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Attorneys for Defendant J.J. Kane Associates, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ELIZABETH MORENO, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

J.J. KANE ASSOCIATES, INC., a New
Jersey Corporation; and DOES 1 through
10, inclusive;

Defendants.

Case No.: CVRI2101236
*[Assigned to Hon. Judge Craig Riemer,
Dept. 1, for all purposes]*

**DECLARATION OF KEVIN LEE
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: September 7, 2022
Time: 8:30 a.m.
Department: 1

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Moreno v. J.J. Kane Associates, 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.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Second Amended Class Action Settlement Agreement and Release of Claims (“Agreement” or “Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Settlement of Class Action, Dispute Form, Request for Exclusion Form, and Objection Form* (herein collectively referred to as the “Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from November 1, 2018 to January 7, 2022 (“Class Period”) and the number of weeks each Aggrieved Employee worked during the time period from November 1, 2019 to January 7, 2022 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”) as applicable, and/or dispute regarding the number of weeks worked submitted by Class Members as applicable; (v) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Service Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On May 23, 2022, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and dates of employment for each Settlement Class Member (“Class Data”) during the Class Period. The final mailing list contained forty-three (43) individuals identified as Settlement Class Members.

1 4. On June 7, 2022, Phoenix conducted a National Change of Address (“NCOA”)
2 search to update the class list of addresses as accurately as possible. A search of this database
3 provides updated addresses for any individual who has moved in the previous four (4) years and
4 notified the U.S. Postal Service of their change of address.

5 5. On June 7, 2022, Phoenix mailed the Notice via U.S. first class mail, in English, to
6 all forty-three (43) Class Members on the Class Data. A true and correct copy of the mailed Notice
7 is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

9 7. As of the date of this declaration, zero (0) Notices are considered undeliverable.

10 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
11 from Settlement Class Members, a true and correct copy of which is attached hereto as **Exhibit B**.
12 The deadline to request exclusion from the Settlement was July 22, 2022.

13 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
14 from Class Members. The deadline for objecting to the Class Settlement was July 22, 2022.

15 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
16 from Class Members. The deadline for submitting a dispute was July 22, 2022.

17 11. There are forty-two (42) Class Members who did not submit timely and valid
18 Requests for Exclusion and are therefore deemed Participating Class Members, representing
19 approximately 97.67% of all Settlement Class Members. Participating Class Members have worked
20 a collective total of three thousand seven hundred twenty-one (3,721) workweeks during the Class
21 Period.

22 12. The Net Settlement Amount of \$115,652.99 available to pay Participating Class
23 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$78,333.33),
24 and costs (\$11,013.68), requested Service Payment to Plaintiff Moreno (\$5,000.00), the total PAGA
25 Amount (\$20,000.00), and the requested Settlement Administration Costs (\$5,000.00) from the
26 Gross Settlement Amount (\$235,000.00).

27 13. Based upon the calculations stipulated in the Settlement, the highest Individual
28 Settlement Payment to be paid is approximately \$5,252.72, the lowest Individual Settlement

1 Payment to be paid is approximately \$186.49, while the average Individual Settlement Payment to
2 be paid is approximately \$2,753.64. Settlement Class Members will be issued payment of their
3 Individual Settlement Payments subject to reduction for the employee's share of taxes and
4 withholdings with respect to the wages portion of the Individual Settlement Payment.

5 14. Additionally, \$20,000.00 of the Gross Settlement Amount has been allocated toward
6 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$15,000.00
7 ("PAGA Penalties"), shall be paid to the Labor and Workforce Development Agency ("LWDA"),
8 and 25%, or \$5,000.00, of which shall be paid to all Aggrieved Employees. There are forty-one (41)
9 Aggrieved Employees who worked a total of two thousand eight hundred twenty-one (2,821)
10 workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is
11 approximately \$203.83, and the average Individual PAGA Payment to be paid is approximately
12 \$121.95.

13 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
14 due separately and apart from the Gross Settlement Amount. As of this date, and utilizing the
15 maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$5,570.06.

