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10 Attorneys for Plaintiffs
11 MICHAEL HARRINGTON and BRANDON OLDHAM

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ALAMEDA**

14 MICHAEL HARRINGTON and BRANDON
15 OLDHAM, on behalf of themselves, and all
16 others similarly situated, and all aggrieved
17 employees,

18 Plaintiffs,

19 v.

20 CREATIVE SECURITY COMPANY, INC.;
21 and DOES 1 through 50, inclusive,

22 Defendants.

Case No: RG21095377

CLASS & REPRESENTATIVE ACTION

*Assigned for All Purposes to the Honorable
Brad Seligman, Dept. 23*

**DECLARATION OF TAYLOR MITZNER
REGARDING SETTLEMENT NOTICE
ADMINISTRATION**

Date: February 14, 2023

Time: 3:00 p.m.

Dept. 23

Judge: The Hon. Brad Seligman

Complaint Filed: April 9, 2021

FAC Filed: May 18, 2021

Reservation No: A-21095377-001

Reservation No: A-21095377-002

1 Period. The final mailing list contained 741 individuals identified as Class Members. All Aggrieved
2 Employees are also Class Members.

3 4. On November 18, 2022, Phoenix conducted a National Change of Address
4 (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A
5 search of this database provides updated addresses for any individual who has moved in the previous
6 four (4) years and notified the U.S. Postal Service of their change of address.

7 5. On November 21, 2022, Phoenix mailed the Notice via U.S. first class mail to all
8 741 Class Members. A true and correct exemplar of the mailed Notice is attached hereto as **Exhibit**
9 **A.**

10 6. As of the date of this declaration, 50 Notices have been returned to Phoenix. None
11 were returned with a forwarding address. For the 50 returned Notices Phoenix attempted to locate
12 a current mailing address using TransUnion TLOxp, one of the most comprehensive address
13 databases available for skip tracing. Of the 50 Notices that were skip traced, 40 updated addresses
14 were obtained and the Notice was promptly re-mailed to those 40 Class Members via first class
15 mail.

16 7. As of the date of this declaration, 10 Notices remain undeliverable; a 99% success
17 mailing rate.

18 8. The deadline to request exclusion from the Amended Settlement was January 5,
19 2023. As of the date of this declaration, Phoenix has received zero Requests for Exclusion from
20 Class Members.

21 9. The deadline for objecting to the Amended Settlement was January 5, 2023. As of
22 the date of this declaration, Phoenix has received zero Notices of Objection from Class Members.

23 10. The deadline for submitting a dispute was January 5, 2023. As of the date of this
24 declaration, Phoenix has received zero Workweek disputes from Class Members.

25 11. All 741 Class Members will receive settlement payments. Those 741 Settlement
26 Class Members worked a collective total of 36,766 Qualified Weeks during the Class Period.

27 12. The Escalator Clause of the Amended Settlement Agreement provides that if the total
28 Qualified Weeks exceed 40,000, Defendant will increase Net Settlement Amount at the rate at

1 \$10.00 per additional week worked beyond that cap. Since the total number of Qualified Weeks
2 did not exceed the cap specified in the Amended Settlement Agreement, the Escalator Clause was
3 not triggered.

4 13. The estimated Net Settlement Amount of \$300,500.00 available to pay Settlement
5 Class Members was determined by subtracting from the \$510,000.00 Maximum Settlement Amount
6 the amounts allocated to Class Counsel attorneys' fees (\$159,194.56) and costs (\$11,305.44), the
7 Class Representative Incentive Awards/General Release Payments (totaling \$10,000.00), the PAGA
8 Amount (\$20,000.00), and the Settlement Administration Costs (\$9,000.00).

9 14. Based upon the calculations stipulated in the Amended Settlement, the highest gross
10 Individual Settlement Share to be paid is approximately \$2,921.14, the lowest gross Individual
11 Settlement Share to be paid is approximately \$25.00, and the average gross Individual Settlement
12 Share to be paid is approximately \$405.53.

13 15. \$20,000.00 of the Gross Settlement Amount has been allocated toward PAGA
14 penalties, of which 75%, or \$15,000.00, shall be paid to the Labor and Workforce Development
15 Agency ("LWDA"), and 25%, or \$5,000.00, which shall be paid to all 365 Aggrieved Employees.
16 The highest Individual PAGA Payment is approximately \$28.18 and the average Individual PAGA
17 Payment is approximately \$13.70.

