

1 **LAW OFFICES OF NATALIE MIRZAYAN**

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5 Attorneys for Plaintiff
6 KALVYN ESCOBAR

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE, CIVIL COMPLEX CENTER**

10
11 KALVYN ESCOBAR, individually and on
12 behalf of all current and former similarly situated
employees in the State of California,

13 Plaintiff,

14 v.

15 PRIME FINANCE CONSULTING, INC., a
16 California Corporation; HANIEH JODAT, an
17 individual; SHAHIN JOUDAT, an individual,
and DOES 1 to 50, inclusive,

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19 Defendants.
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) CASE NO.: 30-2020-001134584-CU-OE-
) CXC

) **DECLARATION OF TAYLOR**
) **MITZNER REGARDING NOTICE AND**
) **SETTLEMENT ADMINISTRATION**

) ASSIGNED FOR ALL PURPOSES TO:
) JUDGE RANDALL J. SHERMAN

1 I, Taylor Mitzner, declare as follows:

2 1. I am the Case Manager at Phoenix Settlement Administrators (PSA), the Court-
3 appointed Class Action Settlement Administrator for *Kalvyn Escobar v. Prime Finance Consulting,*
4 *Inc., et al.* I have personal knowledge of the facts stated herein and, if called upon to testify, I could
5 and would testify competently to such facts.

6 2. PSA was selected by the Parties to provide notice of the Settlement and class
7 administration duties in this action. Pursuant to the Settlement Agreement for this matter, PSA was
8 responsible for (i) preparing, printing, and mailing the *Notice of Class Action Settlement* and
9 *Request for Exclusion Form* (herein referred to collectively as the “Notice Packet”); (ii) responding
10 to inquiries from Class Members; (iii) determining the validity of opt-outs; (iv) calculating the Net
11 Settlement Amount and the Individual Settlement payments; (v) issuing the Individual Settlement
12 Payment checks and distributing them to Participating Class Members; (vi) issuing the payment to
13 Class Counsel for attorneys’ fees and costs, the Enhancement check to Named Plaintiff, and the
14 employer/employee payroll taxes to the appropriate taxing authorities; and (vii) such other tasks as
15 set forth in the Agreement or as the Parties mutually agree or as the Court orders.

16 3. On April 22, 2021, PSA received a data file from Defense Counsel containing the
17 first and last names, last known mailing addresses, Social Security numbers, telephone numbers,
18 employment dates, and number of weeks worked for each Class Member.

19 4. The class list contained thirty-two (32) Class Members. The final class size did not
20 trigger the escalator clause.

21 5. On May 6, 2021, PSA conducted a National Change of Address (NCOA) search in
22 an attempt to update the class list of addresses as accurately as possible. A search of this database
23 provides updated addresses for any individual who has moved in the previous four (4) years and
24 notified the U.S. Postal Service of their change of address.

25 6. On May 6, 2021, PSA mailed the Notice Packet via U.S. first class mail to all thirty-
26 two (32) Class Members on the Class List. A true and correct copy of the mailed Notice Packet is
27 attached hereto as **Exhibit A**.

28 \\\

1 7. As of the date of this declaration, one (1) Notice Packet was returned to PSA. The
2 returned Notice Packet was returned without a forwarding address. PSA attempted to locate a
3 current mailing address using TransUnion TLOxp, one of the most comprehensive address
4 databases available for skip tracing. One (1) updated address was obtained and the Notice Packet
5 was promptly re-mailed to those Class Members via first class mail.

6 8. As of the date of this declaration, no Notice Packets are considered undeliverable.

7 9. PSA has received a total of **zero (0) Requests for Exclusion** (i.e., “Opt-Outs”).
8 The deadline for Class Members to submit an “Opt-Out” was June 21, 2021.

9 10. PSA has received **zero (0) Objections** to the Settlement and no Class Member stated
10 his or her intent to appear at the Final Approval Hearing. The deadline for Class Members to submit
11 an “Objection” to the Settlement was June 21, 2021.

