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*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

KALEAH BRIDGES, on behalf of herself and  
all others similarly situated,

Plaintiff,

vs.

SIMON PROPERTY GROUP, INC., a  
corporation; SBUX MANAGEMENT  
ASSOCIATES, LLC, a limited liability  
company; SIMON SBUX FRANCHISE,  
LLC, a limited liability company;and DOES 1  
through 100, inclusive,

Defendants.

Case No.: CIVSB2417986

**CLASS AND PAGA REPRESENTATIVE  
ACTION**

*[Assigned for all purposes to the  
Hon. Stephanie Tanada, Dept. S33]*

**FIRST AMENDED DECLARATION OF  
JODEY LAWRENCE ON BEHALF OF  
PHOENIX SETTLEMENT  
ADMINISTRATORS IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA ACTION  
SETTLEMENT**

Date: December 2, 2026  
Time: 8:30 a.m.  
Dept.: S33

Action Filed: June 4, 2024  
Trial Date: None Set

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I, Jodey Lawrence, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to  
I could and would do so competently under oath.

2. I am employed by Phoenix Class Action Administration Solutions (“Phoenix”),  
 a subsidiary of Business Development.

3. I personally have over seventeen years of experience in claims management and administration of class and collective action matters.

4. Phoenix has never had any financial interest in, nor any affiliation with, the Class or their counsel in the matter of *Bridges v. Simon Property Group, Inc.* Phoenix also has no actual or potential conflicts of interest with the Class.

## Qualifications and Experience as an Administrator

5. A true and correct copy of Phoenix's Curriculum Vitae is attached hereto as **Exhibit A**.

6. Phoenix has extensive experience administering class action matters and has appointed as the administrator in matters pending in both State and Federal courts. Phoenix has administered complex wage-and-hour, labor and employment, consumer/product liability, TCPA, FLSA, FACTA, ERISA, PAGA, and class action matters through final judgment and distribution. Phoenix has developed a robust system of quality assurance measures to ensure that the highest quality service is provided.

7. Phoenix has extensive experience in, and are experts, at all aspects of administering complex class action matters. This includes: (a) preparing, translating, printing, and tracking privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) building settlement websites; (d) claims management; (e) USPS processes and systems, including third party tracing and the use of reverse telephone directory services; (f) database management, programming and security protocols; (g) calculating and issuing settlement payments; and (8) tax management, filings, and account reconciliation.

/ / /

8. Phoenix's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

#### **Protection of Class Data**

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and therefore all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

- a. Phoenix's Business Continuity Policy;
- b. Phoenix's Disaster Recovery Plan;
- c. Phoenix's Incident Response Plan;
- d. Phoenix's Personal Computer Security Policy;
- e. Phoenix's Data Archiving and Retention Policy;
- f. Phoenix's Personnel Security Policy;

- g. Phoenix's Risk Assessment;
- h. Phoenix's Service Provider Risk Assessment;
- i. Phoenix's Classification and Access Rights Policy;
- j. Phoenix's Password Policy;
- k. Phoenix's Certification of Destruction; and
- l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, with a limit of liability of \$2,000,000, in addition to cyber insurance policy, with a limit of liability of \$3,000,000.

#### **Procedures for Notice Preparation**

12. As part of the procedures for mailing the Class Notice, Phoenix will run the names of all Class Members through the National Change of Address Database ("NCOA") to determine any updated addresses prior to the initial mailing. If a Class Notice from the initial notice mailing is returned as undeliverable, Phoenix will attempt to obtain a current address for the Class Member to whom the returned Class Notice had been mailed within 3 (three) calendar days of receipt of the returned Class Notice by undertaking skip tracing. If Phoenix is successful in obtaining a new address, it will promptly remail the Class Notice to the Class Member. Furthermore, any Class Notices that are returned to Phoenix with a forwarding address before the Response Deadline will be promptly remailed to the forwarding address affixed thereto.

#### **Phoenix Policies/Procedures for Data Breach and/or Mishandling of Funds**

13. **Incident Identification and Reporting:** Phoenix utilizes monitoring tools and internal reporting procedures to promptly detect any suspected data breach or irregularity involving confidential information or case-related funds. Any employee who becomes aware of a potential incident must immediately notify Phoenix's Compliance and Information Security teams.

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14. **Investigation and Containment Procedures:** Upon receiving notice of a suspected breach or mishandling event, Phoenix initiates an internal investigation to determine scope, cause, and impact. Phoenix takes immediate steps to contain the incident, secure affected systems or funds, and prevent additional unauthorized access or transactions.

15. **Notification Protocols:** If a breach of confidential or personal information is confirmed, Phoenix follows all applicable legal and contractual notification requirements. This includes timely notification to counsel, affected Parties, and, when necessary, regulatory agencies. Phoenix provides details of the incident, corrective actions taken, and any recommended steps for impacted individuals.

16. **Remediation and Corrective Action** Phoenix promptly implements corrective measures to address identified vulnerabilities and prevent future incidents. This may include system enhancements, employee retraining, policy updates, or additional monitoring mechanisms.

17. **Detection of Financial Irregularities:** Any discrepancies, unauthorized transactions, or indications of mishandling are immediately escalated to Phoenix’s Finance and Compliance teams. Phoenix reviews bank records, transaction logs, and authorization records to determine the root cause.

18. **Response to Mishandling of Funds:** If mishandling is confirmed, Phoenix takes immediate steps to correct the error, notify counsel, and implement appropriate safeguards. Phoenix may temporarily suspend affected processes until the issue is resolved, ensuring full accountability and documentation.

### Settlement Administration Cost

19. Phoenix only employs certified and/or qualified translators to translate Court-approved notices for posting on Phoenix's website and dissemination to the Class.

20. Phoenix's costs are reasonable and competitive when compared to the industry.

21. To complete the settlement administration for this matter as defined herein, Phoenix's fee will include hard cost and hourly costs detailed below:

/ / /

a. Hard Cost: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, Remailing and Translation.

b. Hourly Cost: The hourly rates include Programming Database & Setup, Project Management, Notice Packet Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case Management/Maintenance.

22. Phoenix prepared a detailed breakdown illustrating how its fee was calculated. A true and correct copy of Phoenix's Will Not Exceed Total bid of **\$11,250** is attached hereto as **Exhibit B**.

23. The Notice has been translated into Spanish and ATA-certified, and a true and correct copy of the English notice and the ATA-certified Spanish translation Notice is attached hereto and incorporated herein as **Exhibit C**.

I declare under the penalty of perjury under the laws of the United States and state of California that the foregoing is true and correct. Executed on September 10, 2026 Orange, California.

