

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 Annabel Blanchard (SBN 258135)
5 **LAWYERS for JUSTICE, PC**
6 410 West Arden Avenue, Suite 203
7 Glendale, California 91203
8 Tel: (818) 265-1020 / Fax: (818) 265-1021

9 Attorneys for Plaintiffs and the Class

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CHRIS WARD, JOSE PEREDA, and TAWNY
MILLIGAN, individually, and on behalf of
other members of the general public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

RELISH LABS LLC, D/B/A HOME CHEF, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2113821

Honorable David S. Cohn
Department S26

CLASS ACTION

**DECLARATION OF JARROD SALINAS
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Complaint Filed: May 13, 2021
FAC Filed: August 26, 2022
Trial Date: None Set

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Ward v. Relish Labs, LLC, dba Home Chef*. (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On February 6, 2023, Phoenix received a data file from Defense Counsel that contained the following information for each Class Member and PAGA Group Member: (i) last known full name; (ii) last known mailing address; (iii) last known telephone number; (iv) Social Security number; (v) individual number of Class Work Weeks during the Class Period; (vi) individual number of Class Work Weeks during the period of time beginning May 13, 2017 through November 9, 2021, and; (vii) individual number of PAGA Work Weeks during the PAGA Period (if applicable) (collectively “Class Information List”). The final list contained three thousand five

1 hundred fifty-five (3,555) individuals identified as Class Members and another eighteen (18)
2 individuals who are not Class Members but are PAGA Group Members.

3 4. On February 9, 2023, Phoenix conducted a National Change of Address (“NCOA”)
4 search in an attempt to update the class list of addresses as accurately as possible. A search of this
5 database provides updated addresses for any individual who has moved in the previous four (4)
6 years and notified the U.S. Postal Service of their change of address.

7 5. On February 21, 2023, Phoenix mailed the Notice via U.S. first class mail to all three
8 thousand three hundred fifty-five (3,555) Class Members on the Class List. A true and correct copy
9 of the mailed Notice is attached hereto as **Exhibit A**.

10 6. As of the date of this declaration, three hundred ninety-one (391) Notice Packets
11 have been returned to Phoenix. None were returned with a forwarding address. For the three hundred
12 ninety-one (391) Notice Packets returned from the Post Office without a forwarding address,
13 Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most
14 comprehensive address databases available for skip tracing. Of the three hundred ninety-one (391)
15 Notice Packets that were skip traced, three hundred four (304) updated addresses were obtained and
16 the Notice Packets were promptly re-mailed to those Class Members via first class mail. None of
17 the re-mailed Notice Packets were returned to Phoenix as undeliverable a second time.

18 7. As of the date of this declaration, eighty-seven (87) Notice Packets remain
19 undeliverable since an updated address could not be obtained via skip trace.

20 8. As of the date of this declaration, Phoenix has received nine valid (9) Requests for
21 Exclusion from Class Members. Phoenix received one (1) late Request for Exclusion, postmarked
22 on April 14, 2023, which was rejected because it was postmarked after the Notice Response
23 Deadline. The deadline to request exclusion from the Class Settlement was April 7, 2023. The Class
24 Members who submitted valid and timely Requests for Exclusion from the Class Settlement, and
25 who have therefore opted out of the Class Settlement are: Jose Ramos, Juan Razo, Ricardo Garcia
26 Villareal, Tyrone Edwards, Diane Vera, Tommy Clark, Carlos Morales, Robert Ramirez and Carlos
27 Loya.
28

1 9. As of the date of this declaration, Phoenix has received zero (0) Objections from
2 Class Members. The deadline for objecting to the Class Settlement was April 7, 2023.

3 10. As of the date of this declaration, there are no outstanding disputes regarding Class
4 Work Weeks. The deadline for submitting a dispute regarding Class Work Weeks (by returning the
5 Notice of Eligible Work Weeks form provided to Class Members) was April 7, 2023. One individual
6 who was included in the Class Information List returned a Notice of Eligible Work Weeks, but the
7 Class Member was not disputing the number of Work Weeks which had been credited to her, she
8 was instead clarifying that she had not signed any prior Settlement Agreement with Defendant.

