

Howard L. Magee (State Bar No. 185199)
Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

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

JEANETTE OSMAN-BRAVARD, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

PLACER TITLE COMPANY, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CU21-085315

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

Date: May 19, 2023
Time: 10:00 a.m.
Dept.: 6

Complaint Filed: March 19, 2021
FAC Filed: March 26, 2021

1 4. On February 2, 2023, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On March 1, 2023, Phoenix mailed the Notice via U.S. first class mail to all two
6 hundred fifty-four (254) Class Members on the Class List. A true and correct copy of the mailed
7 Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, three (3) Notices have been returned to Phoenix.
9 None were returned with a forwarding address. For the three (3) Notices returned from the Post
10 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
11 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
12 Of the three (3) Notices that were skip traced, three (3) updated addresses were obtained and the
13 Notice was promptly re-mailed to those Class Members via first class mail.

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

15 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
16 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
17 April 15, 2023.

18 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
19 from Class Members. The deadline for objecting to the Class Settlement was April 15, 2023.

20 10. As of the date of this declaration, Phoenix has received zero (0) Class Count disputes
21 from Class Members. The deadline for submitting a dispute was April 15, 2023.

22 11. There are two hundred fifty-four (254) Class Members who did not submit timely
23 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
24 100% of the Class.

25 12. The Escalator Clause of the Settlement Agreement indicates if the total number of
26 Class Members exceeds two hundred sixty (260), then the Gross Settlement Amount shall be
27
28

1 increased by 1/260th per employee. Since the total number of Class Members did not exceed this
2 amount, the Escalator Clause was not triggered.

3 13. The Net Settlement Amount of \$243,236.43 available to pay Settlement Class
4 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$139,166.67),
5 and Class Counsel costs (\$5,596.90), requested Enhancement Payment to Plaintiff Jeanette Osman-
6 Bravard (\$7,500.00), the LWDA Payment (\$15,000.00), and the requested Settlement
7 Administration Costs (\$7,000.00) from the Gross Settlement Amount (\$417,500.00).

8 14. Based upon the calculations stipulated in the Settlement, the highest Individual
9 Settlement Share to be paid is approximately \$5,793.39, the lowest Individual Settlement Share to
10 be paid is approximately \$2.47, while the average Individual Settlement Share to be paid is
11 approximately \$957.62. Settlement Class Members will be issued payment of their Individual
12 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
13 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
14 Settlement Payment").

15 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
16 addition to the Gross Settlement Amount.

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

20
21 I declare under penalty of perjury of the laws of the State of California that the foregoing is
22 true and correct.

23 Executed this 25th day of April 2023, at Orange, California.

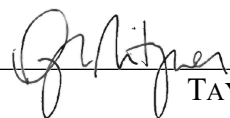
24
25 
26 TAYLOR MITZNER

Exhibit A

Jeanette Osman-Bravard v. Placer Title Company
Superior Court of the State of California, County of Nevada
Case No.: CU21-085315

If you are a current or former non-exempt employee of Placer Title Company (“Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT PAYMENT AMOUNT FROM THIS CLASS ACTION SETTLEMENT IS «Est_Set_Amt».

According to Defendant’s records, the total number of dollars of combined Notary Fees and Overtime Payments you earned between September 22, 2016, through July 1, 2022, is «Total_Compensation». Based on this number, your Individual Settlement Payment Amount as a member of the Class is estimated to be «Est_Set_Amt».

- This lawsuit involves a class defined as: All current and former non-exempt employees of Defendant in the State of California who received overtime pay and notary fees from Defendant in the same pay period, at any time from September 22, 2016, through July 1, 2022.
- You are receiving this Notice because the records reflect that you may be a class member.
- In this lawsuit, Plaintiff Jeanette Osman-Bravard (“Plaintiff”) brings class and representative claims against Defendant for violations of California Labor Code §§ 201-203, 226(a), 510, 558, 1194, and 2698, *et seq.*, and California Business & Professions Code § 17200 (referred to as “Class and PAGA Claims” in this Notice). Specifically, Plaintiff alleges that she and other employees failed to receive proper overtime pay when notary fees were paid from Defendant in the same pay period. In addition, Plaintiff also alleges that Defendant failed to issue accurate itemized wage statements whenever overtime wages and notary fees were paid. Defendant denies Plaintiff’s allegations.
- After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties have reached a tentative settlement as to the Class and PAGA Claims, and the Court has preliminarily approved it. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Defendant’s defenses.
- You will not be penalized or retaliated against by Defendant for participating in this settlement. If you are currently employed by Defendant, this settlement will not affect your employment in any way.
- You have several options available to you, which are explained in the chart below:

DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendant separately for the same Class and PAGA Claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
ASK TO BE EXCLUDED (OPT OUT) (Deadline: April 15, 2023)	If you ask to be excluded from the settlement, you will get no payment from the settlement , but you will keep any rights to sue Defendant separately for the same Class and PAGA Claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> still get a settlement payment.
OBJECT (Deadline: April 15, 2023)	If you do not believe the settlement is fair, reasonable, or adequate, you can send a written objection to the Settlement Administrator by the deadline to have your objection heard by the Court. If your objection is overruled by the Court, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

Your options are explained in this notice.
To opt out or object, you must act by April 15, 2023.

