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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ANITA TREJO,

Plaintiff,

v.

LYNEER STAFFING SOLUTIONS,
LLC; CIERA STAFFING, LLC;
EMPLOYERS HR LLC; YUSEN
LOGISTICS (AMERICAS) INC.; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 2:19-cv-4132-DSF (JCx)

**DECLARATION OF TAYLOR
MITZNER ON BEHALF OF
SETTLEMENT
ADMINISTRATOR WITH
RESPECT TO OPT OUTS AND
OBJECTIONS RECEIVED**

Assigned to;
Hon. Dale S. Fischer, Courtroom 7D

Date: June 6, 2022
Time: 1:30 p.m.
Courtroom: 7D

Complaint Filed: March 27, 2019

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am the Case Manager at Phoenix Settlement Administrators (PSA), the Court-appointed Class Action Settlement Administrator for *Anita Trejo v. Lyneer Staffing Solutions, LLC, et al.* 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. PSA was selected by the Parties to provide notice of the Settlement and class administration duties in this action. Pursuant to the Settlement Agreement for this matter, PSA was responsible for (i) preparing, printing, and mailing the *Notice of Settlement of Class Action* and *Request for Exclusion from Class Settlement* in English and Spanish (herein referred to collectively as the “Notice Packet”); (ii) responding to inquiries from Class Members; (iii) determining the validity of opt-outs; (iv) calculating the Net Settlement Amount and the Individual Settlement payments; (v) issuing the Individual Settlement Payment checks and distributing them to Participating Class Members; (vi) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement check to Named Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (vii) such other tasks as set forth in the Agreement or as the Parties mutually agree or as the Court orders.

3. On July 22, 2021, PSA received a data file from Defendant containing the first and last names, last known mailing addresses, Social Security numbers, telephone numbers, email addresses (if available) and employment dates for each Class Member. The final mailing list contained two thousand five hundred sixty-one (2,561) Class Members.

4. The Class Members worked a total of 26,037 Work Weeks from July 1, 2017, to August 25, 2019 (“Class Period”). The total number of Work Weeks

1 exceeded the 10% increase from the estimated 19,942 total Work Weeks in the
2 escalator clause. The new Gross Settlement Amount is \$626,705.45.

3 5. On February 1, 2022, PSA conducted a National Change of Address
4 (NCOA) search in an attempt to update the class list of addresses as accurately as
5 possible. A search of this database provides updated addresses for any individual
6 who has moved in the previous four (4) years and notified the U.S. Postal Service
7 of their change of address.

8 6. On February 4, 2022, PSA mailed the Notice Packet via U.S. first class
9 mail to all two thousand five hundred sixty-one (2,561) Class Members on the Class
10 List. A true and correct copy of the mailed Notice Packet is attached hereto as
11 **Exhibit A.**

12 7. As of the date of this declaration, one hundred fifty-five (155) Notice
13 Packets have been returned to PSA. One (1) Notice Packet was returned with a
14 forwarding address and promptly re-mailed. For the one hundred fifty-four (154)
15 Notice Packets returned without a forwarding address, PSA attempted to locate a
16 current mailing address using TransUnion TLOxp, one of the most comprehensive
17 address databases available for skip tracing. Of the one hundred fifty-four
18 (154) Notice Packets that were skip traced, one hundred fifty-one (151) updated
19 addresses were obtained and the Notice Packet was promptly re-mailed to
20 those Class Members via first class mail.

21 8. As of the date of this declaration, three (3) Notice Packets are
22 considered undeliverable as an updated address could not be obtain via skip tracing.

23 9. On February 25, 2022, discrepancies were discovered in the Notice
24 Packet that was mailed to the Class Members. Specifically, the Gross Settlement
25 Amount was not updated at the end of the Notice to reflect the escalator increase
26 and the website for viewing the court documents was not included in the Notice.
27 Phoenix mailed a postcard with the corrections to the Class Members on March 1,
28 2022, a sample of which is attached hereto as **Exhibit B.**

1 10. The deadline for Class Members to submit a Requests for Exclusion
2 (i.e., “Opt-Outs”) is April 5, 2022. As of the date of this declaration, PSA has
3 received five (5) Opt-Outs.

4 11. The deadline for Class Members to submit an Objection to the
5 Settlement is April 5, 2022. As of the date of this declaration, PSA has received no
6 Objections.

7 12. As of the date of this declaration, PSA has not received any disputes
8 from Class Members.

9 13. The estimated Net Settlement Amount of \$366,903.72 available to pay
10 Class Members was determined by subtracting the amounts to be requested by
11 Plaintiff for Class Counsel attorneys' fees (\$208,901.82), Class Counsel costs
12 payment (\$13,399.91), Class Representative Enhancement Award (\$7,500.00),
13 payment to the LWDA (\$15,000.00) and the Claims Administrator costs
14 (\$15,000.00) from the Gross Settlement Amount (\$626,705.45).

15 14. Based upon the calculations stipulated in the Settlement and factoring
16 in the five (5) Opt-Outs received to-date, the highest individual settlement payment
17 to be paid will be approximately \$1,465.93, and the lowest individual settlement
18 payment to be paid will be approximately \$13.96, with the average individual
19 settlement payment to be paid being approximately \$141.31, without applicable
20 taxes, withholdings, and employee garnishments.

