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Attorneys for Plaintiff  
ANITA RAMIREZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN BERNARDINO**

ANITA RAMIREZ, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

v.

CALIFORNIA MENTOR FAMILY HOME  
AGENCY, LLC, a Delaware limited liability  
company; and DOES 1-100, inclusive,

Defendants.

Case No. CIVSB2203812

*[Assigned for all purposes to Hon. Joseph T.  
Ortiz, Department S-17]*

**DECLARATION OF MAYRA GONZALEZ  
WITH RESPECT TO NOTICE AND  
SETTLEMENT ADMINISTRATION**

Date: October 7, 2024  
Time: 1:30 p.m.  
Dept.: S-17

Action Filed: March 19, 2022  
Trial Date: None

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Anita Ramirez v. California Mentor Family Home Agency, LLC* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On June 3, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained 34 individuals

1 identified as Settlement Class members. There were 2,551 workweeks worked during the relevant  
2 time period, not triggering the escalator clause.

3 4. On June 5, 2024, Phoenix conducted a National Change of Address (“NCOA”)  
4 search in an attempt to update the class list of addresses as accurately as possible. A search of this  
5 database provides updated addresses for any individual who has moved in the previous four (4)  
6 years and notified the U.S. Postal Service of their change of address. As a result of the NCOA  
7 search, Phoenix was able to locate nine (9) updated addresses.

8 5. On June 17, 2024, Phoenix mailed the Notice via U.S. first class mail, in English  
9 only, to all 34 Settlement Class members on the Class List. A true and correct copy of the mailed  
10 Class Notice is attached hereto as **Exhibit A**.

11 6. As of the date of this declaration, zero (0) Class Notices have been returned to  
12 Phoenix. Zero were returned with a forwarding address.

13 7. As of the date of this declaration, Phoenix has received zero (0) Requests for  
14 Exclusion from Settlement Class members. The deadline to request exclusion from the Class  
15 Settlement was August 16, 2024.

16 8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection  
17 from Settlement Class members. The deadline to request exclusion from the Class Settlement was  
18 August 16, 2024.

19 9. As of the date of this declaration, Phoenix has received zero (0) disputes from  
20 Settlement Class members. The deadline to request exclusion from the Class Settlement was August  
21 16, 2024.

22 10. There are 34 Settlement Class members who did not submit timely and valid  
23 Requests for Exclusion and are therefore deemed Settlement Class members, representing 100% of  
24 the Class. Settlement Class members have worked a collective total of 2,551 Workweeks during the  
25 Class Period.

26 11. The Net Settlement Amount of \$146,077.24 available to pay Settlement Class  
27 members was determined by subtracting the requested Class Counsel attorneys' fees (\$100,000.00),

1 and Class Counsel costs (\$23,922.76), requested Service Award to Plaintiff (10,000.00), the  
2 payment to the LWDA for its share of civil penalties (\$15,000.00), and the requested Settlement  
3 Administration Costs (\$5,000.00) from the Gross Settlement Amount (\$300,000.00).

4 12. Based upon the calculations stipulated in the Settlement, the highest Individual  
5 Settlement Share to be paid is approximately \$8,331.11, the lowest Individual Settlement Share to  
6 be paid is approximately \$276.84, while the average Individual Settlement Share to be paid is  
7 approximately \$3,734.40. Settlement Class members will be issued payment of their Individual  
8 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with  
9 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual  
10 Settlement Payment").

11 13. Additionally, \$20,000.00 of the Gross Settlement Amount has been allocated toward  
12 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or  
13 \$15,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,  
14 or \$5,000.00, of which shall be paid to all current and former hourly non-exempt individuals who  
15 are or were employed by Defendant during the PAGA Period. There are 16 Aggrieved Employees  
16 who worked a total of 76 pay periods during the PAGA Period. The highest Individual PAGA  
17 Payment to be paid is approximately \$328.95, and the average Individual PAGA Payment to be paid  
18 is approximately \$312.50.

