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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ANGEL SANCHEZ, as an individual and on behalf of all others similarly situated, Plaintiff, vs. ICKLER ELECTRIC CORPORATION, a California Corporation; and DOES 1 through 100, Defendants.	CASE NO. 37-2024-00017621-CU-OE-CTL [*Case assigned for all purposes to the Hon. Joel R. Wohlfeil; Dept. C-73*] **DECLARATION OF MAYRA GONZALEZ IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT** Date: February 6, 2026 Time: 9:00 a.m. Dept.: C-73 Action Filed: April 15, 2024 Trial Date: None Set

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 *Sanchez v. Ickler Electric Corporation* (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 *Stipulation of Settlement* ("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 weeks each Class Member worked during the period from April 15, 2020 to September 13, 2025 ("Class Period") and the number of pay periods that each Aggrieved Employee worked during the time period from April 15, 2023 to September 13, 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 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, the Enhancement Payment to Plaintiff, 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 October 7, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each Class Member ("Class List") during the Class Period. The final mailing list contained three hundred thirty-nine (339) individuals identified as Class Members.

4. On October 8, 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 four (4) years and notified the U.S. Postal Service of their change of address.

5. On October 17, 2025, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all three hundred thirty-nine (339) 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, fourteen (14) Notices have been returned to Phoenix. None were returned with a forwarding address. For the fourteen (14) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the fourteen (14) Notices that were skip traced, eleven (11) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

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

8. As of the date of this declaration, Phoenix has received <u>zero (0) Requests for Exclusion</u> from Class Members. The deadline to request exclusion from the Class Settlement was December 16, 2025.

9. As of the date of this declaration, Phoenix has received <u>zero (0) Notices of Objection</u> from Class Members. The deadline for objecting to the Class Settlement was December 16, 2025.

10. As of the date of this declaration, Phoenix has received <u>zero (0) Workweek disputes</u> from Class Members. The deadline for submitting a dispute was December 16, 2025.

11. There are three hundred thirty-nine (339) 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 fifty-five thousand three hundred twenty-five (55,325) Workweeks during the Class Period. Each Workweek is valued at approximately $31.58.

12. The Escalator Clause of the Settlement Agreement provides that if the actual number of Workweeks exceeds ten percent (10%), or fifty-seven thousand one hundred fifty-one (57,151) Workweeks, the Gross Settlement Amount shall be increased on a pro rata basis for each Workweek above that cap. The total number of Workweeks was fifty-five thousand three hundred twenty-five (55,325). Because the total number of Workweeks did not exceed 57,151, the Escalator Clause was not triggered.

13. The Net Settlement Amount of $1,747,346.52 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($950,000.00), and Class Counsel costs ($37,153.48), requested Enhancement Payment to Plaintiff Sanchez ($10,000.00), the PAGA Amount ($100,000.00), and the requested Settlement Administration Costs ($5,500.00) from the Gross Settlement Amount ($2,850,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $8,938.08, the lowest Individual Settlement Share to be paid is approximately $31.58, while the average Individual Settlement Share to be paid is approximately $5,154.41. 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”).

15. Additionally, $100,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or $75,000.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or $25,000.00, 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 two hundred sixty-four (264) Aggrieved Employees who worked a total of thirteen thousand two hundred sixty-seven (13,267) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $118.72, and the average Individual PAGA Payment to be paid is approximately $94.70.

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

17. Phoenix's costs associated with the administration of this matter are $5,500.00. 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 8th day of January 2026, at Orange, California.

Mayra Gonzalez

MAYRA GONZALEZ

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ANGEL SANCHEZ, as an individual and on behalf of all others similarly situated, Plaintiff, vs. ICKLER ELECTRIC CORPORATION, a California Corporation, Defendant.	Case No. 37-2024-00017621-CU-OE-CTL **NOTICE OF CLASS ACTION SETTLEMENT**

To: All current and former non-exempt employees of Defendant Ickler Electric Corporation ("Ickler Electric") in California who worked at any time between April 15, 2020, and September 13, 2025 (the "Class Period")

PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

You may be entitled to money from this Settlement. Ickler Electric's records show you were employed as a non-exempt employee in California during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

This Notice provides a description of the class and representative action lawsuit identified above ("Action"), informs you of the terms of the Settlement, describes your rights, and explains how to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. Notice of the final judgment will be posted online at sanchez-v-ickler-electric.phoenixcases.com.

What is this case about?

Plaintiff Angel Sanchez ("Plaintiff") brought this Action against Ickler Electric, asserting claims on behalf of all Settlement Class Members. Plaintiff is the "Class Representative." Plaintiff's attorneys, who also represent all Settlement Class Members, are "Class Counsel."

In the Action, Plaintiff alleges that Ickler Electric: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to issue accurate, itemized wage statements; (6) failed to timely pay final wages upon separation of employment; (7) engaged in unfair competition; and (8) is liable for civil penalties under the Private Attorneys General Act ("PAGA").

