

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER LAW GROUP
1215 K Street, 17th Floor
Sacramento, California 95814
Telephone: (916) 588-0683

Attorneys for Plaintiff David Long

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

DAVID LONG, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CAPITOL COMPLIANCE
MANAGEMENT, LLC, et al.,

Defendants.

Case No.: 34-2021-00301119-CU-OE-GDS

CLASS ACTION

Complaint Filed: May 20, 2021

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

Date: August 25, 2023

Time: 9:00 a.m.

Dept.: 28

1 DAVID LONG, as an individual and on
2 behalf of all others similarly situated,

3 Plaintiff,

4 vs.

5 CAPITOL COMPLIANCE
6 MANAGEMENT, LLC, et al.

7 Defendants.

RELATED CASE: 34-2021-00302928-CU-OE-
GDS

Complaint Filed: June 21, 2021

8 **DECLARATION OF TAYLOR MITZNER**

9 I, Taylor Mitzner, declare as follows:

10 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-
11 appointed Class Action Settlement Administrator for *David Long v. Capitol Compliance*
12 *Management, LLC* (the “Action”). I have personal knowledge of the facts stated herein and, if
13 called upon to testify, I could and would testify competently to such facts.

14 2. Phoenix was selected by the Parties to provide notice of the Settlement and perform
15 class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA
16 Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for:
17 (i) preparing, printing, and mailing the *Notice of Proposed Class Action Settlement* (“Notice”); (ii)
18 responding to inquiries from Class Members; (iii) calculating the number of weeks each Class
19 Member worked during the period from May 20, 2017 to January 1, 2022 (“Class Period”) and the
20 number of Pay Periods that each Aggrieved Employee worked during the time period from April
21 26 to January 1, 2022 (“PAGA Period”); (iv) determining the validity of letters indicating a
22 request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections
23 to the Class Settlement (“Objections”), and/or dispute regarding the number of Pay Periods
24 submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual
25 Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement
26 Payments and distributing them to Settlement Class Members and Individual PAGA Payments to
27 Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs,
28

1 the Enhancement Payments to both Plaintiffs, and the employer/employee payroll taxes to the
2 appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement
3 or as the Parties mutually agree or as the Court orders.

4 3. On April 3, 2023, Phoenix received a data file from Defense Counsel that contained
5 names, last known mailing addresses, Social Security numbers, and dates of employment for each
6 Class Member (“Class List”) during the Class Period. The final mailing list contained seven
7 hundred fifty-four (754) individuals identified as Class Members.

8 4. On April 6, 2023, Defendant deposited the first installment payment of \$150,000.00
9 into the Qualified Settlement Fund.

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

13 6. On May 22, 2023, Phoenix mailed the Notice via U.S. first class mail to all seven
14 hundred fifty-four (754) Class Members on the Class List. A true and correct copy of the mailed
15 Notice is attached hereto as **Exhibit A**.

16 7. As of the date of this declaration, sixty-four (64) Notices have been returned to
17 Phoenix. None were returned with a forwarding address. For the sixty-four (64) Notices returned
18 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
19 address using TransUnion TLOxp, one of the most comprehensive address databases available for
20 skip tracing. Of the sixty-four (64) Notices that were skip traced, fifty-four (54) updated addresses
21 were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

22 8. As of the date of this declaration, ten (10) Notices remain undeliverable since an
23 updated address could not be obtained via skip trace.

24 9. As of the date of this declaration, Phoenix has received zero (0) Requests for
25 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
26 July 6, 2023.
27
28

1 10. As of the date of this declaration, Phoenix has received zero (0) Notices of
2 Objection from Class Members. The deadline for objecting to the Class Settlement was July 6,
3 2023.

4 11. As of the date of this declaration, Phoenix has received zero (0) Pay Period disputes
5 from Class Members. The deadline for submitting a dispute was July 6, 2023.

6 12. There are seven hundred fifty-four (754) Class Members who did not submit timely
7 and valid Requests for Exclusion and are therefore deemed Settlement Class Members,
8 representing 100% of the Class. Settlement Class Members have worked a collective total of
9 sixteen thousand six hundred thirty-three (16,633) Pay Periods during the Class Period. Each Pay
10 Period is valued at approximately \$16.87.