  
Jodey Lawrence

## EXHIBIT A



**1411 N. Batavia Street, Suite 105, Orange, CA 92867**

**800.523.5773**

**[www.phoenixclassaction.com](http://www.phoenixclassaction.com)**

## **CURRICULUM VITAE**

### **Phoenix, Class Action Administrators, PSA Overview**

Phoenix Settlement Administrators, PSA, is a National Class Action Notification and Claims Administration firm, located in Orange County, California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 38 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners possess all the qualities that our clients expect throughout the Noticing and Administration process to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing Consumer and Product Liability, TCPA, ADA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 400 Attorney & Law Firm Clients, which have entrusted us with the management of their claims administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With Hundreds of Millions of dollars in award distributions and currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality and Service as a mantra. Because of this approach, both Defense and Plaintiff Clients experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



## **Expert Core Services**

**Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.**

**State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.**

**Attorney General(s) CAFA Notification & ADA Cases.**

**Claims Programming, Administration, Processing and Reporting.**

**24/7/365 Multi-Lingual Call Center Support and Claims Processing**

**Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage**

**Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation**

**Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments**

## **Partial PSA Client List, Defense and Plaintiff**

**Fisher & Phillips  
Gordon & Rees  
Paul Plevin Sullivan & Connaughton  
Call & Jensen  
Seyfarth Shaw  
McKenna Long & Aldridge  
Greenberg Traurig  
Manning & Kass  
Littler Mendelson  
Perkins Coie  
Orrick Herrington & Sutcliffe  
Ogletree Deakins Nash Smoak & Stewart  
Morrison Foerster  
O'Hagan Meyer  
Winston & Strawn  
Sheppard Mullins  
Lewis Brisbois Bisgaard & Smith  
Morgan Lewis & Bockius  
Paul Hastings  
Snell & Wilmer  
Sidley Austin  
Higgs Fletcher & Mack  
Jackson Lewis  
Norton Rose Fulbright**

**Lavi & Ebrahimian, LLP  
Work Lawyers, PC  
Mahoney Law Group, APC  
Law Office of Thomas Rutledge  
Lawyers for Justice PC  
Matern Law Group, PC  
Rastegar Law Group  
Diversity Law Group  
Righetti & Glugoski  
Cohelan, Khoury & Singer  
Moon Law Group, PC  
Tunyan Law, APC  
The Spivak Law Firm  
Law Offices of Kenneth Yoon  
Paul Haines Law Group  
Parris Law Firm  
Mallison & Martinez  
Jackson, APC  
David Yeremian & Associates  
Aegis Law Firm  
Lauby, Mankin & Lauby, APC  
Parker & Minne, LLP  
Crosner Legal, APC  
Setareh Law Group**

## EXHIBIT B



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## CASE ASSUMPTIONS

|                       |             |
|-----------------------|-------------|
| Class Members         | 770         |
| Opt Out Rate          | 1%          |
| Opt Outs Received     | 8           |
| Total Class Claimants | 762         |
| Subtotal Admin Only   | \$11,250.00 |

**Not-to-Exceed Total \$11,250.00**

**For 770 Class Members**

Pricing Good for Scope of Estimate Only

**August 10, 2026**

## Case: Bridges v. Simon Property Group, Inc., Opt-Out Administration w/Spanish Translation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Tuvia Korobkin, Esq.

Firm: MARQUEE LAW GROUP, A.P.C.

Contact Number: (310) 275-1844

Email: tuvia@marqueelaw.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 826 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 | 3           | \$375.00           |
| Programming Database & Setup                                        | \$125.00 | 3           | \$375.00           |
| Toll Free Setup*                                                    | \$143.09 | 1           | \$143.09           |
| Call Center & Long Distance                                         | \$2.00   | 16          | \$32.00            |
| NCOA (USPS)                                                         | \$225.00 | 2           | \$450.00           |
| Total                                                               |          |             | \$1,375.09         |

\* Up to 120 days after disbursement

| Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting |            |             |                    |
|-----------------------------------------------------------------------------------------------|------------|-------------|--------------------|
| Project Action                                                                                | Rate       | Hours/Units | Line Item Estimate |
| Notice Packet Formatting                                                                      | \$125.00   | 3           | \$375.00           |
| Data Merge & Duplication Scrub                                                                | \$0.50     | 770         | \$385.00           |
| Notice Packet & Opt-Out Form                                                                  | \$1.25     | 770         | \$962.50           |
| Estimated Postage (up to 2 oz.)*                                                              | \$0.79     | 770         | \$608.30           |
| Static Website                                                                                | \$250.00   | 1           | \$250.00           |
| Spanish Language Translation                                                                  | \$1,000.00 | 1           | \$1,000.00         |
| Total                                                                                         |            |             | \$3,580.80         |

\* 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                                                                  | \$55.00 | 3           | \$165.00           |
| Skip Tracing Undeliverables                                                     | \$2.00  | 39          | \$77.00            |
| Remail Notice Packets                                                           | \$1.25  | 39          | \$48.13            |
| Estimated Postage                                                               | \$0.79  | 39          | \$30.42            |
| Programming Undeliverables                                                      | \$50.00 | 3           | \$150.00           |
| Total                                                                           |         |             | \$470.54           |

| Database Programming / Processing Opt-Outs, Deficiencies or Disputes |          |             |                    |
|----------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                      | Rate     | Hours/Units | Line Item Estimate |
| Programming Claims Database                                          | \$125.00 | 2           | \$250.00           |
| Non Opt-Out Processing                                               | \$200.00 | 1           | \$200.00           |
| Case Associate                                                       | \$55.00  | 2           | \$110.00           |
| Opt-Outs/Deficiency/Dispute Letters                                  | \$10.00  | 5           | \$50.00            |
| Case Manager                                                         | \$75.00  | 2           | \$150.00           |
| Total                                                                |          |             | \$760.00           |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks |          |             |                    |
|--------------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                          | Rate     | Hours/Units | Line Item Estimate |
| Programming Calculations                                                 | \$135.00 | 2           | \$270.00           |
| Disbursement Review                                                      | \$135.00 | 2           | \$270.00           |
| Programming Manager                                                      | \$95.00  | 2           | \$190.00           |
| QSF Bank Account & EIN                                                   | \$100.00 | 2           | \$200.00           |
| Check Run Setup & Printing                                               | \$125.00 | 2           | \$250.00           |
| Mail Class Checks *                                                      | \$1.00   | 762         | \$762.30           |
| Estimated Postage                                                        | \$0.74   | 762         | \$564.10           |
| Total                                                                    |          |             | \$2,506.40         |

\* 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   | 4           | \$500.00           |
| Remail Undeliverable Checks<br>(Postage Included)                                            | \$1.50     | 38          | \$57.17            |
| Case Associate                                                                               | \$50.00    | 4           | \$200.00           |
| Reconcile Uncashed Checks                                                                    | \$75.00    | 3           | \$225.00           |
| Conclusion Reports                                                                           | \$150.00   | 1           | \$150.00           |
| Case Manager Conclusion                                                                      | \$75.00    | 2           | \$150.00           |
| Final Reporting & Declarations                                                               | \$125.00   | 2           | \$250.00           |
| IRS & QSF Annual Tax Reporting *<br>(1 State Tax Reporting Included)                         | \$1,025.00 | 1           | \$1,025.00         |
| Total                                                                                        |            |             | \$2,557.17         |

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

**Estimate Total: \$11,250.00**



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.

