

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

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

AMY PHELAN, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

RLS-CMC, INC., a Delaware Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2101907
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION

Complaint filed: 4/13/2021

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Amy Phelan v. RLS-CMC, Inc.* (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.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii)

1 responding to inquiries from Class Members; (iii) determining the validity of letters indicating a
2 request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections
3 to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks
4 submitted by Class Members; (iv) calculating the Net Settlement Amount and the Individual
5 Settlement Shares to Class Members; (v) calculating and issuing the Individual Settlement
6 Payments and distributing them to Settlement Class Members and Individual PAGA Payments to
7 Aggrieved Employees; (vi) issuing the payment to Class Counsel for attorneys’ fees and costs, the
8 Enhancement Payments to both Plaintiffs, and the employer/employee payroll taxes to the
9 appropriate taxing authorities; and (vii) such other tasks as set forth in the Settlement Agreement
10 or as the Parties mutually agree or as the Court orders.

11 3. On November 30, 2023, Phoenix received a data file from Defense Counsel that
12 contained names, last known mailing addresses, and workweeks for each Class Member (“Class
13 List”) from April 13, 2017 to May 2, 2023 (“Class Period”). The final mailing list contained fifty-
14 five (55) individuals identified as Class Members.

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

19 5. On December 4, 2023, Phoenix mailed the Notice via U.S. first class mail to all
20 fifty-five (55) Class Members on the Class List. A true and correct copy of the mailed Notice is
21 attached hereto as **Exhibit A**.

22 6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.
23 Therefore, zero (0) Notices are considered undeliverable.

24 7. 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 January 18, 2024.
27
28

1 8. 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 January
3 18, 2024.

4 9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
5 from Class Members. The deadline for submitting a dispute was January 18, 2024.

6 10. There are fifty-five (55) Class Members who did not submit timely and valid
7 Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100%
8 of the Class. Settlement Class Members have worked a collective total of 3,720 Workweeks during
9 the Class Period.

10 11. The Escalator Clause of the Settlement Agreement indicates if the total Workweeks
11 exceeds 3,960, the Gross Settlement Amount shall be increased \$69.44 for each Workweek above
12 3,600. The total number of Workweeks was 3,720, and therefore the Escalator Clause was not
13 triggered.

14 12. The Net Settlement Amount of \$136,102.20 available to pay Settlement Class
15 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$83,333.33),
16 and Class Counsel costs (\$9,564.47), requested Enhancement Payment to Plaintiff Phelan
17 (\$5,000.00), the PAGA Amount (\$10,000.00), and the requested Settlement Administration Costs
18 (\$6,000.00) from the Gross Settlement Amount (\$250,000.00). The Net Settlement Amount will
19 be further reduced by \$25,343.98 for prior payments issued to Class Members for entering into
20 individual settlement agreements.

21 13. Based upon the calculations stipulated in the Settlement, the highest Individual
22 Settlement Share to be paid is approximately \$12,861.30, the lowest Individual Settlement Share
23 to be paid is approximately \$50.00, while the average Individual Settlement Share to be paid is
24 approximately \$2,013.79. Settlement Class Members will be issued payment of their Individual
25 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
26 respect to the wages portion of the Individual Settlement Share (the net payment is their
27 "Individual Settlement Payment").
28

1 14. As of the date of this declaration, Phoenix has not received Social Security
2 Numbers for the Settlement Class Members. Phoenix will not be able to issue Individual
3 Settlement Payments without a valid Social Security Number.

4 15. Additionally, \$10,000.00 of the Gross Settlement Amount has been allocated
5 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
6 \$7,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
7 or \$2,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
8 are or were employed by Defendant from April 13, 2020 to May 2, 2023 ("PAGA Period"). There
9 are fifty-four (54) Aggrieved Employees who worked a total of 3,529 workweeks during the
10 PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$112.62, the
11 lowest Individual PAGA Payment to be paid is approximately \$0.30, and the average Individual
12 PAGA Payment to be paid is approximately \$46.30.

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

15 17. Phoenix's costs associated with the administration of this matter are \$6,000.00.
16 This includes all costs incurred to date, as well as estimated costs involved in completing the
17 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
18 **Exhibit B.**

19
20 I declare under penalty of perjury of the laws of the State of California that the foregoing
21 is true and correct.

22 Executed this 9th day of February 2024, at Orange, California.

23
24 
25 _____
26 TAYLOR MITZNER
27
28

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Amy Phelan v. RLS-CMC

(Riverside Superior Court, Case No. CVRI2101907)

The Riverside Superior Court authorized this Notice. Read it carefully!***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against RLS-CMC and its alleged owners Roger Lee Sanchez and Jasmine Bormann (RLS-CMC, Roger Lee Sanchez, and Jasmine Bormann shall collectively be referred to as “Defendants”) for alleged violations of the California Labor Code.