1. Why did I get this notice?

A proposed settlement as to the Class and PAGA Claims has been reached in this lawsuit that was brought on behalf of Defendant's non-exempt employees. You have received this notice because Defendant's records indicate that you are a member of the settlement class.

2. What is this lawsuit about?

This lawsuit was filed on March 19, 2021, on behalf of all current and former non-exempt employees of Defendant in the State of California who were paid overtime and non-discretionary incentives, including without limitation, commission wages and "Notary Comm" wages in the same pay period, during the Class Period. "Class Period" is defined as the period from September 22, 2016, through July 1, 2022. The operative complaint alleges class and representative Private Attorney General Act ("PAGA") claims against Defendant for failure to pay overtime wages at the correct regular rate of pay in violation of California Labor Code §§ 201-203, 510, 558, and 1194, failure to provide accurate itemized wage statements in violation of California Labor Code § 226(a), engaging in unfair business practices in violation of California Business & Professions Code § 17200, *et seq.*

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's Class and PAGA Claims or Defendant's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, and the consumption of time and resources required in connection with further litigation. Although Defendant disputes Plaintiff's Class and PAGA Claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be expensive and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$417,500.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$139,166.67
- Litigation Costs: \$15,000.00
- Settlement Administration Costs to the Settlement Administrator: \$7,000.00
- Class Representative Service Award to Class Representative: \$7,500.00, for prosecuting the Class and PAGA Claims in this lawsuit on behalf of other employees and for providing a general release of all claims
- Payment to the Labor and Workforce Development Agency ("LWDA"): \$15,000.00, representing its share of the settlement payment for the PAGA claims made in this lawsuit, pursuant to the California Labor Code § 2699.

After these deductions, and to the extent that the Court approves these amounts in full, approximately \$233,833.33 is estimated to be available for payment to the Class Members receiving this notice ("Net Settlement Amount"). These amounts may change and are subject to Court approval.

Each class member's Individual Settlement Payment shall be determined as follows:

- The Net Settlement Amount will be apportioned among Class Members based on the total number of dollars of combined Notary Fees and Overtime Payments earned by a Class Member during the Class Period.

All Individual Settlement Payments will be treated as follows: 20% as payment for wages (subject to withholding of employment taxes and to be reported on IRS Forms W-2), and 80% as penalties and interest (not subject to withholding of employment taxes and to be reported on IRS Forms 1099).

According to Defendant's records, the total number of the total number of dollars of combined Notary Fees and Overtime Payments earned by you during the Class Period and your estimated Individual Settlement Payment from the class settlement are identified on the first page of this Notice. If you disagree with the information and would like someone to look into the matter, please follow the procedure below.

6. What if I disagree with information or the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods you were paid overtime and non-discretionary remuneration in the same pay period, you can provide documentation or explanation to the Settlement Administrator to show contrary information. You can write a letter setting forth the number of pay periods that you believe are correct. You may attach any relevant documentation in support thereof. You must mail or fax your letter to:

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

You must submit such information by April 15, 2023. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. The Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute, and that determination shall be binding.

7. What do I have to do to receive a share of the settlement?

If you would like to receive an award under the terms of this settlement, **you do not have to do anything**. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will release by doing nothing and participating in the settlement are as follows:

Any claims as pled and alleged in the operative complaint and derivative claims related thereto arising from the facts as alleged in the operative complaint, including:

Any and all claims for failure to pay overtime wages at the regular rate of pay pursuant to Labor Code §§ 201-203, 510, 558, and 1194, that accrued during the Class Period;

- a. Any and all claims for inaccurate wage statements pursuant to Labor Code § 226, that accrued during the Class Period; and
- b. Any and all claims for civil penalties under the PAGA predicated on the failure to pay overtime wages at the regular rate of pay and failure to provide accurate wage statements pursuant to Labor Code §§ 201-203, 226, 510, 558, and 1194, that accrued during the Class Period.
- c. Any and all claims based on alleged unfair business practices in violation of the California Labor Code, the UCL, and the applicable IWC Wage Orders which are premised on violations of Labor Code §§ 201-203, 510, 558, and 1194, that accrued during the Class Period.
- d. Any and all claims asserted in the Complaint against Defendant in the Superior Court of California, County of Nevada, Case Number CU-085315 for which class certification was requested in the Complaint.

