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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

CHRISTIE MINES, as an individual and on behalf of all others similarly situated, Plaintiff, vs. SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL, a California nonprofit corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24CV005289 Assigned to the Honorable Thoman W. Wills, Dept. 15) **DECLARATION OF TAYLOR MITZNER REGARDING SETTLEMENT NOTICE ADMINISTRATION** Date: November 21, 2025 Time: 8:30 A.M. Dept.: 15 Action Filed: December 12, 2024 Trial Date: Not Set

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Christie Mines v. Southern Monterey County Memorial Hospital* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class and PAGA 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) reviewing the number of qualifying pay periods each Class Member worked during the period from March 8, 2023 through August 31, 2025 ("Class Period") and each Aggrieved Employee worked during the time period from December 2, 2023 through August 31, 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 December 5, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and qualifying pay periods for each Class Member ("Class List"). The final mailing list contained one hundred eighty-four (184) individuals identified as Class Members.

4. On December 9, 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 December 22, 2025, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all one hundred eighty-four (184) 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, seven (7) Notices have been returned to Phoenix. None were returned with a forwarding address. For the seven (7) 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 seven (7) Notices that were skip traced, six (6) 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, one (1) Notice remains undeliverable.

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 February 5, 2026.

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 February 5, 2026.

10. As of the date of this declaration, Phoenix has received <u>zero (0) qualifying pay period disputes</u> from Class Members. The deadline for submitting a dispute was February 5, 2026.

11. There are one hundred eighty-four (184) 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 four hundred six (406) qualifying pay periods during the Class Period. Each qualifying pay period is valued at approximately $188.38.

12. The Escalator Clause of the Settlement Agreement indicates if the final tally of qualifying pay periods increases by more than 10% above four hundred six (406), then Defendant

will proportionally increase the Gross Settlement Amount. There was a total of 406 qualifying pay periods during the Class Period. Since the total qualifying pay periods did not exceed 10% of 406, the Escalator Clause was not triggered.

13. The Net Settlement Amount of $76,482.14 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($56,666.66), and Class Counsel costs ($2,101.20), requested Enhancement Payment to Plaintiff Mines ($5,000.00), the PAGA Amount ($20,000.00), and the requested Settlement Administration Costs ($6,750.00) from the Gross Settlement Amount ($167,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $2,260.56, the lowest Individual Settlement Share to be paid is approximately $188.38, while the average Individual Settlement Share to be paid is approximately $415.66. 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, $10,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 65%, or $13,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%, or $7,000.00, of which shall be paid to all Aggrieved Employees. There are one hundred forty-two (142) Aggrieved Employees who worked a total of two hundred five (205) qualifying pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $170.73, and the average Individual PAGA Payment to be paid is approximately $49.30.

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 $6,750.00. 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 March 16, 2026, at Orange, California.

Taylor Mitzner

TAYLOR MITZNER

Exhibit A

IMPORTANT LEGAL NOTICE
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY
Christie Mines v. Southern Monterey County Memorial Hospital, Case No. 24CV005289

«First_Name» «Last_Name»
«Address_1»
«City», «State» «ZIP_Code»

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY «Est_Set_Amt» THROUGH THIS SETTLEMENT. TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

1. WHY DID I GET THIS NOTICE?

You received this Notice because you are eligible to receive a payment from a proposed settlement (the "Settlement") in the class action lawsuit entitled *Christie Mines v. Southern Monterey County Memorial Hospital*, Case No. 24CV005289 (the "Action"). Defendant Southern Monterey County Memorial Hospital has agreed to pay a total of $167,000 (the "Gross Settlement Amount") to settle all claims arising out of the Action. There was a hearing on November 21, 2025, in the Superior Court of the State of California for the County of Monterey, where the Honorable Thomas W. Wills preliminarily approved the Settlement as being fair and reasonable. The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations.

2. WHAT IS THE ACTION ABOUT?

Plaintiff filed this Action against Defendant on December 12, 2024. The First Amended Complaint alleges: (1) violation of Labor Code §§ 510, 1194, 1197, and 1197.1 regarding overtime wages; (2) violation of Labor Code § 226 regarding itemized wage statements; (3) violation of Business and Professions Code § 17200, *et seq*. for unfair business practices; and (4) violation of Labor Code § 2698, *et seq*. for civil penalties.

Defendant denies all allegations of wrongdoing and maintains it complied with all applicable laws at issue in this litigation. The Court has not ruled on the merits of the lawsuit.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more people sue on behalf of other people who have similar claims. Here, Plaintiff seeks to represent you on a class basis. A class action allows the Court to resolve the claims of all the members of the Class at the same time. A class member is bound by the orders made in the case (regardless of whether the class wins or loses), and may not file his or her own lawsuit on the same claims. A class action allows one court to resolve all of the issues in a lawsuit for all the members of the class who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The settlement class includes all current and former non-exempt employees of Defendant who received during the Class Period both non-discretionary remuneration (including shift differential pay) and overtime/double time during the same pay period (the "Settlement Class" or "Class Member(s)"). The period starting on March 8, 2023, and ending on August 31, 2025, is the "Class Period." You are receiving this Notice because Defendant's records show that you are a Class Member.

5. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Defendant. Both sides think they could have won at trial. But there was no trial. Instead, the parties agreed to a settlement. That way, they avoid the cost of litigation and the individuals potentially affected will get compensation. Plaintiff and counsel for the Plaintiff ("Class Counsel") believe the Settlement is a fair and reasonable compromise that is in the best interests of the Class.

6. WHAT ARE THE TERMS OF THE SETTLEMENT?

Defendant has agreed to pay $167,000 ("the Gross Settlement Amount") to settle all class claims arising out of the lawsuit. Subject to the Court's approval, the Gross Settlement Amount will be used to pay (a) attorneys' fees of up to one-third of the Gross Settlement Amount, or $56,666.66, and litigation costs up to $10,000; (b) an "enhancement award" to Plaintiff as the Class Representative of $5,000; (c) settlement administration costs up to $6,750.00; and (d) PAGA penalties in the amount of $20,000. The amount of money remaining after all of these payments (the "Net Settlement Amount") will be distributed to Class Members who do not opt out of the Settlement (the "Participating Class Members").

Participating Class Members who do not opt out will each receive a payment ("Individual Settlement Payment") representing their *pro rata* share of the Net Settlement Amount, based upon the number of workweeks worked during the Class Period.

By statute, penalties paid under Labor Code § 2699, the Private Attorneys General Act ("PAGA"), are distributed to the California Labor and Workforce Development Agency ("LWDA") and aggrieved employees. The LWDA will receive 65% of the PAGA penalties, or $13,000. The remaining 35%, or $7,000, will be distributed to the following aggrieved employees: all current and former non-exempt employees of Defendant who during the PAGA Period received both non-discretionary remuneration (including shift differential pay) and overtime/double time during the same pay period ("PAGA Settlement Members"). PAGA Settlement

Members will receive their *pro rata* share of the PAGA penalties, based upon the number of qualifying pay periods worked during the PAGA Period. The period starting on December 2, 2023, and ending on August 31, 2025, is the "PAGA Period."

Based on Defendant's records, the number of workweeks you worked during the Class Period where you were paid overtime/doubletime and non-discretionary remuneration in the same pay period is «Total_Weeks» and your estimated Individual Settlement Payment is «ESA_Before_Paga». Of this amount, 20% will be considered wages and the remaining 80% will be considered penalties and interest. The amounts classified as wages will be reported on an IRS From W-2, and the amounts classified as interest and penalties will be reported on an IRS Form 1099.

[IF APPLICABLE] Based on Defendant's records, the number of pay periods you worked during the PAGA Period where you were paid overtime/doubletime and non-discretionary remuneration in the same pay period is «PAGA_Pay_Periods» and your estimated Individual PAGA Payment is «PAGA_Amount». Of this amount, 100% will be considered penalties, and will be reported on an IRS Form 1099.

If you believe the number of estimated workweeks and/or pay periods is incorrect, you may dispute the estimate and provide evidence in the form of paystubs or other documents to show what you believe is the correct estimate. You must provide this evidence to the Administrator on or before February 5, 2026. Unless you produce evidence by the due date, Defendant's records will be presumed to be correct.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the Settlement. You will receive payment on or around July 20, 2026, if the Court approves the Settlement and no written objections or appeals are filed. Upon receipt of your settlement check, it will be your responsibility to cash the check before 180 days from the check's issuance. Checks that are not cashed or negotiated by 180 days from the check's issuance will become void and be transmitted to the *cy pres* recipient, Legal Aid at Work.

8. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

After the Court has approved the Settlement, each Participating Class Member will release the Released Parties from any and all Class Released Claims arising during the Class Period.

The Released Parties consist of:

> Defendant, and each of its past and present agents, employees, clients, officers, directors, owners, partners, trustees, representatives, attorneys, parents, subsidiaries, related companies/corporations and/or partnerships, assigns, predecessors, successors, insurers, joint employers, potential and alleged joint employers, temporary staffing agencies, contractors, affiliates, any person and/or entity alleged to have joint liability ("Released Parties").

The Class Released Claims are as follows:

> all claims asserted in the Action, as amended, and/or reasonably arising from or related to the facts and claims alleged in the Action, as amended, or the PAGA letter sent to the LWDA on Plaintiff's behalf, or that could have reasonably been raised in the Action, as amended, or the December 2, 2024, PAGA letter sent to the LWDA based on the facts and claims alleged, including claims for unpaid overtime wages, including, overtime compensation and interest; the calculation of the regular rate of pay; failure to provide accurate itemized wage statements; unfair business practices related to the Class Released Claims; penalties, including wage statement penalties; and attorneys' fees and costs; all claims related to the Class Released Claims arising under: the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code sections 17200, *et seq.* ("Class Released Claims").

