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Attorneys for Plaintiffs VIVIAN LY, WENDY
MACIEL, and RENE PALACIOS, on behalf of
themselves and others similarly Aggrieved Employees

Plaintiffs' Counsel continued on next page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

VIVIAN LY, on behalf of herself and others
similarly situated,

Plaintiff,
v.

PRIME COMMS RETAIL, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2020-00281668

**DECLARATION OF ANDREW
MEYER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA
SETTLEMENT**

Date: November 16, 2021
Time: 9:00 a.m.
Place: Dept. 54

Reservation No. 2591498

DECLARATION OF ANDREW MEYER

I, Andrew Meyer, declare as follows:

1. I am a Business Development Consultant for Rust Consulting, Inc. (“Rust”). My business address is 625 Marquette Ave, Suite 900, Minneapolis, MN 55402. My telephone number is (612) 359-2029. I am over twenty-one years of age and am authorized to make this declaration on behalf of Rust and myself.

2. Rust has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance, and consumer issues. We have provided notification and/or claims administration services in more than 6,000 projects. Of these, approximately 3,000 were Labor & Employment cases.

3. Rust is being engaged by Counsel to provide notification services in the settlement in Vivian Ly, Rene Palacios, and Wendy Maciel v. Prime Comms Retail, LLC (the “PAGA Settlement”). Duties will include: a) preparing, printing and mailing of the explanation letter and checks to Aggrieved Employees; b) drafting, mailing and tax reporting for Settlement Award checks to Aggrieved Employees; and for such other tasks as the Parties mutually agree or the Court orders Rust to perform. A true and correct copy of the assumptions relative to the volumes and costs associated with each service involved with the administration (the “Estimate”) is attached hereto as Exhibit 1.

4. Rust will obtain a mailing and email address to receive requests for undeliverable explanation letters and other communications from Aggrieved Employees.

5. Rust will obtain a phone number and will staff with live Customer Services Representatives (“CSR”) to be available for Aggrieved Employees to call with questions regarding the Settlement and to provide address updates.

6. Rust expects to receive the text for the explanation letter from Counsel shortly after the Court grants approval of the PAGA Settlement.

7. Rust expects that Counsel for Defense will provide Rust with a spreadsheet (the “Aggrieved Employee Info Sheet”) containing the Aggrieved Employees names, last known

1 addresses, last known telephone numbers, Social Security Numbers, dates of employment,
2 number of pay periods each Aggrieved Employee worked from March 12, 2018, through April 9,
3 2021, and any other pertinent information necessary to carry out Rust's duties. Rust expects the
4 Aggrieved Employee Info Sheet to contain data for approximately 2,281 Aggrieved Employees.

5 8. The mailing addresses contained in the Aggrieved Employee Info Sheet will be
6 processed and updated utilizing the National Change of Address Database ("NCOA") maintained
7 by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S.
8 Postal Service. In the event any individual has filed a U.S. Postal Service change of address
9 request, the address listed with the NCOA will be utilized in connection with the mailing of the
10 Class Notice.

11 9. For any letter and check packages that are returned to Rust as undeliverable, Rust
12 will perform address traces to try to find an updated address. The address trace will utilize the
13 Aggrieved Employee's name, previous address, and Social Security Number. In the event an
14 updated address is obtained, the explanation letter and check will be promptly re-mailed to those
15 Aggrieved Employees via First Class mail. Documents returned by the Post Office with
16 forwarding addresses attached will be promptly re-mailed to those Aggrieved Employees at the
17 forwarding address via First Class mail.

18 10. Rust will be responsible for calculating Aggrieved Employee payment amounts
19 and tax withholdings, printing and mailing payments including tax documents, establishing a
20 Qualified Settlement Fund ("QSF"), setting up a bank account and preparing annual tax filings
21 on behalf of the QSF. Rust will establish and set up a QSF based upon all applicable laws and
22 requirements.

23 11. Rust will be the fiduciary of the QSF and responsible for all payments and tax
24 reporting from the QSF. The QSF will obtain its own tax ID and report all taxes under that tax
25 ID.

26 14. Rust will provide Project Management and Technical Consulting staff to manage
27 all aspects of the administration and be available to Counsel.

28 15. The total cost for the administration of this Settlement is estimated to be \$28,190

1 unless the class size provided by counsel if not accurate as that is the basis on which the estimate
2 is provided. The costs are comprised of the combination of the transactional costs for print,
3 postage, banking activities, etc., as well as the hourly fees to carry out the administrative duties.
4 The Estimate is attached as Exhibit 1.

5 I declare under penalty of perjury under the laws of the State of California and the United
6 States that the above is true and correct to the best of my knowledge and that this Declaration
7 was executed this 21st day of October 2021, at Minneapolis, MN.