Ickler Electric denies wrongdoing. It denies owing Settlement Class Members any wages, restitution, penalties, or other damages. The Settlement is a compromise of disputed claims and is not an admission of liability by Ickler Electric, which denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. To avoid additional expense, inconvenience, and business disruption, the parties agreed it is in their best interests to settle the Action on the terms in this Notice. After Ickler Electric provided relevant information to Class Counsel, the parties reached settlement through mediation and negotiations.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are Ickler Electric's potential defenses, the risk of denial of class certification, the risks of trial, and the delays and uncertainties of continued litigation.

<u>**If you are still employed by Ickler Electric, your decision about whether to participate in the Settlement will not affect your employment. California law and Ickler Electric's policy prohibit unlawful retaliation.**</u> Ickler Electric will not take adverse action, retaliate, or discriminate against any Settlement Class Member because of his or her decision to participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff and Settlement Class Members: **HAINES LAW GROUP, APC** Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com Humberto Castorena Rodriguez (SBN 356811) hcastorena@haineslawgroup.com 2155 Campus Drive, Ste 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355	**Attorneys for Ickler Electric:** **O'HAGAN MEYER** Imran Rahman (SBN 308148) irahman@ohaganmeyer.com Joseph Lordan (SBN 265610) jlordan@ohaganmeyer.com 1 Embarcadero Center, Suite 2100 San Francisco, CA 94111 Tel: (415) 578-6900 Fax: (415) 578-6910

What are the terms of the Settlement?

On September 18, 2025, the Court preliminarily certified, for settlement purposes only, a class of all current and former non-exempt employees of Ickler Electric in California who worked during the Class Period. Settlement Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Ickler Electric, as described below in the "Release" section.

Ickler Electric agreed to pay $2,850,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Action. This includes payments to Settlement Class Members, attorneys' fees and expenses, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its share of PAGA penalties, and the Class Representative's enhancement payment.

Ickler Electric will fund the Maximum Settlement Amount in two equal installments. The first installment will be paid on the later of (i) thirty (30) calendar days after the date the Court grants preliminary approval of the Settlement, or (ii) January 15, 2026. The second installment will be paid on the later of (i) July 15, 2026, or (ii) three (3) months after the date the Court grants preliminary approval of the Settlement, if preliminary approval occurs after July 15, 2026.

The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court approved Phoenix Settlement Administrators as the "Settlement Administrator." It is sending this Notice and will perform other duties related to the Settlement. Up to $5,500.00 of the Maximum Settlement Amount will be set aside to cover administration costs.

Attorneys' Fees and Expenses. Class Counsel have prosecuted the Action on behalf of Settlement Class Members on a contingency basis, without payment to date, and have paid all litigation costs. The Court will decide the amount awarded as attorneys' fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members will not be personally responsible for any attorneys' fees or expenses. Class Counsel will request fees of up to one-third of the Maximum Settlement Amount (estimated at $950,000.00) as compensation for work performed and to be performed through finalization. They will also request reimbursement of up to $60,000.00 for verified litigation costs.

Class Representative's Enhancement Payment. Class Counsel will ask the Court to award $10,000.00 to Plaintiff as an enhancement payment for service and extra work performed on behalf of Settlement Class Members.

PAGA Payment to the State of California. The parties agreed to allocate $100,000.00 of the Maximum Settlement Amount to PAGA penalties. Under Labor Code § 2699(i), 75% ($75,000.00) will be paid to the LWDA and 25% ($25,000.00) to individuals with PAGA standing ("PAGA Aggrieved Employees") as part of the Net Settlement Amount.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts, the balance of the Maximum Settlement Amount will form the Net Settlement Amount. This amount will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below).

The Net Settlement Amount will be divided as follows:

(i) The 25% share of PAGA penalties ($25,000.00) will be distributed to PAGA Aggrieved Employees in proportion to the number of pay periods he or she worked for Ickler Electric in California between April 15, 2023 and September 13, 2025, (the "PAGA Period"), compared to the total pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

(ii) The remainder of the Net Settlement Amount will be distributed to participating Settlement Class Members based on their proportionate workweeks during the Class Period. Each share will be calculated by multiplying the remaining Net Settlement Amount by a fraction, with the numerator being the Settlement Class Member's total workweeks and the denominator being the total workweeks of all participating Settlement Class Members during the Class Period.

Individual Settlement Payments to Settlement Class Members. If the Court grants final approval, Individual Settlement Payments will be mailed to Settlement Class Members who did not submit a valid and timely Request for Exclusion. Each Settlement Class Member must cash the check within 180 days of mailing. The Settlement Administrator will distribute funds from uncashed checks after 180 days to the cy pres recipient, San Diego Volunteer Lawyer Program, Inc., a 501(c)(3) organization that provides legal services to the indigent in San Diego.

Allocation and Taxes. Each Individual Settlement Payment will be allocated as 2/3 penalties and interest and 1/3 wages. The Settlement Administrator will issue IRS Form 1099 for penalties and interest and IRS Form W-2 for wages. Payments to PAGA Aggrieved Employees will be 100% penalties and reported on IRS Form 1099. The Settlement Administrator will calculate and withhold all employee-share employment taxes and other required withholdings.

