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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

11 LAIJAYNA CASEY, individually, and on
behalf of other members of the general public
12 similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

13 Plaintiff,
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15 v.

16 CAINE & WEINER COMPANY, INC., a
California corporation; and DOES 1 through
17 100, inclusive,

18 Defendants.
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Case No.: 20STCV36086

Honorable Carolyn B. Kuhl
Department SSC-12

CLASS ACTION

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

Complaint Filed:	September 22, 2020
FAC Filed:	April 27, 2022
Trial Date:	None Set

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Laijayna Casey v. Weiner Company, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On September 20, 2022, Phoenix received a data file from Defense Counsel that contained full names, last known mailing addresses, Social Security Numbers, and start and end dates worked for Defendant in the office as an hourly-paid or non-exempt employee for each Class Member (“Class Data and List”) during the Class Period. The final mailing list contained five

1 hundred six (506) individuals identified as Class Members and one hundred ninety-one (191)
2 individuals identified as PAGA Members.

3 4. On September 22, 2022, Phoenix conducted a National Change of Address
4 (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A
5 search of this database provides updated addresses for any individual who has moved in the previous
6 four (4) years and notified the U.S. Postal Service of their change of address.

7 5. On October 4, 2022, Phoenix mailed the Notice via U.S. first class mail to all five
8 hundred six (506) Class Members and one hundred ninety-one (191) PAGA Members on the Class
9 List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

10 6. As of the date of this declaration, sixty-two (62) Notices have been returned to
11 Phoenix as undeliverable. None were returned with a forwarding address. For the sixty-two (62)
12 Notices returned as undeliverable from the Post Office without a forwarding address, Phoenix
13 attempted to locate a current mailing address using TransUnion TLOxp, one of the most
14 comprehensive address databases available for skip tracing. Of the sixty-two (62) Notices that were
15 skip traced, fifty-two (52) updated addresses were obtained and the Notice was promptly re-mailed
16 to those Class Members via first class mail.

17 7. As of the date of this declaration, thirteen (13) Notices remain undeliverable,
18 specifically, ten (10) are undeliverable since an updated address could not be obtained via skip trace,
19 while three (3) are undeliverable since they were returned by the Post Office after a second mailing.

20 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
21 from a Class Member. The deadline to request exclusion from the Class Settlement was December
22 5, 2022.

23 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
24 from Class Members. The deadline for objecting to the Class Settlement was December 5, 2022.

25 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
26 from Class Members. The deadline for submitting a dispute was December 5, 2022.

27 11. There are five hundred five (505) Class Members who did not submit timely and
28 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing

1 99.80% of the Class. Settlement Class Members have worked a collective total of twenty-six
2 thousand three hundred seventy-two (26,372) Workweeks during the Class Period. Each Workweek
3 is valued at approximately \$14.02.

4 12. The Escalator Clause of the Settlement Agreement indicates if the actual number of
5 Workweeks for the time period of September 22, 2016 to October 27, 2021 exceeds twenty-three
6 thousand three hundred fifty-four (23,354) by more than 10%, the Total Settlement Amount will be
7 increased proportionally. The total number of Workweeks during this period was twenty-five
8 thousand nine hundred sixty-four (25,964), which exceeds the Escalator Clause by eleven percent
9 (11.07%). The additional amount due for the Escalator is \$9,630.12.

10 13. The Net Settlement Amount of \$369,759.58 available to pay Settlement Class
11 Members was determined by subtracting the requested Class Counsel Attorneys' Fees (\$315,000.00
12 plus an additional \$3,370.54 from the Escalator increase), Class Counsel Costs (\$26,000.00),
13 requested Enhancement Payment to Plaintiff Laijayna Casey (\$7,500.00), the PAGA Amount
14 (\$180,000.00), and the requested Settlement Administration Costs (\$8,000.00) from the Total
15 Settlement Amount (\$909,630.12).

16 14. Based upon the calculations stipulated in the Settlement, the highest Individual
17 Settlement Share to be paid is approximately \$3,859.65, the lowest Individual Settlement Share to
18 be paid is approximately \$1.96, while the average Individual Settlement Share to be paid is
19 approximately \$732.20. Settlement Class Members will be issued payment of their Individual
20 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
21 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
22 Settlement Payment").

23 15. Additionally, \$180,000.00 of the Total Settlement Amount has been allocated
24 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
25 \$135,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
26 or \$45,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
27 are or were employed by Defendant during the PAGA Period. There are one hundred ninety-one
28 (191) PAGA Members who worked a total of six thousand seven hundred eighty-seven (6,787)

1 workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is
2 approximately \$791.83, and the average Individual PAGA Payment to be paid is approximately
3 \$235.60.

4 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
5 due separately and apart from the Total Settlement Amount.

6 17. Phoenix's costs associated with the administration of this matter are \$8,000.00. This
7 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
8 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

9
10 I declare under penalty of perjury of the laws of the State of California that the foregoing is
11 true and correct.

