

1 HAMMONDLAW, P.C.
Julian Hammond (SBN 268489)
2 jhammond@hammondlawpc.com
Adrian Barnes (SBN (253131)
3 abarnes@hammondlawpc.com
4 1201 Pacific Ave, Suite 600
Tacoma, WA 98402
5 (310) 601-6766
(310) 295-2385 (Fax)
6 Attorneys for Plaintiffs and the Putative Class

7 **SUPERIOR COURT OF CALIFORNIA**
8 **COUNTY OF SANTA CLARA**
9

10 RAKLY DOMINGUEZ and GRACE
DOMINGUEZ, individually and on behalf of
11 all others similarly situated,

12 Plaintiffs,

13 vs.

14 ALL-PRO BAIL BONDS, INC., a California
Corporation; BANKERS INSURANCE
15 COMPANY, a Florida Corporation; and
16 BANKERS SURETY SERVICES, INC., a
Florida Corporation,

17 Defendants.
18

Case No. 21CV381890

**DECLARATION OF BRYN BRIDLEY
RE NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: September 20, 2023
Time: 1:30 p.m.
Judge: Theodore C. Zayner
Dept.: 19

19 I, BRYN BRIDLEY, declare as follows:
20

21 1. I am the Director of Project Management at Atticus Administration, LLC
22 (“Atticus”), a firm providing class action and claims administration services. I have extensive
23 experience with class action notice and claims administration. I am fully familiar with the facts
24 contained herein based upon my personal knowledge and involvement with the above-captioned
25 action and if called upon to testify to such, I could and would competently do so.

26 2. Atticus is the Settlement Administrator for the above-captioned action and is
27 responsible for carrying out the terms of the *Class Action Settlement and Release* (“Settlement
28

1 Agreement”) as ordered by the Court in the *Order Re: Motion for Preliminary Approval of*
2 *Class Settlement* (“Preliminary Approval Order”) dated April 24, 2023.

3 3. I submit this Declaration to inform the parties and the Court of the Settlement
4 administration activities completed to date. This Declaration describes: (i) the method of
5 providing notice to the Settlement Class, (ii) exclusion requests and objections received, (iii)
6 Class Member Payment calculations, and (vi) the costs of Settlement administration.

7 **I. NOTICE TO THE SETTLEMENT CLASS**

8 4. On May 10, 2023, Atticus received a data file from Defense Counsel that
9 contained the name, address Event number, agreement date, payment amount, and total number
10 of individuals associated with the payment of each event for 36,625 non-spouse co-signors that
11 signed an All-Pro Surety Bail Bond Indemnity Agreement and an All-Pro Promissory Note for
12 Surety Bail Bond (the “All-Pro Agreements”) before May 21, 2021 and, between May 25, 2017
13 and April 24, 2023 (“Class Period”) payment was sought from, owed, or made to All-Pro
14 (“Class Members,” or the “Class List”). Atticus and Defense Counsel worked together closely
15 to identify and resolve items of question in the Class List and were able to finalize the file on
16 May 26, 2023. The final Class List included 33,798 unique Class Members associated with
17 payments made on 27,095 Events. 2,827 Class Members were associated with more than one
18 Event.

19 5. The Class Member addresses were processed through the National Change of
20 Address databank maintained by the United States Postal Service (USPS) prior to dissemination
21 of notice. This process provides address updates for individuals who have moved within the last
22 four (4) years and who filed change of address cards with the USPS.

23 6. On June 7, 2023, Atticus mailed the Court-approved *Notice of Proposed Class*
24 *Action Settlement and Hearing Date for Final Approval* (“Class Notice,” of “Notice”) by U.S.
25 first class mail to 33,798 identified Class Members in English and Spanish. The Notice included
26 details about the settlement and the options available to Class Members. Each Notice included
27 the amount each Class Member paid to All-Pro and his/her estimated Settlement share. A true
28 and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

