

1 Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

3 Aparajit Bhowmik (State Bar #248066)

4 Jeffrey Herman (State Bar #280058)

5 Christine T. LeVu (State Bar #288271)

6 Andrew Rorian (State Bar #312316)

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

7 2255 Calle Clara

8 La Jolla, CA 92037

9 Telephone: (858)551-1223

10 Facsimile: (858) 551-1232

11 Website: www.bamlawca.com

12 Attorneys for Plaintiffs

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF SAN FRANCISCO**
16

17 MICHELLE FARTHING, JEREMIAH
18 BURKE, JARVIS RICHMOND, and
19 ANDREA HUGHES, individuals, on behalf of
20 themselves and on behalf of all persons
21 similarly situated,

22 Plaintiffs,

23 v.

24 MILESTONE TECHNOLOGIES, INC., a
25 California Corporation; and DOES 1 through
26 50, inclusive,

27 Defendants.
28

Case No.: **CGC-21-591251**

**DECLARATION OF STEPHEN
GOMEZ REGARDING NOTICE
AND SETTLEMENT
ADMINISTRATION**

Judge: Hon. Richard B. Ulmer

Dept.: 302

Hearing Date: February 28, 2023

Hearing Time: 9:30 a.m.

1 I, **STEPHEN GOMEZ** declare the following facts to be true and correct and if called as a
2 witness would testify competently to the same:

3 1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris") the claims
4 administrator in the above-entitled action. My business address is 3194-C Airport Loop
5 Drive, Costa Mesa, CA 92626. My telephone number is (714) 824-8590. I am over twenty-
6 one years of age and authorized to make this declaration on behalf of Simpluris and myself.

7
8 2. Simpluris, Inc. is a Class Action Settlement Administration company located
9 in Costa Mesa, CA. It is founded by individuals who have each managed hundreds of
10 settlements, along with professionals in the areas of Software Development, Third-Party
11 Claims Administration, Mail-House Operations, and Call Center Support Management.

12
13 3. Simpluris was appointed by the Court as Settlement Administrator to
14 administer the settlement in accordance with the terms of the Class Action Settlement
15 Agreement entered into by the parties, (the "Settlement Agreement"). Simpluris has
16 been, and if the Court grants final approval of the Settlement, will be responsible for,
17 among other things: (a) printing and mailing the Notice of Proposed Settlement of
18 Class Action and PAGA Action and Hearing Date for Final Court Approval ("Class
19 Notice") (b) receiving undeliverable Notices; (c) receiving and validating requests for
20 exclusion, objections, and disputes; (d) calculating individual settlement payments,
21 distributing funds, and tax-reporting following final approval; (e) mailing settlement
22 checks; (f) answering questions from Class Members; and (g) performing such other
23 tasks necessary to effectuate the terms of the Settlement or as the Parties mutually agree
24 or the Court orders Simpluris to perform.
25
26
27
28

1 4. A toll-free telephone number was included in the Class Notice for the purpose
2 of allowing the Class Members to call Simpluris and to make inquiries regarding the
3 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in
4 operation throughout the settlement process. Callers have the option to speak with a live
5 call center representative in English and Spanish during normal business hours or to leave
6 a message and receive a return call during non-business hours. The toll-free telephone
7 number included in the Notice was 1-888-232-0977.
8

9 5. On October 13, 2022, Simpluris received the Court-approved Class Notice.
10 The Class Notice advised Class Members of their right to opt out from the Settlement,
11 object to the Settlement, or do nothing, and the implications of each such action. The
12 Class Notice advised Class Members of applicable deadlines and other events, including
13 the Final Approval Hearing, and how Class Members could obtain additional
14 information. The Class Notice was pre-printed with the name and address of the Class
15 Member and their estimated payment.
16
17

18 6. On October 26, 2022, Counsel for Defendant provided Simpluris with a
19 mailing list ("Class List") containing the name, last known address, Social Security
20 number, and pertinent employment information during the Class Period for the Class
21 Members. The Class List contained data for one thousand one hundred eighty-one
22 (1,181) Class Members.
23

24 7. The mailing addresses contained in the Class List were processed and updated
25 utilizing the National Change of Address Database ("NCOA") maintained by the U.S.
26 Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service.
27
28

1 In the event that any individual had filed a U.S. Postal Service change of address request,
2 the address listed with the NCOA was utilized in mailing the Notices.

