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Attorneys for Plaintiff
MELISSA FURMAN

[Additional counsel on next page]

SUPERIOR COURT OF CALIFORNIA

COUNTY OF TEHAMA

UNLIMITED JURISDICTION

MELISSA FURMAN, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SET AND SERVICE RESOURCES, LLC,

Defendant.

Case No.: 20CI000012

**DECLARATION OF LISA PAVLIK
FOR RUST CONSULTING, INC.**

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Attorneys for Defendant
SET AND SERVICE RESOURCES, LLC

1 I, Lisa Pavlik, declare as follows:

2 1. I am a Senior Project Manager for Rust Consulting, Inc. ("Rust"). My business
3 address is 920 2nd Ave S, Suite 400, Minneapolis, Minnesota 55402. My telephone number is
4 (612) 359-2048. I am over twenty-one years of age and am authorized to make this declaration on
5 behalf of Rust and myself.

6 2. Rust has extensive experience in class action matters, having provided services in
7 class action settlements involving antitrust, securities fraud, property damage, employment
8 discrimination, employment wage and hour, product liability, insurance and consumer issues. We
9 have provided notification and/or claims administration services in more than 7,500 cases. Of
10 these, approximately 3,300 were Labor & Employment cases.

11 3. Rust was engaged by Counsel for the Plaintiff and Counsel for the Defendant
12 (collectively the "Parties") to provide notification services in the *Melissa Furman v. Set and*
13 *Service LLC* Settlement ("Settlement"). Duties included: a) preparing, printing and mailing of the
14 *Notice of Pendency of Class Action and Proposed Settlement* ("Notice"), *Class Member*
15 *Settlement Information Sheet* ("Information Sheet") and *Opt-Out Form* (collectively known as
16 the "Class Notice"); b) receiving and reviewing Information Sheets; c) tracking of exclusions, and
17 objections; d) drafting and mailing checks to Participating Class Members; and e) for such other
18 tasks as the Parties mutually agree or the Court orders Rust to perform.

19 4. Rust obtained a mailing address of Furman v Set and Service Settlement
20 Administrator, c/o Rust Consulting, Inc. 7739 P.O. Box 2396, Faribault, MN 55021-9096 to
21 receive Information Sheets, exclusions, objections, undeliverable Class Notices and other
22 communications regarding the Settlement.

23 5. Rust obtained a toll-free telephone number of (866) 681-4449 for Class Members
24 to call with questions regarding the Settlement. The toll-free telephone number was included in the
25 Class Notice.

1 6. Rust obtained an email address of admin@SetandServiceSettlement.com for
2 receive Information Sheets, exclusions, objections and other communications regarding the
3 Settlement. The email address was included in the Class Notice.

4 7. On or about September 9, 2022, Rust received text for the Notice, Opt-Out Form
5 and Information Sheet from Counsel. A draft of the formatted Class Notice was prepared by Rust
6 and approved by the Parties. Attached as Exhibit A is a copy of the final Class Notice.

7 8. On or about September 13, 2022, Counsel for the Defendants provided Rust with a
8 mailing list containing Class Member's names, last known addresses, phone numbers, Social
9 Security Numbers and applicable employment information ("Class List"). The Class List
10 contained data for 1,909 potential Class Members.

11 9. The mailing addresses contained in the Class List were processed and updated
12 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
13 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In
14 the event that any individual had filed a U.S. Postal Service change of address request, the address
15 listed with the NCOA would be utilized in connection with the mailing of the Class Notice.

16 10. On September 16, 2022 Class Notices with Self Addressed Stamped return
17 envelope ("SASE") were mailed to 1,909 Class Members contained in the Class List via First
18 Class mail. The Class Notice advised Class Members that they could submit an Information
19 Sheet, exclusion, and/or objection postmarked by October 31, 2022.

20 11. Rust performed 297 address traces on Class Notices returned as undeliverable for
21 the first time as of October 31, 2022. The address trace utilizes the Class Member's name,
22 previous address and Social Security Number for locating a current address. Of the 297 traces
23 performed, 274 more current addresses were obtained and Class Notices with SASE were
24 promptly re-mailed to those Class Members via First Class mail. Of the 297 traces performed,
25 Rust did not obtain updated addresses for 23 undeliverable Class Notices. Of the 274 Class
26 Notices mailed to a more current address identified from trace, seven (7) Class Notices were
27
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1 returned to Rust as undeliverable a second time. As of this date, 30 Class Notices remain
2 undeliverable.