If you are a Class Member and you do not opt out of the Settlement, you will be deemed to have entered into this release and to have released the above-described Class Released Claims. If the Settlement is approved by the Court and becomes final, you will release the Class Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

In addition, if you are a PAGA Settlement Member, after the Court has approved the Settlement, each PAGA Settlement Member will release the Released Parties from any and all PAGA Released Claims arising during the PAGA Period.

The PAGA Released Claims are as follows:

> all claims for civil penalties under PAGA asserted in the Action, as amended, and/or reasonably arising from or related to the facts and claims alleged in the Action, as amended, or the December 2, 2024, PAGA letter sent to the LWDA, or that could have reasonably been raised in the Action, as amended, based on the facts and claims alleged, including claims for penalties, attorneys' fees, and costs stemming from violation of Labor Code §§ 201-203, 204, 226, 510, 1194, 1197, and 1197.1 ("PAGA Released Claims").

Regardless of whether you opt out of the Settlement as a Class Member, you may not opt-out from the settlement of the PAGA claim. Thus, even if you submit a timely and valid "opt-out" request, you will still receive an Individual PAGA Payment and will be deemed to have released the PAGA Released Claims if the Settlement is approved by the Court and becomes final.

If 5% or more of the Class Members opt out of the settlement by submitting valid and timely Requests for Exclusion, Defendant shall have the right to rescind and void the Parties' settlement at any time before final approval by the Court, by providing written notice to Class Counsel at least 45 calendar days prior to the final fairness hearing. However, before this happens, the Parties have agreed to speak about whether the proposed settlement could still move forward.

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

If you do not want to be bound by the terms of the class portion of the Settlement, you must submit a Request for Exclusion ("opt out") by sending written notice of your intention to opt out to the Settlement Administrator at its address listed below:

Mines v. Southern Monterey County Memorial Hospital Class Action Lawsuit
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

The Request for Exclusion must be in writing and must: (a) clearly state that the Class Member does not wish to be included in the settlement; (b) set forth the full name and current address of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the Settlement Administrator at the specified address indicated in the Notice; and (e) be postmarked on or before **February 5, 2026.**

If you submit a timely and valid Request for Exclusion, you will no longer be a member of the Settlement Class, and you will not be eligible to receive an Individual Settlement Payment or object to the terms of the Settlement. You will not be bound by the release of Class Released Claims described above, and you may pursue any claims you may have (with the exception of any PAGA Released Claims), at your own expense, against Defendant.

10. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you do not opt-out of the Settlement as outlined in Section 9 above, you may object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement and you will also receive an Individual Settlement Payment. You may submit your written objection by sending it to the Settlement Administrator at its address listed below:

Mines v. Southern Monterey County Memorial Hospital Class Action Lawsuit
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Your written objection must include: (a) the objector's full name and current address; (b) a written statement of the basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. The Objection must be returned by mail to the Settlement Administrator at the specified address indicated in the Notice and should be postmarked on or before **February 5, 2026.** You may also appear yourself or through an attorney you hire at the Final Approval Hearing to object, if you'd like. You may not opt out and object. If you opt-out and submit an objection, your request to opt out will invalidate your objection.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

11. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiff will request an incentive payment of $5,000 for her services as the Class Representative and for her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to Plaintiff.

12. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court decided the law firms of Diversity Law Group, P.C. and Polaris Law Group, which represent Plaintiff, are also qualified to represent you and all Class Members. You will not be charged for these lawyers. The law firm is referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense. The contact information for Class Counsel is as follows:

Larry W. Lee
Max W. Gavron
Mai Tulyathan
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

William L. Marder
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214

If you have questions about the case or the Settlement, you should contact Class Counsel.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed one-third of the Gross Settlement Amount, or $56,666.66, and litigation costs up to $10,000. These fees will serve to compensate Class Counsel for their efforts in achieving the Settlement for the benefit of the Settlement Class and for their risk in undertaking this representation on a contingency basis. Class

Counsel have already spent many hours investigating this case, reviewing payroll records and other information provided by Defendant, researching the claims, and negotiating this Settlement. They will incur additional hours overseeing the final approval. Class Counsel has not been paid for any of their services, to date.

14. <u>WHAT IS THE FINAL APPROVAL HEARING?</u>

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service awards to Plaintiff.

15. <u>WHEN AND WHERE IS THE FINAL APPROVAL HEARING?</u>

The Court will hold the Final Approval Hearing on April 10, 2026, at 8:30 a.m., in Department 15 of the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, CA 93940.

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing. However, you have the right to attend and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time.

16. <u>MAY I SPEAK AT THE FINAL APPROVAL HEARING?</u>

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you are not required to do so. You may ask the Court for permission to speak at the Final Approval Hearing if you have not chosen to opt-out from the Settlement.

17. <u>HOW DO I GET MORE INFORMATION?</u>

To see a copy of the Joint Stipulation of Settlement, the Court's Preliminary Approval Order, and other filed documents related to Plaintiff's lawsuit and this Settlement, please visit the Clerk's Office at the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, CA 93940.