3 8. On November 9, 2022, after updating the mailing addresses through the
4 NCOA, Class Notices were mailed via First Class Mail to one thousand one hundred
5 eighty-one (1,181) Class Members contained in the Class List. A copy of the Notice is
6 attached hereto as **Exhibit A**.

7
8 9. As of this date, eight-four (84) Class Notices were returned by the post
9 office. For those without forwarding addresses, Simpluris attempted to find a forwarding
10 address using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used
11 the Class Member's name and previous address to locate a current address. Altogether,
12 Simpluris re-mailed seventy-two (72) Class Notices to either; a new forwarding address
13 provided by the Post Office, a newfound address using Accurint, or a forwarding address
14 provided by the Class. Ultimately, twelve (12) Class Notices were undeliverable.
15

16 10. The Net Settlement Amount of \$335,000.00 available to pay Participating
17 Class Members was determined as follows:
18

19	Gross Settlement Amount:	\$ 630,000.00
20	Less Attorneys' Fees (Requested)	-\$ 210,000.00
21	Less Litigation Costs (Requested)	-\$ 20,000.00
22	Less Plaintiffs' Service Payments (Requested)	-\$ 30,000.00
23	PAGA – LWDA Payment	-\$ 15,000.00
24	PAGA – Aggrieved Employees	-\$ 5,000.00
25	<u>Less Settlement Administration:</u>	<u>-\$ 15,000.00</u>
26	NET SETTLEMENT AMOUNT	\$ 335,000.00

1 11. As of this date, there are one thousand one hundred eighty-one (1,181)
2 Participating Class Members who will receive a Settlement Share of the Net Settlement
3 Amount. The estimated *average* settlement share \$283.66, the estimated *highest*
4 settlement share is \$1,273.81, and the estimated *lowest* settlement share is \$1.73.

5 12. As of this date, there are one thousand one hundred eighty-one (1,181)
6 Aggrieved Employees who will receive a Class PAGA payment. The estimated *average*
7 PAGA payment \$4.23, the estimated *highest* PAGA payment is \$19.01, and the estimated
8 *lowest* PAGA payment is \$0.03.

9 13. As of this date, Simpluris has not received any requests for exclusion from
10 the Settlement. The deadline in the Class Notice for the submission of requests for
11 exclusion was January 9, 2023.

12 14. As of this date, Simpluris has not received any disputes. The deadline in the
13 Class Notice for the submission of disputes was January 9, 2023.

14 15. Class Members who wished to object were directed to submit their objection
15 to Simpluris. The deadline in the Class Notice for the submission of written objections
16 was January 9, 2023. As of this date, Simpluris has not received any objections.

17 16. Simpluris' total costs for services in connection with the administration of
18 this Settlement, including fees incurred and anticipated future costs for completion of the
19 administration, are \$15,000.00. A breakdown of Simpluris' fees is attached hereto as
20 **Exhibit B**. Simpluris' work in connection with this matter will continue with the
21 calculation of the settlement checks, issuance and mailing of those settlement checks,
22 etc., and preparation of the necessary tax reporting on such payments.
23
24
25
26
27
28

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed this 30th day of January, 2023, in Costa Mesa,
3 California.