3 12. As of this date, seven (7) Class Notices were returned by the Post Office with
4 forwarding addresses attached as of October 31, 2022. Rust promptly re-mailed Class Notices with
5 SASE to those Class Members via First Class mail.

6 13. As of this date, Rust received ten (10) requests to re-mail the Class Notice which
7 were promptly re-mailed via First Class mail.

8 14. As of this date, Rust received 42 Information Sheets. Of the 42 Information Sheets
9 received, 42 were submitted with a postmark on or before October 31, 2022. Of the Information
10 Sheets submitted on or before October 31, 2022 and did not Opt Out, 10 Class Members disputed
11 the employment information provided by the Defendants. As requested, Rust forwarded these
12 disputes to Counsel for review. Of these disputes, eight (8) have been resolved and two (2) are
13 currently under review. The eight (8) resolved disputes resulted in an additional zero (0)
14 workweeks.

15 15. As of this date, Rust received six (6) Opt-Outs. Of the Opt-Outs received, six (6)
16 were submitted with a postmark on or before October 31, 2022. Per the Parties, Rust shall provide
17 a final list of Opt-Outs prior to the December 6, 2022 Final Approval Hearing.

18 16. As of this date, Rust received zero (0) objections.

19 17. The total cost for the administration of this Settlement, including fees incurred and
20 future costs for completion of the administration is estimated to be \$25,000.00.

21 18. I declare under penalty of perjury that the above is true and correct to the best of
22 my knowledge and that this Declaration was executed this 7th day of November 2022, at
23 Minneapolis, MN.

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26 
27 LISA PAVLIK
28

Exhibit A

FURMAN V SET AND SERVICE SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING INC - 7739
PO BOX 2396
FARIBAULT MN 55021-9096

FOR OFFICIAL USE ONLY

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Page 1 of 2

IMPORTANT LEGAL MATERIALS



* B A R C O D E 3 9 * - UAA - <<SequenceNo>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

CLASS MEMBER SETTLEMENT INFORMATION SHEET

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

Case No.: 20CI000012

Melissa Furman v. Set and Service Resources, LLC

TO ENSURE RECEIPT OF YOUR SHARE OF THE SETTLEMENT IN THE CLASS ACTION ENTITLED *MELISSA FURMAN V. SET AND SERVICE RESOURCES, LLC*, PLEASE REVIEW THE INFORMATION BELOW.

IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET.

IF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE THE CORRECT INFORMATION IN THE SPACE BELOW, DATE AND SIGN THIS SHEET AT THE BOTTOM OF THE PAGE, AND MAIL IT, POSTMARKED NOT LATER THAN **OCTOBER 31, 2022**, TO:

Melissa Furman v. Set and Service Resources, LLC
c/o Rust Consulting, Inc. - 7739
PO BOX 2396
Faribault, MN 55021-9096
Phone: (866) 681-4449
Email: admin@SetandServiceSettlement.com

PERSONNEL INFORMATION FOR CLASS MEMBER RECEIVING THIS NOTICE

Name: <<FirstName>> <<LastName>>

Mailing Address: <<Address1>> <<Address2>>, <<City>>, <<State>> <<Zip>>

Total Number of All Class Members' Workweeks: 19,365

Total Number of Workweeks worked for Set and Service Resources, LLC. between January 10, 2016 and June 1, 2021 (excluding leaves of absence and vacation): <<Workweeks>>

Estimated Individual Settlement Share Based on Qualifying Workweeks: \$<<EstimatedAwards>>

IF YOU DISPUTE ANY OF THE INFORMATION SHOWN ABOVE, PLEASE PROVIDE THE CORRECT INFORMATION BELOW. IF YOU DISPUTE THE NUMBER OF WORKWEEKS, STATE WHAT YOU BELIEVE TO BE THE CORRECT NUMBER AND ATTACH ANY SUPPORTING DOCUMENTATION.

Questions? Please call at (866) 681-4449





- <<SequenceNo>>

Correction(s)	
Name:	
Mailing Address:	
Number of Qualifying Workweeks Worked for Set and Service Resources, LLC between January 10, 2016 and June 1, 2021 (excludes leaves of absence and vacation):	

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

Signed on _____, 2022.