21 15. Additionally, \$20,000.00 of the Maximum Settlement Amount has
22 been designated as the Private Attorneys General Act Allocation (“PAGA
23 Amount”), of which 75%, or \$15,000.00, shall be paid to the Labor and Workforce
24 Development Agency (“LWDA”), and 25%, or \$5,000.00, of which shall be paid
25 to the Settlement Class members who worked during the time period of May 30,
26 2018, to August 25, 2019 (“PAGA Period”). There are one thousand six hundred
27 forty-eight (1,648) Class Members who worked 21,615 Work Weeks during the
28

1 PAGA Period. The average payment to these individuals is \$3.03 (“PAGA
2 Payment”).

3 16. PSA’s costs associated with the administration of this matter are
4 \$15,000.00. This includes all costs incurred to date, as well as estimated costs
5 involved in completing the settlement distribution. A true and correct copy of the
6 invoice from PSA is attached hereto as **Exhibit C**.

7
8 I declare under penalty of perjury of the laws of the State of California that
9 the foregoing is true and correct.

10 Executed this 4th of March 2022, at Anaheim, California.

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13 _____

14 TAYLOR MITZNER
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Exhibit A

United States District Court – Central District

Anita Trejo v. Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and Yusen Logistics (Americas), Inc. Wage and Hour Putative Class Action and PAGA Representative Action

Case No. 2:19-cv-04132 DSF (JCx)

NOTICE OF SETTLEMENT OF CLASS ACTION**TO UNDERSTAND YOUR RIGHTS, READ THIS NOTICE CAREFULLY.**

PLEASE READ THIS NOTICE CAREFULLY. This Notice relates to the proposed Settlement of the Action. If you are a Class Member, it contains important information affecting your rights to participate in the Settlement as further described below. This Notice advises you of the terms of the Settlement and your rights and options under it.

ATTENTION: If you were assigned by Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, and Employers HR, LLC to perform work for Yusen Logistics (Americas), Inc. in California at any time from July 1, 2017 to August 25, 2019 (“Class Period”), you are a “Class Member” and may be eligible to receive money from a proposed Settlement in the above-captioned class action lawsuit (the “Action”).

To be eligible for your share of the Settlement, you **are not** required to make a claim. However, **if you have moved or plan to move, you must update** the Claims Administrator, Phoenix Settlement Administrators P.O. Box 7208, Orange, CA, 92863, with any change of address.

What is this proposed Settlement about?

Plaintiff Anita Trejo (“Plaintiff”) filed a lawsuit on March 27, 2019 against Defendants. The Action alleges that Defendants failed to provide meal periods; failed to provide rest periods; failed to pay hourly wages; rounded time entries to deprive Class Members of wages; required Class Members to work “off the clock”; required Class Members to arrive to work early without compensation; failed to pay minimum wage; failed to pay overtime compensation; failed to provide accurate itemized wage statements; and failed to pay all wages due to discharged and quitting employees and incurred penalties under the California Labor Code’s Private Attorneys General Act of 2004 (Lab. Code, § 2698, *et seq.*, “PAGA”) (“Claims”). The Action was brought as a putative class action and Plaintiff sought damages, penalties, injunctive relief, and restitution, as well as interest, attorneys’ fees, and costs on behalf of himself and Class Members.

The proposed Settlement is not an admission of liability by Defendants. Throughout the pendency of the Action, Defendants has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Action. Defendants contend that they have complied with all California and Federal laws regarding the claims alleged in this matter.

The Action has been vigorously litigated since it was filed. Substantial discovery has taken place. Additionally, Plaintiff and Defendants (collectively referred to herein as the “Parties”) participated in a mediation conducted by a professional mediator. During the course of negotiations following mediation, the Parties reached an agreement to settle the Action.

Under the proposed Settlement, Defendants agreed to make payments to Class Members who do not opt out of the Settlement (“Settlement Class Members”). These payments will be based on the number of Compensable Work Weeks each Settlement Class Member worked during the Class Period, as more fully described below.

Defendants also agree to pay the settlement administration costs, an enhancement payment to Plaintiff, a payment to the California Labor & Workforce Development Agency (“LWDA”), and attorneys’ fees and costs to Plaintiff’s counsel (“Class Counsel”) up to an amount described below, subject to court approval. Defendants’ maximum total obligation under the proposed Settlement is four hundred eighty thousand dollars (\$480,000.00) exclusive of Defendants’ share of employer taxes.

Class Counsel believes that the proposed Settlement is in the best interests of the Class Members. Further proceedings would be very expensive and take a long time. Moreover, no one can predict the precise outcome of the disputed issues in this case. Therefore, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate for the Class Members.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. Any final determination of those issues will be made at the Final Approval Hearing.

Summary of the proposed Settlement

Defendants have agreed to pay four hundred eighty thousand dollars (\$626,705.45) (“Gross Settlement Amount”) to resolve all claims that were alleged in the Action or any subsequent amendment thereto or that could have been alleged based on the facts alleged in the Action and for Class Members’ release of claims described below. If finally approved by the Court, the proposed Settlement will distribute money as follows:

Awards to Settlement Class Members: Settlement Class Members (Class Members who do not timely exclude themselves from the Settlement) will be paid a pro-rata share of the Net Settlement Amount. “Net Settlement Amount” means the Gross Settlement Amount of four hundred eighty thousand dollars (\$626,705.45) minus the payment of (a) any award of attorneys’ fees and Litigation costs, (b) Settlement Administration Costs, (c) Plaintiff’s Enhancement Payment, and (d) the portion of the PAGA Payment allocable to the LWDA, all of which are described below. The Net Settlement Amount is (\$364,303.63).

