u>

After the Courts grants approval of the settlement, you will receive your Individual Payment Amount within 30 days of the date the Court signed the order.

<u>THE SETTLEMENT HEARING</u>

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on November 3, 2025, at 8:30 a.m., in the Courtroom of Judge L. Brooks Anderholt, of the Imperial County Superior Court, Department 9, located at 939 Main St, El Centro, California 92243. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorney's fees and costs to be awarded to Plaintiff's Attorney; and (v) the amount that should be awarded to Plaintiff as an enhancement payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, <u>but you are not required to do so</u>. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – *DO NOTHING AND PARTICIPATE IN THE SETTLEMENT***

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than October 6, 2025. The Settlement Administrator's address is Phoenix Settlement Administrators, PO Box 7208, Orange, CA 92863.

- **OPTION 2 – *OBJECT TO THE SETTLEMENT***

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at Phoenix Settlement Administrators, PO Box 7208, Orange, CA 92863. Written objections must be postmarked no later than October 6, 2025.

- **OPTION 3 – *EXCLUDE YOURSELF FROM THE SETTLEMENT***

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement, although you will be bound by the PAGA Settlement. You will not be bound by a class judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than October 6, 2025.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Imperial County Superior Court, located at 939 Main St, El Centro, CA 92243.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at Phoenix Settlement Administrators, PO Box 7208, Orange, CA 92863, 800-344-8851.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE IMPERIAL

BERNARDO DURAN, en nombre propio y en el de todos los demás en situación similar, el público en general y todos los "empleados agraviados" de conformidad con el Código Laboral § 2698 *y siguientes,* Demandante, Contra J.S. HOMEN TRUCKING, INC., una sociedad de California, y Asociados, ambos inclusive, Demandados.	N.º DE CASO: ECU004017 *Asignado al Honorable L. Brooks Anderholt* **NOTIFICACIÓN DE PENDENCIA DE UN ACUERDO PROPUESTO DE DEMANDA COLECTIVA Y AUDIENCIA FINAL**

PUEDE TENER DERECHO A RECIBIR DINERO DE UN ACUERDO

LEA ATENTAMENTE ESTE AVISO. SUS DERECHOS PUEDEN VERSE AFECTADOS.

Un tribunal de California ha autorizado este aviso. No se trata de una solicitud de servicios legales.

- SE LE NOTIFICA QUE: Se ha llegado a un Acuerdo de Demanda colectiva entre el Demandante Bernardo Durán ("Demandante") y el Demandado J.S. Homen Trucking, Inc. ("Demandado") (el Demandante y el Demandado se denominan colectivamente las "partes") en el caso titulado *Duran contra J.S. Homen Trucking, Inc.*, Tribunal Superior del Condado de Imperial, caso n.º ECU004017, que puede afectar a sus derechos legales. El 21 de julio de 2025, el Tribunal concedió la aprobación preliminar del Acuerdo y programó una audiencia para el 3 de noviembre de 2025, a las 8:30 a.m. ("Audiencia de Aprobación Definitiva") para determinar si el Tribunal debe conceder o no la aprobación definitiva del Acuerdo.
- El Acuerdo resuelve una Demanda colectiva por salarios y horas y una Demanda en virtud de la Ley General de Abogados Privados de 2004 ("PAGA") contra el Demandado, en la que se alega que el Demandado no pagó a tiempo los salarios finales al término de la relación laboral y no emitió declaraciones de salarios detalladas, precisas y completas. El Acuerdo también alega la violación del Código de Negocios y Profesiones y busca recuperar las sanciones de conformidad con la PAGA. El Acuerdo evita los costos y riesgos de continuar con la Demanda; paga dinero a los empleados; y exime al Demandado de responsabilidad por las reclamaciones presentadas en esta Demanda.
- El Demandado niega su responsabilidad y considera que se pagaron todos los salarios correspondientes y que, por lo demás, cumplió con todas las obligaciones del Código Laboral. Las partes discrepan sobre la cantidad de dinero que se habría concedido si los empleados hubieran ganado el juicio.
- El Tribunal no se ha pronunciado sobre el fondo del asunto ni ha fallado a favor del Demandante o del Demandado. En su lugar, ambas partes han acordado un Acuerdo, que se recoge en la Estipulación Conjunta de Acuerdo Colectivo y Exención de Responsabilidad ("Acuerdo" o "Acuerdo de Conciliación").
- El Acuerdo proporcionará $66,000 estadounidenses para resolver las reclamaciones de todas las personas que trabajaron para el Demandado como empleados no exentos en California en cualquier momento entre el 16 de abril de 2022 y el 30 de abril de 2025. Los abogados de los empleados solicitarán al tribunal que les conceda hasta $23,100 en concepto de honorarios y $6,000 en concepto de gastos, con cargo al importe total del Acuerdo, por investigar los hechos, litigar el caso y negociar el Acuerdo. Este importe se pagará con cargo al importe del Acuerdo.