12 Executed this 1st day of February 2023, at Orange, California.

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14  _____
15 TAYLOR MITZNER
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Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Laijayna Casey v. Caine & Weiner Company, Inc.,
Superior Court of California for the County of Los Angeles,
Case No. 20STCV36086

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Laijayna Casey ("Plaintiff") and Defendant Caine & Weiner Company, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Laijayna Casey v. Caine & Weiner Company, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 20STCV36086 ("Lawsuit"). The settlement may affect your legal rights. On September 12, 2022, the Court granted preliminary approval of the settlement and scheduled a hearing on March 7, 2023, at 10:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees employed by Defendant and who worked in the office in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from September 22, 2016, through January 1, 2022.

"PAGA Member" means all current and former hourly-paid or non-exempt employees employed by Defendant and who worked in the office in California at any time during the PAGA Period.

"PAGA Period" means the time period from September 18, 2019, through January 1, 2022.

II. BACKGROUND OF THE LAWSUIT

On September 22, 2020, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendant Caine & Weiner Company, Inc. in the Los Angeles County Superior Court, Case No. 20STCV36086 ("Casey Class Action") alleging ten (10) causes of action for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay timely wages during employment, failure to timely pay final wages, failure to keep compliant payroll records, failure to keep compliant wage statements, failure to reimburse business expenses, and violations of California Business and Professions Code §§ 17200, *et seq.*, on behalf of herself and putative class members. On September 18, 2022, Plaintiff provided written notice by certified mail ("PAGA Notice") to the California Labor Workforce Development Agency ("LWDA") of her intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and on the basis for those claims. On November 23, 2020, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* against Defendant Caine & Weiner Company, Inc. in the Los Angeles County Superior Court, Case No. 20VECV01380 ("Casey PAGA Action"), alleging a single cause of action for civil penalties pursuant to PAGA, on behalf of the State of California in connection with herself and aggrieved employees. On April 27, 2022, Plaintiff filed a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the Action ("Operative Complaint"), adding her PAGA cause of action to the Action and on June 24, 2022, the Casey PAGA Action was dismissed without prejudice.

Plaintiff alleges that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* and conduct that gives rise to civil penalties under California Labor Code section 2698, *et seq.* Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Lawsuit or that it violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On September 12, 2022, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Laijayna Casey as the representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Lawsuits have merit or that Defendants have any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Nine Hundred Thousand Dollars (\$909,630) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$318,370.54) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for her services in the Lawsuit; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000) for its 75% portion of the PAGA Allocation ("LWDA Payment"); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000) to the Settlement Administrator. Note: a total of One Hundred Eighty Thousand Dollars (\$180,000) from the Total Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Payment"), of which the LWDA will be paid 75% and the remaining 25% (i.e., Forty-Five Thousand Dollars (\$45,000)) will be distributed to PAGA Members on a pro rata basis, based on PAGA Workweeks during the PAGA Period (i.e., Individual PAGA Payment).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement

Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was credited to have worked for Defendant in the office as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”), which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment as an hourly-paid or non-exempt employee in the office in California during the Class Period, divided by seven (7). Any weeks worked outside of the office will not be counted as Workweeks.

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Payment attributed to PAGA Members, i.e., \$45,000, (“Individual PAGA Payment”) based on the number of weeks that each PAGA Member was credited to have worked for Defendant in the office as an hourly-paid or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”), which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment as an hourly-paid or non-exempt employee in the office in California during the PAGA Period, divided by seven (7). Any weeks worked outside of the office will not be counted as PAGA Workweeks.

The Settlement Administrator has divided the 25% portion of the PAGA Payment attributed to PAGA Members, i.e., \$45,000, by the PAGA Workweeks of all PAGA Members during the PAGA Period (“Total PAGA Workweeks”) to yield the “PAGA Workweek Value,” and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary.

If the Court grants final approval of the Settlement, Individual Settlement Payments and/or Individual PAGA Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks/PAGA Workweeks Based on Defendant’s Records

According to Defendant’s records, you have been credited with «Total_Weeks» Workweeks during the Class Period, i.e. from September 22, 2016 through January 1, 2022.

According to Defendant’s records, you have been credited with «PAGA_Work_Weeks» PAGA Workweeks during the PAGA Period, i.e., from September 18, 2019, through January 1, 2022.

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must (a) state the case name and number of the Lawsuit (*Laijayna Casey v. Caine & Weiner Company, Inc.*, Case No. 20STCV36086), (b) be signed by you, (c) state your full name, address, telephone number, and the last four digits of your Social Security Number, (d) state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number that should be credited to you, (e) include information and/or attach documentation demonstrating that the number of Workweeks and/or PAGA Workweeks that you contend should be credited to you is correct, and (f) be returned by mail to the Settlement Administrator at the specified address listed below (Section IV.B), postmarked **on or before December 5, 2022.**

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be «ESA_Before_Paga». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual PAGA Payment is estimated to be «PAGA_Amount» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, all PAGA Members, and the State of California (with respect to employment of PAGA Members by Defendant during the PAGA Period) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims he, she, or it may have or had.

