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Attorneys for Plaintiff and the aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

BEAU LANINOVICH, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

BEAR VALLEY SPRINGS ASSOCIATION;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. BCV-21-102750-BCB

[Case Assigned for All Purposes to Hon.
Bernard C. Barmann, Jr. in Div. H]

**DECLARATION OF JONATHAN PAUL
RE: PLAINTIFF'S APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT**

Date: January 10, 2024

Time: 8:30 a.m.

Div.: H

Complaint Filed: January 20, 2022

FAC Filed: June 1, 2022

Trial Date: None Set

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1. I am a resident of the United States of America and am over the age of 21. I am the CEO for Xpand Legal Consulting LLC (“Xpand”), a legal administration service provider. I am preparing this declaration at the request of Plaintiffs’ Counsel. I have personal knowledge of the facts contained herein, and, if called upon to testify, I could testify accordingly.
2. Xpand has extensive experience in disseminating class action notices and administering class action and PAGA settlements. This includes direct mail, telephone and online support, database management, form processing and fund distribution. The cases our team has administered have ranged from 17 to 350,000 Class Members. Attached as **Exhibit A**, is a true and correct copy of Xpand's CV, outlining our core competencies in legal administration. Xpand uses proprietary systems and processes that follow industry standards for data management, call center and distribution.
3. If selected by the Parties and appointed by the Court to handle the administration of this case, Xpand understands its duties will include but are not limited to: (a) performing address location services to locate aggrieved employee addresses; (b) mailing notice and checks (“PAGA Packet”) to aggrieved employees; (c) handling inquiries from aggrieved employees; and (d) performing other such duties as the parties and/or the Court may direct.
4. Upon appointment, Xpand will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from aggrieved employees. After receiving the aggrieved employee data file from Defendant, that should contain the aggrieved employees' names, last known addresses, social security numbers, and PAGA Pay Period counts for each aggrieved employee, Xpand will upload the data into a database, check for duplicates and other potential inconsistencies.
6. While preparing to mail the PAGA Packet, Xpand will utilize the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS") to update or confirm the mailing addresses of aggrieved employees. If an updated address is found, Xpand

will use the new address to mail the PAGA Packet. If Xpand does not locate an updated address, it will use the original address provided by Defendant to mail the PAGA Packet. If any PAGA Packets are returned to Xpand's office as undeliverable, Xpand will attempt to locate an updated address using industry standard skip trace databases and will promptly remail the PAGA Packet.

7. Xpand's distribution process will include; (a) applying for case specific Employer Identification Number ("EIN"); (b) establishing Qualified Settlement Fund ("QSF"); (c) reconciling the QSF; (d) calculating payment amounts and applicable taxes, if any; (e) distributing payments to eligible aggrieved employees; (f) providing applicable tax forms, if any (e.g. W2, 1099-MISC, 1099-INT, etc.); (g) performing other duties directed by the parties or court.
8. Xpand carries sufficient E&O and data breach insurance to cover the value of the settlement fund and any possible damages that result from a breach, defalcation of funds or other misfeasance.
9. Xpand has no known conflict of interest or financial relationship with the Aggrieved Employees, the LWDA, PAGA Counsel or Defense Counsel.
10. The services above are included in Xpand's cost estimate, which is attached to this declaration as **Exhibit B** and reflects a not to exceed amount of \$5,000.
11. I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. Executed this 14th day of December 2023, at Laguna Hills, California.


Jonathan Paul

EXHIBIT A

XPAND

ABOUT XPAND

Xpand is a fast-growing legal administration firm. With over 20 years of industry experience, CEO, Jonathan Paul, leverages his subject matter expertise to ensure excellence is at the core of all we do. Starting his legal administration career as a Project Manager, he later advanced into positions such as Senior Vice President at one of the largest administrators in the country and President of Sales & Marketing for a long-standing boutique firm. He now works closely with the project and case teams to ensure best in class processes are followed.

COO, Tiffany Paul, comes with over a decade of experience at one of the largest consumer goods companies in the world. Coupled with the successful launch and scale of her own startups, Tiffany brings creative solutions to a field that has a tendency to be stuck in its ways and has improved dozens of processes during her tenure running legal administration projects.