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

20 17. Phoenix's costs associated with the administration of this matter are \$9,000.00. This
21 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
22 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

26 Executed this 26th day of January 2023, at Orange, California.

27
28 
TAYLOR MITZNER

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

This class action settlement will affect your rights if you worked as an hourly security guard or mobile patrol employee for Creative Security Company, Inc. in California at any time during the period from and including April 9, 2017 through January 6, 2022.

- Former employees Michael Harrington and Brandon Oldham (“Class Representatives” or “Plaintiffs”) sued Creative Security Company, Inc. (“CSC” or “Defendant”) on behalf of themselves and certain current and former CSC security guards and mobile patrol employees in California and has alleged that Defendant violated the California Labor Code and the California Unfair Competition Law.
- The complaint also alleges that Plaintiff Harrington is entitled to recover civil penalties for himself and other aggrieved employees under the California Private Attorneys General Act of 2004 (“PAGA”).
- Plaintiffs and Defendant have entered a settlement agreement (“Settlement”) that settles the claims of the Class Representatives, the Class claims, and the PAGA claims. The Court has preliminarily approved the Settlement.
- If you worked for CSC as an hourly security guard or mobile patrol employee at any time during the period from and including April 9, 2017 through January 6, 2022, you may be considered a putative class member (“Class Member”). Because you qualify as a Class Member, you could receive money from the Settlement.
- If you worked for CSC as an hourly security guard or mobile patrol employee at any time during the period from and including March 12, 2020 through January 6, 2022, you may be considered an “Aggrieved Employee” under PAGA. If you qualify as an Aggrieved Employee, you will receive money from the Settlement of the PAGA claim. (In this Settlement, all Aggrieved Employees are also Class Members.)
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

WHAT ARE YOUR OPTIONS?

DO NOTHING	If you do nothing, you will receive a Settlement payment. In exchange for this payment, you will give up any rights to sue for the same class claims that were part of this Settlement.
EXCLUDE YOURSELF	Give up all benefits, including money, from the Class Settlement. Retain all rights you may have against CSC, as explained below.
OBJECT	Write to the Court about why you don't agree with the Class Settlement. The Court may or may not agree with your objection. If the Court approves the Class Settlement, you will receive a Class Settlement payment.
HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT?	Based on CSC's records, your Individual Settlement Payment is estimated to be «ESA_Before_Paga». This is based on your total Qualified Weeks during the Class Period: «Total_Weeks».
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on CSC's records, your Individual PAGA Payment is estimated to be «PAGA_Amount». This is based on your total Qualified Pay Periods during the PAGA Period: «Total_Weeks».

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. If the Court approves the Settlement and after any appeals are resolved, payments will be made to (a) Settlement Class Members who do not opt out of the Class Settlement; and (b) all Aggrieved Employees.

WHY AM I RECEIVING THIS NOTICE?

CSC's records show that you worked for CSC as an hourly security guard or mobile patrol employee in California during the period from and including April 9, 2017 through January 6, 2022. You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to grant

final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs Michael Harrington and Brandon Oldham filed a Second Amended Complaint on September 30, 2022, on behalf of themselves and other hourly security guards and mobile patrol employees who worked for Defendant in California during the Class Period, April 9, 2017 through January 6, 2022, inclusive. The Second Amended Complaint alleges causes of action against Defendant on a class basis for: (1) unfair business practices; (2) failure to provide meal periods; (3) failure to provide rest breaks; (3) failure to pay all wages due; (4) failure to provide accurate wage statements; and (6) waiting time penalties. The complaint also alleges claims under the California Private Attorneys General Act of 2004 ("PAGA").

DO I HAVE AN ATTORNEY?

You do not need to hire your own attorney. You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

WHAT IS THE CASE STATUS?

CSC denies all of Plaintiff's allegations, or that it violated any law, and contends that at all times it complied with federal, state, and local laws. The settlement is not an admission by CSC of any wrongdoing or an indication that any law was violated.

The Court did not decide in favor of Plaintiffs or Defendant. Nor has it decided whether this case could proceed as a class action.

Instead of going through class certification or to trial, after a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement. The class claims were settled because Class Counsel and the Class Representatives believe that the terms of the Settlement, which include monetary benefits, are fair and reasonable in light of the strength and weaknesses of the claims and other factors.

WHO IS IN THE CLASS?