## EXHIBIT C

## EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

KALEAH BRIDGES,

Plaintiff,

vs.

SIMON PROPERTY GROUP, INC., SBUX  
MANAGEMENT ASSOCIATES, LLC, SIMON  
SBUX FRANCHISE, LLC,

Defendants.

Case Nos. CIVSB2417986

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED  
SETTLEMENT**

To: All individuals who worked for Sbox Management Associates, LLC or Simon Sbox Franchise, LLC (the “Employing Entities”) as non-exempt employees in California at any time from June 3, 2020 through March 31, 2025 (“Class Release Period”).

**PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

***Why should you read this Notice?***

The San Bernardino County Superior Court (“Court”) has granted preliminary approval of a proposed class action settlement (the “Settlement”) that resolves a class and representative action lawsuit pending against Simon Property Group, Inc., Sbox Management Associates, LLC, and Simon Sbox Franchise, LLC (together, “Defendants”), called *Kaleah Bridges v. Simon Property Group, Inc., et al*, Case No. CIVSB2417986. This lawsuit will be referred to as the “Action.”

Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

Defendants’ records show that you were employed by the Employing Entities as a non-exempt employee in California at some point between June 3, 2020, and March 31, 2025. You are therefore a member of the proposed “Settlement Class.” 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.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take 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. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, <<ADMIN WEBSITE>>.

***What is this case about?***

Plaintiff Kaleah Bridges (“Plaintiff”) has filed a lawsuit alleging that Defendants violated California law with respect to employees who worked for the Employing Entities. Specifically,

Questions? Call (XXX) XXX-XXXX

Plaintiff alleges that Defendants: (i) failed to reimburse or indemnify employees for business expenses; (ii) failed to issue accurate itemized wage statements; (iii) failed to pay all wages at termination; and, as a result of the above, (iv) engaged in unlawful business practices. In addition, Plaintiff seeks recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”).

Plaintiff’s attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Defendants deny that they have done anything wrong and contend they complied with all applicable laws and regulations and that Plaintiff’s claims have no merit. Defendants also deny that they owe any wages, restitution, penalties, or other damages. By agreeing to settle, Defendants do not admit liability on any of the factual allegations or claims asserted in the Action or that the Action can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expenses, inconvenience, and interference with their business operations, Defendants have agreed to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation.

Plaintiff and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

#### ***Who are the Attorneys?***

|                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attorneys for Plaintiff / the Settlement Class:                                                                                                                                                                                                                                                                                                                                                                                                           | Attorneys for Defendants:                                                                                                                                                                                                                                                          |
| <b>MARQUEE LAW GROUP, APC</b><br>F. Shawn Azizollahi<br><a href="mailto:shawn@marqueelaw.com">shawn@marqueelaw.com</a><br>Tuvia Korobkin<br><a href="mailto:tuvia@marqueelaw.com">tuvia@marqueelaw.com</a><br>Alex Purcell<br><a href="mailto:alex@marqueelaw.com">alex@marqueelaw.com</a><br>9100 Wilshire Blvd., Suite 445 East<br>Beverly Hills, California 90212<br>Tel: (310) 275-1844<br><a href="http://www.marqueelaw.com">www.marqueelaw.com</a> | <b>BARNES &amp; THORNBURG LLP</b><br>Caroline Dickey<br><a href="mailto:caroline.dickey@btlaw.com">caroline.dickey@btlaw.com</a><br>2029 Century Park East, Suite 300<br>Los Angeles, California 90067<br>Tel.: (310) 284-3880<br><a href="http://www.btlaw.com">www.btlaw.com</a> |

#### ***What are the terms of the Settlement?***

Defendants have agreed to pay \$1,100,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including claims by Settlement Class members, attorneys’ fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representative Service Payment.

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

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$15,000 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Costs. Class Counsel will ask for fees of up to 35% of the Gross Settlement Amount, currently estimated to be \$385,000, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000 for reimbursement

of verified costs Class Counsel incurred in connection with the Lawsuit.

Class Representative Service Payment. Class Counsel will ask the Court to approve an award of \$10,000 to Plaintiff, also known as the “Class Representative.” This award is to compensate the Class Representative for her service and extra work provided on behalf of the Settlement Class.

PAGA Civil Penalties. The parties have agreed to allocate \$150,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiff’s PAGA claim. Pursuant to the requirements of the PAGA, seventy-five percent (75%) of that amount, or \$112,500, will be paid to the California Labor & Workforce Development Agency (“LWDA”). The remaining \$37,500 has been designated as the “PAGA Amount” and will be paid to certain Settlement Class members, known as PAGA Group members, as described below.

Calculation of Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately \$515,000. Together with the \$37,500 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be \$552,500. Payments to Settlement Class members, known as “Settlement Awards,” will be calculated as follows:

NSA Payment: All Participating Class Members (i.e., all Settlement Class members who do not opt out of the Settlement) will receive a payment from the NSA. The NSA will be distributed to all Participating Class Members based on each Participating Class Member’s proportionate number of workweeks worked for the Employing Entities as a non-exempt employee in California during the Class Release Period.

PAGA Amount Payment: In addition to the NSA, \$37,500 of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above, and will be allocated to all Settlement Class members (whether or not they opt out) who worked for the Employing Entities as a non-exempt employee in California at any time from June 3, 2023 to March 31, 2025 (the “PAGA Release Period”). This sub-group of Settlement Class members is known as the “PAGA Group.” All members of the PAGA Group will receive a payment from the PAGA Amount in proportion to the number of pay periods that they worked for the Employing Entities as a non-exempt employee in California during the PAGA Release Period.

Deposit of Gross Settlement Amount and Distribution of Payments. The Gross Settlement Amount will be funded by Defendants within 30 days of the “Effective Date,” as that term is defined in the Settlement. If the Court grants final approval of the Settlement and there are no objections, the Effective Date will be approximately 60 days after the date of final approval. Settlement Awards will be mailed approximately 8 business days after the Gross Settlement Amount is fully funded.