11 13. The Escalator Clause of the Settlement Agreement indicates if the total number of
12 Pay Periods from May 20, 2017 to June 10, 2022 exceeds sixteen thousand six hundred fifty-five
13 (16,655), the Gross Settlement Amount shall be increased by the same percentage, or the end of
14 the Class Period shall be moved to an earlier date. The total number of Pay Periods was eighteen
15 thousand three hundred thirty-one (18,331), and the Escalator Clause was triggered. Defendant
16 chose to reduce the Class Period such that it ended on January 1, 2022. The total Pay Periods
17 during the reduced Class Period is sixteen thousand six hundred thirty-three (16,633).

18 14. The Net Settlement Amount of \$280,601.59 available to pay Settlement Class
19 Members was determined by subtracting the requested Class Counsel attorneys' fees
20 (\$166,666.67), and Class Counsel costs (\$14,231.74), requested Enhancement Payment to Plaintiff
21 Long (\$10,000.00), the PAGA Amount (\$15,000.00), and the requested Settlement Administration
22 Costs (\$13,500.00) from the Gross Settlement Amount (\$500,000.00).

23 15. Based upon the calculations stipulated in the Settlement, the highest Individual
24 Settlement Share to be paid is approximately \$2,193.12, the lowest Individual Settlement Share to
25 be paid is approximately \$16.87, while the average Individual Settlement Share to be paid is
26 approximately \$372.15. Settlement Class Members will be issued payment of their Individual
27 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
28

1 respect to the wages portion of the Individual Settlement Share (the net payment is their
2 “Individual Settlement Payment”).

3 16. Additionally, \$15,000.00 of the Gross Settlement Amount has been allocated
4 toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or
5 \$11,250.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%,
6 or \$3,750.00, of which shall be paid to all current and former hourly non-exempt individuals who
7 are or were employed by Defendant during the PAGA Period. There are four hundred twenty-nine
8 (429) Aggrieved Employees who worked a total of nine thousand one hundred eighty-three (9,183)
9 Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is
10 approximately \$34.30, and the average Individual PAGA Payment to be paid is approximately
11 \$8.74.

12 17. Phoenix’s costs associated with the administration of this matter are \$13,500.00.
13 This includes all costs incurred to date, as well as estimated costs involved in completing the
14 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
15 **Exhibit B.**

16 I declare under penalty of perjury of the laws of the State of California that the foregoing
17 is true and correct.

18 Executed this 3rd day of August 2023, at Orange, California.

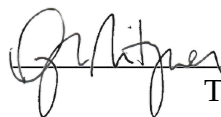
19
20
21  _____
22 TAYLOR MITZNER
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Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

«PSA_ID»
«Presort_Tray_ID»
«Presort_Order»

Long v. Capitol Compliance Management, LLC

Superior Court of California, County of Sacramento, Case Nos. 34-2021-00301119-CU-OE-GDS; 34-2021-00302928-CU-OE-GDS

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former non-exempt employees of Capital Compliance Management, LLC; CC101, Inc.; Alternative Medical Center, Inc.; Sharp Source; Doc's Inc.; Perchta, Inc.; and/or C9 Alliance, Inc. in the State of California, who worked during the period of May 20, 2017, through January 1, 2022.

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by David Long ("Plaintiff") against Capital Compliance Management, LLC; CC101, Inc.; Alternative Medical Center, Inc.; Sharp Source; Doc's Inc.; Perchta, Inc.; and C9 Alliance, Inc. ("Defendants") on May 20, 2021. The case is currently pending in the Superior Court of California, County of Sacramento, Case No. 34-2021-00301119-CU-OE-GDS, consolidated with *Long v. Capitol Compliance Management, LLC, et al.* (Case No. 34-2021-00302928-CU-OE-GDS).

The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants did not properly pay employees all overtime wages owed for time worked, did not provide proper off-duty meal and rest breaks, did not timely pay all wages owed at the end of employment, did not reimburse all work-related expenses, and did not provide accurate itemized wage statements. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). The lawsuit claims that the Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties, and restitution. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Sacramento County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On March 24, 2023, the Court granted preliminary approval of the Settlement, appointed Plaintiff David Long as the Class Representative, and appointed his attorneys at Diversity Law Group, P.C. and Webber Law Group as counsel for the Class ("Class Counsel").