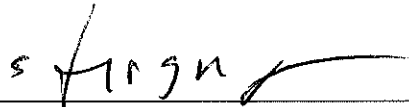
4 
5 _____
6 Stephen Gomez
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

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

(*Farthing v. Milestone Technologies, Inc.*, Superior Court of the State of California,
County of San Francisco Case No. CGC-21-591251 and CGC-21-591444)

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

«[M]ul[]Bar codeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

«SIMID»-«SIMID»
«[M]ul[]Bar codeEncoded»

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. In exchange for the settlement payment, you will release the claims detailed in Section 4 below. Your estimated Settlement Share is: \$«MERGED_EstSettAmnt_CALC». However, the actual amount you receive may be different and will depend on a number of factors. See the explanation in Section 5 below for more information. After final approval by the Court, your Settlement Share will be mailed to you at the same address you received this notice. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself (i.e. "Opt-Out")	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. Instructions on how to exclude yourself are set forth in Section 7 below. If you exclude yourself from the Class Settlement, you will receive no portion of the Class Settlement and will not release any Released Class Claims. However, Aggrieved Employees will still receive your allocation of the PAGA Payment and will be bound by the release of the PAGA Claims. See Sections 4 and 7 below for further information and the deadline to submit your request for exclusion.
Object	If you do not want to exclude yourself from the Settlement but do not agree with some portion of its terms, you may (1) submit a written objection to the Settlement Administrator explaining why you do not agree with the terms of the Settlement and/or (2) appear at the Final Approval Hearing to make an oral objection. See Section 8 below for further information and the deadline to submit a written objection.

Your options are further explained in this Notice. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class and representative action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Francisco (the "Court") has been reached between Plaintiffs Michelle Farthing, Jeremiah Burke, Andrea Hughes, and Jarvis Richmond ("Plaintiffs") and Defendant Milestone Technologies, Inc. ("Milestone"). The Court has not made any determination as the validity of the claims, but has preliminarily approved the Settlement finding that its terms are fair, adequate, and reasonable.

You may be entitled to receive money from this Settlement. You have received this Notice because you have been identified as a member of the Class ("Class Member"), which is defined as:

All individuals who were employed by Defendant in California, who were classified as hourly, non-exempt employees, and who worked as Screening Associates, Team Lead Screening Associates, or Shift Lead Screening Associates at any time from May 4, 2017 through June 25, 2022.

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

2. What is this lawsuit about?

On May 4, 2021, Plaintiffs Michelle Farthing, Jeremiah Burke, and Jarvis Richmond filed proposed Class Action Complaint in the Superior Court of the State of California, County of San Francisco, alleging the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to provide expense reimbursement, and failure to pay all wages due at the time of separation from employment. On May 3, 2021, Plaintiff Farthing filed a Representative Action Complaint asserting a single claim for civil penalties under the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Milestone denied and continues to deny all claims asserted in both the Class Action Complaint and Representative Action Complaint brought against it.

As part of the Settlement negotiated between Plaintiffs and Milestone, on May 4, 2021, Plaintiffs filed a First Amended Complaint consolidating the claims asserted in the Class Action Complaint and Representative Action Complaint and adding Plaintiff Hughes as a named plaintiff (the "Action"). As part of a separate individual settlement, Plaintiff Farthing will dismiss herself as a named plaintiff and class member from the Action and will not receive a service award.

No court has made a ruling on the merits of the claims alleged in the Action and there has been no trial on the merits relating to any of the claims referenced above. Milestone denies and disputes all such claims and asserts that it has no liability to any of the Plaintiffs or Class Members. Specifically, Milestone contends that Plaintiffs and the Class Members were properly compensated for all hours worked and were paid all wages owed under applicable law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Plaintiffs and Class Members received wage statements satisfying statutory requirements; Milestone reimbursed Plaintiffs and Class Members for all necessary business related expenses; timely paid all wages due, including at the time of separation; and therefore it is not liable for any of the damages or penalties claimed or that could be claimed in the Action. Further, Milestone contends that this Action cannot be maintained as a class or PAGA representative action.

The Court granted preliminary approval of the Settlement on October 12, 2022. At that time, the Court also preliminarily approved Plaintiffs Jeremiah Burke, Andrea Hughes, and Jarvis Richmond to serve as the Class Representatives, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Milestone has agreed to pay SIX HUNDRED THIRTY THOUSAND DOLLARS (\$630,000) (the "Gross Settlement Amount") to settle the claims asserted in the Action. The Gross Settlement Amount includes, amongst other things, the payment of Settlement Shares to Participating Class Members; Settlement Administration Expenses; Class Counsel Fees and Costs; Class Representative Service Payments, and the PAGA Payment. An explanation of these payments are provided below. The Gross Settlement Amount does not include any of Milestone's payroll taxes associated with the wage portion of Settlement Shares, which will be paid separately by Milestone.