The Claims Administrator will calculate each Settlement Class Member’s pro-rata share of the Settlement as follows: The Claims Administrator will calculate the number of total Compensable Work Weeks for each Settlement Class Member. Work Weeks will be calculated according to records and information provided by Defendants. For employees eligible for a share under the California Labor Code’s Private Attorneys General Act of 2004 (Lab. Code, § 2698 *et seq.*) (“PAGA”), the Claims Administrator will also calculate the employee’s share of the PAGA Allocation based on records and information provided by Defendants on eligible employees’ Pay Periods. Settlement Awards shall be subject to applicable withholding taxes. Defendants’ share of payroll taxes arising from the Settlement Awards will not be deducted from the Gross Settlement Fund.

Based on Defendants’ records, your total “Work Weeks” during the Class Period are «Total_Weeks». Based on the same, your individual Settlement Payment will be «Est_Set_Amt». «PAGA_Language» «PAGA_Work_Weeks» «PAGA_Language_2» «PAGA_Amount». If you wish to participate in the Settlement **but you do not agree** with the number of Work Weeks shown on the form, **you must** ask the Claims Administrator to resolve the matter by returning the Class Member Information Sheet with a statement of the number of Work Weeks that you contend were worked and include any documentation you have to support your contention.

Fee and Expense Award to Class Counsel: Upon approval by the Court, Defendants agree they will pay as part of the Gross Settlement Amount, attorneys’ fees and out-of-pocket costs/expenses to Mahoney Law Group, APC. The proposed Settlement permits Class Counsel to request up to 1/3 of the Gross Settlement Amount or one hundred sixty thousand dollars (\$208,901.82) as its fees for prosecuting this case. Further, the Settlement permits Class Counsel to recover costs of up to sixteen thousand dollars (\$16,000.00) for reimbursement of their out-of-pocket costs/expenses incurred in the Action. You are not personally responsible for any of Class Counsel’s attorneys’ fees or costs/expenses.

LWDA Payment: The proposed Settlement provides for a payment of twenty thousand dollars (\$20,000.00) for resolution of the PAGA claims alleged in the Action. Of that amount, 75%, or fifteen thousand dollars (\$15,000.00), representing 75% of the PAGA Allocation, will be paid to California’s Labor Workforce Development Agency. The remaining five thousand dollars (\$5,000.00), representing 25% of the PAGA Allocation, shall be part of the Net Settlement Amount to be distributed to employees who are eligible for a portion of the PAGA Allocation.

Other Payments: The proposed Settlement provides for seven thousand five hundred dollars (\$7,500.00) as an Enhancement to Plaintiff Anita Trejo. The proposed Settlement further provides for payment estimated, but not to exceed, fifteen thousand dollars (\$15,000.00) to the Claims Administrator for its services in mailing the Class Notice and processing Settlement Awards.

What are my rights and options?

1. You can exclude yourself from the Settlement: If you do not want a Settlement Award and do not want to be bound by any of the proposed Settlement's terms, you must submit a timely written Request for Exclusion Form. You should submit the Request for Exclusion form that you received along with this Notice. Your Request for Exclusion must be mailed to the Claims Administrator and must be postmarked by April 5, 2022. **You should not request exclusion if you wish to receive money from the Settlement.**

You can object to the Settlement: You can object to the Settlement before the Court's final approval of the Settlement. To object, you must submit a written objection to the Claims Administrator by April 5, 2022. Class Counsel's application for fees, costs, and enhancement payment to Plaintiff will be available on the Settlement Administrator's website www.phoenixclassaction.com/ on March 7, 2022 for you to review.

You may also include a statement in your written objection that you would like to attend the hearing and be heard at the Final Approval Hearing currently set for 1:30 p.m. on June 6, 2022, in Courtroom 7D of the United States District – Central District of California – Western Division located at 350 West 1st Street, Los Angeles, CA 90012. You may appear and speak at the Final Approval Hearing if you want to do so. You are not required to appear, either personally or through counsel, at the Final Approval Hearing in order for your objection to be considered. You may appear via Zoom. Information to attend the hearing via Zoom is located at the following website: <https://www.cacd.uscourts.gov/honorable-dale-s-fischer>.

Your objection and, if applicable, statement of intention to appear at the Final Approval Hearing must be submitted to the Claims Administrator and must be postmarked no later than April 5, 2022. You may object to the Settlement only if you do NOT submit a Request for Exclusion.

2. You can do nothing: If you do nothing, you will automatically receive a settlement payment in exchange, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement as to your state law claims and any Final Judgment entered in this Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants involving the same or similar legal claims as the ones in this case. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Claims Administrator).

What claims am I releasing by participating in the Settlement?

In exchange for the consideration given by Defendants in the proposed Settlement, all Class Members who do not timely opt out of the Settlement (the Settlement Class Members) will expressly release, waive and discharge, and will be deemed to have released, waived and discharged, all Released Claims against Defendants, including Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and Yusen Logistics (Americas), Inc.

"Released Claims" means all claims in the Actions, as well as any and all claims (known or unknown) that were asserted or could have been asserted against Defendants and all of their affiliated entities, related entities, owners, officers, directors, members, parents, subsidiaries, affiliates, employees, agents, successors and assigns (the "Released Parties") based on the facts pled in the Actions (including those alleged in Plaintiff's Letters to the LWDA), or that arise out of the Actions, including, without limitation, claims that Defendants failed to provide meal periods; failed to provide rest periods; failed to pay hourly wages; rounded time entries to deprive Class Members of wages; required Class Members to work "off the clock"; required Class Members to arrive to work early without compensation; failed to pay minimum wage; failed to pay overtime compensation; failed to provide accurate itemized wage statements; and failed to pay all wages due to discharged and quitting employees. The released claims include but are not limited to claims brought under California Labor Code sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 2698 *et seq.*, the applicable IWC Wage Order, and Section 17200 of the California Business and Professions Code. Such claims include claims for wages, statutory penalties, civil

penalties, or other relief under the California Labor Code and any other related state or municipal law, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest, and waives the protection of California Civil Code section 1542 with respect to such claims. In exchange for the Service Award to Plaintiff, Plaintiff will sign a general release of all claims, including but not limited to a 1542 waiver under the California Civil Code, against the Released Parties. This release excludes any current and/or future claims that cannot be waived as a matter of law.