1 7. Of the 33,798 Notices mailed, 7,307 were returned to Atticus. Two hundred
2 fifty-nine (259) of the returned Notices included forwarding information and the Notices were
3 promptly remailed to the forwarding addresses provided by the USPS. Six (6) of the forwarded
4 Notices were again returned to Atticus as undeliverable. Of the remaining 7,048 returned
5 Notices, undeliverable records for 6,735 were sent to a professional service for address tracing
6 and 313 were not sent to trace for updates because they were received after the exclusion and
7 objection deadline. From trace, new addresses were received for 4,027 records and were not
8 received for 2,708 records. Notices were promptly remailed to the 4,027 trace addresses. 3,436
9 re-mailed Notices were not returned to Atticus and five hundred ninety-one (591) of the Notices
10 remailed to trace addresses were again returned to Atticus as undeliverable. In total 3,612
11 Notices were undeliverable. In further efforts to locate Class Members, all undeliverable
12 records on file at the time of any award distribution are again traced and the distribution file
13 again processed through the NCOA database prior to sending settlement payments.

14 8. In sum, 30,186 Class Members or 89.31% of the Settlement Class are believed to
15 have successfully received Notice by mail.

16 **II. REQUESTS AND OBJECTIONS**

17 9. Class Members have until July 22, 2023 to request exclusion (“opt out”) from the
18 Settlement or object to the Settlement’s terms and request to appear at the Final Fairness
19 Hearing. Atticus received six (6) exclusion requests, from Class Members Julianna Arreola,
20 Alondra Santiago, Stephanie Zunga, Adrienne Keely, Thomas Kelly, and Jackie Hopper. No
21 settlement objections were received by Atticus.

22 **III. PAYMENT CALCULATIONS**

23 10. Upon the Court’s entry of a final approval Order including the approved payment
24 amounts for Administrative Expenses (\$100,000), Class Counsel’s Fee Award (\$766,590) and
25 costs (\$12,375.56), and the Class Representative’s Service Awards (\$7,500), Atticus will
26 complete the individual settlement payment calculations pursuant to Section 4.7 of the
27 Settlement Agreement. The Court-approved amounts will be deducted from the \$2,300,000
28 Gross Settlement Amount contemplated by the settlement to determine the Net Settlement

1 Amount available for distribution to the Settlement Class, which is approximately
2 \$1,413,534.44. The Net Settlement Fund will be divided by the aggregate total amount of
3 payments made to All-Pro for all covered Events, and then multiplied by the total amount of
4 payments made to All-Pro on a specific Event. The per-Event amount will then be divided
5 equally amongst the total number of Class Members who executed All-Pro Agreements for each
6 specific Event.

7 11. The funds preliminarily designated to the six (6) Class Members who opted-out
8 of the settlement will be added to the Net Settlement. The estimated awards range from \$0.02 to
9 \$943.66, with an average award of \$41.82. Named Plaintiff Rakly Dominguez's estimated
10 settlement share is \$195.22.

11 **IV. COSTS OF SETTLEMENT ADMINISTRATION**

12 12. The Administration Costs for this matter are \$100,000. An invoice is attached as
13 **Exhibit B.** This amount includes preparing the Class List, printing, and mailing the Class
14 Notice, Class Member communications, project management, establishing a qualified settlement
15 fund entity, obtaining a federal tax identification number, opening a bank account, calculation
16 of the Class Member Payment, and sending payments to the Settlement Class.

17
18 **I declare under penalty of perjury under the laws of the state of California that the**
19 **foregoing is true and correct and executed on August 25, 2023 in Mendota Heights,**
20 **Minnesota.**

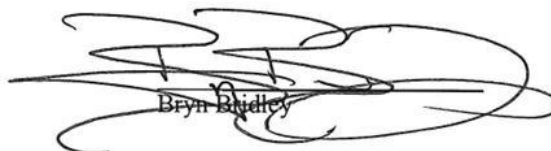
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EXHIBIT A

Dominguez v All Pro Bail Bonds Settlement
C/O ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL MN 55164

<<Envelope Barcode>>

<<Claimant ID>> <<SEQ ID>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>> <<ADD ADDRESS 2>>
<<CITY>> <<STATE>> << ZIP>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Dominguez et al. v. All-Pro Bail Bonds, Inc., et al.
(Santa Clara County Superior Court, Case No. 21CV381890)