Release. If the Court approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will fully release and discharge Ickler Electric, and each of its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors or assignees (collectively "Released Parties") from all claims and allegations made in the operative complaint in the Action or Plaintiff's letter to the LWDA dated April 15, 2024, or which could have been pled based on the factual allegations therein, that arose during the Class Period (collectively the "Released Claims"). The period of the Released Claims will mirror the Class Period

PAGA Aggrieved Employees, regardless of whether they opt-out of the Settlement, will release and discharge Ickler Electric and the Released Parties from all PAGA claims (Labor Code § 2698 *et seq.*) that are based on the Labor Code violations made in the operative complaint in the Action or Plaintiff's letter to the LWDA dated April 15, 2024, or which could have been pled based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Release"). PAGA Aggrieved Employees will not be releasing any underlying wage and hour claims through this release, only PAGA claims. PAGA Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA Release. The period of the PAGA Release will mirror the PAGA Period.

Conditions of Settlement and "Effective Date". The Settlement, along with all associated releases, will become effective only after Defendant has fully funded the Gross Settlement Amount, and one of the following conditions is satisfied: (a) if no objections to the Settlement are filed, the Effective Date will be the date on which the Court grants final approval of the Settlement; (b) if one or more objections are filed and not withdrawn, and no appeal, writ, or other form of review is sought from the judgment, the Effective Date will be the sixty-first (61st) day after service of the notice of entry of judgment; (c) if an appeal, writ, or other form of review is timely filed, the Effective Date will be the date on which all such proceedings are dismissed or denied such that the Judgment is no longer subject to further judicial review.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will receive your Individual Settlement Payment, which has been calculated for you under the formula described above and shown in the Notice of Settlement Payment. You will also be bound by the Settlement, including the release of claims described above.

What other options do I have?

Dispute Information in Notice of Settlement Payment. Your award is based on the proportionate number of workweeks and pay periods you worked during the Class Period and PAGA Period. Ickler Electric's records, along with your estimated Individual Settlement Payment, are listed in the accompanying Notice of Settlement Payment. If you disagree with the information, you may submit a dispute with supporting documentation in accordance with the procedures in the Notice. Disputes with documentation must be postmarked no later than December 16, 2025. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR KEPT.**

The Parties and the Settlement Administrator will evaluate the evidence and attempt in good faith to resolve disputes. If no agreement is reached, outstanding disputes will be submitted to the Court for final determination.

Exclude Yourself from the Settlement. If you do not wish to take part in the Settlement, you may exclude yourself by sending the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" postmarked no later than December 16, 2025. The request must include your name, address, telephone number, last four digits of your Social Security number, and your signature.

The Request for Exclusion must state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *SANCHEZ V. ICKLER ELECTRIC CORPORATION* LAWSUIT FILED IN SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 37-2024-00017621-CU-OE-CTL. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THIS SETTLEMENT."

Send the Request for Exclusion to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Anyone who submits a timely Request for Exclusion will no longer be a Settlement Class Member, will be barred from participating in the Settlement, and will receive no benefits from it. **Do not submit both a Dispute and a Request for Exclusion**. If you do, the Request for Exclusion will be invalid, you will remain in the Settlement Class, and you will be bound by its terms.

PAGA Aggrieved Employees may not opt out of the release of PAGA claims. They will receive payment for their share of PAGA penalties even if they request exclusion from the Settlement and do not receive a class portion of their Individual Settlement Payment.

Objecting to the Settlement. You have the right to object to the Settlement. If the Court rejects your objection, you will still be bound by the Settlement. To object, you must mail a written objection to the Settlement Administrator. The objection must include: your name, address, telephone number, last four digits of your Social Security number, and your signature; contact information for any attorney representing you; the case name and number; each specific reason for your objection; and any legal or factual support with supporting evidence. All objections must state the case name and number: *Sanchez v. Ickler Electric Corporation*, San Diego County Superior Court, Case No. 37-2024-00017621-CU-OE-CTL. Written objections must be postmarked on or before December 16, 2025.

You may also appear at the Final Approval Hearing scheduled for February 6, 2026, at 9:00 a.m., in Department C-73 of the San Diego County Superior Court, 330 West Broadway, San Diego, California 92101. The Court may change the location, date, or time without further notice. You may contact Class Counsel to confirm the hearing details if you plan to appear. You have the right to appear in person or through your own attorney, whether or not you submit a written objection. If you object, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by it the same as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on February 6, 2026, at 9:00 a.m., in Department C-73 of the San Diego County Superior Court, 330 West Broadway, San Diego, California 92101. The Court may change the location, date, or time without further notice. You may contact Class Counsel to confirm the hearing details. At the hearing, the Court will also rule on Class Counsel's request for attorneys' fees, reimbursement of documented costs and expenses, the enhancement payment to the Class Representative, the Settlement Administrator's costs, and the allocation of PAGA penalties. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is a summary of the Action and the Settlement. For more information, you may view the docket online at https://odyroa.sdcourt.ca.gov/Cases by entering the case number 37-2024-00017621-CU-OE-CTL. You may also contact Class Counsel using the information above.

PLEASE DO NOT CALL OR WRITE TO THE COURT, ICKLER ELECTRIC CORPORATION, OR ITS ATTORNEYS ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

REMINDER AS TO TIME LIMITS

The deadline to submit any Disputes, Requests for Exclusion, or Objections is December 16, 2025.