9 11. There are three thousand five hundred forty-six (3,546) Class Members who did not
10 submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class
11 Members, representing 99.75% of the Class. Settlement Class Members have worked a collective
12 total of one hundred twelve thousand three hundred sixty-eight (112,368) Class Work Weeks during
13 the Class Period. Each Class Work Week is valued at approximately \$6.40.

14 12. Section 6.5 of the Settlement Agreement provides that if the total number of Class
15 Work Weeks for the period from May 13, 2017 through November 9, 2021 exceeds seventy-nine
16 thousand one hundred thirty-four (79,134), then the Gross Settlement Amount will increase on a
17 proportional basis. Since the total number of Class Work Weeks did not exceed this amount, this
18 provision was not triggered.

19 13. The Net Settlement Amount of \$719,000.00 available to pay Settlement Class
20 Members was determined by subtracting the Fee and Expense Award provided for in the Settlement
21 Agreement, including attorneys' fees (\$507,500.00)¹ and litigation costs (\$30,000.00), the
22 requested Service Payments to Plaintiffs for a total of \$22,500.00 (consisting of 3 Service Payments
23 of \$7,500.00 each), the PAGA Settlement Amount (\$150,000.00), and the requested Settlement
24 Administration Costs (\$21,000.00) from the Gross Settlement Amount (\$1,450,000.00).

25 14. Based upon the calculations stipulated in the Settlement, the highest Class Settlement
26 Award to be paid is approximately **\$1,900.39**, while the average Class Settlement Award to be paid
27

28 ¹ The Settlement Agreement provides for attorneys' fees in the amount of 35% of the Gross Settlement Amount. 35% of \$1450,000.00 is \$507,500.00.

1 is approximately **\$202.76**. Settlement Class Members will be issued payment of their Class
2 Settlement Awards subject to reduction for the employee's share of taxes and withholdings with
3 respect to the wages portion of the Class Settlement Award.

4 15. Additionally, \$150,000.00 of the Gross Settlement Amount has been allocated to
5 settle claims made under the Labor Code Private Attorneys General Act of 2004 ("PAGA
6 Amount"), of which 75%, or \$112,500.00, shall be paid to the Labor and Workforce Development
7 Agency ("LWDA"), and 25%, or \$37,500.00, of which shall be paid to: (1) all current and former
8 hourly-paid or non-exempt employees who were employed by Defendant in California during the
9 PAGA Period and (2) all salaried exempt production supervisors employed by Defendant in
10 California during the PAGA Period. There are three thousand one hundred four (3,104) PAGA
11 Group Members who worked a total of eighty-five thousand two hundred fifty-two (85,252) PAGA
12 Work Weeks during the PAGA Period. The highest PAGA Settlement Award to be paid is
13 approximately **\$76.54**, and the average PAGA Settlement Award to be paid is approximately
14 **\$12.08**.

15 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
16 due separately and apart from the Gross Settlement Amount.

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

21 I declare under penalty of perjury of the laws of the State of California that the foregoing is
22 true and correct. Executed this 20th day of June 2023, at Orange, California.

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24 
25 JARROD SALINAS
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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CHRIS WARD, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff

v.

RELISH LABS LLC, D/B/A HOME CHEF, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants

Case No. CIV SB 2113821

NOTICE OF SETTLEMENT OF CLASS ACTION

ATTENTION: If you were employed by Relish Labs LLC (“Defendant”), doing business as Home Chef, as an hourly-paid or non-exempt employee in California between May 13, 2017 and January 13, 2023 (the “Class Period”), you may be a Class Member eligible to receive money from a proposed Class Settlement in the above-captioned class action lawsuit.

PLEASE READ THIS NOTICE CAREFULLY. This Notice relates to the proposed Class Settlement. If you are a Class Member, it contains important information affecting your rights to participate in the Class Settlement as further described below. This Notice advises you of the terms of the Class Settlement and your rights and options under it.

To be eligible for your share of the Class Settlement, you are not required to make a claim. However, to ensure receipt of your share, you must update the Settlement Administrator, Phoenix Class Action Administration Solutions, with any change of address.

What is this proposed Settlement about?