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are or were employed by Defendants as a non-exempt employee in the State of California, and worked at any time between May 20, 2017, and January 1, 2022.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Five Hundred Thousand Dollars (\$500,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount or One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$166,666.67);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Class Representative Incentive Payment** in an amount not to exceed Ten Thousand Dollars (\$10,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Thirteen Thousand Five Hundred Dollars (\$13,500.00); and
- E. **PAGA Payment** in the amount of Fifteen Thousand Dollars (\$15,000.00) for the settlement of claims arising under the Private Attorneys General Act of 2004 (“PAGA”). Seventy-five percent (75%) of this amount (\$11,250.00) shall be paid to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) (\$3,750.00) will be distributed to non-exempt employees who worked for Defendants in the State of California from April 26, 2020, through January 1, 2022, for the release of their claims as set forth in the PAGA Release, described below in Section 7.

If approved by the Court, within fourteen (14) calendar days of the full funding of the Settlement, the Settlement Administrator will issue payments to Participating Class Members and PAGA Members. It is important that you are patient.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of Pay Periods you worked in California as a non-exempt employee of Defendants from May 20, 2017, through January 1, 2022 (“Pay Periods”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

[ONLY FOR PAGA MEMBERS: Your share of the PAGA Payment is calculated on a *pro rata* basis based on the total number of Pay Periods (full or partial) worked by each PAGA Member during the PAGA Period, which is from April 26, 2020, through January 1, 2022.]

The class portion of your Individual Settlement Payment will be apportioned as ten percent (10%) wages, thirty percent (30%) interest, and sixty percent (60%) penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. The PAGA Payment portion of your Individual Settlement Payment will be apportioned as 100% penalties. The penalties and interest portions of each Class Member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked «Total_Class_Pay_Periods» Pay Periods during the Class Period. Your Individual Settlement Payment is estimated to be «Total_Est_Amt» [ONLY FOR PAGA MEMBERS: including your portion of the PAGA Payment]. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This Amount was determined based on Defendants' records of your employment from May 20, 2017, through January 1, 2022, and is presumed correct. If you dispute the accuracy of Defendants' records as to the number of Pay Periods worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by July 6, 2023. All disputes regarding your Pay Periods will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Fax: (949) 209-2503

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendants and entry of Final Approval Order and Final Judgment by the Court, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Claims" for the "Class Period."

The "Released Parties" means Capital Compliance Management, LLC; CC101, Inc.; Alternative Medical Center, Inc.; Sharp Source, Doc's Inc.; Perchta, Inc.; and C9 Alliance, Inc. as named by Plaintiff in the operative complaint, and their past, present and/or future, direct and/or indirect, stockholders, shareholders, members, directors, managers, officers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, lenders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in this action including the following claims: (i) failure to pay overtime wages for all hours worked; (ii) failure to provide off-duty meal and rest breaks; (iii) failure to reimburse all business expenses; (iv) failure to pay all wages owed upon separation of employment; (v) failure to provide accurate, itemized wage statements; (vi) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the operative complaint; (vii) all claims under the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*) or for civil penalties that could have been premised on the claims, causes of action, or legal theories described above or any of the claims, causes of action, or legal theories of relief pleaded in the operative complaint including Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 2802, and 2699, and the relevant Wage Orders issued by the Industrial Welfare Commission; and (viii) all claims for attorneys' fees and costs as provided for the preceding causes of action, including those provided by Labor Code §§ 218.5, 226, 1194, and 2699, Business & Professions Code §§ 17200, *et seq.*, and Code of Civil Procedure § 1021.5. This release shall apply to claims arising during the Class Period.

The "Class Period" during which the release of Released Claims pertains is from May 20, 2017, though January 1, 2022.

[ONLY FOR PAGA MEMBERS: All PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the claims articulated in the "PAGA Release" with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

"PAGA Release" means the following release: Upon remittance of the Gross Settlement Amount by Defendants to the Settlement Administrator and entry of judgment by the Court, PAGA Members will fully and finally release and discharge Defendants from all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have

been alleged based on the facts and claims asserted in the PAGA letter, dated April 26, 2021, for civil penalties under the PAGA, Cal. Lab. Code §§ 2698, *et seq.*, which are premised on alleged violations of the California Labor Code for: (i) failure to pay overtime wages for all hours worked; (ii) failure to provide off-duty meal and rest breaks; (iii) failure to reimburse all business expenses; (iv) failure to pay all wages owed upon separation of employment; and (v) failure to provide accurate, itemized wage statements, including but not limited to Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 2802, and 2699, and the relevant Wage Orders issued by the Industrial Welfare Commission; and (vi) all claims for attorneys' fees and costs as provided by the PAGA. The PAGA Period is the period of April 26, 2020, through January 1, 2022.]