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself ("opt out") by completing, signing, and mailing/faxing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, Phoenix Settlement Administrators, at the following address by April 15, 2023.

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

Your letter must include (1) your name, address, and telephone number; (2) a statement indicating that you wish to be excluded from the settlement; and (3) your signature. Your letter must be returned to the Settlement Administrator, postmarked or fax stamped on or before April 15, 2023.

If your Request for Exclusion is postmarked or fax stamped after April 15, 2023, it will be rejected as untimely, and you will be a Settlement Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Settlement Class Member and will not receive any payment as part of this settlement. Such individuals will keep any right to sue Defendant separately for the same Class and PAGA Claims made in this lawsuit.

10. What if I have an objection?

If you believe that the settlement for the Class and PAGA Claims is not fair, reasonable, or adequate, you may submit an objection to the settlement in writing. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator by mail or fax no later than April 15, 2023. The Court will decide on the objections at the Final Approval Hearing. If your objection is overruled at the Final Approval Hearing, you will still be bound by the terms of this settlement and will receive a settlement payment.

For written objections to be valid, it must contain (1) your name, address, and phone number; (2) written basis of your objection, and (3) your signature. You may include copies of any papers, briefs, or documents upon which the objection is based. The written objection must be returned to the Settlement Administrator and postmarked or fax stamped on or before April 15, 2023. The postmark or fax stamp date shall be the exclusive means for determining that a written objection is timely and valid.

Class Members who submit a valid and timely written objection will have the right to appear at the final approval hearing to have their objection heard by the Court, at their own expense. Any Class Member who does not submit a written objection pursuant to the instructions in this Section will be deemed to have waived his or her objection, and will be precluded from making any objections to the settlement.

Any attorney who will represent an individual objecting to this Settlement who has filed a written objection must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than April 15, 2023. The Final Approval Hearing will be held in Dept. 6 of the Nevada County Superior Court, located at 201 Church Street, Nevada City, California 95959 on May 19, 2023, at 10:00 a.m. (Pacific Time).

11. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel:

Howard L. Magee (State Bar No. 185199)
Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
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(831) 634-0333 facsimile

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 6 of the Nevada County Superior Court, located at 201 Church Street, Nevada City, California 95959 on May 19, 2023, at 10:00 a.m. (Pacific Time), to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's service award, and the costs of settlement administration. You have a right to attend this hearing, **but you are not required to do so**. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This Notice is a summary of the basic terms of the settlement of the Class and PAGA Claims. For further information, you may telephone the Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773, or Class Counsel (listed above). You may also review the settlement agreement, which is on file with the Clerk of the Nevada Superior Court, 201 Church Street, Nevada City, California 95959.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S ATTORNEYS: Larry W. Lee, Howard L. Magee, and Mai Tulyathan of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555; and William L. Marder of Polaris Law Group LLP, 501 San Benito Street, Suite 200, Hollister, CA 95023, Phone: (831) 531-4214.

Please do not telephone the Court, the Office of the Clerk, or Defendant's counsel for information regarding this settlement.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	254
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	254
Subtotal Admin Only	\$7,087.23

Invoice

\$7,000.00

April 26, 2023

Case: Osman-Bravard v. Placer Title Company Opt-Out

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*	\$84.42	1	\$84.42
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$25.00	1	\$25.00
Total			\$541.42

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	254	\$63.50
Notice Packet & Opt-Out Form	\$2.00	254	\$508.00
Estimated Postage (up to 2 oz.)*	\$0.81	254	\$205.74
Static Website	\$250.00	1	\$250.00
Total			\$1,277.24

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	\$2.00	3	\$6.00
Remail Notice Packets	\$2.00	3	\$6.00
Estimated Postage	\$0.81	3	\$2.43
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$279.43

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	3	\$405.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	3	\$255.00
		Total	\$1,000.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$2.00	254	\$508.00
Estimated Postage	\$0.61	254	\$154.94
		Total	\$1,842.94

* 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	\$100.00	2	\$200.00
Remail Undeliverable Checks (Postage Included)	\$1.50	51	\$76.20
Case Associate	\$50.00	3	\$150.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$125.00	1	\$125.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$725.00	1	\$725.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office	\$300.00	1	\$300.00
Estimated N/A Total Class Members			
		Total	\$2,146.20

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

Total: \$7,087.23