You are part of the Settlement if you are a member of the Class, which includes all individuals who worked for CSC as hourly security guards or mobile patrol employees in California during the period from and including April 9, 2017 through January 6, 2022.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of claims against it and final judgment on the lawsuit, Defendant will pay \$510,000 plus the employer's share of payroll taxes ("Maximum Settlement Amount"), which includes all payments contemplated by the Settlement, including all payments to Class Members, a service award to Plaintiffs, Class Counsel's attorneys' fees and costs, employee-side taxes, a payment to the California Labor and Workforce Development Agency ("LWDA") as part of the settlement of the PAGA claim, all payments to Aggrieved Employees, and settlement administration costs. The "Net Settlement Amount" is the amount remaining after deduction of Class Counsel's attorneys' fees and costs, the service awards to Plaintiffs, the PAGA Payment, and the settlement administration costs, all of which will be distributed to Class Members who do not opt out.

Subject to Court approval, the Maximum Settlement Amount will be allocated at follows:

- **Individual Settlement Payments:** Class Members who do not opt out are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is estimated to be approximately \$300,500. Your estimated gross Individual Settlement Payment from the Net Settlement Amount is listed on the first page of this Notice.
- **Class Representative Service Awards:** Plaintiffs will request from the Court an award of \$7,500 for Plaintiff Harrington and \$2,500 for Plaintiff Oldham in recognition of their efforts and risks in assisting with the prosecution of the Action and in return for executing a General Release of claims against Defendant. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- **Class Counsel Award:** Class Counsel will request that the Court approve approximately 32.% of the Maximum Settlement Amount (\$167,500 of the \$510,000 settlement) as attorneys' fees for litigation and resolution of this Action and actual costs and expenses (estimated not to exceed \$12,000), as supported by declaration. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- **Settlement Administration:** The cost of settlement administration shall not exceed \$12,000, which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, and reporting to the parties and the Court.
- All checks issued to Class Members shall remain valid and negotiable for 90 calendar days after the date of their issuance. Any undeliverable or uncashed checks will then be voided and sent to the Katherine and George Alexander Community Law Center.
- The \$20,000 PAGA Payment is required by law to be split 75% to the LWDA and 25% to the Aggrieved Employees. Therefore, \$15,000 will be distributed to the LWDA and \$5,000 will be distributed to Aggrieved Employees. If you qualify as an Aggrieved Employee, your estimated Individual PAGA Payment is listed on the first page of this Notice.

WHAT CAN I RECEIVE FROM THE SETTLEMENT?

If you do not opt out of the Settlement, you will automatically receive your share of the Net Settlement Fund after the Court approves the Settlement. Your estimated share, that is your estimated gross Individual Settlement Payment, and your total Qualified Weeks from CSC's records used to calculate it, are listed on the first page of this Notice. One-third of the Individual Settlement Payment will be designated as wages for which an IRS Form W-2 will issue, and two-thirds will be designated as penalties and interest, for which an IRS Form 1099 may issue.

HOW IS MY PORTION OF THE CLASS SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Weeks, which is the total number of weeks that you worked as an hourly security guard or mobile patrol employee in California (based on CSC's records) during the Class Period (April 9, 2017 through January 6, 2022, inclusive). Your Qualified Weeks will be divided by the total number of Qualified Weeks for all Settlement Class Members, resulting in your Payment Ratio. The Payment Ratio then will be multiplied by the Net Settlement Amount to determine your gross Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.

Depending on job assignments, Class Members worked either 5-day/40-hour weeks or 4-day/40-hour weeks. For calculation purposes, one 5-day/40-hour week shall be the equivalent of one "Qualified Week" and one 4-day/40-hour week shall be the equivalent of 1.5 "Qualified Weeks." By way of example, 10 5-day/40-hour weeks would be counted as 10 Qualified Weeks and 10 4-day/40-hour work weeks would be counted as 15 Qualified Weeks.

Your Individual Settlement Payment may vary from the estimated payment listed on this form if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representatives, and the Settlement Administrator.

ONLY if you disagree with the Qualified Weeks stated on page one of this Notice, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs. The decision of the Settlement Administrator will be final. Disputes must be mailed to the address below and must be postmarked no later than January 5, 2023:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

Class Members who qualify as Aggrieved Employees also will receive an Individual PAGA Payment. Your Individual PAGA Payment will be based on your pro rata share of the 25% of the PAGA Payment (\$5,000) based on your number of Qualified Pay Periods during the PAGA Period, which is March 12, 2020 through January 6, 2022, inclusive. Your total Qualified Pay Periods will be divided by the total Qualified Pay Periods for all Aggrieved Employees, resulting in your Payment Ratio. The Payment Ratio will then be multiplied by \$5,000 to determine your Individual PAGA Payment.