16 16. To complete the Settlement Administration for *Moreno v. J.J. Kane Associates, Inc.*,
17 the Settlement Administration will include a combination of hard costs and hourly costs detailed
18 below:

- 19 • Hard Costs: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup,
20 NCOA, Skip Tracing, and Re-Mailing of Notices.
- 21 • Hourly Costs: The hourly rates include Programming Database & Setup, Project
22 Management, Notice Formatting, Programming Claims Database, Programming
23 Calculations, Disbursement Review, Printing of Notice & Individual Settlement
24 Payments, Reconciliation of Uncashed Checks, Conclusion Reports, Tax Filings,
25 and Case Management/Maintenance throughout pre- and post-settlement
26 distribution.

27 17. To date, Phoenix has spent time (i) preparing, printing, and mailing the Notice; (ii)
28 responding to inquiries and communicating with Class Members; (iii) conducting a National

1 Change of Address search to update the Class Members' addresses as accurately as possible; (iv)
2 processing and validating the Request for Exclusion; and (v) providing reports to the Parties'
3 counsel. The time Phoenix has dedicated to this Action, as of this date, is fifteen (15) hours.
4 Phoenix's hard costs to date are \$1,825.16.

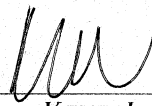
5 18. After final approval, Phoenix will be (i) calculating the Net Settlement Amount and
6 the Individual Settlement Payments and Individual PAGA payments; (ii) issuing the Individual
7 Settlement Payments and, to the extent applicable, Individual PAGA Payment checks and
8 distributing them to Participating Class Members and Aggrieved Employees; (iii) issuing the
9 payment to Class Counsel for Court-approved attorneys' fees and costs, the Service Payment check
10 to Plaintiff, remitting payment to the LWDA and the employer/employee payroll taxes to the proper
11 taxing authorities; (iv) printing and providing Participating Class Members, PAGA Employees,
12 Plaintiff, and Class Counsel with, as applicable and set forth in the Settlement, W-2s and 1099
13 forms.

14 19. The *estimated* time Phoenix will dedicate to this Action, after final approval through
15 closure of the QSF, is twenty-three (23) hours. Phoenix's *estimated* expenses it anticipates incurring
16 are \$3,514.85.

17 20. Phoenix has agreed to perform all the listed Settlement Administration duties for
18 *Moreno v. J.J. Kane Associates, Inc.* for an agreed upon Fixed Fee of \$5,000.00. A detailed list of
19 Phoenix's pre-distribution hourly and hard cost totals, in addition to the estimated hours and hard
20 costs needed to complete the post-distribution Settlement Administration, is attached hereto as
21 **Exhibit C.**

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

25 Executed this 2nd day of August 2022, at Orange, California.

26
27 

28 KEVIN LEE

Exhibit A

NOTICE OF SETTLEMENT OF CLASS ACTION

Elizabeth Moreno v. J.J. Kane Associates, Inc.

Superior Court of the State of California, County of Riverside
Case No. CVRI2101236

To: All current and former hourly paid employees employed by J.J. Kane Associates, Inc., in California at some time between November 1, 2018, and January 7, 2022 (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on September 7, 2022 to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Amended Class Action Settlement Agreement and Release of Claims (“Settlement Agreement”).

«First_Name» «Last_Name»

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately «Total_Est_Amount» as your share of the Settlement should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share may be more or less than this estimate. Your estimate is based on the number of weeks during which you worked for J.J. Kane Associates, Inc., (“J.J. Kane” or “Defendant”) in California between November 1, 2018, and January 7, 2022 (the “Class Period”), as discussed in more detail in Section IV. Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section IV.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion from the Settlement Class by July 22, 2022 (see Section VI for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment for the Class Claims, but you will preserve your right to pursue the Released Class Claims described in Section IV, and (2) be barred from filing an objection to the settlement. You may still receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties in exchange for such payment.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by July 22, 2022 (see Section VI for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working below is incorrect, you may submit the enclosed Dispute Form with any supporting evidence to the Settlement Administrator (see Section IV for more details on how to submit a Dispute Form). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many Work Weeks you believe you should be credited.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Elizabeth Moreno v. J.J. Kane Associates, Inc.*, Superior Court of the State California, County of Riverside, Case No. CVRI2101236 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