“Released Class Claims” means any and all claims made or which could have been made based on the factual allegations in the Operative Complaint, arising during the Class Period, including Defendant’s alleged violation of California Labor Code and California Business and Professions Code section 17200, et seq. for failure to pay minimum and overtime wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses.

“Released PAGA Claims” means claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. arising during the PAGA Period for violations of the California Labor Code and Industrial Welfare Commission Wage Orders that were asserted or that could have been asserted based on the facts alleged in the Operative Complaint and notice to the LWDA

“Released Parties” means Defendant and all of their present and former parent companies, partners, subsidiaries, divisions, shareholders, officers, directors, employees, agents, attorneys, insurers, affiliated companies, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$318,370.54) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Lawsuit on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) (“Enhancement Payment”), in recognition of her services in connection with the Lawsuit. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks and PAGA Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member or PAGA Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) state the case name and number of the Lawsuit (*Laijayna Casey v. Caine & Weiner Company, Inc.*, Case No. 20STCV36086), (b) be signed by you, (c) state your full name, address, telephone number, signature, and the last four digits of your Social Security Number, (d) state that you do not wish to be included in the Class Settlement, and (e) be returned by mail to the Settlement Administrator, postmarked **on or before the December 5, 2022**, at the following mailing address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court (as it pertains to the PAGA Settlement), if the Court grants final approval of the Settlement. However, consistent with applicable law, PAGA Members may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement), if it grants final approval of the Settlement.

C. Object to the Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) state the case name and number of the Lawsuit (*Laijayna Casey v. Caine & Weiner Company, Inc.*, Case No. 20STCV36086), (b) state your name, contain your signature, address, telephone number, and the last four digits of your Social Security number, (c) state all grounds for the objection accompanied by any legal or factual support for such objection, (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **on or before the December 5, 2022**.

The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection, regardless of whether they first submitted a written objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012, on March 7, 2023, at 10:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find information regarding the Court's most current COVID-19 guidelines online at: <https://www.lacourt.org/>. You can find information regarding appearing remotely through LA CourtConnect online at: <http://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>. Please note that there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Lawsuit for a fee by visiting the civil clerk's office, located at Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, California during business hours, or online by visiting the following website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

Please note, due to the COVID-19 pandemic, there may be restrictions on access to the court facilities. You can find the Court's most current COVID-19 guidelines online at: <https://www.lacourt.org/>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	506
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	505
Subtotal Admin Only	\$10,402.47

INVOICE

\$8,000.00

January 31, 2023

Case: Casey v. Caine & Weiner, Opt-Out Administration

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$150.00	1		\$150.00
Call Center & Long Distance	\$2.00	86		\$172.00
NCOA (USPS)	\$25.00	1		\$25.00
Total				\$747.00

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Data Merge & Duplication Scrub	\$0.10	506		\$50.60
Notice Packet & Opt-Out Form	\$1.30	506		\$657.80
Estimated Postage (up to 2 oz.)*	\$0.53	506		\$268.18
Static Website	\$100.00	1		Included
Check Cashing Reminder Postcard	\$0.60	106		\$63.63
Postage Included				
Total				\$1,240.21

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	4		\$220.00
Skip Tracing Undeliverables	\$0.85	127		\$107.53
Remail Notice Packets	\$0.75	124		\$92.63
Estimated Postage	\$0.53	124		\$65.46
Programming Undeliverables	\$50.00	1		\$50.00
Total				\$535.61

Database Programming / Processing Opt-Outs, Deficiencies or Disputes				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$150.00	2		\$300.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	5		\$275.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	7		\$70.00
Case Manager	\$85.00	5		\$425.00
		Total		\$1,270.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	2		\$270.00
Disbursement Review	\$135.00	2		\$270.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	2		\$270.00
Check Run Setup & Printing	\$135.00	6		\$810.00
Mail Class Checks *	\$1.10	505		\$555.50
Estimated Postage	\$0.53	505		\$267.65
		Total		\$2,538.15

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	4		\$460.00
Remail Undeliverable Checks (Postage Included)	\$1.50	101		\$151.50
Case Associate	\$55.00	4		\$220.00
Reconcile Uncashed Checks	\$85.00	8		\$680.00
Conclusion Reports	\$115.00	4		\$460.00
Case Manager Conclusion	\$85.00	4		\$340.00
Final Reporting & Declarations	\$115.00	4		\$460.00
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 Controllers Office	\$300.00	1		\$300.00
Estimated <u>29</u> Total Class Members				
		Total		\$4,071.50

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

TOTAL: \$10,402.47