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO:	
No hacer nada	No es necesario que haga nada si desea recibir el pago del Acuerdo. Si el tribunal aprueba el Acuerdo, se le enviará automáticamente por correo un cheque de Acuerdo a la dirección que figura en los archivos del Administrador del Acuerdo. Si su dirección ha cambiado, debe notificar al Administrador del Acuerdo su nueva dirección. A cambio del pago del Acuerdo, usted exonerará al Demandado de cualquier reclamación, tal y como se detalla a continuación.
Excluirse	Para excluirse, debe enviar una Solicitud de exclusión por escrito al Administrador del Acuerdo antes de la fecha límite correspondiente, tal y como se detalla a continuación. Si solicita la exclusión, es posible que no reciba dinero del Acuerdo, aunque seguirá teniendo derecho a recibir una parte del Acuerdo PAGA. Esta es la única opción que le permite formar parte de cualquier otra Demanda contra J.S. Homen Trucking, Inc. en relación con las reclamaciones legales que se presentaron en este caso.
Objetar	Escriba al Administrador del Acuerdo explicando por qué no está de Acuerdo con el Acuerdo antes de la fecha límite aplicable, tal y como se detalla a continuación, y/o comparezca en la Audiencia de Aprobación Definitiva para presentar una objeción oral.
Acudir a una audiencia	Pida hablar en el tribunal sobre la equidad del Acuerdo, tal y como se detalla a continuación.

¿POR QUÉ HA RECIBIDO ESTE AVISO?

Este aviso explica un Acuerdo propuesto para una Demanda colectiva y le informa de sus derechos legales en virtud de dicho Acuerdo. Usted recibe este aviso porque puede ser miembro de la Clase en cuyo nombre se ha presentado esta Demanda colectiva.

¿DE QUÉ TRATA ESTA DEMANDA?

El 25 de marzo de 2025, el Demandante Bernardo Durán ("el Demandante"), antiguo empleado de J.S. Homen Trucking, Inc., presentó esta Demanda ante el Tribunal Superior del Condado Imperial. La Demanda alega violaciones del Código Laboral de California. La Demanda busca certificar una Clase de todos los empleados actuales y antiguos no exentos de California del Demandado en cualquier momento entre el 16 de abril de 2022 y el 30 de abril de 2025 ("Período de la Clase"). En concreto, la Demanda alega que a los miembros de la Clase no se les pagaron puntualmente los salarios finales al cesar en su empleo y tampoco se les entregaron nóminas detalladas, precisas y completas. El Acuerdo busca la recuperación de las sanciones legales y civiles, la restitución, los honorarios de los abogados y las costas. El Demandado niega todas las alegaciones de la Demanda. El Demandado niega que deba a los miembros de la Clase ninguna indemnización y cree que les pagó de manera justa. El Tribunal no se ha pronunciado sobre el fondo del asunto.

Los abogados de las partes son:

Abogado del Demandante	Abogado del Demandado
Evan S. Gaines, Esq.	John L. Migliazzo, Esq.
Gaines Law Corporation	Migliazzo Law, PC
4550 E Thousand Oaks Blvd., Suite 100	5088 North Fruit Avenue, Suite 102
Westlake Village, CA 91362	Fresno, CA 93711
Teléfono (805) 892-8200	Teléfono: (559) 319-5080

RESUMEN DEL ACUERDO

A. ¿Por qué hay un Acuerdo?

El Tribunal no falló a favor del Demandante ni del Demandado. El Demandante cree que habría ganado el juicio. El Demandado no cree que el Demandante hubiera ganado nada en un juicio. No ha habido juicio. En su lugar, ambas partes acordaron un Acuerdo, que se recoge en el Acuerdo de Conciliación y Exención de Reclamaciones ("Acuerdo" o "Acuerdo de Conciliación"), con el fin de evitar los costes, riesgos e incertidumbres adicionales de un juicio. El Demandante y los abogados del Demandante consideran que el Acuerdo es justo, razonable, adecuado y en el mejor interés de todos los miembros de la Clase.