Allocation and Taxes. The claims in the Action are for expense reimbursements and for statutory or civil penalties, which are not treated as “wages” under California law. Therefore, for tax purposes the Settlement Awards shall be treated as reimbursements and penalties not subject to withholding. The Settlement Administrator will issue IRS forms 1099 for all Settlement Awards. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Defendants and their counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Upon the Effective Date (as defined in the Settlement) occurring and the Settlement being fully funded, Plaintiff and every Participating Class Member will release and discharge Defendants and Insuperity PEO Services, L.P., as well as any division thereof, any parent companies, subsidiaries, affiliated entities, and any predecessors, successors, and assigns of any of the foregoing, and any current or former officer or employee, director, trustee, agent, member, manager, contractor, shareholder, representative, insurer, investor, or employee benefit or welfare program or plan

(including administrators, trustees, fiduciaries, and insurers of such program or plan) (the “Released Parties”) from any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the operative Complaint in the Action or that could have been alleged based on the facts alleged in the operative Complaint in the Action, including but not limited to: (a) any alleged failure by Defendants (1) to reimburse or indemnify business expenses, (2) to issue compliant wage statements, or (3) to timely pay wages at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(3) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(3) above, including, without limitation, violation of California Labor Code sections 201-203, 226, 2802, 2804, or any other applicable state statute, rule and/or regulation (Wage Order), arising from their employment with the Employing Entities during the Class Release Period (“California Released Claims”).

In addition, upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release any right or claim for civil penalties or other relief pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the allegations set forth in the PAGA notice letter submitted by Plaintiff to the LWDA, including but not limited to civil penalties and other PAGA relief based on the alleged violations set forth in (a)(1) through (a)(3) in the immediately preceding paragraph, arising from their employment with the Employing Entities during the PAGA Release Period (“PAGA Released Claims”). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

#### ***How can I claim money from the Settlement?***

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for the Employing Entities as a non-exempt employee in California during the Class Release Period and the number of pay periods you worked for the Employing Entities as a non-exempt employee in California during the PAGA Release Period. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to the State of California Unclaimed Property Fund in your name.

#### ***How much money will I receive from the Settlement?***

Based on Defendants’ records, your total Settlement Award is estimated to be <<\$XXXXXX>>, which includes <<\$XXXXXX>> from the Net Settlement Amount and <<\$XXXXXX>> from the PAGA Amount. The enclosed “Notice of Estimated Settlement Award” contains the data from Defendants’ records that was relied upon in calculating your estimated payment.

#### ***How will I receive money from the Settlement?***

The Settlement Administrator will send, by U.S. mail, a single check to each Settlement Class member who is entitled to a Settlement Award following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Settlement

Administrator as soon as possible.

### ***What other options do I have?***

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated as noted above. Your estimated Settlement Award is based on the number of workweeks you worked for the Employing Entities in California as a non-exempt employee during the Class Release Period and the number of pay periods you worked for the Employing Entities in California as a non-exempt employee during the PAGA Release Period. The information contained in Defendants' records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award.

If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or postcard, postmarked no later than **<<RESPONSE DEADLINE>>**, with your full name (as well as any former names you used while you worked for the Employing Entities), your current address, telephone number, last 4 digits of your social security number, and your signature. Although there is no specific language that must be included, the Request for Exclusion must state that you wish to exclude yourself from the Settlement Class in the *Kaleah Bridges v. Simon Property Group* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all PAGA Group members, even those who submit a valid and timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class Settlement, or any portion of it, you may (1) mail a written Objection to the Settlement Administrator, and/or (2) appear at the Final Approval Hearing and object orally. Any written Objection must include your full name (as well as any former names used while you worked for the Employing Entities), current address, current phone number and e-mail address, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Any written Objections must be postmarked on or before **<<RESPONSE DEADLINE>>**. If you do not submit a written objection, you may still object orally at the Final Approval Hearing and discuss your objection with the judge.

If you wish to appear at the Final Approval Hearing, you have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with

the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

#### ***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department S33 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of costs/expenses, the Class Representative Service Payment, and the Settlement administration costs.

The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. If you would like to confirm the date and time of the Final Approval Hearing, you may consult the Settlement website at <<website URL>>. You may also visit the Court website as described below. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

#### ***How can I get additional information?***

This Notice is only a summary of the Action and the Settlement. For more information, you may consult the Court's website, <https://sanbernardino.courts.ca.gov>. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.**

#### ***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. This deadline will be strictly enforced.

## **EXHIBIT B**

**NOTICE OF ESTIMATED SETTLEMENT AWARD**

***KALEAH BRIDGES v. SIMON PROPERTY GROUP, INC., ET AL***

**San Bernardino County Superior Court Case No. CIVSB2417986**

Please complete, sign, and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**(I) Please type or print your name:**

\_\_\_\_\_  
(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information has changed:**

\_\_\_\_\_  
Former Names (if any)

\_\_\_\_\_  
New Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone number (if you wish to be contacted by phone)

**(III) Information Used to Calculate Your Estimated Settlement Award:**

According to Defendants' records:

- (a) you worked for [REDACTED] workweeks for Sbox Management Associates, LLC and/or Simon Sbox Franchise, LLC as a non-exempt employee in California between June 3, 2020 and March 31, 2025;
- (b) you worked for [REDACTED] pay periods for Sbox Management Associates, LLC and/or Simon Sbox Franchise LLC as a non-exempt employee in California between June 3, 2023 and March 31, 2025.

Based on the above, your Settlement Award is estimated at \$ [REDACTED], which includes \$ [REDACTED] from the Net Settlement Amount and \$ [REDACTED] from the PAGA Amount.

**(IV) If you disagree with either of the items (a) - (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you dispute the above information from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes that their records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, the dispute will be resolved by the Settlement Administrator in consultation with counsel for the Parties. The Settlement Administrator's determination will be final.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN **<<RESPONSE DEADLINE>>**.**



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

### Certification of Translation Accuracy

#### Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **Bridges v. Simon - Notice Packet 1.15.26 - Clean, Kaleah Bridges V. Simon Property Group, Inc., Sbox Management Associates, Llc, Simon Sbox Franchise, Llc, Case No. . CIVSB2417986**

Order Date: September 09, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

## TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of to ***Bridges v. Simon - Notice Packet 1.15.26 - Clean***, in the case of *Kaleah Bridges V. Simon Property Group, Inc., Sbox Management Associates, Llc, Simon Sbox Franchise, Llc, Case No. CIVSB2417986* and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on SEPT 09

09/09/2026

Christina Harmon

Christina Guerrero Harmon

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Date

Certification Credentials may be verified online at

<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

## PRUEBA DOCUMENTAL A

*¿Preguntas? Llame al (XXX) XXX-XXXX*



TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE SAN BERNARDINO

KALEAH BRIDGES,

Demandante,

vs.

SIMON PROPERTY GROUP, INC., SBUX  
MANAGEMENT ASSOCIATES, LLC,  
SIMON SBUX FRANCHISE, LLC,

Demandados.