The Action was initially filed by Geoffrey Kinzel, but Amy Phelan later substituted into the case as the “Plaintiff” or “Class Representative.” The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of a class of nonexempt employees (those who were eligible to receive overtime) employed by Defendants in California (“Class Members”) during the Class Period (April 13, 2017, through May 2, 2023); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all nonexempt employees (those who were eligible to receive overtime) employed by Defendants in California during the PAGA Period (April 13, 2020 to May 2, 2023) (“Aggrieved Employees”). (Plaintiff and Defendants shall be collectively referred to as the “Parties.”)

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

«First_Name» «Last_Name»/«PSA_ID»

<i>Calculations and Data Points for Estimated Individual Class Payment</i>				
Weeks Worked from 4/13/2017 to 4/30/2021. 4 Share Points per Week	Weeks Worked from 5/1/2021 to 5/2/2023. 1 Share Point Per Week	Total Share Points	Prior Payment Received (if any)	Estimated Individual Class Payment
«User_1»	«User_2»	«Total_Share_Points»	«User_3»	«ESA_Before_Paga»

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Weeks Worked during PAGA Period (4/13/2020 to 5/3/2023)	Estimated Individual PAGA Payment
«PAGA_Work_Weeks»	«PAGA_Amount»

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) Also, while the range of recovery will differ for Class Members, it is estimated that the average payment will be \$1,681.86, the high payment will be \$11,647.88, and the low payment will be \$50.00. If you believe that you worked more weeks during the periods discussed above, or if you believe you did not receive a Prior Payment (or the amount is inaccurate), you can submit a challenge by January 18, 2024 (“**Response Deadline**”). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion Form by January 18, 2024 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection Form stating why you object to the settlement by January 18, 2024 (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit the enclosed Dispute Form with any supporting evidence to the Phoenix Class Action Administration Solutions (the “Settlement Administrator”), a third party that is responsible for sending this Notice) (see Section 4 for more details on how to submit a Dispute Form). Defendants’ records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: MARCH 8, 2024 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of RLS-CMC. The Action accuses Defendants of violating California labor laws by failing to pay minimum and overtime wages, failure to provide meal and rest breaks and pay meal and rest period premiums, failure to reimburse business expenses, failure to timely pay wages each period and upon separation of employment, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (“PAGA”).

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$250,000 as the “Settlement Amount.” Defendants have agreed to pay a total Settlement Amount of \$250,000, and Defendants shall be entitled to a credit of \$25,343.98 toward the Settlement Amount for Prior Payments already made to 17 Class Members. Defendants have agreed to deposit the Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Settlement Amount (less the Prior Payments) not more than 15 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third of the Settlement Amount (\$83,333.33) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$5,000 to the Class Representative as a Service Payment for litigating the Action, working with Class Counsel and representing the Class. The Class Representative’s Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

C. \$6,000 to the Settlement Administrator for services administering the Settlement.

D. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their total Share Points, as discussed above.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of one-third of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void. Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement,

Questions? Please call the Settlement Administrator Toll Free at: (800) 523-5773

you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective representatives, agents, heirs, and assigns, release the Released Parties (which includes Defendants, and their officers, directors, employees and agents) from include all claims stated in the operative Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay wages each period, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition (the “Released Class Claims”). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Release of Released PAGA Claims. After the Court’s judgment is final, and Defendants have paid the Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiff on behalf of herself, the State of California and the LWDA shall release the Released Parties from all PAGA claims that Plaintiff alleged against the Released Parties (which includes Defendants, and their officers, directors, employees and agents) based on the facts stated in the relevant LWDA notice letters and only to the extent that they are alleged in the operative Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay wages each period, (7) failure to timely pay wages upon separation of employment, and (8) failure to provide accurate itemized wage statements, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code Section 2698 based on the facts or claims alleged in the LWDA notice letters and operative Complaint (“PAGA Released Claims.”) The time period governing the PAGA Released Claims shall be any time during the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments based on each person’s total Share Points. Each Class Member’s Share Points shall be calculated as follows: (1) each Week Worked by a Class Member from April 13, 2017, through April 30, 2021, shall be credited with 4 Share Points, and (2) each Week Worked by a Class Member from May 1, 2021, through May 2, 2023, shall be credited with 1 Share Point. The total combined share points in both classes will be referred to as a Class Member’s Share Points. The Settlement Administrator will then calculate the Class Member’s Individual Class Payment by multiplying the Class Member’s Share Points by the “Share Point Rate” which is the value of each individual Share Point, as calculating by dividing the Net Settlement Amount by the total of all Share Points credited to all Class Members. The Individual Class Payment will then be reduced by any Prior Payment received by the Class Member (but in no instance shall the offset from the Prior Payment cause an Individual Class Payment to drop below \$50.00).