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because All-Pro Bail Bonds, Inc.’s (“Defendant” or “All-Pro”) records show you are a “Settlement Class Member” and therefore entitled to a payment from this Class Action Settlement. “Settlement Class Member” refers to all non-spouse co-signers that signed an All-Pro Surety Bail Bond Indemnity Agreement and an All-Pro Promissory Note for Surety Bail Bond (collectively, the “All-Pro Agreements”) at any time prior to May 1, 2021, and for which a payment was sought from, owed, or made to All-Pro (or any third party collection agency collecting payments on behalf of All Pro) pursuant to the All-Pro Agreements at any time between May 25, 2017, and April 24, 2023.

- The Settlement resolves a class-action lawsuit (the “Lawsuit”), *Dominguez et al. v. All-Pro Bail Bonds, Inc., Bankers Insurance Company, and Bankers Surety Services, Inc.* (collectively “Defendants”), which alleges that Defendants: (1) failed to comply with California Civil Code § 1799.91, which requires that a creditor must provide written notice of the risks involved in cosigning on a consumer credit contract to any non-spouse cosigner on such a contract, in the form of specific language (in both English and Spanish) mandated by the statute, and that (2) the failure to provide the required notice violated California’s Unfair Competition Law (Business & Professions Code §§ 17200-17210 (“UCL”).

- On April 24, 2023, the Santa Clara County Superior Court granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they have fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Claims Administrator about why you object to the Settlement and they will forward your concerns to counsel. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval hearing scheduled for September 20, 2023 at 1:30 pm in Department 19 of Santa Clara County Superior Court.

Why Am I Receiving This Notice?

You were sent this Class Notice because you have a right to know about a proposed settlement of a class-action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Claims Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Rakly Dominguez and Grace Dominguez both co-signed All-Pro Agreements, prior to May 1, 2021, for people to whom they were not married and made payments pursuant to the All-Pro Agreements between May 25, 2017, and April 24, 2023. They are the "Plaintiffs" in this case and are suing on behalf of themselves and other non-spouse co-signers for Defendants' alleged failure to provide a required written notice of the risks involved in cosigning on a consumer credit contract.

Defendants deny all of the allegations made by Plaintiffs and deny that they violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved a Class Action Settlement Agreement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiffs and Defendants have agreed to settle this case on behalf of the Class for the Gross Settlement Amount of \$2,300,000. The Gross Settlement includes: (1) Administration Costs currently estimated at \$100,000; (2) a Settlement Class Representative Enhancement Payment to Plaintiff Rakly Dominguez of up to \$5,000 and to Plaintiff Grace Dominguez of up to \$2,500 (for a total of \$7,500) for their time and efforts in pursuing this case and in exchange for a general release of claims they will enter into as part of this settlement against Defendants; and (3) fees of up to 33.33% of the Gross Settlement Amount and up to \$20,000 in litigation costs to Class Counsel. After deducting these sums, a total of approximately \$1,405,910 will be available for distribution to Class Members ("Net Settlement Amount").

In addition to the Gross Settlement Amount, Defendant All-Pro has agreed to stipulate to a permanent injunction which will prohibit All-Pro from collecting from all non-spouse co-signers that signed an All-Pro Agreement at any time prior to May 1, 2021, any outstanding installment premium payments remaining due and owing on those All-Pro Agreements. This relief extends both to the Class Members and to other non-spousal co-signers who meet the criteria of the stipulated permanent injunction.

Distribution to Class Members

The Net Settlement Amount will be distributed as follows: The NSA shall be allocated to Class Members who do not exclude themselves from the settlement ("Participating Settlement Class Members"). Each Participating Settlement Class Member Payment will be determined by, first, dividing the NSA by all payments made to All-Pro by Participating Settlement Class Members. This figure will then be multiplied by the total payments made to All-Pro on the specific Event for which the Participating Settlement Class Member executed an All-Pro Agreement. And, finally, the resulting figure is divided by the total number of Participating Settlement Class Members who executed agreements for the specific Event for which the Class Member executed her or her agreement. Participating Settlement Class Members will have 180 calendar days to cash their Settlement Payment check; if they fail to do so, the Claims Administrator will cancel the check and the aggregate amount of all the uncashed checks will be distributed to the Children's Advocacy Institute ("CAI") – an organization that advocates for children on a range of issues including child abuse and protection, poverty, education, health and safety, the commercial sexual exploitation of children, child care, and civil liberties.

