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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TREVOR JOHNSON, individually and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

RENAUD'S BAKERY AND BISTRO, INC.,
a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 19STCV35046

Honorable Carolyn B. Kuhl
Department SSC12

**DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO SETTLEMENT NOTICE
ADMINISTRATION**

Date: June 28, 2022
Time: 10:30 a.m.
Department: SSC12

Complaint Filed: October 2, 2019
FAC Filed: January 14, 2022
Trial Date: None Set

1 I, Taylor Mitzner, declare as follows:

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

17 3. On March 1, 2022, Phoenix received a data file from Defense Counsel that contained
18 names, last known mailing addresses, Social Security numbers, and number of Work Weeks worked
19 by each Class Member (“Class Data”) during the period from October 2, 2015 to January 29, 2022
20 (“Class Period”). The final mailing list contained five hundred fourteen (514) Class Members who
21 worked 19,788 Work Weeks during the Class Period.

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

26 5. On March 11, 2022, Phoenix mailed the Notice Packet via U.S. first class mail, in
27 English only, to all five hundred fourteen (514) Class Members on the Class List. The Notice Packet
28

1 indicated that a Spanish, French, and Swahili version was available to the Class Members upon
2 request. A true and correct copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

3 6. As of the date of this declaration, fifty-nine (59) Notice Packets have been returned
4 to Phoenix. Two (2) were returned with a forwarding address and promptly re-mailed to the updated
5 address affixed thereto. For the fifty-seven (57) Notice Packets returned from the Post Office
6 without a forwarding address, Phoenix attempted to locate a current mailing address using
7 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
8 Of the fifty-seven (57) Notice Packets that were skip traced, fifty-four (54) updated addresses were
9 obtained and the Notice Packet was promptly re-mailed to those Class Members via first class mail.

10 7. As of the date of this declaration, eleven (11) Notice Packets are considered
11 undeliverable. Specifically, two (2) are undeliverable since an updated address could not be
12 obtained via skip trace, and eight (8) were returned a second time after being re-mailed.

13 8. The deadline for Class Members to request exclusion, object, or submit a dispute
14 was May 10, 2022.

15 9. As of the date of this declaration, Phoenix has received two (2) Requests for
16 Exclusion (*i.e.* “Opt-Outs”).

17 10. As of the date of this declaration, Phoenix has received zero (0) Objections to the
18 Settlement.

19 11. As of the date of this declaration, Phoenix has received two (2) Work Weeks disputes
20 that were promptly forwarded to Defense Counsel. Upon review, it was confirmed that the Class
21 Members’ disputes were valid. Phoenix updated the two (2) Class Members’ Work Weeks
22 accordingly.

23 12. There are five hundred twelve (512) Class Members, representing approximately
24 99.61% of the Class, who, having not requested exclusion, are deemed Participating Class Members
25 and have worked a collective total of 19,591 Work Weeks during the Class Period.

26 13. The Net Settlement Amount of \$109,950.00 available to pay Participating Class
27 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$92,750.00),
28 requested Class Counsel costs (\$25,000.00), requested Class Representative Enhancement

1 Payments to Named Plaintiff (\$6,500.00), total amount allocated to PAGA Penalties (\$20,000.00),
2 and the requested Settlement Administrator costs (\$10,800.00) from the Maximum Settlement
3 Amount (\$265,000.00).

4 14. Based upon the calculations stipulated in the Settlement and taking into account the
5 two (2) Opt-Outs received, the highest Individual Settlement Payment to be paid is approximately
6 \$1,537.76, the lowest Individual Settlement Payment to be paid is approximately \$5.61, while the
7 average Individual Settlement Payment to be paid is approximately \$2,415.30. All Individual
8 Settlement Payments are subject to any and all legally mandated reductions and deductions on the
9 twenty percent (20%) portion thereof considered wages.

10 15. Additionally, \$20,000.00 of the Maximum Settlement Amount has been designated
11 as the Private Attorneys General Act Allocation ("PAGA Amount"), of which 75%, or \$15,000.00,
12 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$5,000.00,
13 of which shall be paid to the Class Members regardless of whether they submitted an Opt-Out. The
14 average payment to these individuals is \$9.73 ("PAGA Payment").

15 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
16 due separately and apart from the Maximum Settlement Amount. As of this date, and utilizing the
17 maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$3,177.56.

