

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
T: (951) 320-1444 | F: (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

DARREL NORTHRUP, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

GUYOU CONSTRUCTION, INC., a
California Corporation; MARCUS A.
GUYOU, an individual; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CVRI2105858
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION

Complaint filed: December 29, 2021

1 I, Taylor Mitzner, declare as follows:

2 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the
3 Court-appointed Class Action Settlement Administrator for *Northrup v. Guyou Construction,*
4 *Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to
5 testify, I could and would testify competently to such facts.

6 2. Phoenix was selected by the Parties to provide notice of the Settlement and
7 perform class administration duties in this Action. Pursuant to the Stipulation of Class Action
8 and PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was
9 responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement*
10 (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of
11 weeks each Class Member worked during the period from December 29, 2017 to January 26,
12 2023 (“Class Period”) and the number of workweeks that each Aggrieved Employee worked
13 during the time period from December 29, 2020 to January 26, 2023 (“PAGA Period”); (iv)
14 determining the validity of letters indicating a request to be excluded from the Class Settlement
15 (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or
16 dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the
17 Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating
18 and issuing the Individual Settlement Payments and distributing them to Settlement Class
19 Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to
20 Class Counsel for attorneys’ fees and costs, the Enhancement Payments to both Plaintiffs, and
21 the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other
22 tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court
23 orders.

24 3. On June 1, 2023, Defendant deposited the Gross Settlement Amount of
25 \$300,000.00 into the QSF.

26 4. On September 8, 2023, Phoenix received a data file from Defense Counsel that
27 contained names, last known mailing addresses, Social Security numbers, dates of employment,
28

1 and workweeks for each Class Member (“Class List”) during the Class Period. The final mailing
2 list contained two hundred five (205) individuals identified as Class Members.

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

7 6. On September 15, 2023, Phoenix mailed the Notice via U.S. first class mail to all
8 two hundred five (205) Class Members on the Class List. A true and correct copy of the mailed
9 Notice is attached hereto as **Exhibit A**.

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

17 8. As of the date of this declaration, seven (7) Notices remain undeliverable.
18 Specifically, four (4) are undeliverable since an updated address could not be obtained via skip
19 trace, while three (3) are undeliverable since they were returned by the Post Office after a second
20 mailing.

21 9. As of the date of this declaration, Phoenix has received zero (0) Requests for
22 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement
23 was October 30, 2023.

24 10. As of the date of this declaration, Phoenix has received zero (0) Notices of
25 Objection from Class Members. The deadline for objecting to the Class Settlement was October
26 30, 2023.

27 11. As of the date of this declaration, Phoenix has received zero (0) Workweek
28 disputes from Class Members. The deadline for submitting a dispute was October 30, 2023.

1 12. There are two hundred five (205) Class Members who did not submit timely and
2 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
3 100% of the Class. Settlement Class Members have worked a collective total of eight thousand
4 seven hundred twenty-five (8,725) Workweeks during the Class Period. Each Workweek is
5 valued at approximately \$15.88.

6 13. The Escalator Clause of the Settlement Agreement indicates if the total
7 Workweeks increases above nine thousand one hundred ninety-four (9,194), the Gross
8 Settlement Amount shall be increased by \$35.89 for each additional Workweek. The total
9 Workweeks is eight thousand seven hundred twenty-five (8,725). Since the total Workweeks
10 does not exceed 9,194, the Escalator Clause was not triggered.

11 14. The Net Settlement Amount of \$138,519.58 available to pay Settlement Class
12 Members was determined by subtracting the requested Class Counsel attorneys' fees
13 (\$100,000.00), and Class Counsel costs (\$16,980.42), requested Enhancement Payment to
14 Plaintiff Northrup (\$7,500.00), the PAGA Amount (\$30,000.00), and the requested Settlement
15 Administration Costs (\$7,000.00) from the Gross Settlement Amount (\$300,000.00).

16 15. Based upon the calculations stipulated in the Settlement, the highest Individual
17 Settlement Share to be paid is approximately \$3,810.28, the lowest Individual Settlement Share
18 to be paid is approximately \$15.88, while the average Individual Settlement Share to be paid is
19 approximately \$675.71. 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
22 "Individual Settlement Payment").