Your Estimated Settlement Award

Defendant All Pro's records show that you are a member of the Class and that payments totaling <<CM Total>> were made to All-Pro on the All-Pro Agreements that you executed prior to May 1, 2021. Your share of the Settlement is <<Est Award>>.

Tax Reporting

Please consult a tax advisor regarding the tax consequences of your Settlement Award. This Notice is not intended to provide legal or tax advice on your Settlement Share.

Claims That You Are Releasing Under the Settlement

Released Claims: If finally approved by the Court, each Class Member who does not request exclusion from the Settlement will be bound by all of the terms of the Settlement, and will release Defendants from any and all claims that are alleged, or could reasonably have been alleged based on the facts and claims asserted in the Complaint on their behalf and arising during the Class Period, including the following: Violation of Civil Code § 1799.91; Violation of Civil Code § 1799.95; Violation of Business and Professions Code § 17200, *et seq.* (Unfair Competition Law or UCL) based on or related to the alleged violation of Civil Code § 1799.90, *et seq.*; Declaratory Relief based on or related to the alleged Civil Code § 1799.90, *et seq.* violations; claims for injunctions, and all claims for damages, penalties, interest, fees and costs, restitution, equitable relief, and other amounts or types of relief recoverable under said claims, causes of action, demands, or legal theories of relief.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your payment because you are a Class Member. If you do not opt out of the Settlement, you will be bound by the Settlement and receive a Settlement Payment. **In other words, if you are a Class Member, you do not need to take any action to receive the Settlement Payment set forth above.**

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to:

**Dominguez v All-Pro Bail Bonds Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164**

Alternatively, you can email your written request for exclusion to the Claims Administrator at BailBondsSettlement@atticusadmin.com.

The written request to be excluded from the Settlement must be emailed or postmarked not later than July 22, 2023. If you exclude yourself from the Settlement then you will get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement you may file an objection in writing stating why you object to the Settlement. Your objection must provide your full name, address and telephone number, the last four digits of your Social Security Number, and your reasons why you think the Court should not approve the Settlement. Your

Questions? Contact the Settlement Claims Administrator toll free at 1-800-269-2959

objection must be signed and must be emailed or mailed to the Claims Administrator no later than July 22, 2023. You may also appear at the Final Fairness and Approval Hearing to object to the Settlement, either in person or through counsel, at your own expense. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Fairness Hearing

The Final Fairness and Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 1:30 p.m. on September 20, 2023, in Dept. 19, Superior Court of California, County of Santa Clara, at 191 N. First Street, San Jose, CA 95113-1090. You are not required to attend the Hearing, but you are welcome to do so at your expense, either in person, telephonically, or through an attorney.

Class Members may appear at the final approval hearing remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimize.

Additional Information

The above is a summary of the basic terms of the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit www.AtticusAdmin.com/class-action-cases/, call the Claims Administrator at 1-800-269-2959, or call Class Counsel at:

HAMMONDLAW, P.C.
Julian Hammond (SBN 268489)
Adrian Barnes (SBN 253131)
Polina Brandler (SBN 269086)
Ari Cherniak (SBN 290071)
1201 Pacific Avenue, Suite 600
Tacoma, WA 98402
Tel: (310) 601-6766

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.sceffiling.org and www.sccourt.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

NOTIFICACIÓN DE PROPUESTA DE ACUERDO DE LIQUIDACIÓN DE DEMANDA COLECTIVA Y FECHA DE AUDIENCIA DE APROBACIÓN FINAL

Dominguez et al. v. All-Pro Bail Bonds, Inc., et al.
(Tribunal Superior del condado Santa Clara, No. de caso 21CV381890)

Le pedimos leer esta Notificación cuidadosamente. Esta Notificación aborda una propuesta de acuerdo de liquidación para el litigio de una demanda colectiva. Si usted es Miembro del Grupo de Demandantes, contiene información importante sobre su derecho de recibir un pago del fondo del Acuerdo.

