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Attorneys for Plaintiff and the Class

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

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

Plaintiff,

vs.

BARBIER SECURITY GROUP, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 2000399

Honorable Stephen Freccero
Department A

CLASS ACTION

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

Date: January 24, 2023
Time: 1:30 p.m.
Department: A

Complaint Filed: January 31, 2020
FAC Filed: June 23, 2022
Trial Date: None Set

1 4. On October 20, 2022, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On October 27, 2022 Phoenix mailed the Class Notice via U.S. first class mail to all
6 one thousand one hundred fifteen (1,115) Class Members on the Class List. A true and correct copy
7 of the mailed Class Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, ninety-seven (97) Class Notices have been returned
9 to Phoenix. None were returned with a forwarding address. For the ninety-seven (97) Class Notices
10 returned from the Post Office without a forwarding address, Phoenix attempted to locate a current
11 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
12 available for skip tracing. Of the ninety-seven (97) Class Notices that were skip traced, ninety (90)
13 updated addresses were obtained and the Class Notice was promptly re-mailed to those Class
14 Members via first class mail.

15 7. As of the date of this declaration, twenty-two (22) Class Notices remain
16 undeliverable, specifically, seven (7) are undeliverable since an updated address could not be
17 obtained via skip trace, while fifteen (15) are undeliverable since they were returned by the Post
18 Office after a second mailing.

19 8. As of the date of this declaration, Phoenix has received two (2) Requests for
20 Exclusion from Class Members Darrel Massey and Gabriel Bravo Gallardo. The deadline to request
21 exclusion from the Class Settlement was December 12, 2022.

22 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
23 from Class Members. The deadline for objecting to the Class Settlement was December 12, 2022.

24 10. As of the date of this declaration, Phoenix has received one (1) Workweek dispute
25 from Class Members. The deadline for submitting a dispute was December 12, 2022. Upon
26 conferring with the Parties, it was determined the disputing Class Member was entitled to additional
27 weeks worked during the Class Period. Phoenix updated the Class Member’s weeks according to
28 Defendant’s records.

1 11. There are one thousand one hundred thirteen (1,113) Class Members who did not
2 submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class
3 Members, representing 99.82% of the Class. Settlement Class Members have worked a collective
4 total of forty-two thousand seventy-two (42,072) workweeks during the Class Period. Each
5 Workweek is valued at approximately \$8.21

6 12. The Escalator Clause of the Settlement Agreement indicates if the actual Workweeks
7 exceeded the estimate by more than ten percent (10%), which is forty-two thousand two hundred
8 ninety-eight (42,298) workweeks, the Maximum Settlement Amount will increase on a proportional
9 basis. Because the total Workweek count did not exceed the cap specified in the Agreement, the
10 Escalator Clause was not triggered.

11 13. The Net Settlement Amount of \$345,500.00 available to pay Settlement Class
12 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$248,500.00),
13 and Class Counsel costs (\$28,000.00), the requested Enhancement Payment to Plaintiff
14 (\$7,000.00), the PAGA Penalties (\$70,000.00), and the requested Settlement Administration Costs
15 (\$11,000.00) from the Gross Settlement Amount (\$710,000.00).

16 14. Based upon the calculations stipulated in the Settlement, the highest Individual
17 Settlement Share to be paid is approximately \$2,742.85, the lowest Individual Settlement Share to
18 be paid is approximately \$8.21, while the average Individual Settlement Share to be paid is
19 approximately \$310.42. Settlement Class Members will be issued payment of their Individual
20 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
21 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
22 Settlement Payment").

23 15. Additionally, \$70,000.00 of the Gross Settlement Amount has been allocated toward
24 penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or
25 \$52,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
26 or \$17,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
27 are or were employed by Defendant during the PAGA Period. There are five hundred forty-eight
28 (548) Aggrieved Employees who worked a total of seven thousand seven hundred forty-four (7,744)

1 pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is
2 approximately \$101.69, and the average Individual PAGA Payment to be paid is approximately
3 \$31.93.

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

6 17. Phoenix's costs associated with the administration of this matter are \$11,000.00.
7 This includes all costs incurred to date, as well as estimated costs involved in completing the
8 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
9 **Exhibit B.**

10
11 I declare under penalty of perjury of the laws of the State of California that the foregoing is
12 true and correct.

13 Executed this 3rd of January 2023, at Orange, California.

14
15  _____
16 TAYLOR MITZNER
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Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Margaret Taylor v. Barbier Security Group
Superior Court of California for the County of Marin, Case No. CIV 2000339

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Margaret Macedo (formerly Margaret Taylor) ("Plaintiff") and Defendant Barbier Security Group ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled ***Margaret Taylor v. Barbier Security Group***, **Marin County** Superior Court, Case No. **CIV 2000339** ("Action"), **which** may affect your legal rights. On September 13, 2022, the Court granted preliminary approval of the settlement and scheduled a hearing on January 24, 2023, at 1:30 p.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from January 31, 2016, through July 1, 2022.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Group Members" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the period from August 31, 2020 through July 1, 2022.

II. BACKGROUND OF THE LAWSUIT

On January 31, 2020, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendant in the Marin County Superior Court, Case No. CV2000399. On August 31, 2021, Plaintiff provided written notice, by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that she alleges Defendant violated ("LWDA Letter"). On June 23, 2022, Plaintiff filed a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action ("First Amended Complaint").