J.J. Kane’s records show that you were employed in California as an hourly paid employee at some time during the Class Period. The Court ordered this Notice to be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by J.J. Kane as an hourly employee in California at some time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On March 9, 2021, Plaintiff and Class Representative Elizabeth Moreno, through her attorneys (“Class Counsel”), filed a class and representative action lawsuit against Defendant for alleged wage and hour violations on behalf of Class Members. The Lawsuit alleges that Defendant violated various California Labor Code provisions, California Business and Professions Code Section 17200, and the applicable Industrial Welfare Commission (“IWC”) Wage Order. In summary, Plaintiff alleges that Defendant failed to pay minimum wages, failed to pay overtime wages, failed to provide meal periods, failed to provide rest breaks, failed to timely pay wages each period and upon separation of employment, and failed to provide accurate itemized wage statements. All of these claims are called the “Class Claims.” The Lawsuit also sought civil penalties on behalf of the California Labor Workforce Development Agency (“LWDA”). The civil penalty claims are called “PAGA Claims” and the relevant period for PAGA claims is November 1, 2019, through January 7, 2022 (the “PAGA Period”).

J.J. Kane has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, J.J. Kane is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action and/or a representative action. Rather, J.J. Kane has agreed to settle the case as part of a compromise with Plaintiff and the Class Members.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendant and Plaintiff have concluded that it is in their respective best interests and the interests of the Class to settle the Lawsuit on the terms summarized in this Notice. After extensive investigation and review of information provided by Defendant to Class Counsel, the Settlement was reached following an arm’s length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Defendant, the risk the Court may not certify this case to proceed as a class action, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still performing services for Defendant, this Settlement will not affect your status. California law strictly prohibits unlawful retaliation. Further, Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who represents the Class?

The Court has designated Plaintiff Elizabeth Moreno to serve as Class Representative in this lawsuit. The attorneys and law firm that serve as Class Counsel are identified and can be reached as follows:

Attorneys for the Class Members

Brian Mankin, Esq.
brian@lmlfirm.com
 Misty Lauby, Esq.
misty@lmlfirm.com
 Lauby, Mankin & Lauby LLP
 4590 Allstate Drive
 Riverside, CA 92501
 Tel: (951) 320-1444

IV. What are the terms of the Settlement?

On May 9, 2022, the Court granted preliminary approval of the Settlement. Class Members who do not opt out of the Settlement (the “Settlement Class”), pursuant to the procedures set forth in this Notice, will be mailed a settlement check, and in exchange, will be bound by the terms of the Settlement and release of certain wage and penalty claims against Defendant.

Without admitting any wrongdoing, Defendant have agreed to pay \$235,000 (the “Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved Phoenix Class Action Administration to act as the “Settlement Administrator,” who is sending this Notice Packet to you and will perform many other duties relating to the Settlement. Under the Settlement, \$5,000 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency and Aggrieved Employees. The Labor Code Private Attorneys General Act of 2004 (“PAGA”) authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved

Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$20,000 of the Settlement Amount will be allocated to Plaintiff's claim under the PAGA. Of this amount, \$15,000 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$5,000 will be divided between all Aggrieved Employees on a Weeks Worked basis. "Aggrieved Employees" is defined to include all current and former hourly paid employees employed by Defendant in the State of California at any time during the PAGA Period of November 1, 2019, through January 7, 2022. Review the information below to determine if you are an Aggrieved Employee and eligible to receive a share of the \$5,000 allocation:

Do you Qualify as an Aggrieved Employee?	Weeks Worked as an Aggrieved Employee	Your Share of PAGA Penalties
«Aggrieved»	«PAGA_Weeks»	«Est_PAGA_Amount»

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the lawsuit on behalf of the Class Members on a contingency fee basis (meaning that Class Counsel has not been paid any money to date and would only receive its attorneys' fees if the case succeeded) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will collectively ask for fees of one-third of the Settlement Amount (\$78,333.33) as reasonable compensation for the work Class Counsel performed and will continue to perform in this lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000 for the costs Class Counsel incurred in connection with the lawsuit.

Service Payments to Class Representative. Class Counsel will ask the Court to award Class Representative Elizabeth Moreno a service payment in the amount of \$5,000 to compensate her for her service, risks undertaken, and extra work provided on behalf of the Class Members.

