

1 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
NORMAN B. BLUMENTHAL (SB# 068687)
2 Norm@bamlawca.com
KYLE R. NORDREHAUG (SB# 205975)
3 kyle@bamlawca.com
APARAJIT BHOWMIK (SB# 248066)
4 AJ@bamlawca.com
2255 Calle Clara
5 La Jolla, CA 92037
Telephone: 1(858) 551-1223
6 Facsimile: 1(858) 551-1232

7 Attorneys for Plaintiffs

8
9
10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SACRAMENTO**

13 ERYN WHITE, on behalf himself and on behalf
14 of all persons similarly situated,

15 Plaintiff,

16 vs.

17 ADVANCED HOME HEALTH, INC.,
California Corporation; ADVANCED HOMES
18 HEALTH HOSPICE, INC., a California
Corporation; ADVANCED HOME HEALTH
19 NORTHBAY, INC., a California Corporation;
ADVANCED HOME HEALTH SAN DIEGO,
20 INC., a California Corporation; and DOES 1
through 50, inclusive,

21 Defendants.

CASE NO.: **34-2021-00295374**

DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO SETTLEMENT
NOTICE ADMINISTRATION

Date: June 28, 2022
Time: 9:00 a.m.

Judge: Hon. Jill H. Talley
Dept.: 25

Action Filed: February 26, 2021
Trial Date: None Set

1
2 I, Taylor Mitzner, declare as follows:

3 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-
4 appointed Class Action Settlement Administrator for *Eryn White v. Advanced Home Health, Inc.* I
5 have personal knowledge of the facts stated herein and, if called upon to testify, I could and would
6 testify competently to such facts.

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

18 3. On March 11, 2022, Phoenix received a data file from Defense Counsel that
19 contained names, last known mailing addresses, Social Security numbers, and number of Work
20 Weeks worked by each Class Member (“Class Data”) during the period from February 26, 2017 to
21 August 18, 2021 (“Class Period”). The final mailing list contained six hundred forty-three (643)
22 Class Members who worked 43,943 Work Weeks during the Class Period.

23 4. On March 16, 2022, Phoenix conducted a National Change of Address (“NCOA”)
24 search in an attempt to update the class list of addresses as accurately as possible. A search of this
25 database provides updated addresses for any individual who has moved in the previous four (4)
26 years and notified the U.S. Postal Service of their change of address.

1 5. On March 24, 2022, Phoenix mailed the Notice Packet via U.S. first class mail to
2 all six hundred forty-three (643) Class Members on the Class List. A true and correct copy of the
3 mailed Notice Packet is attached hereto as **Exhibit A**.

4 6. As of the date of this declaration, thirty-one (31) Notice Packets have been returned
5 to Phoenix. None were returned with a forwarding address. Phoenix attempted to locate a current
6 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
7 available for skip tracing. Of the thirty-one (31) Notice Packets that were skip traced, twenty-four
8 (24) updated addresses were obtained and the Notice Packet was promptly re-mailed to those
9 Class Members via first class mail.

10 7. As of the date of this declaration, twelve (12) Notice Packets are considered
11 undeliverable. Specifically, seven (7) are undeliverable since an updated address could not be
12 obtained via skip trace, and five (5) were returned to Phoenix a second time after being re-mailed.

13 8. Phoenix has received one (1) Request for Exclusion from Sandra Kim Laurich.
14 The deadline to request exclusion was May 9, 2022.

15 9. Phoenix has received zero (0) Objections to the Settlement. The deadline for the
16 submission written objections to Phoenix was May 9, 2022.

17 10. No Work Weeks disputes were received throughout the response period.

18 11. There are six hundred forty-two (642) Class Members, representing approximately
19 99.84% of the Class, who, having not requested exclusion, are deemed Participating Class
20 Members and have worked a collective total of 43,817 Work Weeks during the Class Period.

21 12. The Net Settlement Amount of \$1,972,383.33 available to pay Participating Class
22 Members was determined by subtracting the requested Class Counsel attorneys' fees
23 (\$1,046,666.67), requested Class Counsel costs (\$25,000.00), requested Class Representative
24 Enhancement Payments to Named Plaintiff (\$10,000.00), total amount allocated to PAGA
25 Penalties (\$75,000.00), and the requested Settlement Administrator costs (\$10,950.00) from the
26 Maximum Settlement Amount (\$3,140,000.00).