12 11. PSA received zero (0) disputes from Class Members.

13 12. As of this date, there are Thirty-Two (32) Participating Class Members who will be
14 paid their portion of the Net Settlement Amount.

15 13. The estimated Net Settlement Amount of \$84,996.86 was determined by subtracting
16 the amounts to be requested by Plaintiff for Class Counsel attorneys' fees (\$76,000.00), Class
17 Counsel costs payment (\$4,753.14), Class Representative Incentive Award (\$10,000.00), payment
18 to the LWDA (\$11,250.00) and the Claims Administrator costs (\$3,000.00) from the Gross
19 Settlement Amount (\$190,000.00). The estimated amount attributed to employer’s share of taxes
20 is \$5,652.30, which is included in the Gross Settlement Amount. The estimated total amount to be
21 distributed to Class Members is \$79,344.56. Plaintiff’s share as a class member is \$2,169.16.

22 14. Based upon the calculations stipulated in the Settlement, the highest individual
23 settlement payment to be paid will be approximately \$8,208.79, and the lowest individual
24 settlement payment to be paid will be approximately \$42.53, with the average individual settlement
25 payment to be paid being approximately \$2,479.52, without applicable taxes, withholdings, and
26 employee garnishments.

27 15. Any Class Member who contacts Class Counsel and/or PSA will also be given
28 notice of the settlement. The toll-free telephone number included in the Class Notice will remain

1 in operation throughout the settlement process and for 180 days from the date the Court approves
2 the settlement to provide notice of the final judgment to any Class Member inquiring about the
3 action.

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

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

9 Executed this 20th of July 2021, at Orange, California.

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TAYLOR MITZNER
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Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

«PSA_ID»

Kalvyn Escobar v. Prime Finance Consulting, Inc., et al.,
Case No. 30-2020-01134584-CU-OE-CXC

NOTICE OF CLASS ACTION SETTLEMENT

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

YOU HAVE BEEN IDENTIFIED AS A CURRENT OR FORMER EMPLOYEE WHO WAS EMPLOYED BY PRIME FINANCE CONSULTING, INC IN CALIFORNIA DURING THE PERIOD FROM FEBRUARY 26, 2016 THROUGH APRIL 9, 2021

Notice is hereby given that a proposed settlement (the "Settlement") of the class action lawsuit filed in Orange County Superior Court, entitled *Kalvyn Escobar v. Prime Finance Consulting, Inc., et al.*, Case No. 30-2020-01134584-CU-OE-CXC (the "Action"), has been reached by Kalvyn Escobar ("Plaintiff") on behalf of himself and other similarly situated current and former employees and Prime Finance Consulting, Inc. ("PFC"), Hanieh Jodat ("Jodat"), and Shahin Joudat ("Joudat") (collectively "Defendants"), and has been granted preliminary approval by the Orange County Superior Court. You may be entitled to recover money as a result.

A hearing to address the fairness, adequacy and reasonableness of the Settlement will be held on August 6, 2021 to determine whether the Settlement should receive the Court's final approval. Because your rights may be affected, it is important that you read this Notice carefully.

You have been identified as a current or former employee who performed work in California for Defendants at any time during the period of February 26, 2016 through the date of Preliminary Approval, which is April 9, 2021. **You do not need to do anything further to participate in this settlement and receive a settlement payment upon the Court granting final approval of this settlement.**

If you do nothing, you will continue your participation in this lawsuit, and you will be impacted by the outcome of this case. This means you will **receive** a settlement payment in exchange for giving up any rights you may have to sue Defendants in your own lawsuit for the same legal claims made in this lawsuit.

However, if you would like to be excluded from the settlement and **not** receive your share of the settlement amount, you must submit a written Request for Exclusion by June 21, 2021 as described further below.

1. PURPOSE OF THIS NOTICE

The Orange County Superior Court has ordered that this Notice be sent to you because you have been identified as a potential member of the settlement class. The settlement class ("Settlement Class" or "Class Members") is defined as follows:

All current and former employees, who were employed by Defendants in the State of California during the Class Period, which is February 26, 2016 through April 9, 2021, in the position of Student Loan Advisors, Student Loan Processors, or similar positions.