Usted ha recibido esta Notificación de la Liquidación de una Demanda Colectiva porque los registros de All-Pro Bail Bonds, Inc.'s ("Demandado" o "All-Pro") muestran que usted es un "Miembro del Grupo de Demandantes" y, por tanto, tiene derecho a un pago bajo este Acuerdo de Liquidación de Demanda Colectiva. "Miembros del Grupo de Demandantes" se refiere a todos los cofirmantes o avales, excluyendo a cónyuges, que hayan firmado un Acuerdo de Indemnización por Fianza de Seguridad con All-Pro (en inglés, All-Pro Surety Bail Bond Indemnity Agreement) y un Pagaré por Fianza de Seguridad con All-Pro (en inglés, All-Pro Promissory Note for Surety Bail Bond), en conjunto se denominados "Acuerdos con All-Pro", en cualquier momento previo al 1 de mayo de 2021, en virtud de lo cual se haya solicitado, debido o realizado un pago a All-Pro (o cualquier agencia externa de cobro de pagos en representación de All-Pro) bajo los Acuerdos con All-Pro en cualquier momento entre el 25 de mayo de 2017 y el 24 de abril de 2023.

- Este Acuerdo resuelve una demanda colectiva (la "Demanda"), *Dominguez et al. v. All-Pro Bail Bonds, Inc., Bankers Insurance Company, and Bankers Surety Services, Inc.* (en conjunto los "Demandados"), en la que se alega que los Demandados: (1) no cumplieron con el Código Civil de California § 1799.91, que requiere que un acreedor proporcione una notificación por escrito sobre los riesgos que implica avalar un contrato de crédito al consumidor a cualquier cofirmante o aval de dicho contrato, excluyendo a cónyuges, con el uso del lenguaje específico, tanto en inglés como en español, que exige el estatuto y que (2) al no proporcionar la notificación requerida se violó la Ley de Competencia Desleal de California (Código Comercial y de Profesiones §§ 17200-17210 ("UCL")).

- El 24 de abril de 2023, el Tribunal Superior del condado Santa Clara otorgó aprobación preliminar a este Acuerdo de Liquidación de Demanda Colectiva y ordenó que se notificara a todos los Miembros del Grupo de Demandantes sobre el Acuerdo. El Tribunal no se ha pronunciado sobre la validez de las reclamaciones en la Demanda. Los Demandados rechazan vigorosamente los alegatos de la Demanda y sostienen que han cumplido plenamente con todas las leyes pertinentes.

SUS OPCIONES Y DERECHOS LEGALES EN ESTE ACUERDO DE LIQUIDACIÓN	
NO HACER NADA Y RECIBIR UN PAGO	Recibir un pago y renunciar a su derecho legal de interponer reclamaciones que se hayan exonerado al liquidar la Demanda.
EXCLUIRSE VOLUNTARIAMENTE DEL ACUERDO	Excluirse del Acuerdo, no recibir un pago y retener sus derechos legales de interponer demandas que de lo contrario se exonerarían en virtud de la liquidación de la Demanda.
OBJETAR AL ACUERDO	Si no se excluye voluntariamente, puede escribir al Administrador de Reclamos indicando por qué objeta al Acuerdo y él remitirá sus inquietudes a los abogados. Si el Tribunal aprueba el Acuerdo a pesar de su objeción, quedará obligado por el Acuerdo. Usted o su abogado también pueden

¿Dudas? Comuníquese con el Administrador de Reclamaciones bajo el Acuerdo sin costo al 1-800-269-2959

	hablar ante el Tribunal durante la audiencia de Aprobación Final programada para el 20 de septiembre de 2023 a la 1:30 p.m. en el Departamento 19 del Tribunal Superior del condado Santa Clara.
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¿Por qué recibí esta Notificación?