When is the next Court hearing?

A Final Approval Hearing will be held before the Honorable Dale S. Fischer in Courtroom 7D of the United States District – Central District of California – Western Division located at 350 West 1st Street, Los Angeles, CA 90012 on June 6, 2022 at 1:30 p.m. to determine whether the Settlement is fair, reasonable, and adequate. Judge Dale S. Fischer will be asked to approve the plan for distributing the Settlement Awards, Class Counsel's Fee and Expense Award, the Enhancement Payment for Plaintiff, the LWDA Payment, and payment to the Claims Administrator for its services. A motion for final approval of these items should be on file with the Court no later than May 12, 2022 and will be available for review after that date. This hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing.

What if I need more information?

Capitalized terms in this Notice have the same meaning they are given in the Joint Stipulation of Class Action Settlement and Release ("Agreement"), filed with the Court on June 15, 2021 as an attachment to the Declaration of Katherine J. Odenbreit in Support of the Motion for Preliminary Approval of Class Action Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Agreement and the Preliminary Approval Order, which is also on file with the Court. If you have any questions, you can contact the Claims Administrator at 1-800-523-5773. You can also contact Class Counsel at:

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**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION
ABOUT THIS SETTLEMENT**

Tribunal de Distrito de los Estados Unidos – Distrito Central
Anita Trejo c/ Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, y Yusen Logistics (Américas,)
Inc. Acción colectiva putativa del grupo demandante sobre salarios y horas y Acción representativa de PAGA
Caso No. 2:19-cv-04132 DSF (JCx)

AVISO DE ACUERDO DE LA DEMANDA COLECTIVA

LEA ATENTAMENTE ESTE AVISO PARA CONOCER SUS DERECHOS.

LEA ATENTAMENTE ESTE AVISO. Este Aviso se refiere a la propuesta de Acuerdo de la acción. Si usted es un Miembro del grupo demandante, contiene información importante que afecta a sus derechos de participación en el Acuerdo, como se describe más adelante. Este Aviso le informa de los términos del Acuerdo y de sus derechos y opciones en virtud del mismo.

ATENCIÓN: Si usted fue asignado por Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, y Employers HR, LLC para realizar trabajos para Yusen Logistics (Americas,) Inc. en California en cualquier momento desde el 1 de julio de 2017 hasta el 25 de agosto de 2019 (“Período de la Demanda Colectiva,”) usted es un “Miembro del grupo demandante” y puede ser elegible para recibir dinero de un Acuerdo propuesto en la demanda colectiva arriba mencionada (la “Acción.”)

Para tener derecho a su parte del Acuerdo, **no está** obligado a presentar una reclamación. Sin embargo, **si se ha mudado o planea mudarse, debe realizar cualquier actualización** a su dirección con el Administrador de Reclamos, Phoenix Settlement Administrators, Apartado Postal 7208, Orange, CA, 92863.

¿De qué trata esta propuesta de Acuerdo?

La Demandante Anita Trejo (“Demandante”) presentó una demanda el 27 de marzo de 2019 contra los Demandados. La Acción alega que los Demandados no proporcionaron períodos de comida; no proporcionaron períodos de descanso; no pagaron salarios por hora; redondearon las entradas de tiempo para privar a los Miembros del Grupo Demandante de sus salarios; requirieron que los Miembros del Grupo Demandante trabajaran “fuera del horario”; requirieron que los mismos llegaran a trabajar temprano sin compensación; no pagaron el salario mínimo; no pagaron la compensación de horas extras; no proporcionaron declaraciones salariales detalladas y precisas; y no pagaron todos los salarios debidos a los empleados despedidos y que renunciaron e incurrieron en sanciones bajo la Ley del Procurador General Privado del Código Laboral de California de 2004 (Código Laboral, § 2698, *et seq.*, “PAGA”) (“Demandas.”) La Acción se presentó como una acción colectiva putativa y el Demandante solicitó daños y perjuicios, sanciones, medidas cautelares y restitución, así como intereses, honorarios de abogados y costas en su nombre y en el de los Miembros del Grupo Demandante.

El Acuerdo propuesto no es una admisión de responsabilidad por parte de los Demandados. A lo largo de la tramitación de la Acción, los Demandados han negado cualquier responsabilidad o infracción, o que haya surgido algún perjuicio indemnizable de cualquiera de los asuntos alegados en la Acción. Los Demandados sostienen que han cumplido con todas las leyes federales y de California en relación con los reclamos alegados en este asunto.

El recurso ha sido objeto de un intenso litigio desde su presentación. Se ha llevado a cabo una importante labor de investigación. Además, el demandante y los demandados (denominados colectivamente en el presente documento como las “Partes”) participaron en una negociación dirigida por un mediador profesional. En el transcurso de las negociaciones que siguieron a la mediación, las partes llegaron a un acuerdo para resolver la demanda.

En virtud del Acuerdo propuesto, los Demandados acordaron realizar pagos a los Miembros del Grupo Demandante que no opten por no participar en el Acuerdo (“Miembros del Grupo Demandante del Acuerdo.”) Estos pagos se basarán en el número de Semanas de Trabajo Compensable que cada Miembro del Grupo Demandante del Acuerdo trabajó durante el Período de la Demanda Colectiva, como se describe más detalladamente a continuación.