Receipt of this Notice means that you may be entitled to share in the proceeds from the proposed Settlement. The purpose of this Notice is to: (a) provide a brief description of the Action; (b) inform you of the proposed Settlement; and (c) discuss your rights and options with respect to the Action and the Settlement.

2. DESCRIPTION OF THE ACTION

On February 26, 2020 Plaintiff filed a Class Action Complaint against Defendants alleging failure to pay overtime wages and minimum wage, including as a result of misclassifying employees as independent contractors; failure to provide rest breaks and meal breaks or payment of compensation in lieu thereof; waiting time penalties for failure to timely pay wages of terminated or resigned employees; failure to furnish and maintain accurate payroll records; and unfair business practices in violation of Business & Professions Code § 17200, *et seq.* On June 18, 2020, Plaintiff filed a First Amended Class Action Complaint, ("FAC") alleging the same claims and adding a claim for violation of the California Private Attorneys General Act ("PAGA"), Labor Code § 2699, *et seq.* The initial Class Action Complaint and the FAC will be collectively referred to as the "Action" or "Litigation."

Defendants denied and continue to deny each of the claims and contentions alleged by Plaintiff in the Litigation, including but not limited to the allegations that: Defendants misclassified employees as independent contractors; failed to pay overtime and minimum wages; failed to provide rest breaks and meal breaks; failed to provide accurate wage statements; failed to timely pay all wages earned at termination or resignation; engaged in any unlawful, unfair or fraudulent business practices or wrongful conduct; or engaged in any conduct that would subject Defendants to any penalties under PAGA as alleged in the Litigation.

The Orange County Superior Court has made no ruling on the merits of Plaintiff's claims alleged in the Litigation or the defenses asserted by Defendants in the Litigation and there has been no trial on the merits relating to these claims. Defendants deny the allegations and assert that they have no liability to Plaintiff or the Settlement Class. Plaintiff believes that the claims have merit. Both Plaintiff and Defendants have agreed to settle, resolve and compromise the claims in order to avoid the costs and risks of litigation, and Class Counsel believes that the Settlement is in the best interests of the Class Members. The Court has preliminarily approved the proposed Settlement. The Court will decide whether to give final approval to the Settlement at a hearing scheduled for August 6, 2021.

3. WHO ARE THE ATTORNEYS REPRESENTING THE CLASS MEMBERS?

Attorneys for Plaintiff and the Settlement Class ("Class Counsel") in the Action are:

LAW OFFICES OF NATALIE MIRZAYAN

NATALIE MIRZAYAN, ESQ.

26632 Towne Centre Drive, Suite 300

Foothill Ranch, California 92610

Telephone: (949) 285-3550

Email: mirzayanlaw@outlook.com

4. WHAT DOES THIS PROPOSED SETTLEMENT PROVIDE FOR?

Defendants have agreed to pay a maximum sum of One Hundred and Ninety Thousand Dollars \$190,000.00 under the Settlement. This amount shall be referred to herein as the Gross Settlement Amount. The Gross Settlement Amount will be used to cover all payments to the Settlement Class, settlement administration costs, attorneys' fees and costs, enhancement award, the employer portion of payroll taxes and unemployment insurance, and payment to the California Labor and Workforce Development Agency ("LWDA") as PAGA penalties. All settlement administration costs, employer portion of payroll taxes and unemployment insurance, attorneys' fees and costs, payments to LWDA, and enhancement award shall be deducted from the Gross Settlement Amount. The remaining amount shall constitute the Net Settlement Amount.

The following is a summary of the Settlement provisions. The specific and complete terms of the proposed Settlement are stated in the Stipulation for Class Action Settlement between Plaintiff and Defendants ("Settlement Agreement"), a copy of which is filed with the Clerk of the Court. You can also obtain a copy of the Settlement Agreement from Class Counsel.