23 16. Additionally, \$30,000.00 of the Gross Settlement Amount has been allocated
24 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
25 \$22,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and
26 25%, or \$7,500.00, of which shall be paid to all current and former hourly non-exempt
27 individuals who are or were employed by Defendant during the PAGA Period. There are one
28 hundred sixty-one (161) Aggrieved Employees who worked a total of six thousand thirty-seven

1 (6,037) Workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid
2 is approximately \$135.41, and the average Individual PAGA Payment to be paid is
3 approximately \$46.58.

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

6 18. Phoenix's costs associated with the administration of this matter are \$7,000.00.
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
12 is true and correct.

13 Executed this 13th day of November 2023, at Orange, California.
14

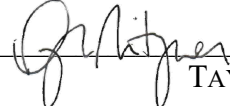
15
16  _____
17 TAYLOR MITZNER
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Darrel Northrup v. Guyou Construction, Incorporated
(Riverside Superior Court, Case No. CVRI2105858)

***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 Guyou Construction, Incorporated, and Marcus Gayou (collectively referred to as “Defendants” or “Guyou Construction”) for alleged wage and hour violations. The Action was filed by Darrel Northrup, a former Guyou employee (“Plaintiff” or “Class Representative”) and seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of a class of non-exempt (i.e., hourly paid) employees employed by Guyou Construction under the job titles of inspection technician, installation foreman, installation technician, or operation & maintenance/service technician in California (“Class Members”) during the Class Period (December 29, 2017, through January 26, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt (i.e., hourly paid) employees employed by Guyou Construction under the job titles of inspection technician, installation foreman, installation technician, or operation & maintenance/service technician in California during the PAGA Period (December 29, 2020 to January 26, 2023) (“Aggrieved Employees”).

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”).

«First_Name» «Last_Name» «PSA_ID»

Two Parts	Weeks Worked During Class Period (Class Member); Weeks Worked During PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	«Total_Weeks» (During Class Period)	«ESA_Before_Paga» (Individual Class Payment)
Aggrieved Employee	«PAGA_Work_Weeks» (During PAGA Period)	«PAGA_Amount» (Individual PAGA Payment)

Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class Payment (less withholding) and your Individual PAGA Payment are shown in the chart above, along with the Workweeks you are credited with working during the Class Period and PAGA Period, respectively, according to Defendants’ records. The actual amount you may receive likely will be different and will depend on a number of 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.)

If you believe that you worked more weeks during either period than Defendants’ records show in the chart above, you can submit a challenge by October 30, 2023, (“**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 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 the Response Deadline (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 regardless of any decision to opt-out. See Section 6 of this Notice.
OBJECT	If you wish to object to the settlement because you find it unfair or unreasonable, you must submit an Objection Form stating why you object to the settlement by the Response Deadline (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 Settlement Administrator (who is Phoenix Settlement Administrators, a third party that is responsible for sending this Notice) (see Section 4 for more details on how to submit a Dispute Form and see Section 9 for the Settlement Administrator’s contact information). 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: December 12, 2023 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. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Guyou Construction employee. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest period premiums, and wages due upon termination, and failing to provide meal periods, rest breaks and 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 (Labor Code §§ 2698, 2699) (“PAGA”).

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

Plaintiff is represented by attorneys in the Action (“Class Counsel”). 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 does 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 \$300,000 as the Settlement Amount.** Defendants agreed to deposit the Settlement Amount into an account controlled by the Settlement Administrator of the Settlement. 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 Settlement 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 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 Settlement Amount.** At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one-third of the Settlement Amount (\$100,000) 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 \$7,500 to the Class Representative as a Service Payment for filing 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. Up to \$7,000 to the Settlement Administrator for services administering the Settlement.
 - D. Up to \$30,000 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.
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") by making Individual Class Payments to Participating Class Members based on their Weeks Worked during the Class Period.
4. **Taxes Owed on Payments to Class Members.** Plaintiff and Defendants are asking the Court to approve an allocation of one-third (33.3%) of each Individual Class Payment to taxable wages ("Wage Portion") and two-thirds (66.7%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes 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, 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 and 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 Settlement Administrators (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The 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 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 Released Class Claims under the Settlement for the duration of the Class Period. If you do not wish to be bound by the Released Class Claims, you must Opt-Out in which case you will not receive an Individual Class Payment.