If you need more information or have any questions, you may contact the Settlement Administrator at the address and telephone number listed below, toll-free.

Mines v. Southern Monterey County Memorial Hospital Class Action Lawsuit
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Toll-free No.: (800) 523-5773

You may also contact Class Counsel, whose contact information is listed above.

18. <u>WHAT IF MY INFORMATION CHANGES?</u>

It is your responsibility to keep a current address and telephone number on file with the Settlement Administrator, to ensure receipt of your Individual Settlement Payment, Individual PAGA Payment (if applicable), and applicable tax forms if the Court approves this Settlement. If you change your mailing address, you should promptly contact the Settlement Administrator and provide the Settlement Administrator with your new address and contact information.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

AVISO LEGAL IMPORTANTE
TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
DEL CONDADO DE MONTEREY

Christie Mines contra Southern Monterey County Memorial Hospital, Caso n.º 24CV005289

«First_Name» «Last_Name»

«Address_1»
«City», «State» «ZIP_Code»

LEA ATENTAMENTE ESTE AVISO. SUS DERECHOS PUEDEN VERSE AFECTADOS. PUEDE TENER DERECHO A RECIBIR DINERO DE ESTE ACUERDO PROPUESTO.

SE ESTIMA QUE RECIBIRÁ APROXIMADAMENTE «Est_Set_Amt» A TRAVÉS DE ESTE ACUERDO. PARA RECIBIR SU PARTE, NO NECESITA HACER NADA.

1. ¿POR QUÉ HE RECIBIDO ESTE AVISO?

Ha recibido este aviso porque reúne los requisitos para recibir un pago del Acuerdo propuesto (el "Acuerdo") en la Demanda colectiva titulada *Christie Mines contra Southern Monterey County Memorial Hospital*, caso n.º 24CV005289 (la "Demanda"). El Demandado Southern Monterey County Memorial Hospital ha acordado pagar un total de $167,000 (el "Importe bruto del Acuerdo") para resolver todas las reclamaciones derivadas de la Demanda. El 21 de noviembre de 2025 se celebró una vista en el Tribunal Superior del Estado de California para el condado de Monterey, en la que el Honorable Thomas W. Wills aprobó de forma preliminar el Acuerdo por considerarlo justo y razonable. La Notificación explica la naturaleza de la Demanda, los términos generales del Acuerdo propuesto y sus derechos y obligaciones legales.

2. ¿EN QUÉ CONSISTE LA DEMANDA?

El Demandante presentó esta Demanda contra el Demandado el 12 de diciembre de 2024. La primera Demanda modificada alega: (1) violación de las secciones 510, 1194, 1197 y 1197.1 del Código Laboral en relación con las horas extras; (2) violación de la sección 226 del Código Laboral en relación con las nóminas detalladas; (3) infracción de la sección 17200 *y siguientes* del Código de Negocios y Profesiones por prácticas comerciales desleales; y (4) infracción de la sección 2698 *y siguientes* del Código Laboral por sanciones civiles.

El Demandado niega todas las acusaciones de irregularidades y sostiene que ha cumplido con todas las leyes aplicables en este litigio. El tribunal no se ha pronunciado sobre el fondo del asunto.

3. ¿QUÉ ES UNA DEMANDA DE CLASE?

En una Demanda colectiva, una o más personas Demandan en nombre de otras personas que tienen reclamaciones similares. En este caso, el Demandante pretende representarle a usted de forma colectiva. Una Demanda colectiva permite al tribunal resolver las reclamaciones de todos los miembros de la Clase al mismo tiempo. Los miembros de la Clase están sujetos a las órdenes dictadas en el caso (independientemente de si la Clase gana o pierde) y no pueden presentar su propia Demanda por las mismas reclamaciones. Una Demanda colectiva permite que un tribunal resuelva todas las cuestiones de una Demanda para todos los miembros de la Clase que decidan no excluirse de la misma.

4. ¿QUIÉN ESTÁ INCLUIDO EN LA CLASE DEL ACUERDO?

La Clase del Acuerdo incluye a todos los empleados actuales y antiguos no exentos del Demandado que recibieron durante el período de la Clase tanto una remuneración no discrecional (incluido el pago por turno) como horas extras/doble tiempo durante el mismo período de pago ("Clase del Acuerdo" o "miembros de la Clase"). El período que comienza el 8 de marzo de 2023 y termina el 31 de agosto de 2025 es el "Período de la Clase". Usted recibe este Aviso porque los registros del Demandado muestran que es un Miembro de la Clase.

5. ¿POR QUÉ HAY UN ACUERDO?

El tribunal no falló a favor del Demandante ni del Demandado. Ambas partes creen que podrían haber ganado el juicio. Pero no hubo juicio. En su lugar, las partes acordaron un Acuerdo. De esta manera, evitan los costes del litigio y las personas potencialmente afectadas obtendrán una indemnización. El Demandante y el abogado del Demandante ("abogado de la Clase") creen que el Acuerdo es un compromiso justo y razonable que beneficia a la Clase.