Payment to Settlement Class Members: Each individual who was employed by Defendants in California as at any time during the period of February 26, 2016 through April 9, 2021 (the "Settlement Period") shall receive a pro-rata share of the Net Settlement Amount based on his or her total number of workweeks he/she worked for Defendants during the Settlement Period ("Compensable Workweeks"). However, Compensable Workweeks exclude any full week during which you were on an unpaid leave of absence during the Settlement Period. Specifically, the value of each Participating Class Member's claim shall be based on his or her total number of Compensable Workweeks.

The Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members. The Settlement Administrator will divide the Net Settlement Amount by the total number of Compensable Workweeks for all Class Members ("Work Week Rate Amount") and then multiply this amount by each Class Member's total number of Compensable Workweeks to yield each Class Member's estimated Individual Settlement Payment. After final approval of the Settlement, the Individual Settlement Payments will be adjusted (i.e., increased) on a pro-rata basis to account for those Class Members who opted-out of the Settlement.

Defendants have agreed to pay a non-revisionary Gross Settlement Amount. Accordingly, opting out will not directly result in Defendants paying a smaller settlement amount, but instead it will result in the Participating Class Members each receiving a larger portion of the Settlement. **Both Defendants and Plaintiff's Counsel encourage you to participate in the Settlement. Under no circumstances will any Class Member be subjected to any retaliation of any kind for deciding to participate in the Settlement or not.**

Payment to Settlement Class Members will be characterized for tax purposes as follows: one-third (1/3) wages; two-thirds (2/3) penalties and interest. The portion of the settlement payment to Class Members representing wages will be reduced by payroll tax withholdings or deductions. The Settlement Administrator will issue an IRS Form W-2 on the wage portion and an IRS Form 1099 on the non-wage portion of the Individual Settlement Payments. Each Settlement Class Member will be responsible for paying proper federal, state and local taxes on the settlement amounts received by the Class Member.

5. AMOUNTS TO BE DEDUCTED FROM THE GROSS SETTLEMENT AMOUNT.

(a) Attorneys' Fees and Costs: Defendants have agreed that if the Settlement is granted final approval by the Court, Defendants will pay Class Counsel's reasonable attorneys' fees and costs from the Gross Settlement Amount, upon application to be filed by Class Counsel, up to a maximum amount of (40%) of the Settlement Amount or Seventy-Six Thousand Dollars (\$76,000.00), as determined by the Court. Class Counsel may further seek to recover costs up to the amount of \$8,000, as approved by the Court. The attorneys' fees and costs approved by the Court will be deducted from the Gross Settlement Amount.

(b) Enhancement Award: Plaintiff, Kalvyn Escobar, will be seeking an enhancement award of up to \$10,000.00, to be determined by the Court. The enhancement award is to compensate Plaintiff for undergoing the burden and expense of the Litigation. The enhancement award will be deducted from the Gross Settlement Amount.

(c) Settlement Administration Costs: The Parties have estimated that the settlement administration costs will be approximately \$3,000.00. The settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Labor and Workforce Development Agency: As part of the Settlement, Defendants have agreed that \$15,000.00 will be allocated to PAGA penalties as settlement of the PAGA claims, of which 75% or \$11,250.00 will be paid to the Labor and Workforce Development Agency. This amount will be deducted from the Gross Settlement Amount, and the remaining 25% or \$3,750.00 will become part of the Net Settlement Amount.

(e) Employer Payroll Taxes: The employer portion of payroll taxes and unemployment insurance with respect to the wage portion of the Individual Settlement Payments made to the Class Members is estimated to be approximately \$5,436.38, this amount will be deducted from the Gross Settlement Amount.