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ANDREW MEYER

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EXHIBIT 1



Settlement Administration Estimate
PRIME PAGA Settlement
October 20, 2021

Prepared by:
Andrew Meyer
Business Development Consultant
612-987-8835
ameyer@rustconsulting.com

EXPERIENCE

With experience on approximately 3,000 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Our internal data security practices meet or exceed today's exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size 2,281

Project Cost

Mailed Notice & Fund Distribution	\$ 13,876
Telephone Support	\$ 3,074
Processing and Administration	\$ 110
Project Management	\$ 10,530
Other Out-of-pocket Expenses	\$ 600
Total Project Cost	<u>\$ 28,190</u>

Key Assumptions

Notice & Checks Sent Together
1 Page Notice, 1 Page Check
Email inbox set-up
Live Telephone Support Included
Payments Not Reportable
Two installments (second payment to LWDA one year after)

Thank you for considering Rust Consulting, Inc. as your administrator -- we appreciate the opportunity to submit this estimate.



**Settlement Administration Estimate
PRIME PAGA Settlement
October 20, 2021**

**Prepared by:
Andrew Meyer
Business Development Consultant
612-987-8835
ameyer@rustconsulting.com**

Key Assumptions Used to Prepare this Estimate

Class Size	2,281	
Initial Mailed Notice:		
Mailed Notice	2,281	100.0%
Forwarded Notices	57	2.5%
Undeliverable Notices	228	10.0%
Re-Mailed Notices after Trace	182	80.0%
Telephone Support:		
Number of Telephone Contacts	456	20.0%
Connect Minutes per Call - CSRs	5.0	
Claimant Communications:		
Correspondence Received	11	0.5%
Payments	2,281	100.0%

Standard Hourly Rates*

SVP	\$175-\$275
Program Manager	\$160-\$180
Project Manager	\$100-\$140
Technical Consultant	\$110-\$180
Call Center Manager	\$125
CSR	\$ 43-\$ 50
Processor	\$ 43-\$ 50
Other	\$ 43-\$125

**Subject to change*

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is tab delimited text file with field headers, but without text qualifiers. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing.

Telephone Support included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1-page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.



Settlement Administration Estimate
PRIME PAGA Settlement
October 20, 2021

Prepared by:
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 612-987-8835
 ameyer@rustconsulting.com

Administrative Task	Estimated Quantity		Per Unit	Task Amount	Total
Database Development					
Receive and Process Database	3	Hours @	\$ 175	\$ 525	\$ 525
Additional Efforts to Finalize Settlement Data				As Incurred	
Initial Mailed Notice					
CASS / NCOA / LACS Processing				\$ 500	
Email set-up/hosting				\$ 1,000	
Print and Mail Notice & Check Package	2,281	Packages @	\$ 1.50	\$ 3,422	
Postage - 1 Ounce First Class	2,281	Packages @	\$ 0.58	\$ 1,323	
Check Processing	2,281	Payments @	\$ 0.22	\$ 502	
FDIC Fees				\$ 500	
Monthly Bank Account Fee	6	Months @	\$ 225	\$ 1,350	\$ 8,596
Follow-up to Initial Notice					
Receive Undeliverable Notices and Update Database				\$ 500	
Address Trace	228	Traces @	\$ 1.75	\$ 399	
Remail Notice & Check Package	239	Notices @	\$ 3.00	\$ 717	
Remail Postage - 1 Ounce First Class	239	Notices @	\$ 0.58	\$ 139	\$ 1,755
Telephone Support					
Telephone Support	7	Months @	\$ 400	\$ 2,800	
800# Charges	2,281	Minutes @	\$ 0.12	\$ 274	\$ 3,074
Processing and Administration					
Receipt, Process, and Validate Correspondence	2	Hours @	\$ 55	\$ 110	
Setup and Monitor Email Account				NA	\$ 110
Additional Administrative Services Requested by Client				As Incurred	
Post Docs on Rust Website					
Post Final Approval Docs				Waived	\$ -
Tax Reporting					
Annual Fee -Qualified Settlement Fund	2	Year @	\$ 1,500	\$ 3,000	\$ 3,000
Project Management					
Senior Vice President	1	Hours @	\$ 200	Waived	
Project Management	40	Hours @	\$ 180	\$ 7,200	
Technical Consulting	18	Hours @	\$ 185	\$ 3,330	\$ 10,530
Other Charges and Out-of-pocket Costs					\$ 600
Total Settlement Administration Estimate					\$ 28,190



Settlement Administration Estimate
PRIME PAGA Settlement
October 20, 2021

Prepared by:
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Business Development Consultant
612-987-8835
ameyer@rustconsulting.com

Terms and Conditions

All claims administration services to be provided by Rust Consulting to Customer shall be subject to the following terms and conditions:

1. **Services.** Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. **Term.** The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. **Charges for Services.** Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Charges.** Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. Claims Services are not provided on a contingency fee basis.
5. **Confidentiality.** Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. **Standard Banking Procedures.** In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. When directed to invest funds in an interest bearing or investment accounts, Rust Consulting intends to invest all funds in U.S. government backed securities, unless directed by the parties in writing or the settlement agreement or distribution plan to invest in other types of securities; however, even in cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. **Rights in Data.** Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. **Document Retention.** Unless directed otherwise in writing by Customer, Rust Consulting will destroy undeliverable notice mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. **Limitation of Liability; Disclaimer of Warranty.** Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent matter. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. **Termination.** The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. **Force Majeure.** To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality); Section 9 (Limitation of Liability; Disclaimer of Warranty); and Section 14 (Jurisdiction).
16. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.