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Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

LEOPOLDO ORDAZ, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

METLANG LLC, a Delaware limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: BCV-20-102983

[Assigned for all purposes to the Hon.
Thomas S. Clark, Department 17]

**DECLARATION OF TAYLOR
MITZNER IN SUPPORT OF
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 5, 2022

Time: 8:30 a.m.

Dept.: 17

1 I, Taylor Mitzner, declare as follows:

2 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the
3 Court-appointed Class Action Settlement Administrator for *Leopoldo Ordaz v. Metlang LLC*. I
4 have personal knowledge of the facts stated herein and, if called upon to testify, I could and would
5 testify competently to such facts.

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

18 3. On March 30, 2022, Phoenix received a data file from Defense Counsel that
19 contained names, last known mailing addresses, Social Security numbers, and number of Wage
20 Statements received by each Class Member (“Class Data”) during the period from June 27, 2019
21 to February 11, 2021 (“Class Period”). The initial mailing list contained three hundred fifty-one
22 (351) Class Members who received a total of 11,841 Wage Statements during the Class Period.

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

27 5. On April 11, 2022, Phoenix mailed the Notice Packet via U.S. first class mail to
28 all three hundred fifty-one (351) Class Members on the Class List. A true and correct copy of the

1 mailed Notice Packet is attached hereto as **Exhibit A**.

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

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

10 8. The deadline for Class Members to submit a Request for Exclusion, Objection, or
11 dispute of weeks worked was May 26, 2022.

12 9. As of the date of this declaration, Phoenix has received one (1) Request for
13 Exclusion.

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

16 11. As of the date of this declaration, Phoenix has received zero (0) disputes from
17 Class Members regarding their number of Wage Statements.

18 12. There are three hundred fifty (350) Class Members, representing approximately
19 99.72% of the Class, who, having not requested exclusion, are deemed Participating Class
20 Members and have received a collective total of 11,758 Wage Statements during the Class Period.

21 13. The Net Settlement Amount of \$366,670.84 available to pay Participating Class
22 Members was determined by subtracting the requested Class Counsel attorneys' fees
23 (\$236,250.00), requested Class Counsel costs (\$9,829.16), requested Class Representative
24 Enhancement Payment (\$15,000.00), PAGA Allocation (\$40,000.00), and the requested
25 Settlement Administrator costs (\$7,250.00) from the Maximum Settlement Amount
26 (\$675,000.00).

27 14. Based upon the calculations stipulated in the Settlement, the highest Individual
28 Settlement Payment to be paid is approximately \$2,806.63, the lowest Individual Settlement

1 Payment to be paid is approximately \$31.18, while the average Individual Settlement Payment to
2 be paid is approximately \$1,047.63. All Individual Settlement Payments are considered interest
3 and penalties for tax purposes, and therefore will not be subject to any legally mandated
4 deductions.

5 15. Additionally, \$40,000.00 of the Maximum Settlement Amount has been
6 designated as the Private Attorneys General Act Allocation ("PAGA Amount"), of which 75%,
7 or \$30,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and
8 25%, or \$10,000.00, of which shall be paid to the Class Members regardless of whether they
9 requested exclusion from the settlement. The average PAGA Payment is \$28.49.

10 16. Phoenix's costs associated with the administration of this matter are \$7,250.00.
11 This includes all costs incurred to date, as well as estimated costs involved in completing the
12 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
13 **Exhibit B.**

14 I declare under penalty of perjury under the laws of California and the United States that
15 the foregoing is true and correct. Executed on July 5, 2022, at Anaheim, California.

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17  _____
18 Taylor Mitzner
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Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENTLeopoldo Ordaz v. Metlang, LLC.Kern County Superior Court of the State of California
Case No. BCV-20-102983*A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.*

IF YOU WERE EMPLOYED BY METLANG LLC (“DEFENDANT”) IN CALIFORNIA AT ANY TIME BETWEEN JUNE 27, 2019 THROUGH FEBRUARY 11, 2021, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Leopoldo Ordaz v. Metlang, LLC* Case No. BCV-20-102983 (the “Action”). The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement is scheduled to be held before the Hon. Thomas S. Clark on August 5, 2022, at 8:30 a.m. in Department 17, Superior Court of California County of Kern-Metropolitan Division, 1415 Truxtun Avenue, Bakersfield, California 93301, to determine whether the Settlement is fair, adequate, and reasonable. The date of the final approval hearing may change without further notice to the class. Class members should check the settlement website or the Court’s online docket, identified below, to confirm that the date has not changed. As a Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement. Your rights and options are listed below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING – GET MONEY	You need not take any action if you wish to receive your settlement payment. If you do nothing, you will be considered part of the Class and will automatically receive a settlement check for your share of the settlement as explained more fully below. In exchange for this settlement check, you will also give up rights to pursue any separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below. (See Section “ <i>What claims are being released by the proposed Settlement</i> ” for an explanation of the claims you are giving up).
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: MAY 26, 2022	You have the option to exclude yourself from this lawsuit. If you ask to be excluded, you will not receive a share of the settlement proceeds, but you keep any rights you may have to pursue your own separate legal action against Defendant for the same claims in the Action. If you choose to do so, you must exclude yourself, in writing, by following the instructions below. As a result, you will not receive any benefits under the Settlement.
OBJECT TO THE SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: MAY 26, 2022	If you do not agree with the settlement, you can object to the settlement according to the instructions below. The Court may or may not agree with your objection. If the Court does not agree with your objection, you will still be bound by the terms of the settlement and will still receive a settlement payment. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request to be Excluded if you wish to object. Written objections must be submitted by MAY 26, 2022.