6. RELEASE OF CLAIMS

Upon the date that the Court grants final approval of the Settlement, Plaintiff and the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class, hereby do and will be deemed to have fully, finally and forever waived, released, settled, compromised, relinquished and discharged Defendants, their respective parents, subsidiaries, affiliates, related entities, predecessors or successors in interest, and each of their respective owners, officers, directors, shareholders, partners, members, managing agents, employees, consultants, attorneys, joint venturers, agents, successors, assigns, insurers, or reinsurers of any of them, and other related persons and entities ("Released Parties"), from any and all claims, charges, complaints, controversies, suits, causes of action, rights, debts, liabilities, costs, losses, demands, damages, judgments, obligations, equitable relief, or expenses of any kind, whether known or unknown, suspected or unsuspected, including any claims for statutory or other attorneys' fees and costs, interest, penalties, or liquidated damages (collectively "Claims"), arising out of or derived from state or local law or federal law (including the FLSA), which were or could have been asserted based upon the facts alleged in the Litigation by Plaintiff and the Settlement Class based upon alleged violations of California Labor Code sections 201, 202, 203, 226, 226.7, 221, 224, 225, 226.8, 245.5-249, 450, 510, 512, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, *et seq.*, 2750.3, and 2802, and any applicable Wage Orders applying those Labor Code sections, and Business and Professions Code section 17200, *et seq.*, and from any and all Claims arising out of or derived from state or local law or federal law (including the FLSA), which were alleged or could have been alleged based on the factual allegations pled in the Litigation relating to the Covered Claims, for the period from February 26, 2016 through the Preliminary Approval Date April 9, 2021 (the "Release"). The Release shall be fully binding on each and every Class Member, other than any Excluded Class Member, regardless of whether the Class Member receives an Individual Settlement Payment, provided, however, that the Release shall not include the release of claims under the FLSA unless the Class Member actually cashes his or her Individual Settlement Payment. In addition, on the date the Court grants final approval of the Settlement, all Class Members, except for Excluded Class Members, will be barred as a matter of law from prosecuting any and all Covered Claims against the Released Parties.

7. YOUR OPTIONS

As a member of Settlement Class, you have several options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you agree with the number of Compensable Workweeks provided in this Notice, then you do not need to do anything further to participate in the Settlement. If you do nothing, you will continue your participation in this lawsuit, and you will be impacted by the outcome of this case. By doing nothing, **you will receive a settlement payment upon final approval of the Settlement** by the Court and you will be bound to the judgment, including the Release described in the Notice.

(b) You Can Dispute The Number of Workweeks but Still Participate in the Settlement.

As a Class Member you have been provided with this Notice which reflects a calculation of your estimated share of the Net Settlement Amount based on your Compensable Workweeks during the Settlement Period as determined by Defendants.

If you want to participate in the Settlement but you disagree with the number of Compensable Workweeks attributed to you during the Settlement Period, or if any information in this Notice is incorrect, then please state what you believe is the correct information, and sign and return your statement of dispute with any supporting documents to the Settlement Administrator on or prior to the Response Deadline, which is June 21, 2021.

(c) You Can Opt-Out or Exclude Yourself from the Settlement Class (You Will Not Receive Any Money under the Settlement).

If you do **not** want to remain a member of the Settlement Class, you can request exclusion from the Settlement Class (i.e., opt out) by sending the Settlement Administrator a timely and properly completed written Request for Exclusion on or prior to the Response Deadline, which is June 21, 2021. The written Request for Exclusion must include your name, former names (if any), current address, telephone number, the last four digits of your Social Security number, and you must expressly state that you wish to be excluded from the Settlement Class in *Kalvyn Escobar v. Prime Finance Consulting, Inc., et al.*, Case No. 30-2020-01134584-CU-OE-CXC. The Request for Exclusion must be signed by you and it must be postmarked to the Settlement Administrator by the Response Deadline. Requests for Exclusion that do not include all required information, or that are not postmarked on or before the deadline, or are not signed, will be deemed null, void, and ineffective. **If you opt out or exclude yourself from the Settlement Class, you will no longer be a member of the Settlement Class, you will not receive any benefits under the Settlement, and you will be barred from objecting to this Settlement.** By opting out of the class, you will retain whatever rights or claims you may have, if any, against Defendants, which you may bring personally solely bearing the risk and expense of litigation. Unless you timely request to be excluded from the Settlement, you will be bound to the judgment upon final approval of the Settlement, including the Release described in the Notice.