19 14. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in  
20 addition to the Gross Settlement Amount.

21 15. Phoenix's costs associated with the administration of this matter are \$5,000.00. This  
22 includes all costs incurred to date, as well as estimated costs involved in completing the settlement  
23 distribution. Specifically, Phoenix's costs include those associated with mailing the Class Notices  
24 in English to the 34 Settlement Class Members. A true and correct copy of the invoice from Phoenix  
25 is attached hereto as **Exhibit B**.

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

3 Executed this 3<sup>rd</sup> day of September 2024, at Orange, California.  
4

5 Mayra Gonzalez  
6 MAYRA GONZALEZ  
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# Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

ANITA RAMIREZ, as an individual and on behalf of all others  
similarly situated,

Plaintiff,

vs.

CALIFORNIA MENTOR FAMILY HOME AGENCY, LLC, a  
Delaware limited liability company and DOES 1 through 100,  
inclusive,

Defendants.

Case No. CIVSB2203812

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED SETTLEMENT**

To: All current and former Mentor Recruiters employed at California Mentor Family Home Agency, LLC in California between February 16, 2018 and April 25, 2021, who were classified as exempt and who did not execute arbitration agreements with California Mentor Family Home Agency, LLC. Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this notice?***

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Anita Ramirez v. California Mentor Family Home Agency, LLC*, San Bernardino County Superior Court Action No. CIVSB2203812 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. California Mentor Family Home Agency, LLC (“CMFHA”) records show that you were employed at CMFHA in California in the position of a Mentor Recruiter between February 16, 2018 and April 25, 2021 (the “Class Period”), were classified as exempt and that you did not execute an arbitration agreement with CMFHA. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. You are bound by the PAGA judgment regardless of whether you exclude yourself from the settlement.

***What is this case about?***

Plaintiff Anita Ramirez (“Plaintiff”) brought this Action against CMFHA, seeking to assert claims on behalf of a class of current and former employees in the position of Mentor Recruiter, who were classified as exempt and who worked for CMFHA at any time beginning February 16, 2018. Plaintiff is known as the “Class Representative,” and her attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Action alleges that CMFHA misclassified Mentor Recruiters as exempt employees until April 25, 2021, and because of this misclassification failed to pay Settlement Class members for all earned overtime wages and failed to provide all required meal and rest periods or pay premiums for missed meal or rest periods to Settlement Class members. The Action also alleges that CMFHA failed to provide Settlement Class Members with accurate and complete wage statements, failed to timely pay all final wages at the time of separation of employment, and as a result of the foregoing alleged violations, engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

CMFHA denies that it has done anything wrong or that it misclassified Mentor Recruiters during the relevant time period. CMFHA denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of CMFHA, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with its business operations, CMFHA has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After CMFHA provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to CMFHA, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

**If you are still employed by CMFHA, your decision about whether to participate in the Settlement will not affect your employment. California law and CMFHA's policies strictly prohibit unlawful retaliation.** CMFHA will not take any adverse employment action against or otherwise retaliate or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

***Who are the Attorneys?***

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attorneys for the Plaintiff/Settlement Class members:<br><br><b>LIDMAN LAW, APC</b><br>Scott M. Lidman (SBN 199433)<br>slidman@lidmanlaw.com<br>Milan Moore (SBN 308095)<br>Mmoore@lidmanlaw.com<br>2155 Campus Drive, Suite 150<br>El Segundo, California 90245<br>Tel: (424) 322-4772<br>Fax: (424) 322-4775 | Attorneys for Defendant CMFHA:<br><br><b>DELFINO MADDEN O'MALLEY COYLE &amp; KOEWLER LLP</b><br>Daniel J. Coyle<br>dcoyle@delfinomadden.com<br>Caroline M. Colangelo<br>ccolangelo@delfinomadden.com<br>500 Capitol Mall, Suite 1550<br>Sacramento, California 95814<br>Tel: (916) 661-5700<br>Fax: (916) 661-5701<br>delfinomadden.com |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

***What are the terms of the Settlement?***

On May 13, 2024, the Court preliminarily certified a class, for settlement purposes only, of all current and former employees in the position of Mentor Recruiter who worked for CMFHA between February 16, 2018 and April 25, 2021, who were classified as exempt and who did not execute arbitration agreements with CMFHA. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against CMFHA as described below.