Signature: _____

YOU MUST INFORM THE CLAIMS ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS. FAILING TO UPDATE YOUR MAILING ADDRESS MAY PREVENT YOU FROM RECEIVING YOUR INDIVIDUAL SETTLEMENT SHARE.

FURMAN V SET AND SERVICE SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING INC - 7739
PO BOX 2396
FARIBAULT MN 55021-9096

FOR OFFICIAL USE ONLY

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Page 1 of 1

IMPORTANT LEGAL MATERIALS



- <<SequenceNo>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

OPT-OUT FORM

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

Re: *Melissa Furman v. Set and Service Resources, LLC*
Case No.: 20CI000012

I WISH TO BE EXCLUDED FROM THE SETTLEMENT IN THE CASE OF *MELISSA FURMAN, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED, V. SET AND SERVICE RESOURCES, LLC*. I UNDERSTAND THAT BY REQUESTING EXCLUSION FROM THE SETTLEMENT CLASS I WILL NOT RECEIVE ANY SHARE OF THE SETTLEMENT BENEFITS. I confirm that I have received written notice of the proposed settlement in this action. I have decided to exclude myself from the Settlement Class and not participate in any portion of the proposed settlement.

Signature: _____ Date: _____

Printed Name: _____

Street Address: _____

City, State, Zip Code: _____

THIS FORM MUST BE COMPLETED AND SENT VIA U.S. MAIL WITH A POSTMARK DATED NO LATER THAN OCTOBER 31, 2022 TO:

Melissa Furman v. Set and Service Resources, LLC
c/o Rust Consulting, Inc. - 7739
PO BOX 2396
Faribault, MN 55021-9096
Phone: (866) 681-4449
Email: admin@SetandServiceSettlement.com



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

MELISSA FURMAN, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

SET AND SERVICE RESOURCES, LLC

Defendant.

Case No.: 20CI000012

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

I. WHY DID I GET THIS NOTICE?

You are receiving this notice because our records indicate that you are or were a non-exempt employee of SET AND SERVICE RESOURCES, LLC (“Defendant”) between January 1, 2016 and June 1, 2021. This Notice explains that the Superior Court of the State of California, County of Tehama has granted preliminary approval of a class action settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

Plaintiff Melissa Furman (“Plaintiff”) filed a lawsuit against Defendant in this Court, Case No. 20CI000012, (the “Action”), alleging that she and other non-exempt employees were 1) not paid proper wages (including for minimum wages, for overtime, and on termination of employment) and 2) not provided proper meal and rest periods. She also alleged that Defendant did not provide proper wage statements or maintain accurate employee records. By doing so, Plaintiff claimed that Defendant engaged in unfair competition and that Plaintiff and other similarly situated employees were entitled to recover penalties under California’s Private Attorneys General Act of 2004 (“PAGA”). Plaintiff alleged further that she, on behalf of all such employees, was entitled to damages, liquidated damages, penalties, and attorneys’ fees and costs, among other remedies.

Defendant has denied, and continues to deny, all allegations and contends that it has paid its employees fairly and in full compliance with all California labor laws.

The Court has not determined whether allegations against Defendant have merit. However, after good faith negotiations and for the purpose of avoiding the significant time and expense of further litigation, the outcome of which is uncertain, and providing a fair and reasonable resolution of this legal dispute, Plaintiff and Defendant have agreed to settle the lawsuit by paying a Gross Settlement Amount of Six Hundred Fifty Thousand Dollars (\$650,000) to resolve the claims described above.

Nothing in the Settlement is intended or should be construed as an admission by Defendant that the Action has merit or that Defendant has any liability to Plaintiff or other class members. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the class as a whole.

III. WHO IS INCLUDED IN THE CLASS ACTION?

You are included in the Settlement Class if you were employed by SET AND SERVICE RESOURCES, LLC as non-exempt employee in California between January 10, 2016 and June 1, 2021 (the “Class Period”).

IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount of \$650,000 (“Settlement Fund”). A Claims Administrator has been appointed to administer the Settlement and facilitate all payments. The Claims Administrator will pay sums from the Settlement Fund as follows: 1) the Class Representative Payment to Melissa Furman in the amount of up to Ten Thousand Dollars (\$10,000.00); 2) Class Counsel’s attorneys’ fees in the amount up to Two Hundred Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$216,666.66), or one-third (1/3) of the Settlement Fund, incurred or to be incurred in this Action, including any appeals; 3) costs and expenses associated with the lawsuit in an amount of up to Ten Thousand Dollars (\$10,000.00), incurred or to be incurred in this lawsuit, including any appeals; 4) the fees and expenses of the Claims Administrator, estimated at Twenty-Five Thousand Dollars (\$25,000.00) and subject to reduction or increase to correspond with the actual fees and expenses incurred; 5) the employee portion of all applicable tax withholdings including FICA, SDI,

and other employment-related taxes and withholding of federal, state and local income taxes; 6) Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition of the release of claims pursuant to PAGA, of which 75% (\$7,500) is allocated to the California Labor and Workforce Development Agency ("LWDA") and 25% (\$2,500) to Class Members; and 7) the remainder of approximately Three Hundred Eighty-Three Thousand Three Hundred Fifty-Five Dollars (\$378,355.00), which is the estimated Net Settlement Amount to be distributed to all Class Members. Any unclaimed settlement payments will be paid as a donation to Public Justice, a national nonprofit legal advocacy organization.

1. **Settlement Payments:** Your Individual Settlement Share will be based on the number of weeks you worked for Defendant during the Class Period ("Qualifying Workweeks") relative to the total number of weeks worked by Class Members. However, if Defendant previously paid you an individual settlement amount in exchange for signing a settlement or release agreement that has release claims for wages for all or part of the class, your individual share of the settlement will be reduced by the amount you already received or potentially eliminated.
2. **Release of Claims:** If you do not exclude yourself from the Settlement (according to the procedures explained below), you will fully and finally release Defendant and its respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Set and Services Resources, LLC Or SASR Workforce Solutions, LLC; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing, past and present parents, subsidiaries and affiliates, and their respective present and former officers, directors, stockholders, agents, employees, insurers, co-insurers, reinsurers, attorneys, accountants, auditors, advisors, Representative, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, partners, predecessors, successors and assigns ("Released Parties"), from any and all claims, demands, rights, liabilities, and causes of action of any kind, whether known or unknown, that have been, or could have been, asserted against the Releasees arising out of or relating to the claims, causes of action, facts, or allegations set forth in the Action during the Class Period (the "Released Claims"). The Released Claims are all claims, demands, rights, liabilities, and/or causes of action of any nature and description, known or unknown, in law or in equity, that were asserted or could have been asserted at any time in the Action based on the facts, theories, and/or claims alleged therein, including and covering claims for violations of any state or federal statutes, rules or regulations including, but not limited to, California Labor Code sections 200,201,202,203,218.6, 226,226.7, 500,510, 512,558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, *et seq.*, California Industrial Welfare Commission Wage Orders, and Business and Professions Code sections 17200, *et seq.*, claims that were asserted or could have been asserted at any time in the Action based on the facts alleged therein by any Class Member and/or Aggrieved Employee that Defendant, at any time during the Class Period and/or PAGA Period regarding the following causes of action alleged in the Complaint: 1) failed to pay all wages, including minimum wages; 2) failed to pay overtime wages; 3) failed to provide timely, full, and uninterrupted rest periods or a penalty payment in lieu thereof; 4) failed to provide timely, full, and uninterrupted meal periods or a penalty payment in lieu thereof; 5) failed to provide accurate itemized wage statements; 6) failed timely to pay all wages earned and owed during employment or on termination of employment; 7) failed to provide restitution for unpaid sums; 8) failed to maintain accurate records; 9) violated the Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200, *et seq.*; and 10) owed penalties pursuant to PAGA, including Labor Code section 558.

Accordingly, if you participate in this Settlement, you cannot bring any claims against Defendant for wages or other payments described above for any work you performed during the Class Period. This release does not bar you from bringing a tort claim or claim relating to wrongful termination and/or employment discrimination.

V. WHAT ARE MY OPTIONS?

A. You May Accept Your Share of the Settlement

You will receive an Individual Settlement Share, be bound by the terms of the Settlement and any final Judgment that may be entered by the Court and be considered to have released the claims against Defendant and the other released parties described in the Settlement **unless you submit a timely request to be excluded as described below.**

If you wish to accept your Individual Settlement Share but do not agree with the number of Qualifying Workweeks stated on the attached Information Sheet, or if you wish to dispute any other information provided by the Claims Administrator, you should provide the corrected information by completing and returning the Information Sheet. If you dispute the number of Qualifying Workweeks, write down the beginning and ending dates you worked for Defendant during the Class Period

and return by mail to the Claims Administrator together with any documents to support your position, **Melissa Furman v. Set and Service Resources, LLC, c/o Rust Consulting, Inc. - 7739, PO BOX 2396, Faribault, MN 55021-9096**. The Claims Administrator will review the documents provided by both you and Defendant and make a final determination of the amount of your Individual Settlement Share.