B. ¿Quiénes forman parte del Acuerdo Colectivo? ¿Quién es un empleado agraviado?

El Acuerdo abarca una Clase compuesta por todos los empleados por hora no exentos que hayan trabajado o sigan trabajando para el Demandado en California entre el 16 de abril de 2022 y el 30 de abril de 2025. Los Empleados Agraviados son aquellos Miembros de la Clase empleados entre el 14 de diciembre de 2022 y el 30 de abril de 2025.

C. ¿Qué establece el Acuerdo?

1 Importe máximo del Acuerdo.

El Acuerdo establece que el Demandado pagará $66,000 (el "Importe máximo del Acuerdo") para resolver la Demanda.

2. Ingresos netos del Acuerdo.

Los "Ingresos Netos del Acuerdo" son la parte del Importe Máximo del Acuerdo que estará disponible para su distribución entre los Empleados Agraviados y los Miembros de la Clase que no presenten solicitudes de exclusión válidas y dentro del plazo establecido a cambio de la exención de sus reclamaciones colectivas. El importe de los Ingresos Netos del Acuerdo es el Importe Máximo del Acuerdo menos los siguientes importes que se solicitarán en la Audiencia de Aprobación Definitiva y que están sujetos a comentarios u objeciones por parte de los Miembros Participantes de la Clase. El Tribunal fijará estos importes en la Audiencia de Aprobación Definitiva.

(a) **Los honorarios de los abogados de la Clase**, en la cantidad que determine el Tribunal, sin exceder los $23,100;

(b) **Los costos/gastos de litigio documentados de los abogados de la Clase**, en la cantidad que determine el Tribunal, sin exceder los $6,000;

(c) **Pago adicional al representante de la Clase** en la cantidad que determine el Tribunal, que no excederá de $1,500 por sus servicios en la Demanda;

(d) **Los costes de administración del Acuerdo,** que actualmente se estiman en un importe no superior a $5,250, por la administración del Acuerdo; y

(e) **Pago PAGA** por un importe total de $6,000 para la resolución de reclamaciones derivadas de la Ley General de Abogados Privados de California ("PAGA"). 75 % o $4,500, se pagará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA"). El 25 % restante, o $1,500, se incluirá en los ingresos netos del Acuerdo para su pago a los empleados agraviados.

3. Importe del pago individual.

Su parte de los ingresos netos del Acuerdo se determinará mediante la fórmula detallada en la sección E más adelante.

D ¿A qué renuncia para obtener un pago o permanecer en la Clase?

A partir de la Fecha de Entrada en Vigor, y sujeto al pago íntegro por parte del Demandado del Importe Máximo del Acuerdo, el Demandante y todos los Miembros de la Clase que no se excluyan del Acuerdo renunciarán a todas y cada una de las reclamaciones que se aleguen o que razonablemente se podrían haber alegado en la Demanda durante su empleo en un puesto no exento en California durante el Período de la Clase. Los Empleados Agraviados eximirán de responsabilidad a los Demandados de cualquier reclamación que se alegue o que razonablemente pudiera haberse alegado por sanciones civiles que se hayan interpuesto en virtud de la Ley General de Abogados Privados, Código Laboral §§ 2698 *y siguientes*, contenida en la Demanda del Demandante durante su empleo en un puesto no exento en California durante el Período PAGA. Las "Partes exoneradas" incluirán al Demandado, así como a los accionistas, miembros, socios, directivos, consejeros, gerentes, empleados, directores, filiales, agentes, sociedades matrices, sociedades subsidiarias, sociedades afiliadas, predecesores en interés, sucesores en interés y todas las demás entidades y personas afiliadas, incluidos Joe S. Homen y Margaret Homen.

E. ¿Cómo se calcula mi parte del Acuerdo?

Cada Miembro Participante de la Clase (aquellos que no opten por excluirse del Acuerdo) recibirá un "Monto de Pago Individual", que se distribuirá a cada Miembro de la Clase que participe en el Acuerdo (es decir, que no presente un formulario de solicitud de exclusión válido) y a cada Empleado Agraviado, incluso si optan por excluirse del Acuerdo colectivo.