27 13. Based upon the calculations stipulated in the Settlement and taking into account the
28 one (1) Request for Exclusion received, the highest Individual Settlement Payment to be paid is

1 approximately \$20,076.29, the lowest Individual Settlement Payment to be paid is approximately
2 \$45.01 for a single Work Week, while the average Individual Settlement Payment to be paid is
3 approximately \$3,072.25. All Individual Settlement Payments are subject to any and all legally
4 mandated reductions and deductions on the one-third (33.33%) portion thereof considered wages.

5 14. Additionally, \$75,000.00 of the Maximum Settlement Amount has been designated
6 as the Private Attorneys General Act Allocation ("PAGA Amount"), of which 75%, or
7 \$56,250.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and
8 25%, or \$18,750.00, of which shall be paid to the Settlement Class members who worked during
9 the time period of February 26, 2020 to August 18, 2021 ("PAGA Period"). There are three
10 hundred thirty-six (336) Class Members who worked 14,726 Work Weeks during the PAGA
11 Period. The average payment to these individuals is \$55.80 ("PAGA Payment").

12 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
13 due separately and apart from the Maximum Settlement Amount. As of this date, and utilizing the
14 maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$94,993.63.

15 16. Phoenix's costs associated with the administration of this matter are \$10,950.00.
16 This includes all costs incurred to date, as well as estimated costs involved in completing the
17 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as

18 **Exhibit B.**

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

21 Executed this 17th day of May 2022, at Anaheim, California.

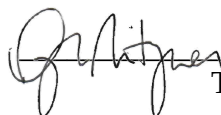
22
23  _____
24 TAYLOR MITZNER
25
26
27
28

Exhibit A

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

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

**(White v. Advanced Home Health, Inc., Superior Court of the State of California,
County of Sacramento, Case No. 34-2021-00295374)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT
OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: «Est_Set_Amt». See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will be considered a Participating Class Member and will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to do so, you must notify the Settlement Administrator as explained in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendants will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Sacramento (the "Court") has been reached between Plaintiff Eryn White ("Plaintiff") and Defendants Advanced Home Health, Inc., Advanced Home Health and Hospice, Inc., Advanced Home Health Northbay, Inc., Advanced Home Health San Diego, Inc. (collectively "Defendants") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendants in California and who were classified as non-exempt employees at any time during the Class Period.

The Class Period is February 26, 2017 to August 18, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On February 26, 2021, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Sacramento (the “Action”). The Action alleges that the Defendants: engaged in unfair competition, failed to pay overtime and minimum wages, failed to provide required meal periods, failed to provide required rest periods, failed to provide expense reimbursement, failed to provide accurate itemized wage statements, failed to timely pay wages at termination, and violated the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”) based upon the above alleged violations. On April 22, 2021, Plaintiff filed a First Amended Complaint to revise the definition of the alleged class.

Defendants deny and dispute all such claims. Specifically, Defendants contend that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants did not fail to provide required reimbursement, that Defendants complied with California wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on February 24, 2022. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Three Million One Hundred Forty Thousand Dollars (\$3,140,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendants.

Within fifteen (15) days of the Judgment becoming Final (the “Effective Date”), Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$12,000.00, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$1,046,667 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Payment. A payment of \$75,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), \$56,250 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$18,750 will be distributed to the Aggrieved Employees based on their respective weeks worked during the PAGA Period (February 26, 2020 to August 18, 2021). “Aggrieved Employees” are all individuals who are or previously were employed by Defendants in California and who were classified as non-exempt employees at any time during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$1,971,333.33, based upon the above proposed deductions. Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member, which shall be calculated as follows: (a) the Settlement Administrator divide the Net Settlement Amount by the total number of weeks worked included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-Third (1/3) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Two-Third (2/3) of each Participating Class Member’s Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date, Defendants shall receive a release from the Participating Class Members of any and all causes of action alleged in the operative complaint, or that could have been alleged based upon the facts alleged in the operative complaint, which arose during the Class Period, and expressly excluding all other claims, including claims for wrongful termination, unemployment insurance, disability, social security, and workers’ compensation, and claims outside of the Class Period (“Released Class Claims”).