Los Demandados también aceptan pagar los costos de administración del acuerdo, un pago de mejora al Demandante, un pago a la Agencia de Desarrollo Laboral y Fuerza de Trabajo de California (“LWDA,”) y los honorarios y costos de los abogados del Demandante (“Abogados del Grupo Demandante”) hasta un monto que se describe a continuación, sujeto a la aprobación del tribunal. La obligación total máxima de los Demandados en virtud del Acuerdo propuesto es de cuatrocientos ochenta mil dólares (\$626,705.45) sin incluir la parte de los impuestos del empleador que corresponde a los Demandados.

Los Abogados del Grupo Demandante creen que la propuesta de Acuerdo es lo mejor para los Miembros del Grupo Demandante. La continuación de los procedimientos sería muy costosa y llevaría mucho tiempo. Además, nadie puede predecir el resultado preciso de las cuestiones en disputa en este caso. Por lo tanto, los Abogados del Grupo Demandante consideran que el Acuerdo propuesto es justo, razonable y adecuado para los Miembros del Grupo.

El Tribunal sólo ha determinado que existen pruebas suficientes para sugerir que el acuerdo propuesto podría ser justo, razonable y adecuado. Cualquier determinación final de estas cuestiones se hará en la Audiencia de Aprobación Final.

Resumen de la propuesta de Acuerdo

Los Demandados han acordado pagar cuatrocientos ochenta mil dólares (\$626,705.45) (“Importe Neto de la Compensación”) para resolver todos los reclamos que se alegaron en la Acción o en cualquier enmienda posterior a la misma o que podrían haberse alegado sobre la base de los hechos citados en la Acción y para la liberación de los Miembros del Grupo Demandante de los reclamos descritos a continuación. Si el Tribunal lo aprueba finalmente, el Acuerdo propuesto distribuirá el dinero de la siguiente manera:

Adjudicaciones a los Miembros del Grupo Demandante del Acuerdo: Los Miembros del Grupo Demandante del Acuerdo (Miembros del Grupo Demandante que no se excluyan oportunamente del Acuerdo) recibirán una parte prorrateada del Importe Neto del Acuerdo. “Importe Neto del Acuerdo” hace referencia al Importe Neto de la Compensación de cuatrocientos ochenta mil dólares (\$626,705.45) menos el pago de (a) cualquier adjudicación de honorarios de abogados y costos del Litigio, (b) los Costos de Administración del Acuerdo, (c) el Pago de Mejora del Demandante, y (d) la porción del Pago PAGA asignable a la LWDA, todo lo cual se describe a continuación. El Importe Neto del Acuerdo es (\$364,303.63).

El Administrador de Reclamos calculará la parte prorrateada de cada Miembro del Grupo Demandante del Acuerdo de la siguiente manera: El Administrador de Reclamos calculará el número de Semanas de Trabajo Compensables totales para cada Miembro del Grupo Demandante del Acuerdo. Las Semanas de Trabajo se calcularán de acuerdo con los registros y la información proporcionada por los Demandados. En el caso de los empleados que reúnan los requisitos para recibir una parte en virtud de la Ley del Procurador General Privado del Código Laboral de California de 2004 (Código Laboral, § 2698 *et seq.*) (“PAGA,”) el Administrador de Reclamos también calculará la parte del empleado de la Asignación PAGA en función de los registros y la información proporcionados por los Demandados sobre los Períodos de Pago de los empleados elegibles. Las Adjudicaciones del Acuerdo estarán sujetas a los impuestos de retención aplicables. La parte de los impuestos sobre la nómina de los Demandados que surjan de las Adjudicaciones del Acuerdo no se deducirá del Fondo Neto del Acuerdo.

Según los registros de los Demandados, el total de sus “Semanas de Trabajo” durante el Período de la Demanda Colectiva es de «Total_Weeks». Basado en lo mismo, su Pago del Acuerdo individual será de «Est_Set_Amt». «PAGA_Language_Spanish» «PAGA_Work_Weeks» «PAGA_Language_Spanish_2» «PAGA_Amount». En caso de que desee participar en el Acuerdo, **pero no está conforme** con el número de Semanas de Trabajo que aparece en el formulario, **debe** solicitar al Administrador de Reclamos que resuelva el asunto devolviendo la Hoja de Información del Miembro del Grupo Demandante con una declaración del número de Semanas de Trabajo que usted sostiene que fueron trabajadas e incluir cualquier documentación que tenga para respaldar su argumento.

Adjudicación de Honorarios y Gastos a los Abogados del Grupo Demandante: Tras la aprobación del Tribunal, los Demandados acuerdan que pagarán, como parte del Importe Neto de la Compensación, los honorarios de los abogados y los costos/gastos personales a Mahoney Law Group, APC. El Acuerdo propuesto permite a los Abogados del Grupo Demandante solicitar hasta 1/3 del Importe Neto de la Compensación o ciento sesenta mil dólares (\$208,901.82) como sus honorarios por procesar este caso. Además, el Acuerdo permite a los Abogados del Grupo Demandante recuperar costos de hasta dieciséis mil dólares (\$16,000.00) para el reembolso de sus costos/gastos de bolsillo incurridos en la Demanda. Usted no es personalmente responsable de ninguno de los honorarios de los abogados o costos/gastos de los Abogados del Grupo.