Who is affected by this proposed Settlement?

The Court has certified the following class for purposes of the Settlement (the “Class”):

Any and all current and former employees of Defendant in California who were paid wages at any time from June 27, 2019 through February 11, 2021 (the “Class Period”).

According to Defendant’s records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, Plaintiff Leopoldo Ordaz (“Plaintiff”) alleged on behalf of Plaintiff and the Class that Defendant failed to provide accurate itemized wage statements that identified the pay period start and/or end dates in violation of the California Labor Code. Based thereon, Plaintiff brought class and representative claims for (1) violation of California Labor Code § 226(a), and (2) violation of the Private Attorneys’ General Act, California Labor Code § 2698, *et seq.* (the “PAGA”). In this Action, Plaintiff seeks penalties, attorneys’ fees, and costs.

Metlang LLC denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Metlang LLC contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Metlang LLC (the “Parties”), through their attorneys, and is not an admission of liability on the part of Metlang LLC. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Metlang LLC’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Larry W. Lee (Bar #228175)
lwlee@diversitylaw.com
Kwanporn “Mai” Tulyathan (Bar #316704)
ktulyathan@diversitylaw.com
DIVERSITY LAW GROUP, APC
515 Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Defendant’s Counsel

Anthony Oceguela (Bar #259117)
Anthony.Oceguela@lewisbrisbois.com
Emily Gifford (Bar #335035)
Emily.Gifford@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD &
SMITH LLP
2020 W. El Camino Ave, Ste. 700
Sacramento, CA 95833
Telephone: (916) 564-5400
Facsimile: (916) 564-5444

What are the Settlement terms?

Subject to final Court approval, Metlang LLC will pay \$675,000.00 (the “Maximum Settlement Amount”) for: (a) Individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Service Payment to Plaintiff; (c) the Court-approved attorneys’ fees and costs to Class Counsel; and (d) payment to the Settlement Administrator for settlement administration services.

Individual Settlement Payments. After deduction from the Maximum Settlement Amount for attorneys’ fees and costs, the Class Representative Service Payment to Plaintiff, PAGA Penalties paid to the California Labor and Workforce Development Agency, and settlement administration costs, there will be a Net Settlement Amount. From this Net Settlement Amount, Class Members who do not request to be excluded from the Settlement (“Participating Class Members”) will receive payment for their Individual Settlement Amount as part of this Settlement.

The Net Settlement Amount shall be divided among all Participating Class Members on a pro rata basis, based upon the total number of weeks each respective Participating Class Member worked for Metlang LLC during the Class Period.

Based on Metlang LLC’s records, you worked a total of «Total_Wage_Statements» weeks during the Class Period. Based on that number of weeks worked, your Individual Settlement Amount is estimated to be «Est_Set_Amt».

REMINDER: If you believe your estimated Individual Settlement Amount listed above is incorrect because the number of total weeks you worked with Metlang LLC within the Class Period is wrong, the deadline to dispute the weeks reported for you is **May 26, 2022**.

For tax reporting purposes, the Individual Settlement Payments shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC.

Participating Class Members will have one hundred and eighty (180) days from the date of the checks' issuance to cash the settlement checks. Any Individual Settlement Amount that is not cashed by a Participating Class Member within one hundred and eighty (180) days of issuance shall be voided. The funds from the uncashed settlement checks to Participating Class Members will then be distributed to Legal Aid At Work, a nonprofit organization that offers free legal services to low-income communities. In such event, the Participating Class Member shall nevertheless remain bound by the Settlement.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

As part of the Settlement, Class Counsel will ask the Court to award attorneys' fees of up to \$236,250.00, and for reimbursement of reasonable costs incurred in connection with prosecution and litigation of the Action not to exceed \$25,000.00. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payment of up to \$15,000.00 for efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$7,250.00.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Settlement, each Class Member who has not submitted a valid and timely request for exclusion, will release the following "Released Claims" against the "Released Parties" as follows:

"Released Claims" by Class Members. All claims that were or could have been alleged based on the facts and allegations in the Complaint, including failure to provide accurate wage statements pursuant to Labor Code section 226 that accrued during the Class Period and for claims for civil penalties under Labor Code section 2698 et seq. (Violation of the Private Attorneys General Act) that accrued during the PAGA Period.