Questions? Call (800) 523-5773

WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your Individual Settlement Payment and your Individual PAGA Payment (if you qualify as an Aggrieved Employee,) without any further action needed from you.

Please Note: The Individual Settlement Payments and Individual PAGA Payments will be paid two payments. The first payment, representing two-thirds of the amount of each Individual Settlement Payment and Individual PAGA Payment, will be mailed no later than 28 calendar days after the settlement Effective Date. The second payment, representing the remaining one-third of the amount of each Individual Settlement Payment and Individual PAGA Payment, will be mailed no later than 28 calendar days after the date of the second settlement payment by Defendant, which will happen approximately one year from the settlement Effective Date.

To ensure receipt of your settlement payments, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your settlement payments will be mailed to the last known address that the Settlement Administrator has on file for you.**

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on February 14, 2023 at 3:00 p.m. in Department 23 of the California Superior Court for the County of Alameda, 1221 Oak Street, Oakland, California 94612, to decide whether to approve the Settlement. If the Court approves the Settlement, your first settlement payment will be mailed to you within approximately 28 days from the Effective Date of the Settlement.

Please be advised that the date of the final approval hearing may change without further notice to the class and/or the hearing may be conducted virtually. Class Members are therefore advised to check the Court's website (see instructions at end of this Notice) or contact Class Counsel or the Settlement Administrator to confirm that the date and location has not been changed.

WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE SETTLEMENT?

Unless you exclude yourself, you will remain a Settlement Class Member, and you will be bound by the terms of the Settlement, including the Release of the Released Claims as described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released Claims

The "Released Claims" means and includes all claims against the Released Parties arising between April 9, 2017 and January 6, 2022, inclusive, under state, federal, or local law, whether statutory or common law, arising out of the claims expressly pleaded in the operative First Amended Complaint on file in the action (i.e., Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 511, 512, 1194, 1198, and 1199, and Business & Professions Code §§ 17200, *et seq.* claims based on alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts plead in the First Amended Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The Release Period for the Released Claims is the same as the Class Period, i.e., from April 9, 2017 through January 6, 2022, inclusive.

The Release will extend to Defendant Creative Security Company, Inc. and all of Defendant's parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its or their shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims (i.e., the Released Parties").

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

If this Settlement is approved, then Plaintiff Harrington, individually and as representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, agrees to release the Released Parties of and from any and all allegations and claims for PAGA civil penalties based on any and all underlying Labor Code violations alleged in the operative First Amended Complaint or in Plaintiff's letter to the LWDA dated March 12, 2021.

WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not wish to participate in the Class Settlement, you may exclude yourself (generally called “opting out”) by submitting a written Request for Exclusion to the Settlement Administrator. Your request to opt-out must (a) be in writing; (b) state your name, address, and the last four digits of your social security number or Employee ID number; and (c) include a typed or handwritten statement requesting exclusion from the Settlement Class and stating in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Harrington v. Creative Security Company, Inc.*”

You must personally sign the Request for Exclusion and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group or anyone else. Your Request for Exclusion must be signed and mailed via United States first class mail postmarked no later than January 5, 2023, to:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

If you submit a timely Request for Exclusion, then upon its receipt you shall not be a member of the Settlement Class, you shall be barred from participating in any portion of the Settlement, you may not object to the Settlement.

If you submit a timely Request for Exclusion, you may then pursue, at your own expense, any claims you may have against CSC. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Settlement Class, and be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement.

NOTE: Aggrieved Employees in a PAGA action may not opt-out of a PAGA settlement. Thus, in a settlement involving both class and PAGA claims, employees may only opt-out from participating in the class portion of the settlement. If you submit a timely Request for Exclusion and are an Aggrieved Employee, you will still receive an Individual PAGA Payment representing your portion of the PAGA Payment.

WHAT SHOULD I DO IF I WANT TO OBJECT TO THE SETTLEMENT?

Any Settlement Class Member who has not asked to be excluded from this Settlement may object to the Settlement. Keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will **not** exclude you from the Settlement Class. **If your objection is overruled, you will still be bound by the Settlement.**

If you wish to object to the Settlement, you may submit your written Notice of Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed Class Counsel Award, the Class Representative Service Awards, or the Settlement Administrator’s payment. A written Notice of Objection must be signed by you and include: (1) the name and case number of this Action, (2) your full name and most current address, (3) the last four digits of the Settlement Class Member’s Social Security number or Employee ID; (4) the basis for the objection; and (5) a statement of whether you intend to appear at the Final Approval Hearing. The failure to submit a written objection does not waive a Settlement Class Member’s right to appear and orally object at the final approval hearing.