18 17. Phoenix's costs associated with the administration of this matter are \$10,800.00.
19 This includes all costs incurred to date, as well as estimated costs involved in completing the
20 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as

21 **Exhibit B.**

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

24 Executed this 3rd of June 2022, at Anaheim, California.

25
26 _____
TAYLOR MITZNER

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA,
FOR THE COUNTY OF LOS ANGELES

TREVOR JOHNSON v. RENAUD'S BAKERY & BISTRO, INC. DOES 1-100,
No. 19STCV35046

OFFICIAL COURT NOTICE **IMPORTANT – PLEASE READ CAREFULLY**

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS CLASS ACTION SETTLEMENT AND YOUR RIGHTS WILL BE AFFECTED BY IT. IF SO, YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE COMPENSATION.

You may be entitled to receive money from this class action settlement and your rights will be affected by it. If so, you are not required to take any further action to participate in the settlement and receive compensation. If you would like to receive a copy of this Notice of Class Action Settlement in Spanish/French/Swahili, please contact the Settlement Administrator at Phoenix Class Action Administration Solutions, (800) 523-5773.

Usted puede tener derecho a recibir dinero de este acuerdo de demanda colectiva y sus derechos se verán afectados por el mismo. Si es así, no está obligado a realizar ninguna otra acción para participar en el acuerdo y recibir una compensación. Si desea recibir una copia de este Aviso del Acuerdo de Demanda Colectiva en español/francés/swahili, comuníquese con el Administrador del Acuerdo en Phoenix Class Action Administration Solutions, (800) 523-5773.

Vous pouvez avoir le droit de recevoir de l'argent de ce règlement de recours collectif et vos droits seront affectés par celui-ci. Si tel est le cas, vous n'êtes pas tenu de prendre d'autres mesures pour participer au règlement et recevoir une indemnisation. Si vous souhaitez recevoir une copie de cet Avis de règlement du recours collectif en espagnol/français/swahili, veuillez contacter l'Administrateur du règlement à Phoenix Class Action Administration Solutions, (800) 523-5773.

Unaweza kuwa na haki ya kupokea fedha kutoka katika hatua hizi za kisheria na haki zako zitaathiriwa. Kama ndivyo, hupaswi kuchua hatua za ziada za kushiriki katika suluhu na kupokea fidia. Kama utataka kupokea nakala ya Hatua hizi za Suluhu za Kisheria kwa Kihispania/Kifaransa/Kiswahili, tafadhali wasiliana na Msimamizi wa Suluhu wa Phoenix Action Administration Solutions, (800) 523-5773.

1. Why is this Notice being sent?

This Notice is to inform you of a class action settlement in the following case:

Trevor Johnson v. Renaud's Bakery & Bistro, Inc., and Does 1-100, Case No. 19STCV35046 (**the "Action"**).

The Action has settled, and because you are a Class Member, you are receiving this notice.

2. Description of the Litigation.

On October 2, 2019, Plaintiff Trevor Johnson ("Plaintiff") filed a class action complaint in the Los Angeles County Superior Court, Case No. 19STCV35046, captioned *Trevor Johnson v. Renaud's Bakery & Bistro, Inc.* ("Action"). The Action alleged that Renaud's Bakery & Bistro, Inc. ("Renaud's Bakery")¹ failed to properly pay its California non-exempt employees for overtime, meal and rest breaks, and reimburse for business expenses, as well as related record-keeping claims, at one or more of Defendant's locations in California, at any time since October 2, 2015. On January 14, 2022 Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement of Cal. Lab. Code § 2698, Et Seq. ("Operative Complaint").

Plaintiff, on behalf of himself and all those similarly situated, claim that Defendant's employees in California were denied their rights under the California Labor Code. Specifically, the Complaint alleged eleven causes of action against Defendant: 1. Failure to pay overtime wages (Labor Code §§ 510, 1198); 2. Failure to allow and pay meal periods (Labor Code §§ 226.7, 512); 3. Failure to allow and pay for rest periods (Labor Code § 226.7); 4. Failure to pay minimum wage (Labor Code §§ 1194, 1197, 1197.1); 5. Failure to pay wages at time of termination (Labor Code §§ 201, 202); 6. Failure to timely pay wages during employment (Labor Code § 204); 7. Failure to provide proper wage statement (Labor Code § 226); 8. Failure to keep proper payroll records (Labor Code § 1174(d)); 9. Failure to pay unreimbursed business expenses (Labor Code §§ 2800, 2802); 10. Unfair Business practices (Bus. & Prof. Code § 17200, et seq.); and 11. Private Attorney General Act of 2004 ("PAGA").