Identity of Released Parties. Defendant, each of its respective parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, agents (including without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees) predecessors, successors, and assigns. (collectively "Metlang Releasees").

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) do nothing and remain in the Class and receive an Individual Settlement Amount; or (B) exclude yourself from the Settlement. If you choose option (A), you also have the right to object to the Settlement if you do not agree with it, as explained below.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment under the Settlement, **you do not need to take any action.** All you need to do is to keep the Settlement Administrator informed of any address changes. If you move, you must notify the Settlement Administrator of your new address. You will automatically receive a settlement payment check for your share of the settlement. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you may object to the settlement or express any concerns. To object, you can submit a written statement of objection to the Settlement Administrator at the following address: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. In order to be valid, the written objection must contain the following information: (1) your full name; (2) the case name and number of the Action - *Leopoldo Ordaz v. Metlang, LLC., Class Action*, Kern County Superior Court, Case No. BCV-20-102983; (3) the reason for the objection; (4) your signature and date; and (5) be postmarked on or before **May 26, 2022**. If you have any copies of papers, briefs, or documents upon which your objection is based, you can submit those documents along with your written objection. The Court may or may not agree with your objection. **Even if you object, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request to Be Excluded from the Settlement and Receive No Money from the Settlement. If you do not want to be part of the Settlement, you must mail a letter to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, stating that you want to be excluded from the Settlement. In order to be valid, your Request for Exclusion from the Settlement must include: (1) your full name and signature; (2) your address and telephone number; and (3) a statement that you want to be excluded from the *Leopoldo Ordaz v. Metlang, LLC Settlement*. Your Request for Exclusion must be postmarked on or before **May 26, 2022**.

If you do not submit a Request for Exclusion to the Settlement Administrator on time (as evidenced by the postmark) and with the required information, your Request will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a valid and timely Request for Exclusion by the deadline above, you will have no further role in the Action. **You will not be entitled to receive any settlement payment check**, as a result of the Action and Settlement. You will not be able to complain to the Court or object to the Court about any aspect of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness, and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representative Service Payment to Plaintiff, and the settlement administration costs on August 5, 2022, at 8:30 a.m. in Department 17 of Superior Court of California County of Kern Metropolitan Division, 1415 Truxtun Avenue, Bakersfield, California 93301. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an individual Settlement Payment. Any Class Members who wish to intervene in the Settlement must appear by counsel at their own expense.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator for this case for a period of at least 90 days following the entry of that Order in the Court record. That website is: <http://www.phoenixclassaction.com/>.

How can I get additional information?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may obtain the Settlement Agreement, titled "Joint Stipulation of Class Action Settlement and Release" by contacting class counsel at 213-488-6555; by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records system at <https://odyprodportal.kern.courts.ca.gov/PORTALPROD/Home/Dashboard/29>, enter the case number (BCV-20-102983) as prompted and click "Submit;" or by visiting the office of the Clerk of the Superior Court of California County of Kern- Metropolitan Division, 1415 Truxtun Avenue, Bakersfield, California 933012, between 8:00 a.m. and 4:00 p.m., Monday through Thursday, and between 8:00am and 12:00 pm on Friday, excluding Court holidays.

**PLEASE DO NOT CONTACT THE COURT FOR
INFORMATION REGARDING THIS SETTLEMENT.**

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	345
Opt Out Rate	0%
Opt Outs Received	1
Total Class Claimants	344
Subtotal Admin Only	\$7,332.24

TOTAL COSTS	\$7,250.00
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July 5, 2022

Case: Ordaz v. Metlang LLC Opt-Out Administration

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$126.44	1	\$126.44
Call Center & Long Distance	\$2.00	35	\$69.00
NCOA (USPS)	\$0.30	345	\$103.50
		Total	\$698.94

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.30	345	\$103.50
Notice Packet & Opt-Out Form	\$1.25	345	\$431.25
Estimated Postage (up to 1 oz.)	\$0.56	345	\$193.20
		Total	\$927.95

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.50	9	\$13.50
Remail Notice Packets	\$1.25	9	\$11.25
Estimated Postage	\$0.56	9	\$5.04
Programing Undeliverables	\$50.00	1	\$50.00
		Total	\$244.79

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$50.00	2	\$100.00
Opt-Outs/Deficiency/Dispute Letters	\$8.50	0	\$0.00
Case Manager	\$85.00	3	\$255.00
		Total	\$780.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	2	\$200.00
Programming Manager	\$100.00	2	\$200.00
QSF Fees, Bank Account & EIN	\$50.00	3	\$150.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.50	344	\$516.00
Estimated Postage Checks, W2 and 1099	\$0.56	344	\$192.64
Total			\$1,858.64

* 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	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	28	\$41.28
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$80.00	2	\$160.00
Final Reporting & Declarations	\$100.00	1	\$100.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	14	\$20.64
Uncashed Check QSF Tax Filing	\$100.00	3	\$300.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,250.00	1	\$1,250.00
Total			\$2,821.92

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

Total: \$7,332.24