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Released Parties with respect to the Released Claims (other than those which fall within the definition of the PAGA Release), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive your share of payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How do I exclude myself from the Settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You must include your name, address, telephone number, and the last four digits of your Social Security number and/or Employee Identification Number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: "I wish to exclude myself from the class action settlement reached in the matter of *Long v. Capitol Compliance Management, LLC*. I understand that by excluding myself I will not receive money from the settlement of my individual claims."

The written Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by July 6, 2023. You cannot exclude yourself by phone.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Fax: (949) 209-2503

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Payment if you worked between April 26, 2020, through January 1, 2022, because the request for exclusion does not apply to the PAGA Release. You will not be legally bound by the release of Released Claims (except for Released Claims that fall within the definition of the PAGA Release).

If you exclude yourself, you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Claims (except for Released Claims that fall within the definition of the PAGA Release).

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has approved DIVERSITY LAW GROUP, P.C. and WEBBER LAW GROUP as Class Counsel. Their contact information is:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee, Esq.
Max W. Gavron, Esq.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

WEBBER LAW GROUP

Kelsey A. Webber, Esq.
Shaelyn A. Stewart, Esq.
333 University Ave, Suite 200
Sacramento, California 95825
Telephone: (916) 588-0683

Class Counsel will ask the Court for attorneys' fees of up to \$166,666.67 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

10. What if I want to object to this Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than July 6, 2023. Your objection must include your full name, address, telephone number, the last four digits of your Social Security number and/or Employee Identification Number, and the specific reason for your objection. You may also come to the Final Approval Hearing on August 25, 2023 and make an objection at that time, regardless of whether you submitted a written objection.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing at 9:00 a.m. on August 25, 2023 in Department 28 of the Sacramento County Superior Court, located at 720 Ninth Street, Sacramento, California 95814.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

13. Do I have to attend the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely as you wish. Further information regarding how to appear remotely can be found here:

<https://www.saccourt.ca.gov/civil/motions-hearings-general.aspx#alternatives>. You may also call Class Counsel for more information.

14. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.phoenixclassaction.com. You will also receive your portion of the settlement if you choose to not to exclude yourself.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims and the PAGA Release claims, if you are a PAGA Member. You will not be able to participate in any other lawsuit against Defendants or Released Parties about the Released Claims. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to Legal Aid at Work, a non-profit organization.

GETTING MORE INFORMATION

16. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

17. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

Exhibit B



CASE ASSUMPTIONS

Class Members	1,228
Opt Out Rate	1%
Opt Outs Received	12
Total Class Claimants	1,216
Subtotal Admin Only	\$13,500.00

Not-to-Exceed Total \$13,500.00

For 1228 Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

November 21, 2022

Case: Long v Capitol Compliance Opt-Out

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Max W. Gavron

Firm: Diversity Law Group, APC

Contact Number: (213) 488-6555

Email: mgavron@diversitylaw.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 1228 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	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$144.18	1	\$144.18
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$250.00	1	\$250.00
Total			\$926.18

* 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	3	\$375.00
Data Merge & Duplication Scrub	\$0.25	1,228	\$307.00
Notice Packet & Opt-Out Form	\$1.25	1,228	\$1,535.00
Estimated Postage (up to 2 oz.)*	\$0.84	1,228	\$1,031.52
Static Website	\$200.00	1	\$200.00
Total			\$3,448.52

* 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	3	\$165.00
Skip Tracing Undeliverables	\$1.50	246	\$368.40
Remail Notice Packets	\$1.25	246	\$307.00
Estimated Postage	\$0.84	246	\$206.30
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$1,146.70

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$1.25	1,216	\$1,519.65
Estimated Postage	\$0.61	1,216	\$741.59
Total			\$3,921.24

* 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	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	122	\$182.36
Case Associate	\$50.00	3	\$150.00
Reconcile Uncashed Checks	\$70.00	3	\$210.00
Conclusion Reports	\$125.00	2	\$250.00
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)	\$1,500.00	1	\$1,500.00
Check to Cy-Pres	\$125.00	1	\$125.00
Uncashed Checks to the State of California Controllers Office Estimated 60 Total Class Members	\$0.00	1	\$0.00
Total			\$3,137.36

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

Estimate Total: \$13,500.00



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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.