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE SAN DIEGO

ÁNGEL SÁNCHEZ, a título individual y en nombre de todas las personas que se encuentran en una situación similar, Demandante, contra ICKLER ELECTRIC CORPORATION, una sociedad de California, Demandada.	Caso Número 37-2024-00017621-CU-OE-CTL **NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA**

Para: Todos los empleados actuales y antiguos no exentos de la Demandada Ickler Electric Corporation ("Ickler Electric") en California que hayan trabajado en cualquier momento entre el 15 de abril de 2020 y el 13 de septiembre de 2025 (el "período de la Clase").

LEA ATENTAMENTE ESTE AVISO
ESTE AVISO SE LE PROPORCIONA EN INGLÉS Y ESPAÑOL
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS, ACTÚE O NO

Es posible que tenga derecho a recibir dinero de este Acuerdo. Los registros de Ickler Electric muestran que usted fue empleado como trabajador no exento en California durante el Período de la Demanda colectiva. El Tribunal ordenó que se le enviara este Aviso porque es posible que tenga derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta a sus derechos legales.

Este Aviso proporciona una descripción de la Demanda colectiva y la acción representativa identificadas anteriormente ("Demanda"), le informa de los términos del Acuerdo, describe sus derechos y explica cómo participar, oponerse o excluirse del Acuerdo. Si no se excluye del Acuerdo y el Tribunal finalmente lo aprueba, quedará vinculado por los términos del Acuerdo y cualquier sentencia definitiva. La notificación de la sentencia definitiva se publicará en línea en sanchez-v-ickler-electric.phoenixcases.com.

¿De qué trata este caso?

El Demandante Ángel Sánchez ("Demandante") interpuso esta Demanda contra Ickler Electric, presentando reclamaciones en nombre de todos los Miembros de la Clase del Acuerdo. El Demandante es el "Representante de la Clase". Los abogados del Demandante, que también representan a todos los Miembros de la Clase del Acuerdo, son los "Abogados de la Clase".

En la Demanda, el Demandante alega que Ickler Electric: (1) no pagó las horas extras; (2) no pagó el salario mínimo; (3) no proporcionó períodos de comida; (4) no autorizó ni permitió períodos de descanso; (5) no emitió nóminas precisas y detalladas; (6) no pagó puntualmente los salarios finales al término de la relación laboral; (7) incurrió en competencia desleal; y (8) es responsable de sanciones civiles en virtud de la Ley General de Abogados Privados ("PAGA").

Ickler Electric niega haber cometido ninguna irregularidad. Niega deber a los miembros de la Clase del Acuerdo salarios, indemnizaciones, sanciones u otros daños y perjuicios. El Acuerdo es una solución transaccional de las reclamaciones en litigio y no supone una admisión de responsabilidad por parte de Ickler Electric, que niega toda responsabilidad.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones del Demandante. Para evitar gastos adicionales, inconvenientes y trastornos en la actividad comercial, las partes acordaron que lo más conveniente para ellas era resolver la Demanda en los términos de la presente notificación. Después de que Ickler Electric proporcionara la información pertinente al abogado de la Clase, las partes llegaron a un Acuerdo mediante mediación y negociaciones.

El representante de la Clase y el abogado de la Clase apoyan el Acuerdo. Entre las razones para apoyarlo se encuentran las posibles defensas de Ickler Electric, el riesgo de que se deniegue la certificación de la Clase, los riesgos del juicio y los retrasos e incertidumbres de continuar con el litigio.

Si todavía trabaja para Ickler Electric, su decisión de participar o no en el Acuerdo no afectará a su empleo. La legislación de California y la política de Ickler Electric prohíben las represalias ilegales. Ickler Electric no tomará medidas adversas, ni tomará represalias ni discriminará a ningún miembro de la Clase del Acuerdo por su decisión de participar o no en el Acuerdo.

¿Quiénes son los abogados?

Abogados del Demandante y miembros de la Clase del Acuerdo:	**Abogados de Ickler Electric:**
HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com Humberto Castorena Rodriguez (SBN 356811) hcastorena@haineslawgroup.com 2155 Campus Drive, Ste 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355	**O'HAGAN MEYER** Imran Rahman (SBN 308148) irahman@ohaganmeyer.com Joseph Lordan (SBN 265610) jlordan@ohaganmeyer.com 1 Embarcadero Center, Suite 2100 San Francisco, CA 94111 Tel.: (415) 578-6900 Fax: (415) 578-6910

¿Cuáles son los términos del Acuerdo?

El 18 de septiembre de 2025, el Tribunal certificó de manera preliminar, solo a efectos del Acuerdo, una Clase que incluye a todos los empleados actuales y antiguos no exentos de Ickler Electric en California que trabajaron durante el Período de la Clase. Los miembros de la Clase del Acuerdo que no presenten una solicitud válida y oportuna de exclusión del Acuerdo de conformidad con los procedimientos establecidos en este aviso quedarán vinculados por el Acuerdo y renunciarán a sus reclamaciones contra Ickler Electric, tal y como se describe a continuación en la sección "Renuncia".