Se le envió esta Notificación porque usted tiene derecho de que se le informe sobre esta propuesta de acuerdo para liquidar la demanda colectiva y sobre todas sus opciones antes de que el Tribunal decida si otorgar su aprobación final al acuerdo. Si el Tribunal aprueba el acuerdo y todas las objeciones y apelaciones se resuelven subsecuentemente, un "Administrador de Reclamos" designado por el Tribunal realizará los pagos descritos en esta Notificación. Esta Notificación explica las demandas, el acuerdo, sus derechos legales, los beneficios que están disponibles, quién puede ser elegible para recibirlos y cómo obtenerlos.

¿DE QUÉ TRATA ESTA ESTE CASO?

Rakly Domínguez y Grace Domínguez fueron cofirmantes en Acuerdos con All-Pro antes del 1 de mayo de 2021 con personas con quienes no estaban casados y realizaron pagos en conexión con los Acuerdos con All-Pro entre el 25 de mayo de 2017 y el 24 de abril de 2023. Ellos son los "Demandantes" en este caso y han interpuesto la demanda en representación de sí mismos y de otros cofirmantes que no son cónyuges, por la presunta falta de entrega de notificaciones requeridas por escrito sobre los riesgos de avalar un contrato de crédito al consumidor por parte de los Demandados.

Los Demandados rechazan todos los alegatos realizados por los Demandantes y niegan haber violado la ley. El Tribunal no se ha pronunciado sobre los méritos de las Demandantes. El Tribunal solo ha aprobado preliminarmente un Acuerdo de Liquidación de la Demanda Colectiva. El Tribunal decidirá si otorgar su aprobación final al Acuerdo en la Audiencia de Justicia y Aprobación Final.

Resumen de los términos del acuerdo

Los Demandantes y los Demandados han acordado llegar a un acuerdo para liquidar este caso en nombre del Grupo de Demandantes por un Monto Bruto de Liquidación de \$2,300,000. El Monto Bruto incluye: (1) Costos Administrativos, cuyo cálculo actualmente es de \$100,000; (2) un Pago de Incremento para los Representantes del Grupo de Demandantes bajo el Acuerdo al Demandante Rakly Domínguez de hasta \$5,000 y a la Demandante Grace Domínguez de hasta \$2,500 (para un total de \$7,500) por su tiempo y esfuerzos para interponer este caso a cambio de un descargo general de reclamaciones que formalizarán como parte de este acuerdo con los Demandados; y (3) honorarios de hasta 33.33% del Monto Bruto de Liquidación y hasta \$20,000 por costos de litigio para los Abogados del Grupo de Demandantes. Tras deducir estos montos, estará disponible un total de aproximadamente \$1,405,910 para distribuirse entre los Miembros del Grupo de Demandantes ("el Monto Neto de Liquidación").

Además del Monto Bruto de Liquidación, el Demandado All-Pro ha aceptado la estipulación de una suspensión definitiva que le prohibirá a All-Pro cobrar a los cofirmantes que no sean cónyuges y hayan firmado un Acuerdo con All-Pro en cualquier momento antes del 1 de mayo de 2021, cualquier pago de primas de cuotas pendiente surgido de dichos Acuerdos con All-Pro. Esta reparación se extiende tanto a Miembros del Grupo de Demandantes como a otros cofirmantes que no sean cónyuges y satisfagan los criterios dispuestos en la suspensión definitiva.

Distribución a los Miembros del Grupo de Demandantes

El Monto Neto de Liquidación (NSA, por sus siglas en inglés) se distribuirá de la siguiente manera: El NSA se asignará a los Miembros del Grupo de Demandantes que no se excluyan del acuerdo ("Miembros del Grupo de

¿Dudas? Comuníquese con el Administrador de Reclamaciones bajo el Acuerdo sin costo al 1-800-269-2959

Demandantes Participantes"). El pago de cada Miembro del Grupo de Demandantes Participante se determinará, primero, al dividir el NSA entre todos los pagos a All-Pro que realizaron los Miembros del Grupo de Demandantes Participantes. Posteriormente, esta cifra se multiplicará por el total de pagos realizados a All-Pro en el Evento específico por el que el Miembro del Grupo de Demandantes Participante haya formalizado un Acuerdo con All-Pro. Y, por último, la cifra resultante se dividirá entre el número total de Miembros del Grupo de Demandantes Participantes que hayan formalizado acuerdos por el Evento específico por el que el Miembro del Grupo formalizó su acuerdo. Los Miembros del Grupo de Demandantes Participantes tendrán 180 días naturales para cobrar el cheque de su Pago bajo el Acuerdo; de no hacerlo, el Administrador de Reclamos cancelará el cheque y el monto total de todos los cheques que no se cobren se distribuirá a la Children's Advocacy Institute ("CAI") – una organización que proporciona abogados y defensores que ayudan a gente que batalla con deudas por fianzas o que le debe dinero a compañías privadas de fianzas.