CMFHA has agreed to pay \$300,000 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, attorneys' fees and expenses, Settlement Administration costs, PAGA civil penalties, the Class Representative's Service Award and the employer's share of payroll taxes. The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Class Action Administration Solutions to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$5,000.00 from the Gross Settlement Amount to pay the Settlement Administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$100,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$30,000.00 for verified costs Class Counsel incurred in connection with the Action.

Service Awards to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount of \$10,000.00, to compensate her for her service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. \$15,000.00 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the \$20,000.00 the parties have agreed to allocate to the settlement of Plaintiff's claim on behalf of the Settlement Class members under the PAGA. The remaining \$5,000.00 will be payable to certain of the Settlement Class members employed between February 16, 2021, and April 25, 2021 ("PAGA Employees") as the "PAGA Amount," whether or not they submit a Request for Exclusion, as described below.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Fund ("NSF"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below), and all PAGA Employees. The NSF is estimated at approximately \$140,000.00 and will be divided as follows:

- (i) PAGA Amount: \$5,000.00 of the NSF has been designated as the "PAGA Amount" and will be allocated to PAGA Employees who were employed by CMFHA at any time from February 16, 2021 through April 25, 2021, who were classified as exempt, and who did not execute arbitration agreements, in proportion to the number of pay periods that he or she worked in California as a Mentor Recruiter between February 16, 2021 and April 25, 2021. The payments to PAGA Employees shall be reported as penalties on a Form 1099.
- (ii) Payments to all participating Settlement Class members: Ninety percent (90%) of the remaining NSF will be distributed to all participating Settlement Class members based on each Settlement Class member's proportionate gross payroll paid during the Class Period, by multiplying 90% of the Net Settlement Fund by a fraction, the numerator

of which is the Settlement Class member's gross payroll paid during the Class Period, and the denominator of which is the total gross payroll paid to all Settlement Class members during the Class Period.

- (iii) Waiting Time Amount: Five percent (5%) of the remaining NSF shall be designated as the "Waiting Time Amount." Each participating Settlement Class member whose employment with CMFHA ended at any time from February 16, 2019, through April 25, 2021 (the "Waiting Time Period") shall receive an equal share of the Waiting Time Amount. In other words, the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with CMFHA ended during the Waiting Time Period.
- (iv) Wage Statement Amount: Five percent (5%) of the remaining NSF shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by CMFHA at any time from February 16, 2021 through April 25, 2021 ("Wage Statement/PAGA Period"), shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods worked by that participating Settlement Class member during the Wage Statement/PAGA Period, and which will be calculated by multiplying 5% of the NSF by a fraction, the numerator of which is the participating Settlement Class member's number of pay periods worked during the Wage Statement/PAGA Period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during the Wage Statement/PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion and all PAGA Employees.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Amount regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Settlement checks will be valid for 180 days from the date the Settlement Administrator mails them. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will be transferred to the California's Secretary of State Controller's Office – Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member or PAGA Employee