Within thirty (30) days of the Effective Date, Milestone will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The "Effective Date" is the date the Judgment is entered, or if there are objections or

any appeal, the date the Judgment is no longer subject to appeal. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Deducted from the Gross Settlement Amount. The following proposed payments, subject to further Court approval, will be deducted from the Gross Settlement Amount before Settlement Shares are paid to Class Members who do not request exclusion ("Participating Class Members"):

- Settlement Administration Expenses. Payment to the Settlement Administrator, not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000), for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing requests for exclusion, receipt and distribution of written objections, distributing Settlement Shares and tax forms, distributing PAGA payments, and handling inquiries and uncashed checks.
- Class Counsel Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000) and an additional amount to reimburse Class Counsel for the actual litigation costs incurred by Plaintiffs in pursuit of the Action in an amount not to exceed TWENTY THOUSAND DOLLARS (\$20,000). Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without receiving any payment for their services) and has paid all litigation costs and expenses on behalf of Plaintiffs and Class Members. Accordingly, Class Counsel will request up to TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000) from the Gross Settlement Amount, subject to the Court's final approval.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed TEN THOUSAND DOLLARS (\$10,000) each to Plaintiffs Richmond, Burke, and Hughes for a total of THIRTY THOUSAND DOLLARS (\$30,000), or such lesser amount as may be approved by the Court, to compensate them for services on behalf of Class Members in initiating and prosecuting the Action, and for the risks they undertook. Plaintiffs Richmond, Burke, and Hughes will request THIRTY THOUSAND DOLLARS (\$30,000) for their services, but the amount they ultimately receive is subject to the Court's final approval.
- PAGA Payment. A payment of TWENTY THOUSAND DOLLARS (\$20,000) relating to the claim for penalties under the Private Attorney Generals Act ("PAGA"), FIFTEEN THOUSAND DOLLARS (\$15,000) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment") as required by law. The remaining FIVE THOUSAND DOLLARS (\$5,000) will be distributed proportionally to the Aggrieved Employees based on the amount of pay periods each worked during the period of May 4, 2020 through June 25, 2022 ("PAGA Period") "Aggrieved Employees" are all individuals who were employed by Milestone in California, classified as hourly, non-exempt employees, and who worked as Screening Associates, Team Lead Screening Associates, or Shift Lead Screening Associates at any time during the PAGA Period. The PAGA Payment will be allocated to all Aggrieved Employees regardless of whether they are a Participating Class Member.

Calculation of Payments to Participating Class Members. After all Court approved payments are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be approximately \$335,000, based upon the above proposed deductions. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated as follows: (i) First, the Net Settlement Amount shall be divided by the total number of weeks worked by all Participating Class Members during the Class Period to determine a dollar amount per week ("Weekly Rate"); (ii) then the number of work weeks worked by each Participating Class Member will be multiplied by the Weekly Rate to calculate their Settlement Share.

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

Tax Matters. Ten percent (10%) of each Participating Class Member's Settlement Share settles the claims of unpaid wages (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on

IRS Form W-2. Ninety percent (90%) of each Participating Class Member's Settlement Share settles claims for non-wage damages, interest, and penalties allegedly due to Participating Class Members (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and will not be subject to wage withholdings, and shall be reported on IRS Form 1099. Neither Class Counsel nor Milestone's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each individual are unique to him/her, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What rights are released under the Settlement?