Renaud's Bakery denied and continues to deny any liability or wrongdoing, and denies any and all liability and damages to anyone with respect to the alleged facts or causes of action asserted in the Action and continues to assert general and affirmative defenses. Notwithstanding its position that it has acted in full compliance with applicable law, and that there is no merit to any of the Plaintiff's claims, Renaud's Bakery recognizes the risks and costs as well as the uncertainties of further litigation.

The Parties have reached an agreement to settle the Action, which is subject to approval by the Court. Stipulation of Settlement and Release ("Settlement") was reached as a result of extensive, arms-length negotiations between the Parties. Specifically, the Parties participated in a formal mediation session with Mr. Jeffrey Krivis of First Mediation Corporation, and protracted subsequent settlement negotiations.

The purpose of this Notice is to inform you of the terms of the Settlement, and of your rights and options in connection with it. If approved, the Settlement will resolve all claims in the Action as described and defined in the Stipulation of Settlement and Release ("Settlement Agreement").

3. Who is affected by the Settlement?

This Settlement affects all current and former hourly-paid or non-exempt employees who worked for Renaud's Bakery in the State of California at any time between October 2, 2015, through January 29, 2022, as defined above and in the Settlement Agreement ("Class").

"Class Member" means a member of the Class as defined above.

"Class Period" means the time period from October 2, 2015 through January 29, 2022.

¹ "Defendant" or "Renaud's Bakery" means Renaud's Bakery & Bistro, Inc., and its current, former, and future affiliates, including, without limitation, its parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

If you meet these criteria and you do not seek to exclude yourself from the Settlement (as described below), you will be deemed a Settlement Class Member, and will receive a monetary payment as described in the Settlement Agreement, and discussed below.

4. What are my options?

You have three (3) options with regard to this Settlement. You can: (1) do nothing; (2) object to the Settlement; or (3) request to be excluded from the Settlement. Details about each option and how it will affect your rights under the law are explained below.

5. What are the terms of the Settlement?

Pursuant to the Settlement, Renaud's Bakery will pay Two Hundred Sixty-Five Thousand Dollars and Zero Cents (\$265,000.00) (the "Gross Fund Value") to settle the Action. The portion of the Gross Fund Value that is available for payment to Class Members is referred to as the "Net Fund Value." The Net Fund Value will be the Gross Fund Value less the following payments which are subject to approval by the Court: (1) an award of attorneys' fees, not to exceed thirty-five percent of the Gross Fund Value (i.e., \$92,750), to Class Counsel, subject to Court approval ("Attorneys' Fees"); (2) reasonable litigation costs and expenses not to exceed \$25,000 to Class Counsel, subject to Court approval ("Litigation Costs"); (3) the costs of administering the Settlement not to exceed \$12,000 to the Settlement Administrator, subject to Court approval ("Administration Costs"); (4) an enhancement payment not to exceed \$6,500 to the Class Representative, subject to Court approval ("Enhancement Award"); and (5) payment of the California Labor Workforce Development Agency's ("LWDA") portion of the amount allocated towards the settlement of PAGA (i.e., 75% of \$20,000) (the "PAGA Payment") to the LWDA, subject to Court approval ("LWDA Penalty").

The Net Fund Value will be divided by the total number of Compensable Work Weeks. This calculation will produce a weekly factor, which then will be multiplied by each Participating Class Member's individual Compensable Work Weeks to calculate each individual's **Gross Settlement Payment**.

If the Settlement is approved by the Court, and you meet the criteria described in Section 3 above, you will be entitled to a Settlement Share, unless you choose to opt out of the Settlement, based on the number of weeks worked during the Class Period ("Workweeks").

The Settlement Administrator will calculate Settlement Shares by multiplying the Net Fund Value by a fraction which has as its numerator the Settlement Class Member's Workweeks and as the denominator the total Workweeks worked by all Settlement Class Members. Class Member's who do not opt out of the Settlement "Settlement Class Members") will automatically be issued payment of their Settlement Share.

Each Settlement Share will be allocated twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) interest and penalties which will be reported on an IRS Form 1099 (if applicable). The employer's portion of payroll taxes associated with the wages portion of Settlement Shares will be paid separately and in addition to the Gross Fund Value. Settlement Shares will be reduced for the employee's share of payroll taxes and withholdings.