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, and agents) from all claims stated in the operative Complaint and those based solely upon the facts in the Complaint, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to failure to timely pay wages upon separation of employment, (f) failure to provide accurate itemized wage statements, (g) unfair and unlawful competition, and (h) all other claims for statutory penalties based on the facts or claims alleged in the operative Complaint (the “Released Class Claims” or “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 himself and the State of California shall release the Released Parties (which includes Defendants, and their officers, directors, and agents) from all PAGA claims, based on the facts stated in the operative Complaint in the Action and in the LWDA notice letter, including all PAGA claims seeking civil penalties that premised upon (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to failure to timely pay wages each period and upon separation of employment, (f) failure to provide accurate itemized wage statements, and (g) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698-2699 based on the facts or claims alleged in the operative complaint (“Released PAGA Claims.”) The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500 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. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendants’ records, are stated in the first page of this Notice. You have until the Response Deadline to dispute the number of Workweeks credited to you by mailing the enclosed Dispute Form to the Settlement Administrator on or before the Response Deadline. Section 9 of this Notice has the Settlement 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 Workweek 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 (i.e., 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 this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the 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 October 30, 2023**). 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 December 12, 2023, 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 and Objection Form, or the Settlement, 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 Settlement Administrator for more information or to request that a copy of this Notice and request for Exclusion Form and Objection Form be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted below in Section 9. 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 August 11, 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 (CVRI2105858) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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

<u>Class Counsel:</u>
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Misty Lauby, Esq. <i>misty@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

<u>Settlement Administrator:</u>
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.

REQUEST FOR EXCLUSION FORM

Darrel Northrup v. Guyou Construction, Inc.
(Riverside Superior Court, Case No. CVRI2105858)

«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 *Northrup v. Guyou Construction, Inc.*, (Riverside Superior Court Case No. CVRI2105858). 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 OCTOBER 30, 2023:

Settlement Administrator:

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

OBJECTION FORM

Darrel Northrup v. Guyou Construction, Inc.
(Riverside Superior Court, Case No. CVRI2105858)

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 *Northrup v. Guyou Construction, Inc.*, 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 OCTOBER 30, 2023:

Settlement Administrator:

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

DISPUTE FORM

Darrel Northrup v. Guyou Construction, Inc.
(Riverside Superior Court, Case No. CVRI2105858)

Please verify and/or complete any missing identifying information:

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

According to Guyou Construction's records, the chart below sets forth the number of weeks that you worked at Guyou Construction as a non-exempt (i.e., hourly paid) employee in California under the job title of inspection technician, installation foreman, installation technician, or operation & maintenance/service technician:

	Weeks Worked	Date Range
Class Member	«Total_Weeks»	12/29/17 through 1/26/23 (Class Period)
Aggrieved Employee	«PAGA_Work_Weeks»	12/29/20 through 1/26/23 (PAGA Period)

DO YOU DISAGREE WITH WEEKS WORKED SHOWN 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.**

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. The Parties and Settlement Administrator will consider your challenge and make a determination if you are entitled to additional Weeks Worked:

Signed on _____, 2023

«First_Name» «Last_Name»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN OCTOBER 30, 2023:

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	205
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	205
Subtotal Admin Only	\$7,421.64

Flat Fee Total \$7,000.00

November 7, 2023

Case: Northrup v. Guyou Construction INVOICE

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	21	\$41.00
NCOA (USPS)	\$62.50	1	\$62.50
Total			\$653.50

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	1	\$100.00
Data Merge & Duplication Scrub	\$0.10	205	\$20.50
Notice Packet & Opt-Out Form	\$1.30	205	\$266.50
Estimated Postage (up to 1 oz.)	\$0.84	205	\$172.20
Total			\$559.20

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	\$0.85	13	\$11.05
Remail Notice Packets	\$0.75	9	\$6.75
Estimated Postage	\$0.84	9	\$7.56
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$240.36

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	2	\$270.00
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	205	\$184.50
Estimated Postage Checks, W2 and 1099	\$0.64	205	\$131.20
		Total	\$1,490.70

* 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	3	\$345.00
Remail Undeliverable Checks (Postage Included)	\$1.70	16	\$27.88
Case Associate	\$55.00	4	\$220.00
Reconcile Uncashed Checks	\$85.00	5	\$425.00
Conclusion Reports	\$115.00	3	\$345.00
Case Manager Conclusion	\$85.00	4	\$340.00
Final Reporting & Declarations	\$115.00	3	\$345.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
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	\$3,557.88

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

Total:	\$7,421.64
---------------	-------------------