Su Adjudicación estimada bajo el Acuerdo

Los expedientes del Demandado All-Pro muestran que usted es miembro del Grupo de Demandantes y que se realizaron pagos por un total de <<CM Total>> a All-Pro por los Acuerdos con All-Pro que usted formalizó antes del 1 de mayo de 2021. Su porción del Acuerdo es de <<Est Award>>.

Declaración de impuestos

Por favor consulte a un asesor fiscal para abordar las consecuencias tributarias de su Adjudicación bajo el Acuerdo. Esta Notificación no pretende brindar asesoría legal o tributaria sobre su Participación del Acuerdo.

Reclamaciones a las que renuncia bajo el Acuerdo

Reclamaciones Exoneradas En caso de recibir la aprobación final del Tribunal, cada Miembro del Grupo de Demandantes que no haya solicitado excluirse del Acuerdo quedará obligado por todos los términos del mismo y exonerará a los Demandados de cualquiera de las reclamaciones alegadas, o que pudieran haberse alegado razonablemente con base en los hechos y reclamaciones planteadas en la Causa de Acción Legal en su nombre, que hayan surgido durante el Periodo de la Demanda Colectiva, incluidas las siguientes: Violación del Código Civil § 1799.91; Violación del Código Civil § 1799.95; Violación del Código Comercial y de Profesiones § 17200, *et seq.* (Ley de Competencia Desleal, o UCL) con base en, o en conexión con, la presunta violación del Código Civil § 1799.90, *et seq.*; Reparación Judicial Declaratoria con base en, o en conexión con, la presuntas violaciones del Código Civil § 1799.90, *et seq.*; reclamaciones de medidas cautelares y cualesquiera reclamaciones de daños, sanciones, intereses, honorarios y costos, restitución, reparación equiparable u otros montos o tipos de reparación que puedan recuperarse bajo dichas reclamaciones, causas de acción, exigencias o teorías legales de reparación.

Sus opciones bajo el Acuerdo

Opción 1 – No hacer nada y recibir su pago

Si no se excluye voluntariamente, automáticamente tendrá derecho a su pago puesto que es un Miembro del Grupo de Demandantes. Si no se excluye voluntariamente del Acuerdo, quedará obligado por sus términos y recibirá un pago conforme a él. En otras palabras, si es Miembro del Grupo de Demandantes no es necesario que haga nada para recibir el Pago bajo el Acuerdo que se indicó previamente.

Opción 2 – Excluirse voluntariamente del Acuerdo

Si no desea participar en el Acuerdo, puede excluirse al enviar una solicitud por escrito para que se le excluya del Grupo de Demandantes. Su solicitud por escrito debe indicar de manera expresa y clara que no desea participar en el Acuerdo y que desea que se le excluya de él. La solicitud de exclusión por escrito debe incluir su nombre, dirección, número telefónico y los últimos cuatro dígitos de su Número del Seguro Social. Firme, feche y envíe su solicitud de exclusión por escrito vía correo de primera clase de los Estados Unidos a:

¿Dudas? Comuníquese con el Administrador de Reclamaciones bajo el Acuerdo sin costo al 1-800-269-2959

Dominguez v All-Pro Bail Bonds Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

También puede enviar por correo electrónico su solicitud de exclusión por escrito al Administrador del Reclamo en la dirección BailBondsSettlement@atticusadmin.com.

La solicitud por escrito de excluirse del Acuerdo debe enviarse por correo electrónico o llevar matasellos de a más tardar el 22 de julio de 2023. Si se excluye del Acuerdo, no recibirá un pago y retendrá sus derechos legales de interponer demandas que de lo contrario se exonerarían en virtud de la liquidación de la Demanda.