The case management team has been involved in projects spanning several practice areas, including:

- Data Breach
- Consumer Protection
- Discrimination
- Mass Tort
- PAGA
- Personal Injury
- Product Liability
- Wage and Hour
- ERISA
- Antitrust

ABOUT OUR STRATEGY

Xpand's taking a fresh look at the processes and procedures that have dominated the legal administration space for decades and quickly finding there is plenty of opportunity to innovate.

We've partnered with industry leaders in HR, IT, printing, telecom, banking, and tax reporting to build solutions that meet the needs of any project. Whether it's a small wage & hour case in need of cost effective administration or a multi-tiered mass tort case in need of sophisticated implementation, Xpand has the solution. We spend the time understanding the clients' needs before deploying the right resources in as quickly as 24 hours, allowing law firms to continue their day to day without disruption.

XPAND

ABOUT OUR SERVICES

Xpand is growing quickly and regularly adding services to our repertoire, but currently offers:

- Notification
- Project Management
- Print & Mail
- Call Center
- Legal Advertising
- Website Development
- Forms Processing
- Client Intake
- Address Location
- Data Management
- Qualified Settlement Fund (QSF) Management
- Fund Distribution
- Tax Reporting
- Medical Record Review
- Lien Resolution

ABOUT OUR EXPERIENCE

Cases the team has been involved in are:

- *Johnson v Investment Concepts, Superior Court of California, County of San Diego*, Case No. 37-2022-00018300-CU-NP-CTL
- *Chavis v. Grocery Outlet, Superior Court of California, County of Sacramento*, Case No. 34-2021-00309003-CU-OE-GDS:
- *Janine Mireles v. Lodi Memorial Hospital Association, Inc. et al., Superior Court of California, County of San Joaquin*, Case No. STK-CV-UOE-2020-0004458
- *Busby v. Mission Loans, LLC, et al., Superior Court of California, County of Los Angeles*, Case No. 23STCV07682
- *Barton v. United Development Group, Inc., Superior Court of California, County of San Diego*, Case No. 37-2021-00039885-CU-OE-CTL
- *Fleschert v. Cedars-Sinai Medical Center, Superior Court of California, County of Los Angeles*, Case No. 19STCV05681
- *Cruz, et al. v. Los Compadres Restaurant, Inc., Superior Court of California, County of Los Angeles*, Case No. 23STCV03673
- *Diaz v. New York Paving*
- *Bahramipour v. Citigroup Global Markets, Inc., Case No. C 04-4440 CW (N.D. Cal. Feb. 22, 2006)*
- *Donohue v. AMN Services, LLC*, Case No. S253677, _P.3d ___, 2021 WL 728871 (Cal. Feb. 25, 2021)
- *Goddard, et al. v. Longs Drug Stores Corporation, et al. Employee Overtime Litigation*
- *Quintero v. Ready PAC Foods, Superior Court of California, County of Los Angeles*, Case No. 20STCV48608
- *Ramirez v. J.C. Penney Corporation*, Case No. 6:14-cv-00601-RWS-KNM
- *Cynthia Isabel Mojica et al. v Ready Pac Foods, Inc. et al.*, Case No. BC522170
- *Lopez; Blevins; and Giron, vs. MOTEL 6*, Case No.: 56-2020-00542312-CU-OE-VTA

XPAND

- *In re iPod Cases*, Judicial Council Coordination Proceeding, *Superior Court of California, County of San Mateo*, Case No. 4355
- *Frank v. United Airlines, Inc.* (9th Cir. 2000) 216 F.3d 845
- *Prata v. Bank One, N.A.*, *Superior Court of California, County of Los Angeles*, Case No. BC211961
- *Big Lots Overtime Cases (Bonaime v. PNS Stores)* Employee Overtime Litigation
- *Albrecht v. Rite Aid Corporation*, *Superior Court of California, County of San Diego*, Case No. 729219
- Mass Tort: Several medical device and pharmaceutical cases, which are confidential.