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked and/or Share Points. The number of weeks you worked during the Class Period and PAGA Period (and the corresponding Share Points), as recorded in Defendants’ records, are stated in the tables on page 2 of this Notice. You have until January 18, 2024 (“Response Deadline”) to dispute the number of Workweeks credited to you by mailing the enclosed Dispute Form to the Settlement Administrator on or before January 18, 2024. Section 9 of this Notice has the Administrator’s contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendants’ calculation of weeks worked based on Defendants’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendants’ Counsel. The Settlement Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who doesn’t opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. To opt-out, you must complete, sign, and mail the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before the Response Deadline (as a reminder, **the "Response Deadline" is January 18, 2024**). Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form and include any and all evidence and supporting papers. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed in Section 9 on the Objection Form, **postmarked** on or before the Response Deadline. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On March 8, 2024, at 8:30 a.m., the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the enclosed Request for Exclusion Form, Dispute Form, or Objection Form, or the Settlement itself, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice and request for Exclusion, Objection, and Dispute Forms be sent to you in the mail. If you wish to communicate directly with Class or Defense Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on November 16, 2023 and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2101907) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel	Settlement Administrator
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

DISPUTE FORM

Amy Phelan v. RLS-CMC
(Riverside Superior Court, Case No. CVRI2101907)

Please verify and/or complete any missing identifying information:

«First_Name» «Last_Name»
«Address_1»
«City», «State» «ZIP_Code»

The following charts are based on the records of Defendant RLS-CMC and reflect: (1) the number of weeks worked at RLS-CMC as a nonexempt (hourly paid) employee in California during the applicable periods, and (2) the amount of “Prior Payment” you received (if any) as part of an individual settlement of the claims in this Action.

<i>Data Points for Calculations of Individual Class Payment</i>	
Weeks Worked from 4/13/2017 to 4/30/2021	«User_1»
Weeks Worked from 5/1/2021 to 5/2/2023	«User_2»
Prior Payment Received (if any)	«User_3»

<i>Data Points for Calculations of Individual PAGA Payment</i>	
Weeks Worked from 4/13/2020 to 5/3/2023	«PAGA_Work_Weeks»

DO YOU DISAGREE WITH THE INFORMATION ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

- ☐ **NO: STOP HERE -- DO NOT RETURN THIS FORM.**
- ☐ **YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.**

«PSA_ID»

Please state why you believe that you should be credited with more Weeks Worked than shown in the chart and attach copies (not originals) of supporting documentation. Moreover, if you believe that you should be credited with a different amount of “Prior Payment”, please describe the reason and attach any supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination as to these issues.

Signed on _____, 2023

«First_Name» «Last_Name»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN JANUARY 18, 2024:

Settlement Administrator:

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

OBJECTION FORM

Amy Phelan v. RLS-CMC

(Riverside Superior Court, Case No. CVRI2101907)

Please verify and/or complete any missing identifying information:

«First_Name» «Last_Name»

«Address_1»

«City», «State» «ZIP_Code»

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Phelan v. RLS-CMC* on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2023

«First_Name» «Last_Name»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN JANUARY 18, 2024.

Settlement Administrator:

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

REQUEST FOR EXCLUSION FORM

Amy Phelan v. RLS-CMC

(Riverside Superior Court, Case No. CVRI2101907)

«First_Name» «Last_Name»

«Address_1»

«City», «State» «ZIP_Code»

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Phelan v. RLS-CMC* (Riverside Superior Court Case No. CVRI2101907). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than an Individual PAGA Payment if I qualify as an Aggrieved Employee (see first page of the Court Approved Notice of Class Action Settlement).

Signed on _____, 2023

«First_Name» «Last_Name»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN JANUARY 18, 2024:

Settlement Administrator:

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

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	55
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	55
Subtotal Admin Only	\$6,243.78

Flat Fee Total \$6,000.00

February 6, 2024

Case: Phelan v. RLS-CMC

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*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	10	\$20.00
NCOA (USPS)	\$0.15	55	\$8.25
Total			\$568.25

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.15	55	\$8.25
Notice Packet & Opt-Out Form	\$0.95	55	\$52.25
Estimated Postage (up to 1 oz.)	\$0.87	55	\$47.85
Total			\$308.35

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	\$1.00	0	\$0.00
Remail Notice Packets	\$0.95	0	\$0.00
Estimated Postage	\$0.60	0	\$0.00
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$215.00

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	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	1	\$135.00
Disbursement Review	\$135.00	1	\$135.00
Programming Manager	\$95.00	1	\$95.00
QSF Fees, Bank Account & EIN	\$135.00	1	\$135.00
Check Run Setup & Printing	\$135.00	4	\$540.00
Mail Class Checks, W2 and 1099 *	\$0.90	55	\$49.50
Estimated Postage Checks, W2 and 1099	\$0.64	55	\$35.20
Total			\$1,124.70

* 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	2	\$230.00
Remail Undeliverable Checks (Postage Included)	\$1.70	4	\$7.48
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	5	\$425.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$115.00	3	\$345.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$3,107.48

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

Total: \$6,243.78