The proposed settlement includes the settlement claims for civil penalties under PAGA. Class Members may not request exclusion from the Settlement of PAGA claims. Thus, if the Court approves this Settlement, then even if you request exclusion from the Settlement, you still will receive an Individual Settlement Share for the PAGA claims and will be deemed to have released the PAGA claims. A Request for Exclusion will preserve your right to individually pursue only the remaining class claims.

(d) You Can Object To The Settlement.

If you are a member of the Settlement Class who does not opt out of the class, you may object to the Settlement, either in writing or by appearing at the Final Approval hearing. To object in writing, you or your attorney must submit your written objection to the Settlement Administrator by mail postmarked on or before June 21, 2021, in which you state the basis of your objection, and provide any papers or briefs in support of your position. All written objections must be signed by you or your attorney and should contain your or your attorney's address, telephone number, and the name of the case (*Kalvyn Escobar v. Prime Finance Consulting, Inc., et al.*, Case No. 30-2020-01134584-CU-OE-CXC), and verify your membership in the Settlement Class. You are not required to appear at the Final Approval Hearing in order for the Court to consider your objection if you submitted written objections to the Settlement Administrator. However, whether or not you submit any written objections to the Settlement Administrator, if you wish to be heard at the Final Approval Hearing to object, you may appear, personally or through an attorney (retained at your own expense), at the Final Approval Hearing to present your objection directly to the Court. Your objection at the Final Approval Hearing should clearly explain why you object to the Settlement. If you object to the Settlement, either in writing or at the Final Approval Hearing, and if the Court approves the Settlement, you will be bound by the terms of the Settlement Agreement in the same way as a Settlement Class member who does not object. If you do not object to the Settlement, either in writing or at the Final Approval Hearing, you will have waived your right to object at any time after the Final Approval Hearing.

8. HOW DO I RECEIVE A PAYMENT?

If you wish to be considered for any payment under this Settlement, you must **not** submit a Request for Exclusion. If you do **not** submit a Request for Exclusion, you will receive a share of your Individual Settlement Payment.

Your Individual Settlement Payment is based on the number of Compensable Workweeks you worked during the period covered by the Settlement. Defendants' records show that you have «Total_Weeks». If you dispute the number of Compensable Workweeks worked in this Notice, you may produce, by no later than forty-five (45) days from the date the Notice is postmarked, evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement Administrator and the parties will attempt to resolve any disputes within seven (7) business days from the date the dispute is received by the Settlement Administrator. Any unresolved disputes will be ultimately decided by the Court.

9. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

You are not required to attend the Final Approval Hearing or file an objection, although you may do both, provided that you have not opted-out. The Final Approval Hearing on the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, the enhancement award, and Class Counsel's request for attorneys' fees and costs, will be held on August 6, 2021, at 10:00 a.m. before Hon. Judge Randall J. Sherman, Department CX-105, at the Orange County Superior Court, Civil Complex Center, 751 W. Santa Ana Blvd, Santa Ana, California 92701. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, you may contact the Settlement Administrator to confirm the date and time.

10. ADDITIONAL INFORMATION

This Notice only summarizes the lawsuit, the Settlement Agreement and related matters. For more information, you may inspect the Court file at the Orange County Superior Court, Civil Complex Center, 751 W. Santa Ana Blvd, Santa Ana, California 92701, from 9:00 a.m. to 4:30 p.m., Monday through Friday. Any questions regarding this Notice, the Action, or the Litigation may be sent to the Settlement Administrator at the above address and telephone number. Alternatively, you may contact your own attorney (retained at your own expense), to advise you, or you may contact Class Counsel at the address and telephone number set forth above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE OR FOR INFORMATION REGARDING THIS SETTLEMENT

**REQUEST FOR EXCLUSION FROM SETTLEMENT
AND EXCLUSION FROM INDIVIDUAL SETTLEMENT PAYMENT**

Kalvyn Escobar v. Prime Finance Consulting, Inc., et al.