Causa No. CIVSB2417986

**NOTIFICACIÓN DE PENDENCIA  
DE DEMANDA COLECTIVA Y  
ACUERDO PROPUESTO**

Para: Todas las personas que trabajaron para Sbox Management Associates, LLC o Simon Sbox Franchise, LLC (las “Entidades Empleadoras”) como empleados no exentos en California en cualquier momento desde el 3 de junio de 2020 hasta el 31 de marzo de 2025 (“Período de Exoneración de la Clase”).

**LEA ESTA NOTIFICACIÓN CON ATENCIÓN.  
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS, ACTÚE USTED O NO.**

***¿Por qué leer esta Notificación?***

El Tribunal Superior del Condado de San Bernardino (“Tribunal”) ha otorgado la aprobación preliminar de un acuerdo de conciliación propuesto en una demanda colectiva (el “Acuerdo”) que resuelve una demanda colectiva y representativa pendiente contra Simon Property Group, Inc., Sbox Management Associates, LLC, y Simon Sbox Franchise, LLC (en conjunto, los “Demandados”), llamada *Kaleah Bridges v. Simon Property Group, Inc., et al*, Causa No. CIVSB2417986. Esta demanda se denominará la “Acción”.

Debido a que sus derechos pueden verse afectados por el Acuerdo, es importante que lea esta Notificación con atención.

En los expedientes de los Demandados consta que usted fue empleado por las Entidades Empleadoras como empleado no exento en California en algún momento entre el 3 de junio de 2020 y el 31 de marzo de 2025. Por lo tanto, usted es miembro de la “Clase del Acuerdo” propuesta. El Tribunal ordenó que esta Notificación le fuera enviada porque es posible que tenga derecho a recibir dinero bajo el Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de esta Notificación es proporcionarle una breve descripción de la Acción, informarle sobre los términos del Acuerdo propuesto, describir sus derechos en relación con el Acuerdo y explicarle qué medidas puede tomar para participar en el Acuerdo, objetarlo o excluirse de él. Si no se excluye del Acuerdo y el Tribunal lo aprueba definitivamente, quedará obligado por los términos del Acuerdo y por cualquier Sentencia Definitiva. Si se dicta una sentencia definitiva en este caso, se publicará en el sitio web del Administrador del Acuerdo, **<<ADMIN WEBSITE>>**.



*¿Preguntas? Llame al (XXX) XXX-XXXX*

### ***¿De qué trata esta causa?***

La Demandante Kaleah Bridges (“Demandante”) ha presentado una demanda en la que alega que los Demandados incumplieron la ley de California con respecto a los empleados que trabajaron para las Entidades Empleadoras. Específicamente, la Demandante alega que los Demandados: (i) no reembolsaron ni resarcieron a los empleados por gastos laborales; (ii) no emitieron comprobantes de pago detallados y exactos; (iii) no pagaron todos los salarios al momento de la terminación; y, como resultado de lo anterior, (iv) incurrieron en prácticas comerciales ilícitas. Además, la Demandante solicita el pago de sanciones civiles derivadas conforme a la Ley de Procuradores Generales Privados (PAGA por sus siglas en inglés), prevista en el Código Laboral de California.

Los abogados de la Demandante, quienes también representan los intereses de todos los miembros de la Clase del Acuerdo, son conocidos como “Abogados de la Clase”.

Los Demandados niegan haber cometido conducta indebida alguna y sostienen que cumplieron con todas las leyes y reglamentos aplicables y que las reclamaciones de la Demandante carecen de fundamento. Los Demandados también niegan adeudar salarios, restitución, sanciones u otros daños y perjuicios. Al aceptar conciliar, los Demandados no admiten responsabilidad respecto de ninguna de las alegaciones de hecho o reclamaciones formuladas en la Acción, ni admiten que la Acción pueda o deba tramitarse como demanda colectiva fuera del contexto de un acuerdo.

El Tribunal no se ha pronunciado sobre el fondo del asunto de las reclamaciones de la Demandante. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencias con sus operaciones comerciales, los Demandados han aceptado resolver la Acción según los términos resumidos en esta Notificación. Después de que los Demandados proporcionaron información relevante a los Abogados de la Clase, el Acuerdo se alcanzó tras una mediación.

La Demandante y los Abogados de la Clase también apoyan el Acuerdo. Entre las razones para apoyarlo se encuentran las posibles defensas de los Demandados frente a la responsabilidad, el riesgo de que se deniegue la Certificación de la Clase, los riesgos inherentes de un juicio sobre el fondo del asunto y las demoras e incertidumbres asociadas con el litigio.

### ***¿Quiénes son los Abogados?***

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Abogados de la Demandante / de la Clase del Acuerdo:</p> <p><b>MARQUEE LAW GROUP, APC</b><br/>F. Shawn Azizollahi<br/><a href="mailto:shawn@marqueelaw.com">shawn@marqueelaw.com</a><br/>Tuvia Korobkin<br/><a href="mailto:tuvia@marqueelaw.com">tuvia@marqueelaw.com</a><br/>Alex Purcell<br/><a href="mailto:alex@marqueelaw.com">alex@marqueelaw.com</a><br/>9100 Wilshire Blvd., Suite 445 East<br/>Beverly Hills, California 90212<br/>Tel: (310) 275-1844<br/><a href="http://www.marqueelaw.com">www.marqueelaw.com</a></p> | <p>Abogados de los Demandados:</p> <p><b>BARNES &amp; THORNBURG LLP</b><br/>Caroline Dickey<br/><a href="mailto:caroline.dickey@btlaw.com">caroline.dickey@btlaw.com</a><br/>2029 Century Park East, Suite 300<br/>Los Angeles, California 90067<br/>Tel.: (310) 284-3880<br/><a href="http://www.btlaw.com">www.btlaw.com</a></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### ***¿Cuáles son los términos del Acuerdo?***

Los Demandados han acordado pagar \$1,100,000.00 (el “Monto Bruto del Acuerdo”) para resolver en su totalidad todas las reclamaciones de la Acción, incluidas las reclamaciones de los miembros de la Clase del Acuerdo, los honorarios de abogado, los costos, los gastos de administración del Acuerdo, las sanciones civiles PAGA y el Pago por Servicio al Representante de la Clase.

Las partes solicitarán las siguientes deducciones del Monto Bruto del Acuerdo:

*¿Preguntas? Llame al (XXX) XXX-XXXX*



Gastos de Administración del Acuerdo. El Tribunal ha aprobado que Phoenix Settlement Administrators actúe como el “Administrador del Acuerdo”, que le envía esta Notificación y realizará muchas otras funciones relacionadas con el Acuerdo. El Tribunal ha aprobado reservar hasta \$15,000 del Monto Bruto del Acuerdo para pagar los gastos de administración del Acuerdo.

Honorarios de Abogado y Costos. Los Abogados de la Clase solicitarán honorarios de hasta el 35% del Monto Bruto del Acuerdo, actualmente estimados en \$385,000, como compensación razonable por el trabajo que realizaron, y continuarán realizando, en esta Acción hasta la conclusión del Acuerdo. Los Abogados de la Clase también solicitarán el reembolso de hasta \$25,000 por el reembolso de los costos comprobados en que incurrieron en relación con el litigio.