Plaintiffs Jose Pereda, Chris Ward, and Tawny Milligan (collectively, “Plaintiffs”) each filed their own respective related actions with overlapping claims against Defendant on November 23, 2020 (the *Pereda* Action), May 13, 2021 (the *Ward* Action), and June 24, 2021 (the *Milligan* Action) (collectively, the “Actions”). The operative first amended complaint in the *Ward* Action (the “Complaint”), filed for settlement purposes only on August 26, 2022, names all three Plaintiffs and consolidates their claims. The Complaint and all the other complaints in the Actions are referred to collectively as the “Complaints.” The Complaint alleges claims for (1) unpaid overtime, (2) unpaid meal period premiums, (3) unpaid rest period premiums, (4) failure to pay all wages including minimum wages, (5) untimely paid final wages, (6) untimely paid wages during employment, (7) non-compliant wage statements, (8) failure to keep requisite payroll records, (9) unreimbursed business expenses, (10) failure to provide paid sick leave and vacation pay, (11) failure to provide reporting time pay, (12) failure to provide suitable seating, (13) violation of California Business and Professions Code section 17200 et seq., and (14) violation of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Under the proposed Class Settlement, Defendant agrees to make payments (“Class Settlement Awards”) to Class Members who do not opt out of the Settlement (“Settlement Class Members”). These Class Settlement Awards will be based on the number of weeks during the Class Period that each Settlement Class Member was employed by Defendant for at least one day in California as a non-exempt and/or hourly-paid employee (“Class

Work Weeks”) compared to the total number of Class Work Weeks for all Settlement Class Members, as more fully described below.

Defendant also agrees to pay the Settlement Administration Costs, employer-side Withholdings and Taxes required by law with regard to the Class Settlement Awards, Service Payments to each of the Plaintiffs, a PAGA Settlement Amount to be paid to the California Labor & Workforce Development Agency (“LWDA”) and PAGA Group Members in settlement of the PAGA claims, and a Fee and Expense Award to Plaintiffs’ counsel (“Class Counsel”), subject to the Court’s approval. Defendant’s maximum total obligation under the proposed Settlement is \$1,450,000, exclusive of its share of Withholdings and Taxes, and subject to escalation only to the extent described below.

The proposed Settlement is not an admission of liability by Defendant. Throughout the course of litigation in the Actions, Defendant has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in any of them. Defendant contends that it has complied with all applicable laws and regulations regarding all of those matters.

Class Counsel believes that the proposed Settlement is in the best interests of the Class Members. Further proceedings would be very expensive and take a long time. Moreover, no one can predict the precise outcome of the disputed issues in this case. Therefore, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate for the Class Members and the State of California.

The Court has preliminarily approved the proposed Settlement as fair, reasonable, and adequate. The final determination of those issues will be made at the Final Approval Hearing to be held on July 13, 2023, at 10:00 a.m. (“Final Approval Hearing”).

Summary of the proposed Settlement

Defendant has agreed to pay \$1,450,000 (“Gross Settlement Amount”), plus its share of Withholdings and Taxes, to resolve all claims that were alleged in any of the Complaints or that could have been alleged based on the facts alleged in any of the Complaints, for Settlement Class Members’ release of claims described below, and for the release of PAGA claims in the PAGA Settlement. This amount is subject to escalation if it is determined that the total number of Class Work Weeks for the period from May 13, 2017 through November 9, 2021 exceeded 110% of 71,940, in which case the Gross Settlement Amount will increase on a proportional basis to the extent this 110% threshold is exceeded (e.g., if the total number of Class Work Weeks is actually 111% of 71,940, the Gross Settlement Amount will increase by 1%). If finally approved by the Court, the proposed Settlement will distribute money as follows:

Class Settlement Awards to Settlement Class Members: Settlement Class Members (Class Members who do not exclude themselves from the Settlement) will each be paid a Class Settlement Award, which is their pro-rata share of the Net Settlement Sum, calculated as follows: The Settlement Administrator will calculate the total number of Class Work Weeks for all Settlement Class Members. The Settlement Administrator will then divide the Net Settlement Sum by the total Class Work Weeks for all Settlement Class Members, resulting in a per Class Work Week value for each Settlement Class Member. The Settlement Administrator will then take the per Class Work Week value and multiply it by the number of individual Class Work Weeks for each Settlement Class Member.