If the Court grants final approval of the Settlement, Settlement Share checks will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. Also note Defendant is scheduled to fund the Gross Fund Value over three (3) payments over the course of eighteen (18) months. **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.**

6. Who represents the Settlement Class?

If you have any questions concerning the Settlement, you should contact the Class Counsel attorneys listed below:

Edwin Aiwazian
Arby Aiwazian
LAWYERS for JUSTICE, PC
410 Arden Avenue, Suite 203
Glendale, CA 91203
Phone (818) 265-1020
Fax (818) 265-1021

7. How will the attorneys for the Class be paid?

Class Counsel's fees and costs will be paid from the Gross Fund Value. Class Counsel will seek an award of attorneys' fees not to exceed thirty-five percent (35%) of the Gross Fund Value, or \$92,750, and reimbursement of reasonable and necessary litigation costs in an amount not to exceed \$25,000 (together, "Attorneys' Fees and Litigation Costs"). The actual amount of fees and expenses awarded will be determined by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

8. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Six Thousand Five Hundred Dollars (\$6,500) ("Enhancement Award"), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Fund Value, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Settlement Share that he is entitled to under the Settlement.

9. Administration Costs to the Settlement Administrator

Payment to Phoenix Class Action Administration Solutions ("Settlement Administrator") is estimated not to exceed Twelve Thousand Dollars (\$12,000) ("Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and disputes of Workweeks, calculating Settlement Shares and Settlement Share checks, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Fund Value, subject to approval by the Court.

10. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From October 2, 2015 to January 29, 2022, you worked for Defendant as an hourly-paid or non-exempt employee in California for «Total_Weeks» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (1) contain your full name, telephone number, and address; (2) list the case name and number of the Action (Trevor Johnson v. Renaud's Bakery and Bistro, Inc., Case No. 19STCV35046; (3) clearly state that you contend the number of Workweeks allocated to you are incorrect and list the number of Workweeks you contend are correct; (4) attach any written documentation supporting your contention; and (5) be mailed to the Settlement Administrator at the address below, postmarked **no later than May 10, 2022**.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

11. Your Estimated Settlement Share

As explained above, your estimated Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Settlement Share is estimated to be «Est_Set_Amt». The Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Settlement Share 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 Settlement Share reflected in this Notice is only an estimate. Your actual Settlement Share check may be higher or lower.

12. How do I participate in the Settlement and what happens if I do?

You do not need to take further action in order to participate in the Settlement. If the Court grants final approval of the Settlement and you have not opted out, you will be deemed a Settlement Class Member and upon the date Defendant fully funds the Gross Fund Value, as described in Section 5 above, you will be deemed to have fully and finally released the Releasees from the Released Claims (defined below). If the Court approves the Settlement, you will receive a Settlement Share calculated as described in Section 11 above.

“Releasees” means Defendant and each of its present and former affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors, employees, agents, attorneys, insurers, predecessors, representatives, accountants, past, present, and future, successors and assigns, specifically including Renaud’s Bakery & Bistro, Inc., and each and all of their respective officers, partners, directors, servants, agents, shareholders, employees, representatives, accountants, insurers, and attorneys, past, present, and future, and all persons acting under, by through, or in concern with any of them.

“Released Claims” means all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action arising from or related to the claims asserted in the Complaint, as well as all claims that could have been brought against Defendant based on the same operative facts alleged in the Complaint, for the Class Period, including but not limited to, claims for failure to pay overtime or minimum wages, failure to provide complaint meal and rests periods or premium payments in lieu thereof, failure to provide complaint wage statements, failure to keep requisite payroll records, failure to timely pay wages during employment and after termination, any and all claims under the California Labor Code, the California Government Code, any IWC Wage Order, the Business & Professions Code (including § 17200), claims for PAGA penalties based on violation of the Labor Code sections identified in the Complaint, and claims for attorneys’ fees and costs.

13. What if I choose to object to the Settlement?

You can object to the terms of the Settlement before final approval. However, if the Court approves the Settlement, you may still be bound by the terms of the Settlement. You may both object to the Settlement and participate in it. Only Class Members who have not opted out of the Settlement (i.e., Settlement Class Members) may object to the Settlement.

To object, you must send a letter or other writing stating that you object to the Settlement (“Objection”). A valid and timely Objection must: (1) contain your full name, telephone number, and address; (2) list the case name and number of the Action (*Trevor Johnson v. Renaud’s Bakery & Bistro, Inc.*, Case No. 19STCV35046); (3) clearly state that you object to the Settlement and the factual and legal basis for your object; (4) state the contact information for any attorneys who represent you (if any); (5) state whether or not you intend to appear and comment or object at the final approval hearing; and (6) be mailed to the Settlement Administrator **postmarked no later than May 10, 2022**.