Pago de la LWDA: El Acuerdo propuesto establece un pago de veinte mil dólares (\$20,000.00) para la resolución de los reclamos PAGA alegados en la Acción. De esa cantidad, el 75%, o quince mil dólares (\$15,000.00,) que representa el 75% de la Asignación PAGA, se pagará a la Agencia de Desarrollo de la Fuerza Laboral de California. Los cinco mil dólares (\$5,000.00) restantes, que representan el 25% de la Asignación PAGA, formarán parte del Monto del Acuerdo Neto que se distribuirá a los empleados que tengan derecho a una parte de la Asignación PAGA.

Otros pagos: El Acuerdo propuesto establece siete mil quinientos dólares (\$7,500.00) como Mejora para la Demandante Anita Trejo. El Acuerdo propuesto también prevé un pago estimado, pero que no excederá los quince mil dólares (\$15,000.00,) al Administrador de Reclamos por sus servicios de envío del Aviso del Grupo Demandante y el procesamiento de las Adjudicaciones del Acuerdo.

¿Cuáles son mis derechos y opciones?

1. Puede excluirse del Acuerdo: Si no desea una Adjudicación del Acuerdo y no quiere estar obligado por ninguno de los términos del Acuerdo propuesto, debe presentar oportunamente un Formulario de Solicitud de Exclusión por escrito. Debe presentar el formulario de Solicitud de Exclusión que recibió junto con este Aviso. Su Solicitud de Exclusión debe ser enviada por correo al Administrador de Reclamos y debe tener el sello postal del 5 de abril de 2022.

No debe solicitar la exclusión si desea recibir dinero del Acuerdo.

Puede objetar al Acuerdo: Puede objetar el Acuerdo antes de la aprobación final del Acuerdo por parte del Tribunal. Para objetar, debe presentar una objeción por escrito al Administrador de Reclamos antes del 5 de abril de 2022. La solicitud de los Abogados del Grupo Demandante para el pago de honorarios, costos y mejoras al Demandante estará disponible en el sitio web del Administrador del Acuerdo www.phoenixclassaction.com/ el 7 de marzo de 2022 para que usted la revise.

También puede incluir una declaración en su objeción escrita de que le gustaría asistir y ser escuchado en la Audiencia de Aprobación Final actualmente fijada para la 1:30 p.m. del 6 de junio de 2022, en la Sala 7D del Distrito de los Estados Unidos - Distrito Central de California - División Occidental ubicada en 350 West 1st Street, Los Ángeles, CA 90012. Usted puede comparecer y hablar en la Audiencia de Aprobación Final si lo desea. No está obligado a comparecer, ni personalmente ni a través de un abogado, en la Audiencia de Aprobación Final para que su objeción sea considerada. Puede comparecer a través de Zoom. La información para asistir a la audiencia a través de Zoom se encuentra disponible en el siguiente sitio web: <https://www.cacd.uscourts.gov/honorable-dale-s-fischer>.

Su objeción y, si corresponde, la declaración de intención de comparecer en la Audiencia de Aprobación Final debe presentarse al Administrador de Reclamos y deben tener el sello postal a más tardar el 5 de abril de 2022. Puede objetar el Acuerdo sólo si NO presenta una Solicitud de Exclusión.

2. Usted puede no hacer nada: Si no hace nada, recibirá automáticamente un pago del acuerdo y a cambio, independientemente de que cobre o deposite el pago, estará obligado por todos los términos del Acuerdo en cuanto a sus reclamos de la ley estatal y por cualquier Sentencia Definitiva dictada en esta Demanda si el Acuerdo recibe la aprobación final del Tribunal, y renunciará a sus derechos de ser parte de cualquier otra acción contra los Demandados que implique las mismas o similares reclamos legales que los de este caso. Se le enviará un cheque del acuerdo a la dirección a la que se envió este Aviso (a menos que proporcione oportunamente una dirección de reenvío al Administrador de Reclamos.)

¿De qué reclamos renuncio al participar en el Acuerdo?

A cambio de la contraprestación ofrecida por los Demandados en el Acuerdo propuesto, todos los Miembros del Grupo Demandante que no opten oportunamente por no participar en el Acuerdo (los Miembros del Grupo Demandante del Acuerdo) liberarán, renunciarán y descargarán expresamente, y se considerará que han liberado, renunciado y descargado, todos los reclamos Liberados contra los Demandados, incluyendo Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, y Yusen Logistics (Americas,) Inc.

Con “Reclamos liberados” se hace referencia a todos los reclamos en las Demandas, así como todos y cada uno de los reclamos (conocidos o desconocidos) que se hicieron valer o podrían haberse hecho valer contra los Demandados y todas sus entidades afiliadas, entidades relacionadas, propietarios, funcionarios, directores, miembros, empresas matrices, subsidiarias, filiales, empleados, agentes, sucesores y cesionarios (las “Partes Exoneradas”) en base a los hechos alegados en las Demandas (incluyendo los alegados en las Cartas del Demandante a la LWDA,) o que surjan de las Demandas, incluyendo, sin limitación, los reclamos de que los Demandados no proporcionaron períodos de comida; no proporcionaron períodos de descanso; no pagaron los salarios por hora; redondearon las entradas de tiempo para privar a

los Miembros del Grupo Demandante de los salarios; requirieron a los Miembros del Grupo Demandante que trabajaran “fuera del horario”; requirieron a los Miembros del Grupo Demandante que llegaran a trabajar temprano sin compensación; no pagaron el salario mínimo; no pagaron la compensación por horas extras; no proporcionaron declaraciones salariales detalladas y precisas; y no pagaron todos los salarios debidos a los empleados despedidos y que renunciaron. Los reclamos liberados incluyen, pero no se limitan a los reclamos presentados en virtud de los párrafos 201-203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 2698 *et seq.* del Código Laboral de California, la Orden de Salarios de la CBI aplicable y la Sección 17200 del Código de Negocios y Profesiones de California. Dichos reclamos incluyen reclamos de salarios, sanciones legales, sanciones civiles u otra reparación en virtud del Código Laboral de California y cualquier otra ley estatal o municipal relacionada, reparación de la competencia desleal en virtud de la sección 17200 *et seq. del Código de Negocios y Profesiones de California*; honorarios de abogados y costos; e intereses, y renuncia a la protección de la sección 1542 del Código Civil de California con respecto a dichos reclamos. A cambio de la Adjudicación de Servicios al Demandante, el Demandante firmará una exención general de todos los reclamos, incluyendo, pero sin limitarse a la renuncia al artículo 1542 del Código Civil de California, contra las Partes Exoneradas. Esta exención excluye cualquier reclamación actual y/o futura a la que no se pueda renunciar por ley.