Pago por Servicio al Representante de la Clase. Los Abogados de la Clase le solicitarán al Tribunal que apruebe un Pago de \$10,000 a la Demandante, también conocida como la “Representante de la Clase”. Este Pago tiene por objeto compensar a la Representante de la Clase por su servicio y el trabajo adicional realizado en nombre de la Clase del Acuerdo.

Sanciones Civiles PAGA. Las partes han acordado asignar \$150,000 del Monto Bruto del Acuerdo como presuntas sanciones civiles para conciliar la reclamación PAGA de la Demandante. De conformidad con los requisitos de PAGA, el setenta y cinco por ciento (75%) de esa cantidad, o \$112,500, se pagará a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA” por sus siglas en inglés). Los \$37,500 restantes se han designado como el “Monto PAGA” y se pagarán a ciertos miembros de la Clase del Acuerdo, conocidos como miembros del Grupo PAGA, como se describe a continuación.

Cálculo de los Pagos del Acuerdo de los Miembros de la Clase del Acuerdo. Después de deducir las cantidades anteriores aprobadas por el Tribunal, el saldo del Monto Bruto del Acuerdo constituirá el Monto Neto del Acuerdo (“NSA” por sus siglas en inglés), que se distribuirá a todos los miembros de la Clase del Acuerdo que no presenten una Solicitud de Exclusión válida y presentada dentro del plazo (descrita a continuación). Se estima que el NSA será de aproximadamente \$515,000. Junto con el Monto PAGA de \$37,500, se estima que la cantidad total que se distribuirá a los miembros de la Clase del Acuerdo será de \$552,500. Los pagos a los miembros de la Clase del Acuerdo, denominados “Pagos del Acuerdo”, se calcularán de la siguiente manera:

Pago del NSA: Todos los Miembros Participantes de la Clase (es decir, todos los miembros de la Clase del Acuerdo que no se excluyan del Acuerdo) recibirán un pago del NSA. El NSA se distribuirá entre todos los Miembros Participantes de la Clase en proporción al número de semanas laborales que cada Miembro Participante de la Clase trabajó para las Entidades Empleadoras como empleado no exento en California durante el Período de Exoneración de la Clase.

Pago del Monto PAGA: Además del NSA, \$37,500 del Monto Bruto del Acuerdo ha sido designado como el “Monto PAGA” como se describe anteriormente, y será asignado a todos los miembros de la Clase del Acuerdo (ya sea que se excluyan o no) que trabajaron para las Entidades Empleadoras como empleado no exento en California en cualquier momento desde el 3 de junio de 2023 hasta el 31 de marzo de 2025 (el “Período de Exoneración PAGA”). Este subgrupo de miembros de la Clase del Acuerdo se conoce como el “Grupo PAGA”. Todos los miembros del Grupo PAGA recibirán un pago del Monto PAGA en proporción al número de períodos de pago que trabajaron para las Entidades Empleadoras como empleado no exento en California durante el Período de Exoneración PAGA.

Depósito del Monto Bruto del Acuerdo y Distribución de los Pagos. Los Demandados financiarán el Monto Bruto del Acuerdo dentro de los 30 días siguientes a la “Fecha de Entrada en Vigor”, según se define ese término en el Acuerdo. Si el Tribunal otorga la aprobación definitiva del Acuerdo y no hay objeciones, la Fecha de Entrada en Vigor será aproximadamente 60 días después de la fecha de la aprobación definitiva. Los Pagos del Acuerdo se enviarán por correo aproximadamente 8 días hábiles después de que el Monto Bruto del Acuerdo se haya financiado en su totalidad.

Asignación e Impuestos. Las reclamaciones de la Acción son por reembolso de gastos y por sanciones legales o civiles, que no se tratan como “salarios” conforme a la ley de California. Por lo tanto, para fines fiscales, los Pagos del Acuerdo se tratarán como reembolsos y sanciones no sujetos a retención.



El Administrador del Acuerdo emitirá Formularios 1099 del IRS para todos los Pagos del Acuerdo. Los miembros de la Clase del Acuerdo son responsables de dar a sus Pagos del Acuerdo el tratamiento correcto a efectos del impuesto sobre la renta. El Administrador del Acuerdo, los Demandados y sus abogados, y la Demandante y los Abogados de la Clase no pueden proporcionar asesoría fiscal. Por consiguiente, los miembros de la Clase del Acuerdo deberían consultar con sus asesores fiscales sobre las consecuencias fiscales y el tratamiento de los pagos que reciban en virtud del Acuerdo.

**Exoneración.** Una vez que ocurra la Fecha de Entrada en Vigor (según se define en el Acuerdo) y el Acuerdo esté financiado en su totalidad, la Demandante y cada Miembro Participante de la Clase exonerarán y liberarán de responsabilidad a los Demandados y a Insperity PEO Services, L.P., así como a cualquier división de estos, cualquier sociedad matriz, subsidiaria o entidad afiliada, cualquier predecesor, sucesor o cesionario de cualquiera de los anteriores, y cualquier directivo o empleado actual o anterior, director, fideicomisario, agente, miembro, gerente, contratista, accionista, representante, asegurador, inversionista, o programa o plan de beneficios o bienestar para empleados (incluidos los administradores, fideicomisarios, fiduciarios y aseguradores de dicho programa o plan) (las “Partes Exoneradas”), de todas y cada una de las causas de acción, reclamaciones, derechos, daños y perjuicios y sanciones conforme a la ley de California que fueron alegadas en la Demanda Vigente de la Acción o que podrían haberse alegado con base en los hechos alegados en la Demanda Vigente de la Acción y que surjan de su empleo con las Entidades Empleadoras durante el Período de Exoneración de la Clase, incluidas, entre otras: (a) cualquier presunto incumplimiento por parte de los Demandados de (1) reembolsar o resarcir gastos laborales, (2) emitir comprobantes de pago conformes o (3) pagar dentro del plazo los salarios al finalizar el empleo; (b) cualquier derecho o reclamación por prácticas comerciales desleales en incumplimiento de los artículos 17200 y siguientes del Código de Negocios y Profesiones de California, con base en los presuntos incumplimientos establecidos en (a)(1) a (a)(3) anteriores; y (c) cualquier incumplimiento del Código Laboral de California que surja de la conducta alegada en (a)(1) a (a)(3) anteriores o esté relacionada con ella, incluidos, entre otros, los incumplimientos de los artículos 201-203, 226, 2802 y 2804 del Código Laboral de California, o de cualquier otro estatuto, regla y/o reglamento estatal aplicable (Orden Salarial de la IWC) (“Reclamaciones Exoneradas de California”).