“Class Work Weeks” means the number of weeks in the Class Period during which a Settlement Class Member was employed by Defendant for at least one day in California as a non-exempt and/or hourly-paid employee. Class Work Weeks will be calculated by Defendant based on its pay data.

“Net Settlement Sum” means the Gross Settlement Amount minus the payment of (a) the Fee and Expense Award, (b) the PAGA Settlement Amount, (c) the Service Payments, and (d) the Settlement Administration Costs, all of which are described below.

Class Settlement Awards shall be allocated one-third (1/3) to wages subject to Withholdings and Taxes and two-thirds (2/3) to interest, penalties, and non-wage damages.

Fee and Expense Award to Class Counsel: Upon approval by the Court, Defendant will pay attorneys’ fees and reimburse litigation costs and expenses to Class Counsel (Lawyers *for* Justice P.C.). The proposed Settlement permits Class Counsel to request up to 35% of the Gross Settlement Amount (\$507,500 if the Gross Settlement Amount remains at \$1,450,000) as their fees for prosecuting this case and up to \$30,000 for reimbursement of their costs and expenses incurred in the Action. You are not personally responsible for any of Class Counsel’s attorneys’ fees, costs, or expenses.

PAGA Settlement Amount: The proposed Settlement provides for a payment of \$150,000 for resolution of the PAGA claims alleged in the Actions. Of that amount, 75% (or \$112,500) of the PAGA Settlement Amount shall be paid to the LWDA and 25% (or \$37,500) of the PAGA Settlement Amount shall form the PAGA Fund to be paid to PAGA Group Members.

Other Payments: The proposed Settlement provides for a Service Payment to each of the Plaintiffs of up to \$7,500. The proposed Settlement further provides for payment estimated not to exceed \$22,000 to the Settlement Administrator, Phoenix Class Action Administration Solutions, for its services in mailing the Class Notice and administering the Settlement.

What are my rights and options?

1. **You can exclude yourself from the Class Settlement:** If you do not want a Class Settlement Award and do not want to be bound by any of the proposed Class Settlement’s terms, including the release of the Released Class Claims discussed below, you must make a timely written Request for Exclusion. Your Request for Exclusion must contain (a) the name and case number of the *Ward* Action (*Chris Ward v. Relish Labs LLC*, San Bernardino Superior Court Case No. CIV SB 2113821), (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number, (c) the words “Request for Exclusion” at the top of the document, and (d) the statement: “I wish to be excluded from the Class Settlement in this case.”

A Request for Exclusion form that you may use is attached as Form B to this Notice. Your Request for Exclusion must be mailed to the Settlement Administrator and must be postmarked by April 7, 2023. You should not request exclusion if you wish to receive money from the Class Settlement.

You do not have the right to be excluded from the PAGA Settlement, whether or not you exclude yourself from the Class Settlement.

2. **You can object to the Class Settlement:** You can object to the Settlement before the Court’s final approval of the Settlement. To object, you should submit a written objection to the Settlement Administrator by April 7, 2023. You may also appear and object to the Settlement at the Final Approval Hearing currently set for 10:00 a.m., on July 13, 2023, in Department S26 of the Superior Court of California, County of San Bernardino, Civil Division of the San Bernardino District, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415-0210. You are not required to appear, either personally or through counsel, at the Final Approval Hearing in order for your written objection to be considered. You may object to the Settlement only if you do NOT submit a Request for Exclusion.

You do not have the right to object to the PAGA Settlement, whether or not you object to the Class Settlement.

3. **You can dispute the number of your Class Work Weeks:** A Notice of Eligible Work Weeks form is attached as Form A to this Notice. It provides your number of Class Work Weeks according to Defendant's records. If you do not agree with the number of your Class Work Weeks shown on the form, you may dispute the number by completing the Notice of Eligible Work Weeks form and mailing it to the Settlement Administrator by April 7, 2023.

4. **You can do nothing:** You can do nothing. If you do nothing, you will be bound by the proposed Settlement terms and you will be entitled to receive a Class Settlement Award as described above.