¿Cuándo es la próxima audiencia del Tribunal?

Se celebrará una Audiencia de Aprobación Final ante el Honorable Dale S. Fischer en la Sala 7D del Distrito de los Estados Unidos - Distrito Central de California - División Occidental, ubicada en 350 West 1st Street, Los Ángeles, CA 90012, el 6 de junio de 2022 a la 1:30 p.m. para determinar si el Acuerdo es justo, razonable y adecuado. Se le pedirá al Juez Dale S. Fischer que apruebe el plan para distribuir las Adjudicaciones del Acuerdo, la Adjudicación de Honorarios y Gastos de los Abogados del Grupo, el Pago de Mejora para el Demandante, el Pago de LWDA y el pago al Administrador de Reclamos por sus servicios. Una moción para la aprobación final de estos puntos debe estar archivada en el Tribunal a más tardar el 12 de mayo de 2022 y estará disponible para su revisión después de esa fecha. Esta audiencia puede ser continuada sin necesidad de notificar a los Miembros del Grupo Demandante. No es necesario que usted comparezca en esta audiencia.

¿Y si necesito más información?

Los términos en mayúsculas en este Aviso tienen el mismo significado que se les da en la Estipulación Conjunta del Acuerdo de Demanda Colectiva y Liberación (“Acuerdo,”) presentada ante el Tribunal el 15 de junio de 2021 como un anexo a la Declaración de Katherine J. Odenbreit en apoyo de la Moción para la Aprobación Preliminar del Acuerdo de Demanda Colectiva. Para conocer los términos y condiciones precisos del Acuerdo, debe consultar el Acuerdo detallado y la Orden de Aprobación Preliminar, que también se encuentra en los archivos del Tribunal. Si tiene alguna pregunta, puede ponerse en contacto con el Administrador de Reclamos llamando al 1-800-523-5773. También puede ponerse en contacto con el Abogado del Grupo a través de:

Kevin Mahoney
Katherine J. Odenbreit
John Young
MAHONEY LAW GROUP, APC
249 E. Ocean Boulevard, Suite 814
Long Beach, California 90802
Teléfono: (562) 590-5550
Fax: (562) 590-8400
Correo electrónico: kmahoney@mahoney-law.net
kodenbreit@mahoney-law.net
jyoung@mahoney-law.net

**POR FAVOR, NO SE PONGA EN CONTACTO CON EL TRIBUNAL PARA OBTENER INFORMACIÓN
SOBRE ESTE ACUERDO**

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

REQUEST FOR EXCLUSION FROM CLASS SETTLEMENT

United States District Court for the Central District of California – Western Division
Anita Trejo v. Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and Yusen Logistics (Americas), Inc. Wage and Hour Putative Class Action and PAGA Representative Action

IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS, YOU MUST SUBMIT AN EXCLUSION FORM

FILING BY MAIL. You may submit an Exclusion Form by signing, completing and mailing this Exclusion Form to the address below.

I, (Type or Print Name) _____, hereby elect to opt out of the class in the above-referenced litigation. I confirm that I have received the Notice of Settlement of Class Action in the above-referenced litigation. I have decided NOT to participate in the proposed settlement and I understand that I will not receive any benefit from the Settlement.

Signature: _____

Dated: _____

Any Other Names Used During Employment at Defendants Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, and Yusen Logistics (Americas), Inc.:

Address: _____

City, State and ZIP Code: _____

Telephone No.: _____

Last Four Digits of Your Social Security: _____

Please mail this Exclusion Form to the Claims Administrator at the address listed below. The address of the Claims Administrator is:

**Claims Administrator
c/o Phoenix Settlement Administrators
P.O. Box 7208,
Orange, CA, 92863**

Deadline: Your Exclusion Form must be received by the Claims Administrator by April 5, 2022 to be excluded from the settlement class.

NAME AND ADDRESS CORRECTIONS ONLY:

Write your current name and address below, if they are different from the information at left:

«Contact»

«Address_1»

«City», «State» «ZIP_Code»

SOLICITUD DE EXCLUSIÓN DEL ACUERDO DE LA DEMANDA COLECTIVA

Tribunal de Distrito de los Estados Unidos para el Distrito Central de California - División Occidental
Anita Trejo c/ Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, y Yusen Logistics
(Americas), Inc. Acción colectiva putativa del grupo demandante sobre salarios y horas y Acción
representativa de PAGA

SI DESEA SER EXCLUIDO DEL GRUPO DE DEMANDANTES, DEBE PRESENTAR UN FORMULARIO DE EXCLUSIÓN

ENVÍO POR CORREO. Podrá presentar un Formulario de Exclusión firmando, completando y enviando por correo este Formulario de Exclusión a la dirección de correo electrónico indicada más abajo.