Please note that you are responsible for advising the Claims Administrator of any changes in your mailing address until your Individual Settlement Share is received, should final approval of the Settlement be granted. Changing your mailing address and failing to inform the Claims Administrator of the change may prevent you from receiving your Individual Settlement Share.

B. You May Exclude Yourself from the Settlement

If you do not wish to participate in the Settlement and wish instead to be excluded from the Settlement, including any final judgment that may be entered by the Court, **you must mail a letter to the Claims Administrator postmarked on or before OCTOBER 31, 2022 to the following address:**

Melissa Furman v. Set and Service Resources, LLC
c/o Rust Consulting, Inc. - 7739
PO BOX 2396
Faribault, MN 55021-9096
Phone: (866) 681-4449

Your letter must state that you request to exclude yourself from the Settlement and include your name, address, telephone number, and signature. Any Class Member who properly submits a valid and timely request to be excluded from the Settlement will 1) not receive any payment of any kind in connection with this Settlement, 2) not be bound by, or receive any benefit of this Settlement, 3) have no right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement, and 4) may at his or her own expense pursue individually any claims he or she may have against Defendant.

C. You May Object to the Settlement

If you do not request to be excluded from the Settlement but believe that the Settlement is not fair, reasonable, and adequate, you may object to the terms of the Settlement before final approval by the Court by submitting a written objection to the Claims Administrator. If the Court rejects your objection, however, you will remain bound by the Settlement terms.

To object, you must mail a written objection to the Claims Administrator and all counsel at the address listed below:

To Claims Administrator: Melissa Furman v. Set and Service Resources, LLC
c/o Rust Consulting, Inc. - 7739
PO BOX 2396
Faribault, MN 55021-9096

Any written objection must state 1) the name and case number of this matter; 2) the Objecting Class Member's name, address, and telephone number; 3) whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; 4) the specific grounds for the objection, including all arguments, citations, and evidence in support; 5) whether the objector intends to appear at the Final Fairness and Approval Hearing, with or without counsel; 6) the name and case number of any other proposed class action settlement to which the objecting Class Member submitted an objection; and 7) whether such objection was submitted on the Class Member's behalf or on behalf of a represented third party. To be valid and effective, the objection must be postmarked by no later than **OCTOBER 31, 2022**. All Class Members may appear and speak at the Final Fairness and Approval Hearing, regardless of whether they submit a Notice of Objection. If the Court denies your objection, you will be bound by any Judgment with respect to the Settlement, and you will release the Defendant from the legal claims described above and in the Stipulated Class Action Settlement on file with the Court.

D. You Can Do Nothing

If you do nothing in response to this Class Notice, you will receive your Individual Settlement Share and be bound by any Judgment entered with respect to the Settlement, including by releasing Defendant from the legal claims described above and in the Stipulation for Class Action Settlement on file with the Court.

VI. FINAL SETTLEMENT APPROVAL HEARING

To determine whether the Settlement should be finally approved as fair, reasonable, and adequate, the Court will hold a Final Approval Hearing on **December 6, 2022**, at **8:30 a.m.** in Department 5 of the Superior Court of the State of California, County of Tehama, 1740 Walnut St., Red Bluff CA 96080. The Court will also be asked to approve the requests for payment of the following: all Class Members' Individual Settlement Shares; the PAGA allocation to the LWDA; the Class Representative's service award; Class Counsel's Attorneys' Fees and Costs; and administrative costs to the Claims Administrator.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing, but you may appear and be heard, with or without counsel, at your option.**

VII. ADDITIONAL INFORMATION

This Notice contains a summary of the basic Settlement terms. For the precise Settlement terms and conditions, please read the Stipulated Class Action Settlement on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Stipulation, may be examined during regular business hours at the Office of the Clerk of the Superior Court of the State of California, County of Tehama, 1740 Walnut St., Red Bluff CA 96080.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE CLAIMS ADMINISTRATOR LISTED ABOVE.

APPROVED BY ORDER OF THE COURT