6. ¿CUÁLES SON LOS TÉRMINOS DEL ACUERDO?

El Demandado ha acordado pagar $167,000 ("el importe bruto del Acuerdo") para resolver todas las reclamaciones de la Clase derivadas de la Demanda. Sujeto a la aprobación del tribunal, el importe bruto del Acuerdo se utilizará para pagar (a) los honorarios de los abogados, hasta un tercio del importe bruto del Acuerdo, es decir, $56,666.66, y las costas procesales, hasta un máximo de $10,000; (b) una "indemnización por mejora" al Demandante como representante de la Clase por valor de $5,000; (c) los gastos de administración del Acuerdo por un importe máximo de $6,750; y (d) las sanciones de la Ley PAGA por un importe de $20,000. La cantidad de dinero restante después de todos estos pagos (el "importe neto del Acuerdo") se distribuirá entre los miembros de la Clase que no se excluyan del Acuerdo (los "Miembros Participantes de la Clase").

Los miembros Participantes de la Clase que no se excluyan recibirán cada uno un pago ("pago individual del Acuerdo") que representa su parte *proporcional* del importe neto del Acuerdo, basado en el número de semanas laborales trabajadas durante el periodo de la Clase.

Por ley, las sanciones pagadas en virtud de la sección 2699 del Código Laboral, la Ley General de Abogados Privados ("PAGA"), se distribuyen entre la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA") y los empleados perjudicados. La LWDA recibirá el 65 % de las sanciones de la Ley PAGA, es decir, $13,000. El 35 % restante, es decir, $7,000, se distribuirá entre los siguientes empleados perjudicados: todos los empleados actuales y antiguos no exentos del Demandado que durante el periodo PAGA recibieron tanto una remuneración no discrecional (incluido el pago por turno) como horas extras/doble tarifa durante el mismo periodo de pago ("Miembros del Acuerdo PAGA"). Los Miembros del Acuerdo PAGA recibirán su parte *proporcional* de las sanciones PAGA, en función del número de períodos de pago que cumplan los requisitos trabajados durante el Período PAGA. El período que comienza el 2 de diciembre de 2023 y termina el 31 de agosto de 2025 es el "Período PAGA".

Según los registros del Demandado, el número de semanas laborales que trabajó durante el período de la Demanda colectiva en las que se le pagaron horas extras/doble tarifa y una remuneración no discrecional en el mismo período de pago es de «Total_Weeks» y su Acuerdo individual es de «ESA_Before_Paga». De esta cantidad, el 20 % se considerará salario y el 80 % restante se considerará sanciones e intereses. Las cantidades clasificadas como salarios se declararán en el formulario W-2 del IRS, y las cantidades clasificadas como intereses y sanciones se declararán en el formulario 1099 del IRS.

[SI PROCEDE] Según los registros del Demandado, el número de períodos de pago en los que trabajó durante el período PAGA en los que se le pagaron horas extras/doble tarifa y una remuneración no discrecional en el mismo período de pago es «PAGA_Pay_Periods» y su Pago PAGA Individual es de «PAGA_Amount». De esta cantidad, el 100 % se considerará sanciones y se declarará en el formulario 1099 del IRS.

Si cree que el número de semanas laborales y/o períodos de pago estimados es incorrecto, puede impugnar la estimación y proporcionar pruebas en forma de nóminas u otros documentos que demuestren lo que usted cree que es la estimación correcta. Debe proporcionar estas pruebas al administrador antes del 5 de febrero de 2026. A menos que presente pruebas antes de la fecha límite, se presumirá que los registros del Demandado son correctos.

7. ¿QUÉ DEBO HACER PARA RECIBIR EL PAGO DEL ACUERDO?

No es necesario que haga nada para participar en el Acuerdo. Recibirá el pago alrededor del 20 de julio de 2026, si el tribunal aprueba el Acuerdo y no se presentan objeciones ni apelaciones por escrito. Una vez recibido el cheque del Acuerdo, será su responsabilidad cobrarlo antes de que transcurran 180 días desde su emisión. Los cheques que no se cobren o negocien en un plazo de 180 días a partir de la fecha de emisión del cheque quedarán anulados y se transferirán al destinatario *cy pres*, Legal Aid at Work.

8. ¿CÓMO AFECTA EL ACUERDO A MIS DERECHOS?

Una vez que el Tribunal haya aprobado el Acuerdo, cada Miembro Participante de la Clase eximirá a las Partes Exoneradas de todas y cada una de las Reclamaciones Exoneradas de la Clase que surjan durante el Período de la Clase.