Ickler Electric acordó pagar $2,850,000.00 (la "cantidad máxima del Acuerdo") para resolver íntegramente todas las reclamaciones de la Demanda. Esto incluye los pagos a los miembros de la Clase del Acuerdo, los honorarios y gastos de los abogados, los costes de administración del Acuerdo, el pago a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA") por su parte de las sanciones de la Ley PAGA y el pago de mejora del representante de la Clase.

Ickler Electric financiará el importe máximo del Acuerdo en dos plazos iguales. El primer plazo se pagará en la fecha más tardía entre (i) treinta (30) días naturales después de la fecha en que el Tribunal conceda la aprobación preliminar del Acuerdo, o (ii) el 15 de enero de 2026. El segundo pago se realizará en la fecha más tardía entre (i) el 15 de julio de 2026 o (ii) tres (3) meses después de la fecha en que el Tribunal conceda la aprobación preliminar del Acuerdo, si dicha aprobación preliminar se produce después del 15 de julio de 2026.

Las partes solicitarán las siguientes deducciones del importe máximo del Acuerdo:

<u>Costes de administración del Acuerdo</u>. El Tribunal ha aprobado a Phoenix Settlement Administrators como "Administrador del Acuerdo". Este enviará la presente Notificación y desempeñará otras funciones relacionadas con el Acuerdo. Se reservará hasta $5,500.00 del Importe máximo del Acuerdo para cubrir los costes de administración.

<u>Honorarios y gastos de los abogados</u>. Los abogados de la Clase han llevado a cabo la Demanda en nombre de los miembros de la Clase del Acuerdo de forma contingente, sin recibir ningún pago hasta la fecha, y han pagado todos los costes del litigio. El Tribunal decidirá la cantidad que se concederá en concepto de honorarios de los abogados, que se pagará con cargo al importe máximo del Acuerdo. Los miembros de la Clase no serán personalmente responsables de los honorarios o gastos de los abogados. Los abogados de la Clase solicitarán honorarios de hasta un tercio del importe máximo del Acuerdo (estimado en $950,000.00) como compensación por el trabajo realizado y que se realizará hasta la finalización. También solicitarán el reembolso de hasta $60,000.00 por los gastos del litigio verificados.

<u>Pago adicional al representante de la Clase</u>. Los abogados de la Clase solicitarán al tribunal que conceda $10,000.00 al Demandante como pago adicional por los servicios y el trabajo extra realizados en nombre de los miembros de la Clase del Acuerdo.

<u>Pago de la Ley PAGA al estado de California</u>. Las partes acordaron asignar $100,000.00 del importe máximo del Acuerdo a las sanciones de la Ley PAGA. En virtud de la sección 2699(i) del Código Laboral, el 75 % ($75,000.00) se pagará a la LWDA y el 25 % ($25,000.00) a las personas con legitimación PAGA ("empleados perjudicados PAGA") como parte del importe neto del Acuerdo.

<u>Cálculo de los pagos individuales de la liquidación de los miembros de la Clase de la liquidación</u>. Tras deducir las cantidades aprobadas por el tribunal, el saldo del importe máximo de la liquidación constituirá el importe neto de la liquidación. Esta cantidad se distribuirá entre todos los miembros de la Clase de la liquidación que no presenten una solicitud de exclusión válida y oportuna (descrita a continuación).

El importe neto del Acuerdo se dividirá de la siguiente manera:

(i) El 25 % de las sanciones de la Ley PAGA ($25,000.00) se distribuirá entre los empleados perjudicados por la Ley PAGA en proporción al número de períodos de pago que hayan trabajado para Ickler Electric en California entre el 15 de abril de 2023 y el 13 de septiembre de 2025 (el "Periodo PAGA"), en comparación con el total de períodos de pago trabajados por todos los empleados perjudicados por la Ley PAGA durante el Periodo PAGA.

(ii) El resto del importe neto del Acuerdo se distribuirá entre los miembros participantes de la Clase en función de sus semanas de trabajo proporcionales durante el periodo de la Clase. Cada parte se calculará multiplicando el importe neto restante del Acuerdo por una fracción, siendo el numerador el total de semanas laborales del miembro de la Clase y el denominador el total de semanas laborales de todos los miembros participantes de la Clase durante el periodo de la Clase.

<u>Pagos individuales del Acuerdo a los miembros de la Clase del Acuerdo</u>. Si el tribunal concede la aprobación definitiva, los pagos individuales del Acuerdo se enviarán por correo a los miembros de la Clase del Acuerdo que no hayan presentado una solicitud de exclusión válida y oportuna. Cada miembro del Acuerdo Colectivo deberá cobrar el cheque en un plazo de 180 días a partir de la fecha de envío. El administrador del Acuerdo distribuirá los fondos de los cheques no cobrados después de 180 días al beneficiario cy pres, San Diego Volunteer Lawyer Program, Inc., una organización 501(c)(3) que presta servicios jurídicos a personas sin recursos en San Diego.

<u>Asignación e impuestos</u>. Cada pago individual del Acuerdo se asignará en una proporción de 2/3 para multas e intereses y 1/3 para salarios. El administrador del Acuerdo emitirá el formulario 1099 del IRS para las multas e intereses y el formulario W-2 del IRS para los salarios. Los pagos a los empleados agraviados por la Ley PAGA serán 100 % multas y se declararán en el formulario 1099 del IRS. El administrador del Acuerdo calculará y retendrá todos los impuestos sobre el empleo que correspondan a los empleados y otras retenciones obligatorias.