To the extent you are also a PAGA Group Member, you will also be entitled to receive a PAGA Settlement Award, regardless of whether you exclude yourself from the Class Settlement, object to the Class Settlement, dispute the number of your Class Work Weeks, or do nothing.

What claims am I releasing by participating in the Class Settlement?

In exchange for the consideration given by Defendant in the proposed Settlement, all Class Members who do not opt out of the Class Settlement (the Settlement Class Members) will expressly release, waive and discharge, and will be deemed to have released, waived and discharged, all Released Class Claims against all Released Parties.

"Released Class Claims" means all claims, debts, liabilities, demands, obligations, damages, and actions or causes of action of any kind that arising during the Class Period, which were alleged in any of the Complaints or could have been alleged against any of the Released Parties based on the facts alleged in any of the Complaints, including (without limitation) claims under California Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 245 et seq., 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1192, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, IWC Wage Orders, including (without limitation) Wage Order Nos. 1-2001, 3-2001, 4-2001, 5-2001, 7-2001, and 8-2001, including (without limitation) section 5 thereof and section 14, subdivisions (A) and (B) thereof; California Code of Civil Procedure section 1021.5; and California Business and Professions Code section 17200 et seq. Expressly excluded from the Released Class Claims are claims for wages in Workers' Compensation and Unemployment Insurance benefits cases and claims for benefits under the Employee Retirement Income Security Act of 1974 (ERISA).

"Released Parties" means Relish Labs LLC, its present, former, and future parents (including without limitation The Kroger Co.), subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, and each of their respective present, past and future officers, directors, employees, partners (both general and limited), members, shareholders, agents, attorneys, insurers, and any other successors, assigns, and legal representatives.

All Settlement Class Members intend and are deemed to intend that this Settlement shall be effective as a bar to any and all Released Class Claims against any and all Released Parties.

The Settlement Class Members further agree not to sue or otherwise make a claim against any of the Released Parties arising out of or related to any of the Released Class Claims. The Settlement Class Members further agree that their release, waiver and relinquishment of the Released Class Claims shall preclude them from participating in any judgment or settlement of claims that are the subject of any of the Released Class Claims in any other class, collective, or representative action.

When is the next Court hearing?

A Final Approval Hearing will be held before the Honorable David S. Cohn in Department S26 of the Superior Court of California, County of San Bernardino, Civil Division of the San Bernardino District, located at the

San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415-0210, on July 13, 2023, at 10:00 a.m., to determine whether the Settlement is fair, reasonable, and adequate. Judge Cohn will be asked to approve the plan for distributing the Class Settlement Awards, the Fee and Expense Award to Class Counsel, the Service Payments to the Plaintiffs, the PAGA Settlement Amount, and payment to the Settlement Administrator for its services. A motion for final approval of these items should be on file with the Court no later than July 13, 2023 and will be available for review after that date. This hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing.

What if I need more information?

Capitalized terms in this Notice have the same meaning they are given in the Class Action and PAGA Settlement Agreement and Release (“Agreement”), filed with the Court on December 12, 2022, as an attachment to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Agreement and the Preliminary Approval Order, which is also on file with the Court. If you have any questions, you can contact the Settlement Administrator at 800-523-5773. You can also contact Class Counsel at Lawyers *for* Justice P.C., (818) 265-1020.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION
ABOUT THIS SETTLEMENT**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CHRIS WARD, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff

v.

RELISH LABS LLC, D/B/A HOME CHEF,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants

Case No. CIV SB 2113821

**REQUEST FOR EXCLUSION
FROM CLASS SETTLEMENT**

Name: _____

Address: _____

Telephone: _____

Last 4 Digits of Social Security Number: _____

I wish to be excluded from the Class Settlement in this case, *Chris Ward v. Relish Labs, LLC d/b/a Home Chef*, Case No. CIV SB 2113821, currently pending in the Superior Court of the State of California, County of San Bernardino.

Dated: _____

(signature)

If you wish to be excluded from the Class Settlement, please complete and sign this Request for Exclusion form, or complete and sign a different similar written request, and mail it to Phoenix Class Action Administration Solutions at PO Box 7208, Orange, CA 92863, postmarked no later than **April 7, 2023**.