Las Partes exoneradas son:

> El Demandado y cada uno de sus agentes, empleados, clientes, directivos, consejeros, propietarios, socios, fideicomisarios, representantes, abogados, matrices, filiales, empresas/sociedades relacionadas y/o asociaciones, cesionarios, predecesores, sucesores, aseguradoras, empleadores conjuntos, empleadores conjuntos potenciales y presuntos, agencias de trabajo temporal, contratistas, afiliados, cualquier persona y/o entidad que se alegue que tiene responsabilidad conjunta ("Partes exoneradas").

Las reclamaciones exoneradas de la Clase son las siguientes:

> todas las reclamaciones presentadas en la Demanda, en su versión modificada, y/o que surjan razonablemente de o estén relacionadas con los hechos y reclamaciones alegados en la Demanda, en su versión modificada, o la carta PAGA enviada a la LWDA en nombre del Demandante, o que podrían haberse planteado razonablemente en la Demanda, en su versión modificada, o la carta PAGA del 2 de diciembre de 2024 enviada a la LWDA basada en los hechos y reclamaciones alegados, incluidas las reclamaciones por salarios extraordinarios no pagados, incluida la compensación por horas extraordinarias y los intereses; el cálculo de la tasa salarial normal; la falta de presentación de nóminas detalladas y precisas; la falta de presentación de nóminas detalladas y precisas; la falta de presentación de nóminas detalladas y precisas; la falta de presentación de nóminas detalladas y precisas; la falta de presentación de nóminas detalladas y precisas; la falta de presentación de nóminas detalladas y precisas; la falta de presentación de enviada a la LWDA en base a los hechos y reclamaciones alegados, incluidas las reclamaciones por salarios de horas extras no pagados, incluyendo la compensación por horas extras y los intereses; el cálculo de la tasa de pago regular; la falta de presentación de nóminas detalladas y precisas; las prácticas comerciales desleales relacionadas con las Reclamaciones Exoneradas de la Demanda colectiva; sanciones, incluidas las sanciones por nóminas; y honorarios y costas de abogados; todas las reclamaciones relacionadas con las Reclamaciones Exoneradas que se deriven de: las órdenes salariales de la Comisión de Bienestar Industrial de California; y las secciones 17200 *y siguientes* del Código de Negocios y Profesiones de California ("Reclamaciones Exoneradas").

Si usted es miembro de la Clase y no se excluye del Acuerdo, se considerará que ha aceptado esta exención y que ha renunciado a las reclamaciones colectivas exoneradas descritas anteriormente. Si el Acuerdo es aprobado por el tribunal y se convierte en definitivo, usted renunciará a las reclamaciones colectivas exoneradas. Si el Acuerdo no es aprobado por el tribunal o no se convierte en definitivo por alguna otra razón, el litigio continuará.

Además, si usted es miembro del Acuerdo PAGA, después de que el Tribunal haya aprobado el Acuerdo, cada miembro del Acuerdo PAGA eximirá a las Partes eximidas de todas y cada una de las Reclamaciones eximidas PAGA que surjan durante el Período PAGA.

Las reclamaciones exoneradas de PAGA son las siguientes:

> todas las reclamaciones por sanciones civiles en virtud de la Ley PAGA alegadas en la Demanda, en su versión modificada, y/o que surjan razonablemente de o estén relacionadas con los hechos y reclamaciones alegados en la Demanda, en su versión modificada, o la carta de la ley PAGA enviada a la LWDA el 2 de diciembre de 2024, o que podrían haberse planteado razonablemente en la Demanda, en su versión modificada, sobre la base de los hechos y reclamaciones alegados, incluidas las reclamaciones por sanciones, honorarios de abogados y costas derivadas de la violación de las secciones 201-203, 204, 226, 510, 1194, 1197 y 1197.1 del Código Laboral ("Reclamaciones Exoneradas por la Ley PAGA")

Independientemente de si usted opta por excluirse del Acuerdo como miembro de la Clase, no podrá excluirse del Acuerdo de la reclamación PAGA. Por lo tanto, incluso si presenta una solicitud de "exclusión" válida y dentro del plazo, seguirá recibiendo un pago PAGA individual y se considerará que ha liberado las reclamaciones exoneradas por PAGA si el Acuerdo es aprobado por el Tribunal y se convierte en definitivo.

Si el 5 % o más de los miembros de la Clase se excluyen del Acuerdo presentando solicitudes de exclusión válidas y oportunas, el Demandado tendrá derecho a rescindir y anular el Acuerdo de las partes en cualquier momento antes de la aprobación definitiva por parte del tribunal, mediante notificación por escrito al abogado de la Clase al menos 45 días naturales antes de la audiencia de Aprobación Definitiva. Sin embargo, antes de que esto suceda, las partes han acordado hablar sobre si el Acuerdo propuesto aún podría seguir adelante.