Released Class Claims. Upon the Effective Date, Milestone and the Released Parties shall receive a release from the Participating Class Members of all Released Class Claims. The "Released Class Claims" (also "Class Release") are any and all federal, state, local and common law claims for unpaid wages and overtime compensation (including any claims based on working "off-the-clock" and any rounding policy), unpaid minimum wages, unpaid rest break premiums, unpaid meal period premiums, unreimbursed business expenses, waiting time penalties, wage statement penalties, any and all claims for civil penalties (including those asserted under PAGA) based on any of the facts alleged in the Action or claims that could have been alleged based upon the facts set forth in the operative complaint which occurred during the Class Period, which is from May 4, 2017 through June 25, 2022, and expressly excluding all other claims, including claims for vest benefits, wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and class claims outside of the Class Period.

Participating in the Settlement means that you cannot sue, continue to sue, or be part of any other lawsuit against Milestone or any other Released Party related to the Released Class Claims resolved by this Settlement. It also means that all the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date, the Released Parties shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor Code sections and applicable Wage Orders alleged in the operative complaint and/or the LWDA Notices submitted by Plaintiffs in the Action which occurred during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims exclude any PAGA claims outside the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class Settlement. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and worker's compensation, and claims outside of the PAGA Period.

5. How much will my payment be?

The estimate "Weekly Rate" is \$12.38. Milestone's records reflect that you worked «MERGED_WW_CALC» weeks as a non-exempt employee of Milestone in California during the Class Period.

Based on this information, your estimated Settlement Share is \$«MERGED_ClassEstSettAmnt_CALC».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than January 9, 2023.

6. How can I get a payment?

If you do nothing, you will receive a portion of the Settlement. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Simpluris (888) 232-0977.

The Court will hold a Final Approval Hearing on February 28, 2023, at 9:30 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed by the Settlement Administrator 30 days after the Effective Date of the settlement. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself (opt-out) from the Settlement. **If you opt-out, you will not receive a Settlement Share and you will not be bound by the Class Release.** However, Aggrieved Employees will still receive a portion of the PAGA Payment and will be subject to the PAGA Released Claims regardless of whether they opt-out of the Class Settlement.

To opt-out, you must mail a written, signed and dated "Election Not to Participate in Settlement" (the "Opt-Out") to the Settlement Administrator, by First Class Mail, postmarked no later than January 9, 2023. The Opt-Out must be timely sent to the Settlement Administrator and should state in substance: "I wish to be excluded from the Class in the *Farthing, et al. v. Milestone Technologies* lawsuit. I understand that if I ask to be excluded from the Class, I will not receive a settlement payment from the class settlement in this Action." The Opt-Out should state the Class Member's full name, address and telephone number as well as the name and number of the case (*Farthing v. Milestone Technologies*, Superior Court of the State of California, County of San Francisco, Case No. CGC-21-591251). The Opt-Out must be signed by you. No other person may Opt-Out for a living member of the Class.

The address for the Settlement Administrator is *Farthing v. Milestone Technologies, Inc., c/o Settlement Administrator*, P.O. Box 26170, Santa Ana, CA 92799. Opt-Outs that are postmarked after January 9, 2023, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

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

Any Class Member who has not Opted-Out and believes that the Settlement should not be finally approved by the Court may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and describe why the objector believes the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case (*Farthing v. Milestone Technologies*, Superior Court of the State of California, County of San Francisco, Case No. CGC-21-591251).

All written objections must be mailed to the Settlement Administrator at *Farthing v. Milestone Technologies, Inc., c/o Settlement Administrator*, P.O. Box 26170, Santa Ana, CA 92799, no later than January 9, 2023.

Alternatively, Class Members may also appear at the Final Approval Hearing on February 28, 2023 at 9:30 a.m. to make an oral objection without submitting a written objection. The hearing will likely be remote. Currently, appearances are conducted remotely via Zoom. To appear at the hearing, follow the instructions at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. Check the Court's website for the most current information. Class Counsel can assist you if you would like to appear at the hearing.