Calculation of Individual Settlement Amounts to Class Members. After deducting the amounts above, the balance of the Settlement Amount will form the Net Settlement Amount (or "NSA") for distribution to the "Participating Class Members" (i.e., those who did not timely request to be excluded). The Settlement Administrator will calculate each Class Members' pro-rata share of the NSA based on the number of weeks worked by each Class Member during the Class Period. The dollars per compensable Work Week will be calculated by dividing the total Weeks Worked by Settlement Class Members into the Net Settlement Amount to determine a per pay period value ("Workweek Value"). The Workweek Value will be multiplied by the number of Weeks Worked by each Participating Class Member during the Class Period to determine the Individual Settlement Amount for each Participating Class Member. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100 percent of the Net Settlement Amount. While the range of recovery will differ for Class Members, it is estimated that the average payment will be \$2,596.90, the high payment will be \$4,852.58, and the low payment will be \$172.28. Review the information below to determine your share as a Class Member:

Workweeks Worked as a Class Member During the Class Period	Your Share of the Net Settlement Amount
«Class_Weeks»	«Est_Class_Amount»

Disputes to Workweeks Credited. For each Settlement Class Member, the Workweeks Worked (i.e., meaning you worked at least one hour during a workweek) during the Class Period and PAGA Period will be calculated from Defendant's records. If you disagree with the numbers reported above, you may submit the enclosed Dispute Form to the Settlement Administrator on or before July 22, 2022, with documentation to establish the number of weeks you claim to have worked for Defendant in California between November 1, 2018, through January 7, 2022. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Weeks Worked should be credited to each Settlement Class member. If the Parties are unable to agree, the Court will render a final decision.

Timing of Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. For those Class Members who requested to be excluded from the settlement of the Class Claims, their settlement checks will be for their share (if any) of PAGA civil penalties for release of the PAGA Claims, and they will not include any payment for settlement of the Class Claims. The anticipated payment date (assuming the Settlement receives final approval and there are no objections or appeals, which may delay the payments) is approximately October 7, 2022. Participating Class Members and/or Aggrieved Employees will have 180 days from the issuance of the last check to cash all of the checks. If a Participating Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Participating Class Member, so that the Participating Class Member can attempt to collect the funds at a later date. If an Aggrieved Employee fails to timely cash a settlement check, a stop payment will be placed on the check and his/her share will be reissued to the California Labor Workforce Development Agency, pursuant to Order of the Court.

Allocation and Taxes. One-third (33.33%) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining two-thirds (66.67%) will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Payments for PAGA Claims shall be paid one hundred percent (100%) as civil penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Participating Class Members and Aggrieved Employees are responsible for the proper income tax treatment of the Individual Settlement Payments and their payments for PAGA Claims. The Settlement Administrator, J.J. Kane and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments or payments for PAGA Claims.

Participating Class Members and Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments or payments for PAGA Claims. Accordingly, Participating Class Members and Aggrieved Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release of Class Claims. Upon Final Approval of the Settlement, all Participating Class Members will release and discharge, for the time period from November 1, 2018, through January 7, 2022, Defendant, and all of its past and present officers, directors, and employees (collectively, the “Released Parties”) from all claims stated in the operative Complaint and those solely upon the facts in the Complaint, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to timely pay vested vacation upon separation of employment, (f) failure to failure to timely pay wages each period and upon separation of employment, (g) failure to provide accurate itemized wage statements, and (h) unfair and unlawful competition, and (i) all other claims for statutory penalties based on the facts or claims alleged in the Complaint. The release of Class Claims will be subject to Court Approval.

Release of PAGA Claims. Upon Final Approval of the Settlement, Plaintiff on behalf of herself, the State of California and the LWDA shall release the Released Parties from all claims based on the facts stated in the operative Complaint in the Action and in the LWDA notice letter(s), including all PAGA claims seeking civil penalties that were premised upon (a) failure to pay minimum wages and regular wages, (b) failure to pay overtime wages, (c) failure to provide meal periods and pay meal period premiums, (d) failure to provide rest breaks and pay rest period premiums, (e) failure to timely pay wages each period, (f) failure to timely pay final wages, (g) failure to provide accurate itemized wage statements; (h) failure to pay vested vacation; (i) failure to maintain employment records; and (j) failure to comply with Labor Code section 1199 (“PAGA Released Claims”). The time period governing the PAGA Released Claims shall be any time during the PAGA Period. The PAGA Released Claims will be subject to Court approval.