REQUEST FOR EXCLUSION FROM CLASS SETTLEMENT

NOTICE OF ELIGIBLE WORK WEEKS

Chris Ward v. Relish Labs LLC, d/b/a Home Chef
San Bernardino Superior Court, Case No. CIV SB 2113821

To: <<Contact>>

Your potential individual Class Settlement Award in the Settlement of the class action lawsuit listed above is based on the number of weeks you were employed by Relish Labs LLC (Defendant) for at least one day during the period from May 13, 2017 through January 13, 2023 (the “Class Period”), as a non-exempt and/or hourly-paid employee in California (“Class Work Weeks”). According to Defendant’s records, you had a total of <<Total Weeks>> Class Work Weeks.

If you wish to participate in the Class Settlement and you agree with the number of your Class Work Weeks shown above, then you do not need to take any further action. You will receive your Class Settlement Award once the Settlement becomes final.

If you **do not agree** the number of your Class Work Weeks shown above, please insert in the space below the number of work weeks in the Class Period during which you believe you were employed by Defendant for at least one day in California as a non-exempt and/or hourly-paid employee.

The number of Class Work Weeks you believe is correct for you: _____

- ☐ I am enclosing documentation to support the number of my Class Work Weeks being different from the number of Class Work Weeks shown for me by Defendant’s records, as shown above.
- ☐ I am not enclosing documentation to support the number of my Class Work Weeks being different from the number of Class Work Weeks shown for me by Defendant’s records, as shown above.

Dated: _____

(signature)

If you wish to dispute the number of your Class Work Weeks shown above, you must complete, sign, and date this Notice of Eligible Work Weeks form and mail it with any supporting documentation to the Settlement Administrator, Phoenix Class Action Administration Solutions, at PO Box 7208, Orange, CA 92863, postmarked no later than **April 7, 2023**.

If you dispute the number of your Class Work Weeks, the Settlement Administrator will resolve the dispute, and its decision will be final and binding. In resolving the dispute, the information provided by Defendant will be presumed accurate.

NOTICE OF ELIGIBLE WORK WEEKS

EXHIBIT B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

March 13, 2023

CASE ASSUMPTIONS

Class Members	3,555
Opt Out Rate	1%
Opt Outs Received	35.55
Total Class Claimants	3,519
Subtotal Admin Only	\$27,333.29

Not-to-Exceed Total \$21,000.00

For 3,555 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Case: CW-Relish Labs-3821, Opt-Out Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Annabel Blanchard
Firm: Lawyers for Justice, PC
Contact Number: 818-Call Justice
Email: annabel@calljustice.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **3,555** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

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	507	\$1,014.00
NCOA (USPS)	\$888.75	1	\$888.75
Total			\$2,452.75

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.10	3,555	\$355.50
Notice Packet & Opt-Out Form	\$1.30	3,555	\$4,621.50
Estimated Postage (up to 2 oz.)*	\$0.61	3,555	\$2,168.55
Static Website	\$100.00	1	\$100.00
Check Cashing Reminder Postcard	\$0.60	739	\$443.45
Postage Included			
Total			\$7,889.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

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	889		\$755.44
Remail Notice Packets	\$0.75	886		\$664.31
Estimated Postage	\$0.61	886		\$540.31
Programming Undeliverables	\$50.00	1		\$50.00
			Total	\$2,340.06

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	42		\$415.50
Case Manager	\$85.00	5		\$425.00
			Total	\$1,670.50

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	3		\$405.00
Disbursement Review	\$135.00	2		\$270.00
Programming Manager	\$95.00	2		\$190.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	10		\$1,350.00
Mail Class Checks *	\$0.90	3,519		\$3,167.51
Estimated Postage	\$0.61	3,519		\$2,146.86
			Total	\$7,664.37

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

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 Checks & Tax Forms (Postage Included)	\$1.70	704		\$1,196.61
Case Associate	\$55.00	4		\$220.00
Reconcile Uncashed Checks	\$85.00	8		\$680.00
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 Controllers Office Estimated <u>158</u> Total Class Members	\$500.00	1		\$500.00
Total				\$5,316.61

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

Estimate Total: \$27,333.29



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TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.