The written Notice of Objection must be mailed via United States first class mail postmarked no later than January 5, 2023, to:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

If you have submitted a written objection, you may also appear at the Final Approval Hearing set for February 14, 2023 at 3:00 p.m., in Department 23 of the California Superior Court for the County of Alameda, 1221 Oak Street, Oakland, California 94612, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be held virtually or continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

If the Court approves the Settlement despite any objections, and you have not opted out of the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement (including the Released Claims described above).

You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of Objection, the Notice of Objection will be invalid, while the Request for Exclusion will be valid.

HOW DO I GET ADDITIONAL INFORMATION?

This Notice only summarizes the proposed Settlement and its terms. For more information, contact Class Counsel at the below address or phone number, by accessing the Court docket by visiting the office of the Clerk of the California Superior Court for the County of Alameda, 1221 Oak Street, Oakland, California 94612. You may also review documents online by accessing the Alameda County Superior Court's eCourt Public Portal website, at <https://eportal.alameda.courts.ca.gov/> and click on the "Searches" hyperlink. Then select "Case Number Search" and enter the case number "RG21095377." (Note: You will need to create a free user account.) Your browser will be directed to information regarding this case. You may view the Court's docket from here, including but not limited to documents filed with the Court (*see the* "Register of Actions" tab), ruling and orders, and other information.

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

Eric A. Grover

egrover@kellergrover.com

Robert W. Spencer

rspencer@kellergrover.com

KELLER GROVER LLP

1965 Market Street

San Francisco, California 94103

Telephone: (415) 543-1305

Facsimile: (415) 543-7861

In addition to contacting Class Counsel, you may contact the Settlement Administrator at **(800) 523-5773**.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	741
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	741
Subtotal Admin Only	\$10,780.52

INVOICE

\$9,000.00

January 10, 2023

Case: Harrington v Creative Security, 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*	\$150.00	1		\$150.00
Call Center & Long Distance	\$2.00	109		\$218.00
NCOA (USPS)	\$212.50	1		\$212.50
Total				\$980.50

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Data Merge & Duplication Scrub	\$0.10	741		\$74.10
Notice Packet & Opt-Out Form	\$1.25	741		\$926.25
Estimated Postage (up to 2 oz.)*	\$0.51	741		\$377.91
Static Website	\$100.00	1		Included
Check Cashing Reminder Postcard	\$0.60	156		\$93.37
Postage Included				
Total				\$1,671.63

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	6		\$330.00
Skip Tracing Undeliverables	\$0.85	185		\$157.46
Remail Notice Packets	\$0.75	182		\$136.69
Estimated Postage	\$0.53	182		\$96.59
Programming Undeliverables	\$50.00	1		\$50.00
Total				\$770.74

Database Programming / Processing Opt-Outs, Deficiencies or Disputes				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$150.00	2		\$300.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	6		\$330.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	6		\$60.00
Case Manager	\$85.00	5		\$425.00
			Total	\$1,315.00

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	\$135.00	2		\$270.00
Check Run Setup & Printing	\$135.00	4		\$540.00
Mail Class Checks *	\$0.85	741		\$629.85
Estimated Postage	\$0.53	741		\$392.73
			Total	\$2,562.58

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	4		\$460.00
Remail Undeliverable Checks (Postage Included)	\$1.35	148		\$200.07
Case Associate	\$55.00	4		\$220.00
Reconcile Uncashed Checks	\$85.00	4		\$340.00
Conclusion Reports	\$115.00	4		\$460.00
Case Manager Conclusion	\$85.00	4		\$340.00
Final Reporting & Declarations	\$115.00	4		\$460.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1		\$1,000.00
Check to Cy-Pres	\$150.00	1		Included
Uncashed Checks to the State of California Contolers Office	\$1,000.00	1		TBD
Estimated <u>19</u> Total Class Members				
			Total	\$3,480.07

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

TOTAL: \$10,780.52

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **January 27, 2023**, in the case of *Harrington v. Creative Security Company, Inc., et al.*, Alameda County Superior Court Case Number RG21095377, I served the foregoing document(s):

DECLARATION OF TAYLOR MITZNER REGARDING SETTLEMENT NOTICE ADMINISTRATION

on the interested party(ies) below, using the following means:

Rona P. Layton, Esq.
Layton Law Firm
111 North Market Street # 300
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☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