La parte de la Clase de los Importes de Pago Individuales se determinará dividiendo el Producto Neto de la Liquidación, menos la asignación de PAGA de $1,500, entre el número total de períodos de pago de toda la Clase del Acuerdo durante el Período de la Clase, neto de las exclusiones, lo que da como resultado el valor del período de pago de la Clase; y luego multiplicando el valor del período de pago de la Clase por el número de períodos de pago trabajados por cada Miembro Participante de la Clase durante el Período de la Clase. En cuanto a los Empleados Agraviados, la parte PAGA de los Importes de Pago Individuales se determinará dividiendo el importe del Acuerdo PAGA ($1,500) entre el número total de períodos de pago trabajados por todos los Empleados Agraviados durante el Período PAGA, lo que dará como resultado el valor del período de pago PAGA; y luego multiplicando el valor del período de pago PAGA por el número de períodos de pago trabajados por cada Empleado Agraviado durante el Período PAGA.

A efectos fiscales, cada Importe de Pago Individual se distribuirá en un 100 % como sanciones (declaradas en el formulario 1099 del IRS, si es necesario). La parte correspondiente a PAGA de cada Importe de Pago Individual se distribuirá en un 100 % como sanciones (declaradas en el formulario 1099 del IRS, si es necesario). Todos los Importes de los Pagos Individuales pagados a los Miembros de la Clase estarán sujetos a cualquier embargo de salario, gravamen u otro tratamiento legalmente exigido por la ley.

Según los registros del Demandado, usted trabajó «Total_Pay_Periods» períodos de pago mientras estuvo empleado como empleado no exento en California desde el 16 de abril de 2022 hasta el 30 de abril de 2025. En función de estos períodos de pago trabajados, tiene derecho a un Importe de Pago Individual de aproximadamente «ESA_Before_Paga», y trabajó «PAGA_Pay_Periods» períodos de pago mientras estuvo empleado como empleado no exento en California desde el 14 de diciembre de 2022 hasta el 30 de abril de 2025. En función de estos períodos de pago, tiene derecho a una parte del pago PAGA de aproximadamente «PAGA_Amount». Esta cantidad está sujeta a cambios en función de la resolución final del Tribunal.

Tenga en cuenta que se presume que los datos personales anteriores son correctos, a menos que presente documentación que demuestre lo contrario. Si no está de Acuerdo con los datos, envíe una explicación y pruebas que respalden su postura al Administrador del Acuerdo a más tardar el 6 de octubre de 2025. En caso de disputa, el Administrador del Acuerdo resolverá la impugnación con la opinión del Demandado y tomará una decisión definitiva y vinculante sin audiencia ni derecho de apelación por su parte.

F. ¿Cuándo se me pagará?

Después de que los tribunales aprueben el Acuerdo, recibirá el importe de su pago individual en un plazo de 30 días a partir de la fecha en que el tribunal firme la orden.

LA AUDIENCIA DEL ACUERDO

El Tribunal celebrará una audiencia final sobre la equidad del Acuerdo propuesto (la "Audiencia Final sobre el Acuerdo") el 3 de noviembre de 2025, a las 8:30 a.m., en la sala del juez L. Brooks Anderholt, del Tribunal Superior del Condado Imperial, Departamento 9, ubicado en 939 Main St, El Centro, California 92243. El Tribunal determinará: (i) si la Demanda debe certificarse finalmente como una Demanda colectiva a efectos del Acuerdo; (ii) si el Acuerdo debe recibir la aprobación definitiva del Tribunal por ser justo, razonable, adecuado y en el mejor interés de los Miembros de la Clase del Acuerdo; (iii) si los Miembros de la Clase del Acuerdo deben quedar vinculados por los términos del Acuerdo; (iv) el monto de los honorarios y costos de los abogados que se otorgarán al abogado del Demandante; y (v) el monto que se debe otorgar al Demandante como pago adicional. En la Audiencia de Acuerdo Definitivo, el Tribunal escuchará todas las objeciones presentadas debidamente, así como los argumentos a favor y en contra del Acuerdo propuesto. Usted tiene derecho a asistir a esta audiencia, pero no está obligado a hacerlo. También tiene derecho a contratar a un abogado para que lo represente, o a comparecer y representarse a sí mismo.