Además, una vez que (i) ocurra la Fecha de Entrada en Vigor y (ii) el Monto Bruto del Acuerdo esté financiado en su totalidad, todos los miembros del Grupo PAGA (se excluyan o no del Acuerdo) renunciarán a todo derecho o reclamación por sanciones civiles u otra reparación de conformidad con PAGA que se derive del Código Laboral de California o de las Órdenes Salariales de la IWC, con base en las alegaciones expuestas en la carta de Notificación PAGA presentada por la Demandante a la LWDA, incluidas, entre otras, las sanciones civiles y otras reparaciones conforme a PAGA basadas en los presuntos incumplimientos establecidos en (a)(1) a (a)(3) del párrafo inmediatamente anterior, y surja de su empleo con las Entidades Empleadoras durante el Período de Exoneración PAGA (“Reclamaciones PAGA Exoneradas”). De conformidad con *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), todos los miembros del Grupo PAGA estarán obligados por la parte PAGA del Acuerdo y no podrán excluirse de esa parte del Acuerdo.

**Acuerdo Condicional.** Al otorgar la Aprobación Preliminar del Acuerdo, el Tribunal ha determinado que el Acuerdo se encuentra dentro del rango de posible aprobación como justo, razonable y adecuado. Este Acuerdo está condicionado a que el Tribunal dicte, en la Audiencia de Aprobación Definitiva o después de ella, una orden mediante la cual apruebe definitivamente el Acuerdo.

### ***¿Cómo puedo recibir dinero a partir del Acuerdo?***

**No Hacer Nada.** Usted no necesita hacer nada si desea recibir un pago del Acuerdo y participar en él. Si no hace nada, tendrá derecho a su Pago del Acuerdo con base en el número de semanas laborales que trabajó para las Entidades Empleadoras como empleado no exento en California durante el Período de Exoneración de la Clase y el número de períodos de pago que trabajó para las Entidades Empleadoras como empleado no exento en California durante el Período de Exoneración PAGA. También quedará obligado por el Acuerdo, incluida la exoneración de reclamaciones establecida en esta Notificación.

*¿Preguntas? Llame al (XXX) XXX-XXXX*



Fecha Límite para Cobrar el Cheque y Cheques No Cobrados. Usted debe cobrar o depositar su cheque del Pago del Acuerdo dentro de los 180 días siguientes a la fecha en que el Administrador del Acuerdo se lo envíe por correo. Si no cobra ni deposita su cheque dentro de los 180 días, el cheque quedará sin validez y los fondos correspondientes se transferirán al Fondo de Bienes No Reclamados del Contralor de California a su nombre.

### ***¿Cuánto dinero recibiré a partir del Acuerdo?***

Con base en los expedientes de los Demandados, se estima que su Pago total del Acuerdo será de <<\$XXXXXX>>, que incluye <<\$XXXXXX>> del Monto Neto del Acuerdo y <<\$XXXXXX>> del Monto PAGA. La “Notificación del Pago Estimado del Acuerdo” adjunta contiene los datos de los expedientes de los Demandados que se utilizaron para calcular su pago estimado.

### ***¿Cómo recibiré el dinero a partir del Acuerdo?***

El Administrador del Acuerdo enviará, por correo de USA un solo cheque a cada miembro de la Clase del Acuerdo que tenga derecho a un Pago del Acuerdo después de la Fecha de Entrada en Vigor de este Acuerdo. Su cheque se enviará a la misma dirección que esta Notificación. Si cambia de dirección, notifique al Administrador del Acuerdo lo antes posible.

### ***¿Qué otras opciones tengo?***

Disputa sobre la Información de la Notificación del Pago Estimado del Acuerdo. Su Pago Estimado del Acuerdo se ha calculado como se indicó anteriormente. Su Pago Estimado del Acuerdo se basa en el número de semanas laborales que trabajó para las Entidades Empleadoras en California como empleado no exento durante el Período de Exoneración de la Clase y el número de períodos de pago que trabajó para las Entidades Empleadoras en California como empleado no exento durante el Período de Exoneración PAGA. La información contenida en los expedientes de los Demandados respecto de cada uno de estos factores aparece en la Notificación del Pago Estimado del Acuerdo adjunta.

Si no está de acuerdo con la información de su Notificación del Pago Estimado del Acuerdo, puede presentar una disputa, junto con cualquier documentación de respaldo, de conformidad con los procedimientos indicados en la Notificación del Pago Estimado del Acuerdo. Toda disputa, junto con la documentación de respaldo, debe llevar matasellos a más tardar el <<RESPONSE DEADLINE>>. **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 presentadas y discutirán de buena fe cómo resolver cualquier disputa presentada por miembros de la Clase del Acuerdo. La decisión del Administrador del Acuerdo respecto de cualquier disputa será definitiva.

Excluirse de la Parte del Acuerdo Correspondiente a la Demanda Colectiva. Si **no** desea participar en la parte del Acuerdo correspondiente a la demanda colectiva, puede excluirse enviando al Administrador del Acuerdo una carta o tarjeta postal que constituya una “Solicitud de Exclusión” por escrito, con matasellos a más tardar el <<RESPONSE DEADLINE>>, que incluya su nombre completo (así como cualquier nombre anterior que haya usado mientras trabajó para las Entidades Empleadoras), su dirección actual, número de teléfono, los últimos 4 dígitos de su Número de Seguro Social y su firma. Aunque no se exige una redacción específica, la Solicitud de Exclusión debe indicar que desea excluirse de la Clase del Acuerdo en el litigio *Kaleah Bridges v. Simon Property Group*.

Envíe cualquier Solicitud de Exclusión directamente al Administrador del Acuerdo a <<ADMINISTRATOR CONTACT INFO>>. Toda persona que presente una Solicitud de Exclusión válida y presentada dentro del plazo, una vez recibida, dejará de ser miembro de la Clase del Acuerdo respecto de las reclamaciones de la clase, quedará impedida de participar en la parte del Acuerdo correspondiente a la demanda colectiva y no recibirá beneficios de esa parte del Acuerdo. Toda persona que presente una Solicitud de Exclusión válida y presentada dentro del plazo también carecerá de legitimación para presentar una objeción al Acuerdo. Sin embargo, todos los miembros del Grupo



PAGA, incluso quienes presenten una Solicitud de Exclusión válida y presentada dentro del plazo, estarán obligados por la parte PAGA del Acuerdo y recibirán una parte del Monto PAGA.