9. <u>¿QUÉ SUCEDE SI NO DESEO PARTICIPAR EN ESTE ACUERDO?</u>

Si no desea quedar vinculado por los términos de la parte colectiva del Acuerdo, debe presentar una Solicitud de exclusión ("optar por no participar") enviando una notificación por escrito de su intención de optar por no participar al Administrador del Acuerdo a la dirección que se indica a continuación:

> *Demanda Colectiva de Mines contra Southern Monterey County Memorial Hospital*
> c/o Phoenix Settlement Administrators
> P.O. Box 7208
> Orange, CA 92863

La solicitud de exclusión debe presentarse por escrito y debe: (a) indicar claramente que el miembro de la Clase no desea ser incluido en el Acuerdo; (b) indicar el nombre completo y la dirección actual del miembro de la Clase que solicita la exclusión; (c) estar firmada por el miembro de la Clase; (d) enviarse por correo al administrador del Acuerdo a la dirección especificada en la notificación; y (e) tener fecha de matasellos anterior al **5 de febrero de 2026.**

Si envía una Solicitud de exclusión válida y dentro del plazo establecido, dejará de ser miembro de la Clase del Acuerdo y no tendrá derecho a recibir un Pago individual del Acuerdo ni a oponerse a los términos del Acuerdo. No estará sujeto a la renuncia a las reclamaciones de la Clase descrita anteriormente y podrá presentar cualquier reclamación que tenga (con la excepción de cualquier reclamación PAGA exonerada), por su cuenta y cargo, contra el Demandado.

10. <u>¿QUÉ SUCEDE SI DESEO OBJETAR ESTE ACUERDO?</u>

Si no se excluye del Acuerdo tal y como se describe en la sección 9 anterior, puede objetar cualquiera de los términos del Acuerdo antes de la Audiencia de Aprobación Definitiva. Si no sigue los pasos que se indican a continuación, se considerará que renuncia a sus objeciones. Si el Tribunal rechaza su objeción, seguirá estando obligado por los términos del Acuerdo y también recibirá un Pago Individual del Acuerdo. Puede presentar su objeción por escrito enviándola al Administrador del Acuerdo a la dirección que se indica a continuación:

> *Demanda Colectiva de Mines contra Southern Monterey County Memorial Hospital*
> c/o Phoenix Settlement Administrators
> P.O. Box 7208
> Orange, CA 92863

Su objeción por escrito debe incluir: (a) el nombre completo y la dirección actual del objetor; (b) una declaración por escrito de los motivos de la objeción; y (c) cualquier copia de los documentos, informes o escritos en los que se basa la objeción. La objeción debe enviarse por correo al administrador del Acuerdo a la dirección especificada en la notificación y debe tener un matasellos con fecha anterior al **5 de febrero de 2026.** Si lo desea, también puede comparecer usted mismo o a través de un abogado que contrate en la Audiencia de Aprobación Definitiva para presentar su objeción. No puede optar por excluirse y presentar una objeción. Si opta por excluirse y presenta una objeción, su solicitud de exclusión invalidará su objeción.

SI NO PRESENTA SU OBJECIÓN A TIEMPO, SE CONSIDERARÁ QUE HA RENUNCIADO A TODAS LAS OBJECIONES.

11. ¿SE INDEMNIZARÁ A LA DEMANDANTE NOMBRADA POR INTERPONER ESTA DEMANDA?

La Demandante solicitará un pago incentivador de $5,000 por sus servicios como representante de la Clase y por sus esfuerzos en la presentación de la Demanda. El tribunal tomará la decisión final sobre la cantidad que se pagará a la Demandante.

12. ¿TENGO UN ABOGADO EN ESTE CASO?

Sí. El tribunal ha decidido que los bufetes de abogados Diversity Law Group, P.C. y Polaris Law Group, que representan a la Demandante, también están cualificados para representarle a usted y a todos los miembros de la Clase. No se le cobrará por estos abogados. El bufete de abogados se denomina "abogado de la Clase". Si desea ser representado por su propio abogado, puede contratar uno por su cuenta. La información de contacto del abogado de la Clase es la siguiente:

Larry W. Lee
Max W. Gavron
Mai Tulyathan
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Teléfono: (213) 488-6555

William L. Marder
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214

Si tiene alguna pregunta sobre el caso o el Acuerdo, póngase en contacto con el abogado de la Clase.

13. ¿CÓMO SE PAGARÁ A LOS ABOGADOS?

Los abogados de la Clase solicitarán al tribunal una cantidad que no excederá un tercio del importe bruto del Acuerdo, es decir, $56,666.66, y los costes del litigio hasta un máximo de $10,000. Estos honorarios servirán para compensar a los abogados de la Clase por sus esfuerzos para lograr el Acuerdo en beneficio de la Clase del Acuerdo y por el riesgo que han asumido al aceptar esta representación de forma contingente. Los abogados de la Clase ya han dedicado muchas horas a investigar este caso, revisar los registros de nóminas y otra información proporcionada por el Demandado, investigar las reclamaciones y negociar este Acuerdo. Incurrirán en horas adicionales para supervisar la aprobación final. Hasta la fecha, los abogados de la Clase no han recibido ningún pago por sus servicios.