EXHIBIT B

XPAND

Case Name:

Bear Valley PAGA Settlement

Date:

July 31, 2023

Client Name:

Kelsey M. Szamet

Client Email:

kelsey@kingsleykingsley.com

Xpand Contact:

Jonathan Paul

Xpand Contact Email Address:

jonathan@xpandlegal.com

Xpand Contact Phone Number:

310.948.7117

**Cost Estimate for Legal Administration Services*

**Pricing Good for 90 Days*

**Assumes Scope Within - Additional Services Priced Accordingly*

Key Assumptions Used for Pricing

Class Size	311
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	No
Spanish Translation	No
National Change of Address (NCOA)	Yes
Wage Tax Reporting	No
Number of States for Tax Reporting	N/A
Number of Payment Distributions	1
Tax Reporting Years	1
Remaining Funds After Distribution	Cy Pres

Case Setup

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	\$125.00	2	\$250.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	\$125.00	1	\$125.00
NCOA (Includes CASS & LACS)	Flat Fee	\$250.00	1	\$250.00
Spanish Translation	Flat Fee	\$0.00	0	\$0.00
Toll Free Telephone Support	Flat Fee	\$250.00	1	\$250.00
Static Website	Flat Fee	\$0.00	0	\$0.00
Total				\$875.00

**Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at \$125/hour.*

Project Management

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	\$125.00	2	\$250.00
Status Reporting (Ongoing & Final)	Hourly	\$150.00	2	\$300.00
Executive Oversight	Hourly	\$200.00	1	Waived
Total				\$550.00

Distribution

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	\$125.00	1	\$125.00
Data Analyst - Payment File Production & Quality Review	Hourly	\$125.00	1	\$125.00
Print & Mail Payments	Per Piece	\$2.00	311	\$622.00
USPS First Class Mail - 1oz	Per Piece	\$0.61	311	\$189.71
Undeliverable Payment Processing	Per Piece	\$15.00	31	\$466.50
Remail Payments (Undeliverable & Forwards)	Per Piece	\$7.00	40	\$283.01
Tax ID Setup & Shutdown	Flat Fee	\$150.00	1	\$150.00
Qualified Settlement Fund (QSF) Creation & Closure	Flat Fee	\$713.78	1	\$713.78
QSF Monthly Fees & Account Reconciliation	Per Piece	\$250.00	3	\$750.00
Process Remaining Funds to Cy Pres	Flat Fee	\$150.00	1	\$150.00
Total				\$3,575.00

Total Case Cost - Flat Fee: \$5,000.00

All services to be provided by Xpand Legal (hereinafter, "Xpand") to Client shall be subject to the following terms and conditions:

- **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are referenced. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not include any services not referenced in the request for proposal. These services do not constitute legal services or advice. Xpand is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
- **Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates and are subject to change. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to Xpand. Actual fees charged by Xpand to Client may be greater or less than the estimate, and Client shall be responsible for the payment of all charges and expenses in accordance with Section 5 below. Charges incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
- **Payment of Charges:** Xpand agrees to defer payment of fees for up to 48 months or until settlement is reached, whichever is earlier. Xpand invoices are due upon receipt unless otherwise negotiated and agreed to with the Client. The entire remaining balance is due and payable at the time the Account is funded by. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement or case status, do not affect the Client's liability to Xpand for payment of services. Services are not provided on a contingency fee basis.
- **Indemnification:** Client will indemnify and hold Xpand (and the officers, employees, affiliates and agents harmless against any Losses incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any aspect of the project by Xpand in accordance with Client's instructions.
- **Confidentiality:** Xpand maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to Xpand by Client. Should Xpand ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse Xpand for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.
- **Data Rights:** Xpand does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.
- **Document Retention:** Unless directed otherwise in writing by Client, Xpand will maintain documents and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.
- **Limitation of damages:** Xpand is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of Xpand to the Client shall not exceed the total amount billed to the Client for the services that give rise to any loss.
- **Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to Xpand. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Xpand may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.
- **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
- **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand's reasonable control, then such performance shall be excused and this Agreement, at Xpand's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
- **Waiver of Rights:** No failure or delay on the part of either party in exercising any right will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing.
- **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
- **Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On December 18, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF JONATHAN PAUL RE: PLAINTIFF'S APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Reyna E. Macias
rmacias@wfbm.com

WFBM LLP
19900 MacArthur Blvd, Suite 1150
Irvine, CA 92612-2445

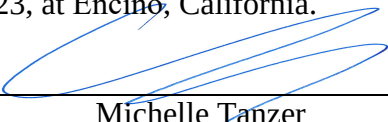
ABRAMSON LABOR GROUP
William Zev Abramson
Wza@abramsonlabor.com
11846 Ventura Blvd., Suite 100
Studio City, CA 91604

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 18, 2023, at Encino, California.



Michelle Tanzer