<u>Exención</u>. Si el tribunal aprueba el Acuerdo, cada miembro del Acuerdo Colectivo que no haya presentado una solicitud de exclusión válida y dentro del plazo eximirá y liberará por completo a Ickler Electric y a cada uno de sus actuales y antiguos directivos, consejeros, miembros, propietarios, gerentes, accionistas, agentes, operadores, socios, empresas conjuntas, filiales, empresas matrices, entidades relacionadas, consultores, abogados, sucesores o cesionarios (en conjunto, las “Partes exoneradas”) de todas las reclamaciones y alegaciones formuladas en la Demanda operativa en la Demanda o en la carta del Demandante a la LWDA con fecha 15 de abril de 2024, o que podrían haberse alegado sobre la base de las alegaciones fácticas contenidas en ella, que surgieron durante el Período de la Demanda colectiva (en conjunto, las “Reclamaciones exoneradas”). El período de las Reclamaciones Exoneradas será el mismo que el Período de la Clase.

Los empleados agraviados por PAGA, independientemente de si optan por excluirse del Acuerdo, eximirán y liberarán a Ickler Electric y a las Partes exoneradas de todas las reclamaciones de la Ley PAGA (Código Laboral § 2698 *y* siguientes) que se basen en las infracciones del Código Laboral realizadas en la Demanda operativa en la Demanda o en la carta del Demandante a la LWDA con fecha 15 de abril de 2024, o que podrían haberse alegado basándose en las acusaciones fácticas que figuran en ellas, que surgieron durante el Período PAGA (la “Exención PAGA”). Los Empleados Agraviados por la Ley PAGA no eximirán ninguna reclamación subyacente sobre salarios y horas a través de esta exención, solo las reclamaciones PAGA. A los Empleados Agraviados por la Ley PAGA no se les dará la oportunidad de excluirse de esta Exención PAGA. El período de la Exención PAGA reflejará el Período PAGA.

<u>Condiciones del Acuerdo y “fecha de entrada en vigor</u>”. El Acuerdo, junto con todas las exenciones asociadas, entrará en vigor solo después de que el Demandado haya financiado íntegramente el importe bruto del Acuerdo y se cumpla una de las siguientes condiciones: (a) si no se presentan objeciones al Acuerdo, la fecha de entrada en vigor será la fecha en la que el tribunal conceda la aprobación definitiva del Acuerdo; (b) si se presentan una o más objeciones y no se retiran, y no se solicita ninguna apelación, recurso u otra forma de revisión de la sentencia, la fecha de entrada en vigor será el sexagésimo primer (61º) día después de la notificación de la sentencia; (c) si se presenta una apelación, un recurso u otra forma de revisión dentro del plazo establecido, la Fecha de entrada en vigor será la fecha en la que se desestimen o denieguen todos esos procedimientos, de modo que la sentencia ya no esté sujeta a revisión judicial.

¿Cómo puedo reclamar el dinero del Acuerdo?

<u>No haga nada</u>. Si no hace nada, recibirá su pago individual del Acuerdo, que se ha calculado para usted según la fórmula descrita anteriormente y que se indica en la notificación de pago del Acuerdo. También quedará vinculado por el Acuerdo, incluida la renuncia a las reclamaciones descrita anteriormente.

¿Qué otras opciones tengo?

<u>Información sobre disputas en la Notificación de pago del Acuerdo</u>. Su indemnización se basa en el número proporcional de semanas laborales y períodos de pago que trabajó durante el Período de la Demanda colectiva y el Período PAGA. Los registros de Ickler Electric, junto con su pago individual estimado del Acuerdo, se enumeran en la Notificación de pago del Acuerdo adjunta. Si no está de Acuerdo con la información, puede presentar una disputa con la documentación de respaldo de Acuerdo con los procedimientos indicados en la Notificación. Las disputas con documentación deben tener un matasellos con fecha no posterior al 16 de diciembre de 2025. **NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.**

Las partes y el administrador del Acuerdo evaluarán las pruebas e intentarán resolver las disputas de buena fe. Si no se llega a un Acuerdo, las disputas pendientes se someterán al tribunal para que este tome una decisión definitiva.

<u>Excluirse del Acuerdo</u>. Si no desea participar en el Acuerdo, puede excluirse enviando al administrador del Acuerdo una “Solicitud de exclusión del Acuerdo de Demanda colectiva” por escrito con fecha de matasellos no posterior al 16 de diciembre de 2025. La solicitud debe incluir su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social y su firma.

La solicitud de exclusión debe indicar:

“DESEO SER EXCLUIDO DE LA CLASE DEL ACUERDO EN LA DEMANDA *SANCHEZ V. ICKLER ELECTRIC CORPORATION* PRESENTADA EN EL TRIBUNAL SUPERIOR DEL CONDADO DE SAN DIEGO, CASO N.º 37-2024-00017621-CU-OE-CTL.

ENTIENDO QUE SI SOLICITO SER EXCLUIDO DE LA CLASE DEL ACUERDO, NO RECIBIRÉ NINGÚN DINERO DE ESTE ACUERDO".