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, et seq. and conduct that gives rise to civil penalties under California Labor Code section 2698, et seq. ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, including attending a full day of private mediation with a experienced wage and hour mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On September 13, 2022, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Margaret Macedo as the representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks/PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Group Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and PAGA Group Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Seven Hundred Ten Thousand Dollars (\$710,000) (the “Maximum Settlement Amount”). The amount of seventy thousand dollars (\$70,000) from the Maximum Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Penalties”), of which the LWDA Payment will be paid 75% and the remaining 25% (i.e., seventeen thousand five hundred Dollars (\$17,500)) will be distributed to PAGA Group Members on a *pro rata* basis, based on the number of PAGA Workweeks worked during the PAGA Period.

The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$248,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Eight Thousand Dollars (\$28,000.00) (“Litigation Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Dollars (\$7,000.00) to Plaintiff for her services in the Action; (3) Administration Costs in an amount estimated not to exceed Eleven Thousand Dollars (\$11,000.00) to the Settlement Administrator; and (4) the amount of Seventy Thousand Dollars (\$70,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$52,500.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$17,500.00) will be distributed to PAGA Members (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Class Workweek Point Value”) and multiplied each Class Member’s individual Workweeks by the Class Workweek Point Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment. Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the Employee PAGA Amount by the total number of PAGA Workweeks of all PAGA Members (“PAGA Workweek Point Value”) and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From January 31, 2016 through July 1, 2022 (i.e., Class Period), you are credited as having worked «ClassWeeks» Workweeks.

From August 31, 2020 through July 1, 2022, (i.e., PAGA Period), you are credited as having worked «PAGAWeeks» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case name and number of the Action (*Margaret Taylor v. Barbier Security Group*, CIV 2000339); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contain a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than December 12, 2022.**

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be «EstSetAmt». The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be «PAGAAmt».

The settlement approval process may take multiple months, and payments will not be made until one (1) year after the settlement approval process is over. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect, which will be one (1) year after the Court grants final approval of the Settlement.

D. Released Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all wage-related claims that were alleged in or which could have been alleged in the Complaint based on the factual allegations in the Complaint, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1197, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wages statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the LWDA Letter and First Amended Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001.

“Released Parties” means Defendant and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related corporations.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$248,500.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Eight Thousand Dollars (\$28,000) "Litigation Costs", subject to approval by the Court. All Attorneys' Fees and Litigation Costs awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Group Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Dollars (\$7,000) ("Enhancement Payment"), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment (if applicable) that she is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars (\$11,000) ("Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Group Members of the Settlement, processing Requests for Exclusion, Notice of Objection, and disputes of Workweeks and PAGA Workweeks, calculating Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. PAGA Group Members will still receive their Individual PAGA Payment regardless of whether exclude themselves from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are an PAGA Group Member, you will automatically be bound to the PAGA Settlement, release the Released PAGA Claims, and be issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Group Members will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of the Action (*Margaret Taylor v. Barbier Security Group*, CIV 2000339); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4); contain a clear statement that you request to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than December 12, 2022** at the following address:

Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (1) contain the case name and number of the Action (*Margaret Taylor v. Barbier Security Group*, CIV 2000339); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than December 12, 2022**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Marin County Superior Court, located at 3501 Civic Center Drive, San Rafael, California 94903, on **January 24, 2023, at 1:30 p.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and PAGA Group Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.marincourt.org/home.cgi>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk’s office, located at 3501 Civic Center Drive, San Rafael, California 94903, during business hours, or by online by visiting the following website: <http://www.marincourt.org/PublicIndex/Default.aspx>, clicking “I agree,” and typing in the Court Case Number “CIV 2000339.”

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1,115
Opt Out Rate	0%
Opt Outs Received	2
Total Class Claimants	1,113
Subtotal Admin Only	\$13,646.83

INVOICE

\$11,000.00

January 3, 2023

Case: Margaret Taylor v. Barbier Security Group

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	209	\$418.00
NCOA (USPS)	\$281.25	1	\$281.25
Total			\$1,249.25

* 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	1,115	\$111.50
Notice Packet & Opt-Out Form	\$1.30	1,115	\$1,449.50
Estimated Postage (up to 2 oz.)*	\$0.53	1,115	\$590.95
Static Website	\$100.00	1	Included
Check Cashing Reminder Postcard	\$0.60	234	\$140.24
Postage Included			
Total			\$2,492.19

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

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	5	\$275.00
Skip Tracing Undeliverables	\$0.85	279	\$236.94
Remail Notice Packets	\$0.75	276	\$206.81
Estimated Postage	\$0.53	276	\$146.15
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$914.90

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	8		\$80.00
Case Manager	\$85.00	5		\$425.00
			Total	\$1,335.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	2		\$270.00
Disbursement Review	\$135.00	2		\$270.00
Programming Manager	\$95.00	2		\$190.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	7		\$945.00
Mail Class Checks *	\$0.90	1,113		\$1,001.70
Estimated Postage	\$0.53	1,113		\$589.89
			Total	\$3,401.59

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	4		\$460.00
Remail Undeliverable Checks (Postage Included)	\$1.50	223		\$333.90
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	\$300.00	1		\$300.00
Estimated <u>91</u> Total Class Members				
			Total	\$4,253.90

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

TOTAL: \$13,646.83