Por la presente, yo, (Nombre en Letra Imprenta) _____, opto por no participar en la demanda colectiva mencionada anteriormente. Confirmando que he recibido el Aviso del Acuerdo de la Demanda Colectiva respecto a dicho litigio. He decidido NO participar en el acuerdo propuesto y entiendo que no recibiré ningún beneficio del mismo.

Firma: _____

Fecha: _____

Cualquier otro nombre utilizado durante su contratación con los Demandados Lyneer Staffing Solutions, LLC, Ciera Staffing, LLC, Employers HR, LLC, y Yusen Logistics (Americas,) Inc.:

Dirección: _____

Ciudad, Estado, Código Postal: _____

Número de Teléfono: _____

Últimos cuatro dígitos de su Seguro Social: _____

Envíe este formulario de exclusión al administrador de reclamos a través de la dirección indicada a continuación. La dirección del Administrador de Reclamos es:

**Administrador de Reclamos
c/o Phoenix Settlement Administrators
Apartado Postal 7208,
Orange, CA, 92863**

Fecha límite: Su formulario de exclusión debe ser recibido por el Administrador de Reclamos antes de 5 de abril de 2022 para ser excluido del acuerdo de la demanda colectiva.

ÚNICAMENTE EN CASO DE CORRECCIONES A SU NOMBRE O DIRECCIÓN:

Escriba a continuación su nombre y dirección actuales, en caso de ser diferentes a los datos de la izquierda:

«Contact»

«Address_1»

«City», «State» «ZIP_Code»

Exhibit B

Trejo v. Lynceer Staffing Solutions, LLC, et al.

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

PRESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID

IMPORTANT NOTICE

PSA ID: «PSA ID»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»

IMPORTANT NOTICE REGARDING
TREJO V. LYNEER STAFFING SOLUTIONS, LLC, ET AL.
SETTLEMENT

On February 4, 2022, we mailed you a Notice Packet for the settlement of *Trejo v. Lyneer Staffing Solutions, LLC, et al.* filed in United States District Court – Central District, Case No. 2:19-cv-04132 DSF (JCx). This supplemental notice is to correct some information in your Notice Packet:

1. Pages 1 and 2 incorrectly defined the Gross Settlement Amount as four hundred eighty thousand dollars (\$480,000.00). The actual Gross Settlement Amount is six hundred twenty-six thousand seven hundred five dollars and forty-five cents (\$626,705.45). Your estimate payment was calculated using the correct Gross Settlement Amount and remains accurate.
2. The Motion for Fees, Costs and Incentive Payment will be available for viewing at the following website once filed on March 4, 2022: www.phoenixclassaction.com. The Order granting Final Approval will also be posted to the website after the final approval hearing, currently scheduled for June 6, 2022.

If you have any questions, please contact the
Settlement Administrator at **(800) 523-5773**.

Exhibit C



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	2,100
Opt Out Rate	4%
Opt Outs Received	84
Total Class Claimants	2,016
Subtotal Admin Only	\$18,179.00

Not-to-Exceed Total \$15,000.00

For 2,100 Class Members

Pricing Good for Scope of Estimate Only

August 26, 2020

Case: Trejo v. Lyneer, Opt-Out Administration

Phoenix Contact: Michael E. Moore
 Contact Number: 949.331.0131
 Email: mike@phoenixclassaction.com

Requesting Attorney: John A. Young
 Firm: Mahoney Law Group, APC
 Contact Number: 562.590.5550
 Email: JYoung@mahoney-law.net

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **2,100** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

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

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$150.00	1		\$150.00
Call Center & Long Distance	\$2.00	308		\$616.00
NCOA (USPS)	\$700.00	1		\$700.00
Total				\$1,866.00

* 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	\$100.00	2		\$200.00
Spanish Translation	\$800.00	1		\$800.00
Data Merge & Duplication Scrub	\$0.10	2,100		\$210.00
Notice Packet & Opt-Out Form	\$1.25	2,100		\$2,625.00
Estimated Postage (up to 2 oz.)*	\$0.65	2,100		\$1,365.00
Static Website	\$100.00	1		Included
Check Cashing Reminder Postcard	\$0.60	423		TBD
Postage Included				
Total				\$5,200.00

* 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	4		\$220.00
Skip Tracing Undeliverables	\$0.85	525		\$446.25
Remail Notice Packets	\$0.75	522		\$391.50
Estimated Postage	\$0.50	522		\$261.00
Programming Undeliverables	\$50.00	1		\$50.00
			Total	\$1,368.75

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$150.00	2		\$300.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	8		\$440.00
Opt-Outs/Deficiency/Dispute Letters	\$6.00	90		\$540.00
Case Manager	\$85.00	6		\$510.00
			Total	\$1,990.00

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	1		\$135.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	2		\$270.00
Check Run Setup & Printing	\$135.00	2		\$270.00
Mail Class Checks *	\$0.85	2,016		\$1,713.60
Estimated Postage	\$0.50	2,016		\$1,008.00
			Total	\$3,761.60

* 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	\$115.00	4		\$460.00
Remail Undeliverable Checks (Postage Included)	\$1.35	339		\$457.65
Case Associate	\$55.00	5		\$275.00
Reconcile Uncashed Checks	\$85.00	4		\$340.00
Conclusion Reports	\$115.00	4		\$460.00
Case Manager Conclusion	\$85.00	5		\$425.00
Final Reporting & Declarations	\$115.00	5		\$575.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,000.00	1		\$1,000.00
Check to Cy-Pres	\$150.00	1		Included
Uncashed Checks to the State of California Contolers Office Estimated <u>19</u> Total Class Members	\$1,000.00	1		TBD
Total				\$3,992.65

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

Estimate Total: \$18,179.00



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.