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date, Defendants shall receive a release from the State of California of all PAGA claims pled in the operative complaint, or could have been pled based on the factual allegations contained in the operative complaint and the PAGA letters sent by Plaintiff to the LWDA that occurred during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims may be released against all Released Parties. The Released PAGA Claims exclude any PAGA claims outside the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

5. How much will my payment be?

The Weekly Rate is estimated to be \$44.86. Defendants' records reflect that you have worked «Total_Weeks» weeks for Defendants during the Class Period (February 26, 2017 to August 18, 2021).

Based on this information, your estimated Settlement Share from the Net Settlement Amount is «Est_Set_Amt».

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than **May 9, 2022**.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: (800) 523-5773.

The Court will hold a Final Approval Hearing on June 28, 2022 at 9:00 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service awards to the Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than **May 9, 2022**. The request to opt-out must be received by the Settlement Administrator by the deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *White v. Advanced Home Health* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (3) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member. Please include the name and number of the case, which is *White v. Advanced Home Health*, Case No. 34-2021-00295374. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Written requests for exclusion that are postmarked after **May 9, 2022**, or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the PAGA Released Claims regardless of their request for exclusion.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *White v. Advanced Home Health*, in the Superior Court of the State of California, County of Sacramento, Case No. 34-2021-00295374.

All written objections must be mailed to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, no later than **May 9, 2022**.

Alternatively, Class Members may appear remotely at the Final Approval Hearing on June 28, 2022 at 9:00 a.m. to make an oral objection without submitting a written objection. Currently, only remote appearances at the hearing are allowed. To appear at the hearing, you must make an appearance through Zoom. Check the Court's tentative ruling website for the most current information on how to appear.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Natalie B. Fujikawa
Gordon Rees Scully Mansukhani, LLP
3 Park Center Drive, Suite 200
Sacramento, CA 95825

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on June 28, 2022 at 9:00 a.m., at the Sacramento County Superior Court, located at 813 6th Street, Sacramento, CA 95814, Sacramento, CA 95814, in Department 54 before Judge Hon. Christopher E. Krueger. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court's Zoom procedure. Hearing dates and documents are posted on the Case Access page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and entering the Case No. 34-2021-00295374.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (800) 523-5773 or write to *White v. Advanced Home Health* Settlement Administrator, c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863; or contact Class Counsel as noted above.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *White v. Advanced Home Health*. You may also get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and entering the Case No. 34-2021-00295374. If you wish to view the Court files in person, documents may be reviewed during regular office hours, 9:00 a.m. to 4:00 p.m., Monday through Friday, at the Office of the Clerk, Room 102, located at 720 9th Street, Sacramento, CA 95814.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds can be claimed.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Exhibit B



CASE ASSUMPTIONS

Class Members	700
Opt Out Rate	1%
Opt Outs Received	7
Total Class Claimants	693
Subtotal Admin Only	\$10,950.00

WILL NOT EXCEED \$10,950.00

For 700 Class Members

Price good for scope of quote

November 19, 2021

Case: White v. Advanced Home Health Opt-Out Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Natalie B. Fujikawa

Firm: Gordon Rees

Contact Number: (916) 200-9726

Email: nfujikawa@grsm.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 700 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)/Translation / Website			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$137.24	1	\$137.24
Call Center & Long Distance	\$2.00	70	\$140.00
NCOA (USPS)	\$125.00	1	\$125.00
Static Website	\$200.00	1	\$200.00
Total			\$1,352.24

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.15	700	\$105.00
Notice Packet & Opt-Out Form	\$1.75	700	\$1,225.00
Estimated Postage (up to 2 oz.)*	\$0.56	700	\$392.00
Total			\$2,097.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.50	140	\$210.00
Remail Notice Packets	\$2.00	140	\$280.00
Estimated Postage	\$0.70	140	\$98.00
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$853.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$100.00	2	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	18	\$87.50
Case Manager	\$85.00	2	\$170.00
Total			\$867.50

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$125.00	2	\$250.00
QSF Fees, Bank Account & EIN	\$50.00	2	\$100.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks, W2 and 1099 *	\$1.25	693	\$866.25
Estimated Postage Checks, W2 and 1099	\$0.56	693	\$388.08
Total			\$2,729.33

* 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	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	69	\$103.95
Case Associate	\$55.00	4	\$220.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$125.00	2	\$250.00
Uncashed Check Notice Postcard (Postage Included)	\$1.00	52	\$51.98
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,650.00	1	\$1,650.00
Total			\$3,050.93

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

Estimate Total: \$10,950.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.