Within ten (10) calendar days following the deposit of the Gross Settlement Amount with the Settlement Administrator by CMFHA, the Settlement Administrator will calculate Individual Settlement Payment amounts, as well as the amount of the employer's share of payroll taxes due on the wage portion of the Individual Settlement Payments and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Individual Settlement Payments, less applicable taxes and withholdings, to participating Settlement Class members. Settlement Awards are expected to be disbursed in November 2024.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be treated as follows: all PAGA penalty shares to PAGA Employees shall be allocated 100 percent (100%) as penalties for which an IRS form 1099 will be issued; all remaining NSF payments shall be allocated Thirty-Three percent (33%) as "wages," for which an IRS form W-2 will be issued and Sixty Seven percent (67%) as penalties and interest, for which an IRS form 1099 will be issued. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, CMFHA and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members and PAGA Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Settlement Class Members' Release. If the Court approves the Settlement, Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge CMFHA and each of its past and present agents, officers, directors, employees, owners, shareholders, investors, members, payroll agents, attorneys, parents, subsidiaries, sister entities, joint and/or integrated employers, affiliates, insurers and/or third-party administrators, including all entities and persons associated with Sevita, and all other persons and entities related thereto (collectively the "Released Parties") from all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the Second Amended Complaint, including claims for: (a) failure to pay overtime wages; (b) failure to provide all meal periods, or premium pay in lieu thereof; (c) failure to authorize and permit all rest periods, or premium pay in lieu thereof; (d) failure to provide complete and accurate wage statements; (e) all claims for waiting time penalties; (f) all claims for unfair business practices that could have been premised on the claims, causes of action or legal theories plead in the Second Amended Complaint; (g) all claims under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") that could have been premised on the claims, causes of action or legal theories pled in the SAC; and (h) all damages, penalties, interest, costs (including attorney fees) and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged in the Second Amended Complaint (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the judgment will be the same as that of the Release.

PAGA Employees' PAGA Release. If the Court approves the Settlement, PAGA Employees, including Plaintiff (and also including those who opt-out from the Class portion of the Settlement), will release and forever discharge the Released Parties from all claims, demands, rights, liabilities and causes of action for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") which were pled in the letters to the LWDA dated February 16, 2022 and December 20, 2023 and the Second Amended Complaint in the Action, or which could have been pled based upon the facts alleged in the operative Second Amended Complaint in the Action that arose during the PAGA Period predicated on the following alleged violations: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal periods and pay premium wages for non-compliant meal periods; (d) failure to authorize and permit rest periods and pay premium wages for non-compliant rest periods; (e) failure to issue

accurate, itemized wage statements and (f) failure to timely pay all wages due upon separation of employment; (collectively, “PAGA Released Claims”). The time period for the release of the PAGA Released Claims shall be the same time period as the PAGA Period.

You cannot submit a Request for Exclusion from the PAGA Release.

The releases are null and void if Defendant fails to fully fund the Settlement. The releases identified herein will only be effective upon the date on which Defendant fully funds the Gross Settlement Amount and employer’s share of payroll taxes (“Effective Date of the Release”). Upon the Effective Date of the Release, all Class Members shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Claims.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

#### ***How can I claim money from the Settlement?***

Do Nothing. If you do nothing, you will be entitled to a share of the Settlement in proportion to the gross dollar amount paid to you by CMFHA (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

If your address is incorrect or has changed, you must notify the Settlement Administrator. It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The Settlement Administrator is: Phoenix Settlement Administrators, Telephone: (800) 523-5773.

#### ***What other options do I have?***

Dispute Information in Notice of Settlement Award. Your award is based on the gross dollar amount paid to you by CMFHA between February 16, 2018, and April 25, 2021 for work performed as a Mentor Recruiter, as well as an amount proportionate to the number of pay periods you worked, if any, as a Mentor Recruiter between February 16, 2021 and April 25, 2021. The information contained in CMFHA’s records regarding each of these factors, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than August 16, 2024. Send disputes directly to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863

**DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending (via mail, fax, or email) to the Settlement Administrator a written “Request for Exclusion” letter or card postmarked no later than August 16, 2024, with your name, address, telephone number, last four digits of your social security number, and your signature. The request must also contain a statement that you wish to be excluded from the Settlement.