Opción 3 – Presentar una objeción al Acuerdo

Si desea objetar al Acuerdo, puede presentar una objeción por escrito que indique por qué se opone a él. Su objeción debe incluir su nombre completo, dirección, número telefónico, los últimos cuatro dígitos de su Número de Seguro Social y la razón por la que cree que el Tribunal no debería aprobar el Acuerdo. Debe firmar su objeción y mandarla por correo electrónico o correo postal al Administrador del Reclamo a más tardar el 22 de julio de 2023. También puede presentarse a la Audiencia de Justicia y Aprobación Final para objetar al acuerdo, ya sea en persona o a través de un abogado a su costo propio. Por favor tenga en mente que no puede objetar al Acuerdo y también excluirse. Si el Tribunal deniega su objeción, quedará obligado por el Acuerdo y recibirá su Participación del mismo.

Audiencia Final de Justicia

La Audiencia de Justicia y Aprobación Final sobre la idoneidad, razonabilidad y justicia del Acuerdo se llevará a cabo el 20 de septiembre de 2023 a la 1:30 p.m. en el Departamento 19 del Tribunal Superior de California, condado Santa Clara en 191 N. First Street, San Jose, CA 95113-1090. No está obligado a asistir a la Audiencia, pero con gusto puede hacerlo a su costo propio, ya sea en persona, por teléfono o a través de un abogado.

Los Miembros del Grupo de Demandantes pueden presentarse en la audiencia de aprobación final de manera remota a través del enlace de Microsoft Teams del Departamento 19 (sesión vespertina). Puede encontrar instrucciones para unirse de forma remota en https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml, que deberá consultar con anticipación. Alentamos a los Miembros del Grupo de Demandantes que deseen presentarse de forma remota a comunicarse con los Abogados del Grupo de Demandantes al menos tres días antes de la audiencia de ser posible, con el fin de evitar o minimizar posibles problemas tecnológicos o de audio.

Información adicional

La información previa es un resumen de los términos básicos del Acuerdo. Para una declaración más detallada de los asuntos que involucra este caso y el Acuerdo, puede visitar www.AtticusAdmin.com/class-action-cases/, llamar al Administrador del Reclamo al 1-800-269-2959 o llamar a los Abogados del Grupo de Demandantes a:

HAMMONDLAW, P.C.
Julian Hammond (SBN 268489)
Adrian Barnes (SBN 253131)
Polina Brandler (SBN 269086)
Ari Cherniak (SBN 290071)
1201 Pacific Avenue, Suite 600
Tacoma, WA 98402
Tel: (310) 601-6766

¿Dudas? Comuníquese con el Administrador de Reclamaciones bajo el Acuerdo sin costo al 1-800-269-2959

Los alegatos y otros registros de este litigio, incluido el Acuerdo de Liquidación, pueden consultarse (a) en línea en el sitio web de Servicio y Envío Electrónico del Tribunal Superior de California, condado de Santa Clara, en www.scefilig.org y www.scscourt.org, o (b) en persona en los Registros del Tribunal Superior de California, condado de Santa Clara, 191 N. 1st Street, San Jose, California 95113, entre las 8:30 a.m. y las 4:00 p.m., de lunes a viernes, excepto en días feriados y cierres del Tribunal. Alternativamente, puede comunicarse con los Abogados del Grupo de Demandantes o el Administrador del Acuerdo.

POR FAVOR NO LLAME AL TRIBUNAL NI A LOS ABOGADOS DE LOS DEMANDADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE LA RECLAMACIÓN.

EXHIBIT B

Atticus Administration LLC

www.atticusadmin.com



INVOICE # 1268

DATE 07/17/2023

DUE DATE 07/17/2023

TERMS Due Upon Receipt

INVOICE

BILL TO

All Pro Bail Bonds QSF

1250 Northland Drive Ste 240
Saint Paul Minnesota 55120

Invoice Items

Services	Qty	Price Per Unit	Amount
All Pro Bail Bonds	1.00	\$100,000.00	\$100,000.00

BALANCE DUE \$100,000.00

We appreciate the opportunity to provide these services.