Envíe la solicitud de exclusión al administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Cualquier persona que envíe una solicitud de exclusión dentro del plazo establecido dejará de ser miembro Participante de la Clase, no podrá participar en el Acuerdo y no recibirá ningún beneficio del mismo. **No envíe tanto una disputa como una solicitud de exclusión.** Si lo hace, la solicitud de exclusión no será válida, seguirá formando parte de la Clase del Acuerdo y estará sujeto a sus términos.

Los empleados agraviados por la Ley PAGA no pueden optar por excluirse de la renuncia a las reclamaciones de la Ley PAGA. Recibirán el pago de su parte de las sanciones de la Ley PAGA incluso si solicitan la exclusión del Acuerdo y no reciben la parte del pago del Acuerdo individual que les corresponde como miembros de la Clase.

Objeción al Acuerdo. Usted tiene derecho a objetar el Acuerdo. Si el Tribunal rechaza su objeción, seguirá estando obligado por el Acuerdo. Para objetar, debe enviar por correo una objeción por escrito al Administrador del Acuerdo. La objeción debe incluir: su nombre, dirección, número de teléfono, los últimos cuatro dígitos de su número de la Seguridad Social y su firma; la información de contacto de cualquier abogado que le represente; el nombre y el número del caso; cada motivo específico de su objeción; y cualquier apoyo legal o fáctico con pruebas que lo respalden. Todas las objeciones deben indicar el nombre y el número del caso: *Sánchez contra Ickler Electric Corporation,* Tribunal Superior del Condado de San Diego, Caso n.º 37-2024-00017621-CU-OE-CTL. Las objeciones por escrito deben tener fecha de matasellos anterior al 16 de diciembre de 2025.

También puede comparecer en la Audiencia de Aprobación Definitiva programada para el 6 de febrero de 2026, a las 9:00 a.m., en el Departamento C-73 del Tribunal Superior del Condado de San Diego, 330 West Broadway, San Diego, California 92101. El Tribunal puede cambiar el lugar, la fecha o la hora sin previo aviso. Si tiene previsto comparecer, puede ponerse en contacto con el Abogado de la Clase para confirmar los detalles de la audiencia. Tiene derecho a comparecer en persona o a través de su propio abogado, independientemente de si presenta una objeción por escrito o no. Si se opone, seguirá siendo miembro de la Clase del Acuerdo y, si el Tribunal aprueba el Acuerdo, quedará vinculado por él al igual que los Miembros de la Clase del Acuerdo que no se opongan.

¿Cuál es el siguiente paso?

El Tribunal celebrará una Audiencia de Aprobación Definitiva sobre la idoneidad, razonabilidad y equidad del Acuerdo el 6 de febrero de 2026, a las 9:00 a.m., en el Departamento C-73 del Tribunal Superior del Condado de San Diego, 330 West Broadway, San Diego, California 92101. El Tribunal puede cambiar la ubicación, la fecha o la hora sin previo aviso. Puede ponerse en contacto con el abogado de la Clase para confirmar los detalles de la audiencia. En la audiencia, el Tribunal también se pronunciará sobre la solicitud del abogado de la Clase relativa a los honorarios de los abogados, el reembolso de los costes y gastos documentados, el pago adicional al representante de la Clase, los costes del administrador del Acuerdo y la asignación de las sanciones de la Ley PAGA. **No es necesario que asista a la Audiencia de Aprobación Definitiva.**

¿Cómo puedo obtener más información?

Este aviso es un resumen de la Demanda y del Acuerdo. Para obtener más información, puede consultar el expediente en línea en https://odyroa.sdcourt.ca.gov/Cases introduciendo el número de caso 37-2024-00017621-CU-OE-CTL. También puede ponerse en contacto con el abogado de la Clase utilizando la información anterior.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL, A ICKLER ELECTRIC CORPORATION NI A SUS ABOGADOS SOBRE ESTE ACUERDO O EL PROCESO DE ACUERDO.

RECORDATORIO SOBRE LOS PLAZOS

La fecha límite para presentar cualquier disputa, solicitud de exclusión u objeción es el 16 de diciembre de 2025.

«PSA_ID»

NOTICE OF SETTLEMENT PAYMENT

SANCHEZ v. ICKLER ELECTRIC CORPORATION
SAN DIEGO COUNTY SUPERIOR COURT
CASE NO. 37-2024-00017621-CU-OE-CTL

Please complete, sign, date, and return this form to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 **ONLY IF** (1) your contact information has changed or (2) you wish to dispute any information in Section (III) below. You are responsible for keeping your current address on file with the Settlement Administrator.

(I) Please type or print your full name:

____
(First, Middle, Last)

(II) Please provide the following information if your contact details have changed:

____
Former Names (if any)

____
New Street Address

____
City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Ickler Electric's records:

(a) You worked «Total_Weeks» workweeks during the Class Period.

(b) Settlement Class Members worked a total of «Total_Weeks» workweeks during the Class Period.

(c) You worked «PAGA_Pay_Periods» pay periods during the PAGA Period.

(d) PAGA Aggrieved Employees worked a total of «PAGA_Pay_Periods» pay periods during the PAGA Period.