Send the Request for Exclusion directly to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the Settlement except for the PAGA payment. **Do not submit both an Objection and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement. Please note that you are bound by the PAGA judgment regardless of whether you exclude yourself from the settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should send a written objection (via mail, fax, or email) to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before August 16, 2024.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for October 7, 2024, at 1:30 p.m., in Department S17 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415 in person or by Court Call. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before August 16, 2024. All objections or other correspondence must state the name and number of the case, which is *Anita Ramirez v. California Mentor Family Home Agency, LLC*, San Bernardino County Superior Court Action No. CIVSB2203812.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on October 7, 2024, at 1:30 p.m., in Department S17 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

***How can I get additional information?***

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415, during regular court hours. You may get more details by examining the Court's file on the Court Access website for the California Superior Court for the County of San Bernardino (<https://cap.sb-court.org/search>) and entering the Case No. CIVSB2204688 in the Case Number Search field. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, CMFHA, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **August 16, 2024**. These deadlines will be strictly enforced.

**BY ORDER OF THE COURT ENTERED ON MAY 13, 2024**

**NOTICE OF SETTLEMENT AWARD**

*Anita Ramirez, Plaintiff, v. California Mentor Family Home Agency, LLC, Defendant*  
 SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. CIVSB2203812

Please complete, sign, date and return this Form to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**(I) Please type or print your name:**


---

 (First, Middle, Last)
**(II) Please type or print the following identifying information if your contact information has changed:**


---

 Former Names (if any)

---

 New Street Address

---

 City

---

 State

---

 Zip Code
**(III) Information Used to Calculate Your Settlement Share:**

According to California Mentor Family Home Agency, LLC's ("CMFHA") records:

- (a)** you received «Gross\_Earnings» gross dollars as payment for services performed as a Mentor Recruiter on behalf of CMFHA between February 16, 2018, and April 25, 2021;
- (b)** you «User\_3» a former employee of CMFHA at any time between February 16, 2019 and April 25, 2021.
- (c)** you worked «Total\_Weeks» pay periods for CMFHA as a Mentor Recruiter in California between February 16, 2021 and April 25, 2021.

Based on the above, your Settlement Payment is estimated at «ESA\_Before\_Paga», which includes a PAGA Payment of «PAGA\_Amount». These amounts are subject to change.

**(IV) If you disagree with items (a), (b), and/or (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:**


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If you dispute the above information from CMFHA's records, CMFHA's records will control unless you are able to provide documentation that establishes otherwise and that CMFHA's records are mistaken. If there is a dispute about whether CMFHA's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN AUGUST 16, 2024.**

# Exhibit B



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## CASE ASSUMPTIONS

|                       |            |
|-----------------------|------------|
| Class Members         | 35         |
| Opt Out Rate          | 1%         |
| Opt Outs Received     | 0          |
| Total Class Claimants | 35         |
| Subtotal Admin Only   | \$5,000.00 |

**Not-to-Exceed Total \$5,000.00**

**For 35 Members**

Pricing Good for Scope of Estimate Only

**December 4, 2023**

## Case: Anita Ramirez v. California Mentor Family Home Agency Opt-Out Admin

Phoenix Contact: Jarrod Salinas

Contact Number: 800-523-5773

Email: Jarrod@phoenixclassaction.com

Requesting Attorney: Milan Moore

Firm: Lindman Law

Contact Number: (424) 318-1602

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Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 35 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

### Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

| Administrative Tasks:        | Rate     | Hours/Units | Line Item Estimate |
|------------------------------|----------|-------------|--------------------|
| Programming Manager          | \$125.00 | 1           | \$125.00           |
| Programming Database & Setup | \$125.00 | 1           | \$125.00           |
| Toll Free Setup*             | \$136.15 | 1           | \$136.15           |
| Call Center & Long Distance  | \$2.00   | 16          | \$32.00            |
| NCOA (USPS)                  | \$15.00  | 2           | \$30.00            |
| Total                        |          |             | \$448.15           |