Those who Opt-Out cannot submit an objection. If the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

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

Counsel for Defendant:

Christopher A. Braham
Ariel L. Beverly
McDermott Will & Emery LLP
2049 Century Park East, Suite 3200
Los Angeles, CA 90067

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

The Court will hold a Final Approval Hearing at 9:30 a.m. on February 28, 2023, at the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, in Department 302 before Judge Richard Ulmer. At this hearing the Court will again consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement on the terms proposed by the parties and to determine the final amounts to be paid to Class Counsel for their attorneys' fees and costs; service payments to Plaintiffs Berke, Richmond, and Hughes; and settlement administration costs. If there are objections, the Court will consider them at the hearing.

This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. In addition, hearing dates are posted on the internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-21-591251.

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

You may call the Settlement Administrator at (888) 232-0977 or write to *Farthing v. Milestone Technologies, Inc.*, c/o Settlement Administrator, P.O. Box 26170, Santa Ana, CA 92799.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by contacting Class Counsel or by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Farthing et al. v. Milestone Technologies*. You may also get more details by examining the Court's file on the internet via the Case Query webpage for the California Superior Court for the County of San Francisco and entering the Case No. CGC-21-591251. If you wish to view the Court files in person, you go to the Clerk's Office at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The expiration date will be printed on the check. The Settlement Administrator shall pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the individual who did not cash their check. Funds can be claimed by such individuals by submitting a claim at claimit.ca.gov or by calling 800-992-4647.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	14626V2	Prepared By:	Michael Sutherland
Estimate Date:	3/28/2022	Direct Dial #:	321-223-5067
		Email:	Msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: Kyle Nordrehaug
Firm: Blumenthal Nordrehaug & Bhowmik
Email: kyle@bamlawca.com

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Milestone: Opt Out Settlement

Anticipated Total Cost:	\$15,399
Capped Fee*	\$15,000

Terms:

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate
- 2) Included is a 2021 Federal 1120 tax return to account for banking activity in 2021.

Total Possible Class Size:	1,300	Undeliverable Rate:	8%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	Yes	Redistribution:	No
Unclaimed Funds:	Escheat	State(s):	CA
		Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	8	\$1,000.00
Database Manager - Initial Data Analysis	\$140.00	8	\$1,120.00
		Total	\$2,120.00

Notification

Notice Packet 4/pg Notice - Double Sided - English			
Check Cashing Deadline Reminder			
Category	Unit Value	# of Units	Total
Mail Notice Packet	\$0.60	1,300	\$780.00
Postage	\$0.53	1,300	\$689.00
NCOA/CASS/LACS	\$165.00	1	\$165.00
Undeliverable Processing	\$0.25	104	\$26.00
Skip Trace RUM	\$1.00	104	\$104.00
Remail Notice Packet	\$1.00	88	\$88.40
Remail Postage	\$0.53	88	\$46.85
Reminder Post Card Check Cashing Deadline	\$0.30	351	\$105.30
Postage	\$0.35	351	\$122.85
Mailing Supervisor	\$50.00	2	\$100.00
		Total	\$2,227.40

Call Center

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	6	\$450.00



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Administration

Process Mail, Opt-Outs or Objections			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	4	\$500.00
Resolving Mismatched TINs	\$75.00	4	\$300.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	13	\$32.50
Opt Out Processing	\$1.50	13	\$19.50
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	4	\$500.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$1,402.00

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members, W2's/1099's, File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	6	\$840.00
Disbursement Manager - Data Validation	\$75.00	2	\$150.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$3.00	1300	\$3,900.00
Postage	\$0.53	1300	\$689.00
Process Returned Checks	\$0.50	13	\$6.50
Skip Trace Search Undeliverable Checks	\$5.00	13	\$65.00
Remail Checks (Includes Postage)	\$4.00	13	\$52.00
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee, 2022	\$1,000.00	1	\$1,000.00
Retssuing Checks/Mailing	\$5.00	13	\$65.00
Postage	\$0.58	13	\$7.54
Escheat management-State	\$300.00	1	\$300.00
Disbursement Manager	\$125.00	5	\$625.00
Total			\$9,050.04



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$600.00

Postage \$1,424.85

Total Case Costs

\$15,399.44