¿CUÁLES SON SUS OPCIONES?

- **OPCIÓN 1: *NO HAGA NADA Y PARTICIPE EN EL ACUERDO***

SI NO HACE NADA EN RESPUESTA A ESTE AVISO, RECIBIRÁ AUTOMÁTICAMENTE SU PARTE DEL ACUERDO SI ESTE ES APROBADO POR EL TRIBUNAL. NO SE LE OBLIGARÁ A COMPARECER ANTE EL TRIBUNAL NI A PAGAR NADA A LOS ABOGADOS DE ESTE CASO. Si se muda, debe actualizar su dirección con el Administrador del Acuerdo. Si no está de Acuerdo con los datos preimpresos indicados en la sección E anterior, debe enviar una explicación y/o documentación al Administrador del Acuerdo para justificar su posición, con matasellos no posterior al 6 de octubre de 2025. La dirección del Administrador del Acuerdo es Phoenix Settlement Administrators, PO Box 7208, Orange, CA 92863.

- **<u>OPCIÓN 2: *OBJECIÓN AL ACUERDO*</u>**

Si desea seguir siendo miembro de la Clase del Acuerdo, pero se opone al Acuerdo propuesto (o a cualquiera de sus términos) y desea que el Tribunal considere su objeción en la Audiencia de Aprobación Definitiva, puede oponerse al Acuerdo propuesto por escrito. También puede comparecer en la Audiencia de Aprobación Definitiva, ya sea en persona o a través de un abogado, a su propio costo. Todas las objeciones por escrito, los documentos de respaldo y/o las notificaciones de intención de comparecer en la Audiencia de Aprobación Definitiva deben identificar claramente el nombre y el número del caso y enviarse por correo al Administrador del Acuerdo a Phoenix Settlement Administrators, PO Box 7208, Orange, CA 92863. Las objeciones por escrito deben tener un matasellos con fecha no posterior al 6 de octubre de 2025.

- **<u>OPCIÓN 3: *EXCLUIRSE DEL ACUERDO*</u>**

Usted tiene derecho a excluirse ("optar por no participar") del Acuerdo Colectivo, pero si decide hacerlo, <u>no recibirá ningún beneficio del Acuerdo propuesto, aunque estará sujeto al Acuerdo PAGA</u>. No estará sujeto a una sentencia colectiva en este caso y tendrá derecho a presentar su propia Demanda contra el Demandado y a presentar sus propias reclamaciones en una Demanda separada. Puede excluirse de la Clase completando y enviando por correo el Formulario de Solicitud de Exclusión adjunto al Administrador del Acuerdo a la dirección indicada anteriormente, de modo que tenga un matasellos no posterior al 6 de octubre de 2025.

<u>¿HAY MÁS DETALLES SOBRE EL ACUERDO?</u>

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones exactos del Acuerdo, debe revisar el documento detallado "Acuerdo de conciliación y exención de reclamaciones" que se encuentra archivado en la Secretaría del Tribunal. Los alegatos y otros registros de la Demanda pueden examinarse en cualquier momento durante el horario laboral habitual en la Oficina del Secretario del Tribunal Superior del Condado de Imperial, situada en 939 Main St, El Centro, CA 92243.

SI NECESITA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA, puede ponerse en contacto con el Administrador del Acuerdo en Phoenix Settlement Administrators, PO Box 7208, Orange, CA 92863, 800-344-8851.

POR FAVOR, NO LLAME AL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIONES.

POR ORDEN DEL TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Bernardo Duran v. J.S. Homen Trucking, Inc.*, Imperial County Superior Court Case. No. ECU004017. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS SETTLEMENT AMOUNT. AGGRIEVED EMPLOYEES MAY NEITHER OBJECT TO, NOR EXCLUDE THEMSELVES FROM, THE PAGA PORTION OF THE SETTLEMENT.**

I confirm that I was employed by Defendant J.S. Homen Trucking, Inc. as a non-exempt (hourly paid) employee in California between April 16, 2022 and April 30, 2025.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date:____________________

Signature:________________________________

Print Name:______________________________

Residence Street Address:____

City, State and Zip Code:____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **OCTOBER 6, 2025**. Send this signed request for exclusion form to the Settlement Administrator:

J.S. Homen Trucking, Inc. Settlement Administrator
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

SOLICITUD DE EXCLUSIÓN

SOLO COMPLETE ESTE FORMULARIO DE SOLICITUD DE EXCLUSIÓN SI DESEA OPTAR POR NO PARTICIPAR EN EL ACUERDO DE LA DEMANDA CONOCIDA COMO *Bernardo Duran contra J.S. Homen Trucking, Inc.*, Tribunal Superior del Condado Imperial. N.º ECU004017. **SI OPTA POR NO PARTICIPAR EN EL ACUERDO, NO RECIBIRÁ NINGUNA PARTE DEL IMPORTE DEL ACUERDO COLECTIVO. LOS EMPLEADOS AGRAVIADOS NO PUEDEN OBJETAR NI EXCLUIRSE DE LA PARTE DEL ACUERDO RELATIVA A LA PAGA.**

Confirmo que fui empleado por el demandado J.S. Homen Trucking, Inc. como empleado no exento (pagado por hora) en California entre el 16 de abril de 2022 y el 30 de abril de 2025.

No deseo recibir ningún pago en virtud de los términos del acuerdo de demanda colectiva propuesto ni participar de ninguna otra forma en el acuerdo propuesto.

Fecha:___________________

Firma:_____________________________

Nombre en letra de imprenta:_____________________________

Dirección de residencia:____

Ciudad, estado y código postal:____

PARA QUE SEA VÁLIDO, ESTE FORMULARIO DE SOLICITUD DE EXCLUSIÓN DEBE COMPLETARSE, FIRMARSE, ENVIARSE POR CORREO DE PRIMERA CLASE Y TENER UN MATASELLOS CON FECHA O ANTERIOR AL **6 DE OCTUBRE DE 2025**. Envíe este formulario de solicitud de exclusión firmado al Administrador del Acuerdo:

J.S. Homen Trucking, Inc. Administrador del acuerdo
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

EXHIBIT B

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	59
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	58
Subtotal Admin Only	**$5,250.00**

Not-to-Exceed Total **$5,250.00**

For 59 Class Members

Pricing Good for Scope of Estimate Only

April 21, 2025

Case: Duran v JS Homen Trucking Opt-Out Administration wTranslation

Phoenix Contact: Jarrod Salinas
Contact Number: 800-523-5773
Email: Jarrod@phoenixclassaction.com

Requesting Attorney: Evan S. Gaines, Esq.
Firm: GAINES LAW CORPORATION
Contact Number: (818) 298-9588
Email: evan@gaines.law

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 59 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	1	$125.00
Programming Database & Setup	$125.00	1	$125.00
Toll Free Setup*	$97.85	1	$97.85
Call Center & Long Distance	$1.95	16	$31.20
NCOA (USPS)	$30.00	2	$60.00
		Total	**$439.05**

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.25	59	$14.75
Notice Packet & Opt-Out Form	$1.50	59	$88.50
Estimated Postage (up to 2 oz.)*	$0.69	59	$40.71
Static Website	$250.00	1	$250.00
language Translation	$1,000.00	1	$1,000.00
		Total	**$1,643.96**

* 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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Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$2.00	6	$11.80
Remail Notice Packets	$1.50	6	$8.85
Estimated Postage	$0.69	6	$4.07
Programming Undeliverables	$50.00	2	$100.00
		Total	**$234.72**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$125.00	1	$125.00
Non Opt-Out Processing	$125.00	1	$125.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	1	$14.75
Case Manager	$85.00	1	$85.00
		Total	**$459.75**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	1	$125.00
Disbursement Review	$125.00	1	$125.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$25.00	2	$50.00
Check Run Setup & Printing	$125.00	1	$125.00
Mail Class Checks *	$1.50	58	$87.62
Estimated Postage	$0.69	58	$40.30
		Total	**$647.92**

* 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	2	$250.00
Remail Undeliverable Checks (Postage Included)	$2.50	6	$14.60
Case Associate	$55.00	2	$110.00
Reconcile Uncashed Checks	$100.00	1	$100.00
Conclusion Reports	$75.00	2	$150.00
Case Manager Conclusion	$100.00	2	$200.00
Final Reporting & Declarations	$125.00	2	$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$750.00	1	$750.00
		Total	**$1,824.60**

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

Estimate Total:	**$5,250.00**

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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.