\* Up to 120 days after disbursement

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

| Project Action                   | Rate     | Hours/Units | Line Item Estimate |
|----------------------------------|----------|-------------|--------------------|
| Notice Packet Formatting         | \$100.00 | 3           | \$300.00           |
| Data Merge & Duplication Scrub   | \$1.00   | 35          | \$35.00            |
| Notice Packet & Opt-Out Form     | \$2.00   | 35          | \$70.00            |
| Estimated Postage (up to 2 oz.)* | \$0.87   | 35          | \$30.45            |
| Static Website                   | \$200.00 | 1           | \$200.00           |
| Total                            |          |             | \$635.45           |

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



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

| Project Action:             | Rate    | Hours/Units | Line Item Estimate |
|-----------------------------|---------|-------------|--------------------|
| Case Associate              | \$55.00 | 2           | \$110.00           |
| Skip Tracing Undeliverables | \$2.50  | 5           | \$13.13            |
| Remail Notice Packets       | \$2.00  | 5           | \$10.50            |
| Estimated Postage           | \$0.87  | 5           | \$4.57             |
| Programming Undeliverables  | \$50.00 | 2           | \$100.00           |
| Total                       |         |             | \$238.19           |

## Database Programming / Processing Opt-Outs, Deficiencies or Disputes

| Project Action:                     | Rate     | Hours/Units | Line Item Estimate |
|-------------------------------------|----------|-------------|--------------------|
| Programming Claims Database         | \$135.00 | 1           | \$135.00           |
| Non Opt-Out Processing              | \$135.00 | 1           | \$135.00           |
| Case Associate                      | \$55.00  | 2           | \$110.00           |
| Opt-Outs/Deficiency/Dispute Letters | \$10.00  | 3           | \$30.00            |
| Case Manager                        | \$85.00  | 2           | \$170.00           |
| Total                               |          |             | \$580.00           |

## Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

| Project Action:            | Rate     | Hours/Units | Line Item Estimate |
|----------------------------|----------|-------------|--------------------|
| Programming Calculations   | \$125.00 | 1           | \$125.00           |
| Disbursement Review        | \$125.00 | 1           | \$125.00           |
| Programming Manager        | \$95.00  | 1           | \$95.00            |
| QSF Bank Account & EIN     | \$100.00 | 2           | \$200.00           |
| Check Run Setup & Printing | \$100.00 | 1           | \$100.00           |
| Mail Class Checks *        | \$1.75   | 35          | \$60.64            |
| Estimated Postage          | \$0.64   | 35          | \$22.18            |
| Total                      |          |             | \$727.81           |

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



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

| Project Action:                                                      | Rate       | Hours/Units | Line Item Estimate |
|----------------------------------------------------------------------|------------|-------------|--------------------|
| Case Supervisor                                                      | \$100.00   | 2           | \$200.00           |
| Remail Undeliverable Checks<br>(Postage Included)                    | \$1.50     | 7           | \$10.40            |
| Case Associate                                                       | \$45.00    | 5           | \$225.00           |
| Reconcile Uncashed Checks                                            | \$70.00    | 3           | \$210.00           |
| Conclusion Reports                                                   | \$115.00   | 2           | \$230.00           |
| Case Manager Conclusion                                              | \$85.00    | 3           | \$255.00           |
| Final Reporting & Declarations                                       | \$120.00   | 2           | \$240.00           |
| IRS & QSF Annual Tax Reporting *<br>(1 State Tax Reporting Included) | \$1,000.00 | 1           | \$1,000.00         |
| Total                                                                |            |             | \$2,370.40         |

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

**Estimate Total: \$5,000.00**



## **TERMS AND CONDITIONS**

**Provisions:** The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

**Data Conversion and Mailing:** The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

**Claims:** PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

**Payment Terms:** All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

### **Tax Reporting Requirements**

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.