Waiver of Labor Code Sections 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Amounts constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Amounts. These sections provide in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. How do I receive a payment?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Amount, provided that you do not exercise your right to opt-out as explained below. You do not need to take any further action to receive a payment. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What are my rights and options?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Work Weeks credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.
- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by completing, signing, and mailing the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before July 22, 2022. Any person who files a timely Request for Exclusion from the from the Class Claims in the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments from the Net Settlement Amount; (3) will preserve the right to pursue the Released Claims subject to applicable statutes of limitations, and (4) will not be bound by this Settlement, or the Judgment. However, all Aggrieved Employees will receive their respective share of PAGA Penalties regardless of whether they file a Request for Exclusion as a Class Member.
- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form and include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations), to the Settlement Administrator. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed on the Objection Form, **postmarked** on or before July 22, 2022. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

- D. **Dispute Work Weeks Credited.** As discussed in Section IV, you may dispute the number of Weeks Worked if you believe the number credited is inaccurate. To do so, you should submit the Dispute Form with any supporting evidence. Do not submit the Exclusion or Objection Form if you merely want to dispute the Work Weeks credited.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you are a Class Member and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. When is the court hearing and what is it for?

On September 7, 2022, at 8:30 a.m., the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service awards. This hearing may be continued or rescheduled by the Court without further notice to the Class. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

IX. Where can I get more information?

If you have questions about this Notice, the enclosed Request for Exclusion Form and Objection Form, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator for more information or to request that a copy of this Notice and request for Exclusion Form and Objection Form be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted above in Section III. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Second Supplemental Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on January 14, 2022 and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2101236) where requested, and click "Search."

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

DISPUTE FORM

Elizabeth Moreno v. J.J. Kane Associates, Inc.

Superior Court of the State of California, County of Riverside

Case No. CVRI2101236

Please verify and/or complete any missing identifying information:

«First_Name» «Last_Name»

«Address1»

«City», «State» «Zip_Code»

According to the records of J.J. Kane Associates, Inc. (“J.J. Kane”):

- (a) You worked for J.J. Kane for «Class_Weeks» workweeks as a Class Member between November 1, 2018, through January 7, 2022 (the “Class Period”); and
- (b) You worked for J.J. Kane for «PAGA_Weeks» workweeks as an Aggrieved Employee between November 1, 2019, through January 7, 2022 (the “PAGA Period”).

DO YOU DISAGREE WITH ITEMS (a)-(b) AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM.

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM STATING THE REASONS WHY YOU BELIEVE YOU SHOULD BE CREDITED WITH ADDITIONAL WORKWEEKS WORKED AND INCLUDE COPIES (NOT ORIGINALS) OF SUPPORTING DOCUMENTATION.

«PSA_ID»

Please state why you believe that you should be credited with more Workweeks Worked than stated on the Notice and attach copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination if you are entitled to additional Workweeks:

Signed on _____, 2022

«First_Name» «Last_Name»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN JULY 22, 2022:

Moreno v. J.J. Kane Associates, Inc.
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863
Toll-Free: (800) 523-5773
Fax: (949) 209-2503

REQUEST FOR EXCLUSION FORM

Elizabeth Moreno v. J.J. Kane Associates, Inc.

Superior Court of the State of California, County of Riverside
Case No. CVRI2101236

«First_Name» «Last_Name»

«Address1»

«City», «State» «Zip_Code»

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing and completing the below, I agree to the following:

I do NOT want to participate in the settlement in *Elizabeth Moreno v. J.J. Kane Associates, Inc.*, (Riverside Superior Court Case No. CVRI2101236). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than my share of PAGA Penalties if I qualify as an Aggrieved Employee (with further detail provided in the attached Notice of Settlement of Class Action).