Orange County Superior Court

Case No. 30-2020-01134584-CU-OE-CXC

YOU MAY TIMELY SUBMIT THIS REQUEST FOR EXCLUSION ONLY IF YOU DO NOT WISH TO BE INCLUDED IN THE SETTLEMENT AND IF YOU DO NOT WISH TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT.

INSTRUCTIONS:

You must timely complete, sign, and mail this Request for Exclusion if you want to “opt-out” of the Settlement and do not want to receive an Individual Settlement Payment.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

NAME AND FORMER NAMES (IF ANY):

ADDRESS LINE 1

ADDRESS LINE 2

LAST FOUR DIGITS OF

SOCIAL SECURITY NUMBER

TELEPHONE NUMBER

If you want to be excluded from the Settlement and not receive an Individual Settlement Payment, you must timely mail this Request for Exclusion with Phoenix Settlement Administrators no later than June 21, 2021 at P.O. Box 7208, Orange, CA 92863.

If you fail to timely complete and return this Request for Exclusion, you will be bound by the Settlement if the Settlement is approved by the Court.

I declare the foregoing to be true and correct under penalty of perjury under the laws of the United States and the State of California.

Date: _____, 2021

Signed: _____

«First_Name» «Last_Name»

Exhibit B



CASE ASSUMPTIONS

Class Members	32
Opt Out Rate	4%
Opt Outs Received	1
Total Class Claimants	31
Subtotal Admin Only	\$4,338.22

Not-to-Exceed Total \$3,000.00

For 32 Class Members

Pricing Good for Scope of Estimate Only

January 7, 2021

Case: Escobar v. Prime Finance Consulting, Opt-Out Administration

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

Requesting Attorney: Natalie Mirzayan
Firm: Law Offices of Natalie Mirzayan
Contact Number: (949)-285-3550
Email: mirzayanlaw@outlook.com

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 32 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	1		\$100.00
Programming Database & Setup	\$100.00	1		\$100.00
Toll Free Setup*	\$150.00	1		\$150.00
Call Center & Long Distance	\$2.00	8		\$16.00
NCOA (USPS)	\$50.00	1		\$50.00
Total				\$416.00

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Data Merge & Duplication Scrub	\$0.10	32		\$3.20
Notice Packet & Opt-Out Form	\$1.00	32		\$32.00
Estimated Postage (up to 2 oz.)*	\$0.50	32		\$16.00
Static Website	\$100.00	1		Included
Check Cashing Reminder Postcard	\$0.60	7		TBD
Postage Included				
Total				\$251.20

* 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	2		\$110.00
Skip Tracing Undeliverables	\$0.85	8		\$6.80
Remail Notice Packets	\$0.75	5		\$3.75
Estimated Postage	\$0.50	5		\$2.50
Programming Undeliverables	\$50.00	1		\$50.00
		Total		\$173.05

Database Programming / Processing Opt-Outs, Deficiencies or Disputes				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$150.00	1		\$150.00
Non Opt-Out Processing	\$50.00	1		\$50.00
Case Associate	\$55.00	2		\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	7		\$70.00
Case Manager	\$85.00	1		\$85.00
		Total		\$465.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	1		\$135.00
Mail Class Checks *	\$1.10	31		\$34.10
Estimated Postage	\$0.50	31		\$15.50
		Total		\$684.60

* 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	2		\$230.00
Remail Undeliverable Checks (Postage Included)	\$1.35	6		\$8.37
Case Associate	\$55.00	2		\$110.00
Reconcile Uncashed Checks	\$85.00	3		\$255.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	2		\$170.00
Final Reporting & Declarations	\$115.00	3		\$345.00
IRS & QSF Annual Tax Reporting * (1 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				\$2,348.37

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

Estimate Total: \$4,338.22



PHOENIX

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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.