**Objeciones al Acuerdo.** Si no presenta una Solicitud de Exclusión, tiene derecho a objetar los términos del Acuerdo de la Clase. Sin embargo, si el Tribunal rechaza su objeción, seguirá obligado por los términos del Acuerdo. Si desea objetar el Acuerdo de la Clase o cualquier parte de este, puede (1) enviar por correo una Objeción por escrito al Administrador del Acuerdo y/o (2) comparecer en la Audiencia de Aprobación Definitiva y objetar oralmente. Toda Objeción por escrito debe incluir su nombre completo (así como cualquier nombre anterior que haya usado mientras trabajaba para las Entidades Empleadoras), su dirección actual, su número de teléfono actual y su dirección de correo electrónico, el nombre y la información de contacto de cualquier abogado que lo represente, cada motivo específico de su objeción y todo fundamento jurídico o fáctico de cada objeción, incluidos cualesquiera documentos de respaldo, escritos jurídicos, pruebas documentales, declaraciones y/u otras pruebas. Todas las Objeciones por escrito deben llevar matasellos a más tardar el **<<RESPONSE DEADLINE>>**. Si no presenta una objeción por escrito, aún puede objetar oralmente en la Audiencia de Aprobación Definitiva y explicar su objeción al juez.

Si desea comparecer en la Audiencia de Aprobación Definitiva, tiene derecho a hacerlo en persona o por medio de su propio abogado. Si desea comparecer en la Audiencia de Aprobación Definitiva y/o contratar a un abogado para que lo represente en la audiencia, debe hacerlo a su propio costo. Todo abogado que tenga la intención de representar a una persona que objeta el Acuerdo debe presentar una Notificación de Comparecencia ante el Tribunal y notificarla a los abogados de todas las partes a más tardar el **<<RESPONSE DEADLINE>>**.

Si objeta el Acuerdo, seguirá siendo miembro de la Clase del Acuerdo y, si el Tribunal aprueba el Acuerdo, quedará obligado por sus términos de la misma manera que los miembros de la Clase del Acuerdo que no objetan. En otras palabras, al presentar una Objeción, no se está excluyendo del Acuerdo.

### ***¿Cuál es el siguiente paso?***

El Tribunal celebrará una Audiencia de Aprobación Definitiva para determinar si el Acuerdo es adecuado, razonable y justo el **<<FINAL APPROVAL HEARING DATE/TIME>>**, en el juzgado S33 del Tribunal Superior del Condado de San Bernardino, ubicado en 247 West Third Street, San Bernardino, California 92415. En la Audiencia de Aprobación Definitiva, también se pedirá al Tribunal que se pronuncie sobre la solicitud de los Abogados de la Clase de honorarios de abogado y reembolso de costos/gastos, el Pago por Servicio al Representante de la Clase y los gastos de administración del Acuerdo.

La Audiencia de Aprobación Definitiva puede ser aplazada o reprogramada sin notificación adicional a la Clase del Acuerdo. Si desea confirmar la fecha y hora de la Audiencia de Aprobación Definitiva, puede consultar el sitio web del Acuerdo en **<<website URL>>**. También puede visitar el sitio web del Tribunal como se describe a continuación. **No tiene la obligación asistir a la Audiencia de Aprobación Definitiva, aunque cualquier miembro de la Clase del Acuerdo puede asistir a la audiencia a su propio costo.**

### ***¿Cómo puedo obtener información adicional?***

Esta Notificación es solo un resumen de la Acción y del Acuerdo. Para obtener más información, puede consultar el sitio web del Tribunal, <https://sanbernardino.courts.ca.gov>. También puede comunicarse con el Administrador del Acuerdo o con los Abogados de la Clase usando la información de contacto indicada anteriormente para obtener más información.

**POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL PARA PEDIR INFORMACIÓN SOBRE ESTE ACUERDO.**

¿Preguntas? Llame al **(XXX) XXX-XXXX**



## ***RECORDATORIO SOBRE LOS PLAZOS***

La fecha límite para presentar alguna Disputa, Solicitud de Exclusión u Objeción es el <<RESPONSE DEADLINE>>. Esta fecha límite se hará cumplir estrictamente.

*¿Preguntas? Llame al (XXX) XXX-XXXX*



**PRUEBA DOCUMENTAL B**



**NOTIFICACIÓN DEL PAGO ESTIMADO DEL ACUERDO**

***KALEAH BRIDGES v. SIMON PROPERTY GROUP, INC., ET AL***

**Tribunal Superior del Condado de San Bernardino Causa No. CIVSB2417986**

Por favor, complete, firme y devuelva este Formulario a <<ADMINISTRATOR CONTACT INFO>> SOLO SI (1) su información de contacto personal ha cambiado y/o (2) desea disputar cualquiera de los elementos enumerados en la Sección (III), a continuación. Es su responsabilidad mantener registrada una dirección actual ante el Administrador del Acuerdo.

**(I) Por favor, escriba a máquina o en letra de molde su nombre:**

\_\_\_\_\_  
(Nombre, Segundo Nombre, Apellido)

**(II) Por favor, escriba a máquina o en letra de molde la siguiente información de identificación si su información de contacto ha cambiado:**

\_\_\_\_\_  
Nombres Anteriores (si los hay)

\_\_\_\_\_  
Nueva Dirección Postal

\_\_\_\_\_  
Ciudad

\_\_\_\_\_  
Estado

\_\_\_\_\_  
Código Postal

\_\_\_\_\_  
Número de teléfono (si desea ser contactado por teléfono)

**(III) Información utilizada para calcular su Pago Estimado del Acuerdo:**

Según los expedientes de los Demandados:

- (a) usted trabajó durante [REDACTED] semanas laborales para Sbox Management Associates, LLC y/o Simon Sbox Franchise, LLC como empleado no exento en California entre el 3 de junio de 2020 y el 31 de marzo de 2025;
- (b) Usted trabajó durante [REDACTED] períodos de pago para Sbox Management Associates, LLC y/o Simon Sbox Franchise LLC como empleado no exento en California entre el 3 de junio de 2023 y el 31 de marzo de 2025.

Con base en lo anterior, su Pago del Acuerdo se estima en \$ [REDACTED], que incluye \$ [REDACTED] del Monto Neto del Acuerdo y \$ [REDACTED] del Monto PAGA.

**(IV) Si usted no está de acuerdo con cualquiera de los elementos (a) - (b) de la Sección (III) anterior, por favor explique por qué en el espacio proporcionado a continuación e incluya copias de cualquier evidencia o documentación de respaldo con este Formulario:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Si disputa la información anterior de los expedientes de los Demandados, los expedientes de los Demandados prevalecerán a menos que pueda proporcionar documentación que demuestre que son erróneos. Si existe una disputa sobre si la información de los Demandados o la suya es correcta, la disputa será resuelta por el Administrador del Acuerdo en consulta con los abogados de las Partes. La determinación del Administrador del Acuerdo será definitiva.

**Fecha:** \_\_\_\_\_

**Firma:** \_\_\_\_\_

**CUALQUIER DISPUTA (INCLUIDOS LOS DOCUMENTOS DE RESPALDO) DEBE LLEVAR MATASELLOS A MÁS TARDAR EL <<RESPONSE DEADLINE>>.**