Signed on _____, 2022

«First_Name» «Last_Name»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN JULY 22, 2022:

Moreno v. J.J. Kane Associates, Inc.
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863
Toll-Free: (800) 523-5773
Fax: (949) 209-2503

OBJECTION FORM

Elizabeth Moreno v. J.J. Kane Associates, Inc.

Superior Court of the State of California, County of Riverside

Case No. CVRI2101236

Please verify and/or complete any missing identifying information:

«First_Name» «Last_Name»

«Address1»

«City», «State» «Zip_Code»

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM.

☐

**YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM STATING
THE REASONS WHY YOU OBJECT TO THE SETTLEMENT.**

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Elizabeth Moreno v. J.J. Kane Associates, Inc.*, on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2022

«First_Name» «Last_Name»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN JULY 22, 2022:

Moreno v. J.J. Kane Associates, Inc.
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863
Toll-Free: (800) 523-5773
Fax: (949) 209-2503

Exhibit B

REQUEST FOR EXCLUSION FORM

REC'D JUL 11 2022

Elizabeth Moreno v. J.J. Kane Associates, Inc.
Superior Court of the State of California, County of Riverside
Case No. CVRI2101236

Rafael E Roblero
8733 Chifney Ln
Riverside, CA 92509-3904



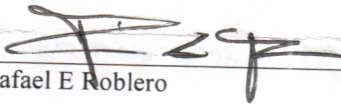
DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

- ☐ **YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.**
- ☒ **NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.**

By signing and completing the below, I agree to the following:

I do NOT want to participate in the settlement in *Elizabeth Moreno v. J.J. Kane Associates, Inc.*, (Riverside Superior Court Case No. CVRI2101236). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than my share of PAGA Penalties if I qualify as an Aggrieved Employee (with further detail provided in the attached Notice of Settlement of Class Action).

Signed on 6-20-22, 2022


Rafael E Roblero

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN JULY 22, 2022:

Moreno v. J.J. Kane Associates, Inc.
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863
Toll-Free: (800) 523-5773
Fax: (949) 209-2503

Exhibit C



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	43
Subtotal Admin Only	\$5,340.01
Fixed Fee	\$5,000.00

For 43 Class Members

August 2, 2022

Case Invoice: Moreno v. J.J. Kane Associates

Itemized Preliminary Approval Setup and Notice Mailing: Hourly and Hard Cost Totals

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Class Data Base Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$150.00	1	\$150.00
Class Notice Packet Formatting	\$125.00	2	\$250.00
Printing Setup and Printing	\$125.00	2	\$250.00
Case Manager Associate Maintenance	\$125.00	2	\$250.00
Case Associate Maintenance	\$65.00	4	\$260.00
Programming Undeliverables	\$50.00	2	\$100.00
Hourly Totals:		15	\$1,510.00
Data Merge & Duplication Scrub	\$0.20	43	\$8.60
Call Center & Long Distance	\$2.00	12	\$24.00
NCOA (USPS)	\$0.21	43	\$9.03
Notice Packet & Opt-Out Form (Paper and	\$1.00	43	\$43.00
Postage (up to 2 oz.)*	\$0.71	43	\$30.53
Static Website	\$200.00	1	\$200.00
Hard Cost Totals:			\$315.16

Estimated Itemized Final Approval Setup and Distribution: Hourly and Hard Cost Totals:

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Distribution Database	\$150.00	2	\$300.00
Estimated Case Associate Hours	\$55.00	1	\$55.00
Estimated Case Manager Hours	\$85.00	3	\$255.00
Programming Calculations	\$135.00	1	\$135.00
Disbursement Review	\$135.00	1	\$135.00
QSF Bank Account & EIN	\$75.00	2	\$150.00
Check Run Setup & Printing	\$135.00	2	\$270.00
Reminder Check Cashing Postcard Print and	\$135.00	2	\$270.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	2	\$230.00
Hourly Totals:		23	\$2,455.00
Class Checks	\$0.75	43	\$32.25
Estimated Postage	\$0.58	43	\$24.94
Remail Undeliverable Checks (Postage Included)	\$1.33	2	\$2.66
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Estimated Hard Cost Totals:			\$1,059.85
Invoice Total:			\$5,340.01