If you do not object in the manner described above, you shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness or adequacy of the Settlement, the payment of attorneys’ fees, litigation costs, Enhancement Payment, the claims process, and any and all other aspects of the Settlement.

14. What if I choose to exclude myself or “Opt-Out” of the Settlement?

You may request to be excluded from the Settlement by submitting written opt out request (“Request for Exclusion”) to the Settlement Administrator. If you exclude yourself, you will not receive any monetary payment from the Gross Fund Value. You will, however, retain the right to assert any claims you may have against Renaud’s Bakery.

A valid and timely Request for Exclusion must: (1) contain your full name, telephone number, and address; (2) list the case name and number of the Action (*Trevor Johnson v. Renaud’s Bakery & Bistro, Inc.*, Case No. 19STCV35046); (3) clearly indicate that you wish to be excluded from the Settlement; and (4) be mailed to the Settlement Administrator **postmarked no later than May 10, 2022**.

15. What if I do nothing?

If you do nothing, you will participate in the Settlement, receive a monetary payment, and release claims against Renaud’s Bakery as described in the Settlement Agreement, and discussed in Section 8 above.

16. Final Approval Hearing.

The Court will hold a Final Approval Hearing on the fairness and adequacy of the Settlement, the plan of distribution, Class Counsel’s request for Attorneys’ Fees and Litigation Costs, the Administration Costs, and the Enhancement Award on June 28, 2022, before the Honorable Carolyn B. Kuhl in Department SSC12 of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued or adjourned without further notice to Class Members. If you wish to attend, you should confirm the date of the Final Approval Hearing with counsel listed in Section 6 above or with the Settlement Administrator. You are not required to appear at the hearing to participate in or opt out of the Settlement. If you so wish, you may be heard at that hearing by either appearing in person or through an attorney, but you must advise the Court in advance of your intention to appear. You may also attend the hearing remotely by phone or video. If you wish to appear remotely you must create an account and schedule your remote appearance by following the steps on the LACourtConnect website: <https://www.lacourt.org/lacc/>.

17. Where can I get more information about the Settlement?

For more information about the Settlement, or if you have any questions regarding the Settlement, you may contact the Settlement Administrator at Phoenix Class Action Administration Solutions, (800) 523-5773 regarding the Renaud’s Bakery Wage and Hour Settlement.

You may also contact the Class Counsel attorneys listed above.

PLEASE DO NOT CONTACT THE COURT DIRECTLY ABOUT THIS MATTER.
THE COURT CANNOT PROVIDE YOU WITH LEGAL ADVICE OR ANY
OPINION REGARDING THE ACTION OR THE SETTLEMENT.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	514
Opt Out Rate	0%
Opt Outs Received	2
Total Class Claimants	512
Subtotal Admin Only	\$11,046.35

TOTAL COSTS	\$10,800.00
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May 28, 2022

Case: Trevor Johnson v. Renaud's Bakery and Bistro, Inc.

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	51	\$102.80
NCOA (USPS)	\$250.00	1	\$250.00
Total			\$902.80

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	3	\$300.00
Data Merge & Duplication Scrub	\$0.10	514	\$51.40
Notice Packet & Opt-Out Form	\$1.30	514	\$668.20
Estimated Postage (up to 1 oz.)	\$0.50	514	\$257.00
Language Translation (Spanish, French, Swahili)	\$800.00	1	\$800.00
Total			\$2,076.60

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	\$0.85	59	\$50.15
Remail Notice Packets	\$0.75	56	\$42.00
Estimated Postage	\$0.50	56	\$28.00
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$335.15

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	3	\$450.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	2	\$20.00
Case Manager	\$85.00	3	\$255.00
Total			\$1,145.00

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	1	\$135.00
Programming Manager	\$95.00	1	\$95.00
QSF Fees, Bank Account & EIN	\$135.00	2	\$270.00
Check Run Setup & Printing	\$135.00	2	\$270.00
Mail Class Checks, W2 and 1099 *	\$1.10	512	\$563.20
Estimated Postage Checks, W2 and 1099	\$0.50	512	\$256.00
Total			\$1,859.20

* 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	3	\$345.00
Remail Undeliverable Checks (Postage Included)	\$1.35	106	\$143.10
Case Associate	\$55.00	5	\$275.00
Reconcile Uncashed Checks	\$85.00	4	\$340.00
Conclusion Reports	\$115.00	4	\$460.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	53	\$79.50
Uncashed Check QSF Tax Filing	\$1,600.00	1	\$1,600.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$4,727.60

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

Total: \$11,046.35