14. ¿QUÉ ES LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

El Tribunal ha aprobado preliminarmente el Acuerdo y celebrará una audiencia para decidir si da la aprobación definitiva al mismo. El objetivo de la Audiencia de Aprobación Definitiva será que el Tribunal determine si el Acuerdo debe aprobarse por ser justo, razonable, adecuado y en el mejor interés de la Clase; considerar la concesión de los honorarios y gastos de los abogados de la Clase; y considerar la solicitud de indemnización por servicios prestados al Demandante.

15. ¿CUÁNDO Y DÓNDE SERÁ LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

El Tribunal celebrará la Audiencia de Aprobación Definitiva el 10 de abril de 2026, a las 8:30 a.m., en el Departamento 15 del Tribunal Superior del Estado de California para el Condado de Monterey, 1200 Aguajito Road, Monterey, CA 93940.

La Audiencia de Aprobación Definitiva podrá continuar sin previo aviso a los miembros de la Clase. No es necesario que usted comparezca en la Audiencia de Aprobación Definitiva. Sin embargo, tiene derecho a asistir y a ser representado por su propio abogado, corriendo con los gastos. Si tiene previsto asistir a la Audiencia de Aprobación Definitiva, puede ponerse en contacto con el abogado de la Clase para confirmar la fecha y la hora.

16. ¿PUEDO HABLAR EN LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

En la audiencia, el tribunal estará disponible para escuchar cualquier objeción y argumento relacionado con el Acuerdo. Puede asistir, pero no es obligatorio. Puede solicitar al tribunal permiso para hablar en la Audiencia de Aprobación Definitiva si no ha optado por excluirse del Acuerdo.

17. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

Para ver una copia de la estipulación conjunta del Acuerdo, la orden de aprobación preliminar del tribunal y otros documentos presentados relacionados con la Demanda del Demandante y este Acuerdo, visite la oficina del secretario del Tribunal Superior del Estado de California para el condado de Monterey, 1200 Aguajito Road, Monterey, CA 93940.

Si necesita más información o tiene alguna pregunta, puede ponerse en contacto con el administrador del Acuerdo en la dirección y el número de teléfono que se indican a continuación, sin cargo.

Demanda Clase *Mines contra Southern Monterey County Memorial Hospital*
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Número gratuito: (800) 523-5773

También puede ponerse en contacto con el abogado de la Clase, cuya información de contacto figura más arriba.

18. ¿QUÉ SUCEDE SI MI INFORMACIÓN CAMBIA?

Es su responsabilidad mantener una dirección y un número de teléfono actualizados en los archivos del Administrador del Acuerdo, para garantizar la recepción de su Pago Individual del Acuerdo, Pago PAGA Individual (si corresponde) y los formularios fiscales aplicables si el Tribunal aprueba este Acuerdo. Si cambia su dirección postal, debe comunicarse de inmediato con el Administrador del Acuerdo y proporcionarle su nueva dirección e información de contacto.

NO DIRIGA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO DEL TRIBUNAL O AL JUEZ.

Exhibit B

PHOENIX
CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	185
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	183
Subtotal Admin Only	**$6,750.00**

Not-to-Exceed Total $6,750.00

For 185 Class Members

Pricing Good for Scope of Estimate Only

September 30, 2025

Case: Mines v Southern Monterey County Memorial Hospital Opt-Out Administration wTranslation

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

Requesting Attorney: Max W. Gavron
Firm: Diversity Law Group, APC
Contact Number: (213) 488-6555
Email: mgavron@diversitylaw.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 **185** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	1	$125.00
Programming Database & Setup	$125.00	1	$125.00
Toll Free Setup*	$97.47	1	$97.47
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$50.00	2	$100.00
		Total	**$479.47**

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.25	185	$46.25
Notice Packet & Opt-Out Form	$1.25	185	$231.25
Estimated Postage (up to 2 oz.)*	$0.74	185	$136.90
Static Website	$200.00	1	$200.00
Language Translation	$1,000.00	1	$1,000.00
		Total	**$1,864.40**

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

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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$1.75	19	$32.38
Remail Notice Packets	$1.25	19	$23.13
Estimated Postage	$0.74	19	$13.69
Programming Undeliverables	$50.00	2	$100.00
		Total	**$279.19**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	1	$135.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	2	$170.00
		Total	**$645.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	1	$125.00
Disbursement Review	$125.00	1	$125.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$125.00	2	$250.00
Check Run Setup & Printing	$125.00	1	$125.00
Mail Class Checks *	$1.25	183	$228.94
Estimated Postage	$0.74	183	$135.53
		Total	**$1,084.47**

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

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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$100.00	1	$100.00
Remail Undeliverable Checks (Postage Included)	$1.50	18	$27.47
Case Associate	$50.00	3	$150.00
Reconcile Uncashed Checks	$75.00	3	$225.00
Conclusion Reports	$125.00	2	$250.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$125.00	2	$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,225.00	1	$1,225.00
		Total	**$2,397.47**

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

Estimate Total:	**$6,750.00**

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. 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.