Based on this information, your Individual Settlement Payment is estimated at «ESA_Before_Paga» and your PAGA Payment is estimated at «PAGA_Amount».

(IV) If you disagree with items (a)-(d) in Section (III), explain below and include copies of any supporting documentation with this form:

____
____
____

If you dispute the information in Ickler Electric's records, those records will control unless you provide documentation showing they are mistaken. If a dispute cannot be resolved informally, the Parties and the Settlement Administrator will address it as described in the Class Notice. Any unresolved disputes will be submitted to the Court for final determination.

ANY DISPUTES WITH SUPPORTING DOCUMENTATION MUST BE POSTMARKED NO LATER THAN DECEMBER 16, 2025.

Signature: ____________________________ Date: ________________

«PSA_ID»

NOTIFICACIÓN DE PAGO DEL ACUERDO

SANCHEZ contra ICKLER ELECTRIC CORPORATION
TRIBUNAL SUPERIOR DEL CONDADO DE SAN DIEGO
N.º DE CASO 37-2024-00017621-CU-OE-CTL

Rellene, firme, feche y envíe este formulario a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 **SÓLO SI** (1) su información de contacto ha cambiado o (2) desea disputar cualquier información de la sección (III) que figura a continuación. Usted es responsable de mantener su dirección actualizada en los archivos del administrador del Acuerdo.

(I) Escriba a máquina o en letra de imprenta su nombre completo:

____
(Nombre, segundo nombre, apellido)

(II) Si sus datos de contacto han cambiado, facilite la siguiente información:

____
Nombres anteriores (si los hay)

____
Nueva dirección postal

____
Ciudad Estado Código postal

(III) Información utilizada para calcular su pago de Acuerdo individual:

Según los registros de Ickler Electric:

(a) Usted trabajó «Total_Weeks» semanas laborales durante el Período de la Demanda Colectiva.

(b) Los miembros de la Clase del Acuerdo trabajaron un total de «Total_Weeks» semanas laborales durante el período de la Demanda Colectiva.

(c) Usted trabajó «PAGA_Pay_Periods» períodos de pago durante el período PAGA.

(d) Los empleados agraviados por la PAGA trabajaron un total de «PAGA_Pay_Periods» períodos de pago durante el período PAGA.

Basándonos en esta información, su pago individual del Acuerdo se estima en «ESA_Before_Paga» y su pago PAGA Individual se estima en «PAGA_Amount».

(IV) Si no está de Acuerdo con los puntos (a)-(d) de la sección (III), explíquelo a continuación e incluya copias de cualquier documentación justificativa con este formulario:

____
____
____

Si usted impugna la información que figura en los registros de Ickler Electric, dichos registros prevalecerán a menos que usted proporcione documentación que demuestre que son erróneos. Si una disputa no puede resolverse de manera informal, las Partes y el Administrador del Acuerdo la abordarán tal y como se describe en la Notificación de la Clase. Cualquier disputa no resuelta se someterá al Tribunal para su resolución definitiva.

CUALQUIER CONTROVERSIA CON DOCUMENTACIÓN DE APOYO DEBE TENER UN SELLO POSTAL CON FECHA NO POSTERIOR AL 16 DE DICIEMBRE DE 2025.

Firma: ____________________________ Fecha: ________________

Exhibit B

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Aggrieved Employee	375
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Employee	375
Subtotal Admin Only	**$5,500.00**

Not-to-Exceed Total $5,500.00

For 375 Aggrieved Employee

Pricing Good for Scope of Estimate Only

August 6, 2025

Case: Sanchez v. Ickler Electric (PAGA) Administration wTranslation

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

Requesting Attorney: Humberto Castorena
Firm: Haines Law Group, APC
Contact Number: 424.292.1848
Email: hcastorena@haineslawgroup.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 375 Aggrieved Employee. 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*	$64.40	1	$64.40
Call Center & Long Distance	$1.95	13	$25.35
NCOA (USPS)	$125.00	1	$125.00
Language Translation	$250.00	1	$250.00
		Total	**$964.75**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.25	375	$93.75
Notice and Check Packet	$1.50	375	$562.50
Estimated Postage (up to 1 oz.)*	$0.74	375	$277.50
		Total	**$1,183.75**

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

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$50.00	2	$100.00
Skip Tracing Undeliverables	$1.75	38	$65.63
Remail Notice Packets	$1.50	38	$56.25
Estimated Postage	$0.74	38	$27.75
Programming Undeliverables	$50.00	2	$100.00
		Total	**$349.63**

Database Programming			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$125.00	1	$125.00
Case Manager	$75.00	1	$75.00
		Total	**$200.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$50.00	1	$50.00
Check Run Setup & Printing	$125.00	3	$375.00
		Total	**$1,115.00**

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

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	3	$375.00
Remail Undeliverable Checks (Postage Included)	$1.50	71	$106.88
Case Associate	$50.00	2	$100.00
Reconcile Uncashed Checks	$65.00	2	$130.00
Conclusion Reports	$100.00	2	$200.00
Case Manager Conclusion	$75.00	2	$150.00
Final Reporting & Declarations	$125.00	1	$125.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	$500.00	1	$500.00
		Total	**$1,686.88**

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

Estimate Total:	**$5,500.00**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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.