

1 Brian J. Mankin, Esq. [CSB No. 216228]
2 *brian@lmlfirm.com*
3 Kristina Bui Carlson, Esq. [CSB No. 294924]
4 *kristina@lmlfirm.com*
5 LAUBY, MANKIN & LAUBY LLP
6 5198 Arlington Avenue, PMB 513
7 Riverside, CA 92504
8 Tel: (951) 320-1444 | Fax: (951) 320-1445

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

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

BRETT CONSTANT, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

ROOTER RANGER, LLC, an Arizona
Limited Liability Company; BEEBE
ENTERPRISES, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB 2206149
*[Assigned to Hon. Judge David Cohn, Dept
S26, for all purposes]*

**DECLARATION OF KEVIN LEE
REGARDING SETTLEMENT NOTICE
ADMINISTRATION**

Complaint filed: March 21, 2022

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Constant v. Rooter Ranger, LLC, et al.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class Action and PAGA Settlement Agreement and Release of Claims (“Agreement” or “Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Settlement of Class and Representative Action* (“Notice”); (ii) responding to inquiries from Class Members; (iii) summing the number of weeks each Class Member worked during the period from March 21, 2018 to January 9, 2023 (“Class Period”) and the number of weeks each Aggrieved Employee worked during the time period from March 21, 2021 to January 9, 2023 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”) as applicable, written objections to the Class Settlement (“Objections”) as applicable, and/or dispute regarding the number of weeks worked submitted by Class Members as applicable; (v) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Service Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On March 3, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, Class Period Workweeks, and PAGA Period Workweeks for each Class Member (“Class Data”) during the Class Period. The final mailing list contained one hundred sixty-three (163) individuals identified as Class Members.

1 4. On March 13, 2023, Phoenix conducted a National Change of Address (“NCOA”)
2 search to update the class list of addresses as accurately as possible. A search of this database
3 provides updated addresses for any individual who has moved in the previous four (4) years and
4 notified the U.S. Postal Service of their change of address.

5 5. On March 13, 2023, Phoenix mailed the Notice via U.S. first class mail, in English,
6 to all one hundred sixty-three (163) Class Members on the Class Data. A true and correct copy of
7 the mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

9 7. As of the date of this declaration, zero (0) Notices are considered undeliverable.

10 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
11 Exclusion from Settlement Class Members. The deadline to request exclusion from the Settlement
12 was April 12, 2023.

13 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
14 from Class Members. The deadline for objecting to the Class Settlement was April 12, 2023.

15 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
16 from Class Members. The deadline for submitting a dispute was April 12, 2023.

17 11. There are one hundred sixty-three (163) Class Members who did not submit timely
18 and valid Requests for Exclusion and are therefore deemed Participating Class Members,
19 representing 100% of all Settlement Class Members. Settlement Class Members have worked a
20 collective total of three thousand nine hundred twenty-eight (3,928) Workweeks during the Class
21 Period.

22 12. The Net Settlement Amount of \$202,126.05 available to pay Settlement Class
23 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$133,333.33),
24 and costs (\$8,040.62), requested Service Payment to Class Representative Constant (\$10,000.00),
25 the total PAGA Amount (\$40,000.00), and the requested Settlement Administration Costs
26 (\$6,500.00) from the Gross Settlement Amount (\$400,000.00).

27 13. Based upon the calculations stipulated in the Settlement, the highest Individual
28 Settlement Payment to be paid is approximately \$5,866.18, the lowest Individual Settlement

1 Payment to be paid is approximately \$51.46, while the average Individual Settlement Payment to
2 be paid is approximately \$1,240.04. Settlement Class Members will be issued payment of their
3 Individual Settlement Payments subject to reduction for the employee's share of taxes and
4 withholdings with respect to the wages portion of the Individual Settlement Payment. Plaintiff
5 Constant's estimated Individual Settlement Payment is \$957.63.

6 14. Additionally, \$40,000.00 of the Gross Settlement Amount has been allocated toward
7 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$30,000.00
8 ("PAGA Penalties"), shall be paid to the Labor and Workforce Development Agency ("LWDA"),
9 and 25%, or \$10,000.00, of which shall be paid to all Aggrieved Employees. There are one hundred
10 nine (109) Aggrieved Employees who worked a total of two thousand fifty-two (2,052) Workweeks
11 during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately
12 \$423.98, and the average Individual PAGA Payment to be paid is approximately \$91.74.

13 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
14 due separately and apart from the Gross Settlement Amount. As of this date, and utilizing the
15 maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$5,841.44.

16 16. To complete the Settlement Administration for the *Constant v. Rooter Ranger, LLC*,
17 *et al.*, the Settlement Administration will include a combination of hard costs and hourly costs
18 detailed below:

- 19 • Hard Costs: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup,
20 NCOA, Skip Tracing, and Re-Mailing of Notices.
- 21 • Hourly Costs: The hourly rates include Programming Database & Setup, Project
22 Management, Notice Formatting, Programming Claims Database, Programming
23 Calculations, Disbursement Review, Printing of Notice & Individual Settlement
24 Payments, Reconciliation of Uncashed Checks, Conclusion Reports, Tax Filings,
25 and Case Management/Maintenance throughout pre- and post-settlement
26 distribution.

27 17. To date, Phoenix has spent time (i) preparing, printing, and mailing the Notice; (ii)
28 responding to inquiries and communicating with Class Members via telephone and mail; (iii)

1 conducting a National Change of Address search to update the Class Members' addresses as
2 accurately as possible; and (iv) providing reports to the Parties' counsel. The time Phoenix has
3 dedicated to this Action, as of this date, is thirteen (13) hours. Phoenix's costs to date are \$2,225.28.

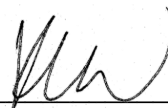
4 18. After final approval, Phoenix will be (i) calculating the Net Settlement Amount and
5 the Individual Settlement Payments and Individual PAGA payments; (ii) issuing the Individual
6 Settlement Payments and, to the extent applicable, Individual PAGA Payment checks and
7 distributing them to Participating Class Members and Aggrieved Employees; (iii) issuing the
8 payment to Class Counsel for Court-approved attorneys' fees and costs, the Service Payment check
9 to Plaintiff, remitting payment to the LWDA and the employer/employee payroll taxes to the proper
10 taxing authorities; (iv) printing and providing Participating Class Members, PAGA Employees,
11 Plaintiff, and Class Counsel with, as applicable and set forth in the Settlement, W-2s and 1099
12 forms; (v) performing reconciliations of the QSF and reissuing any lost and/or misdirected checks.

13 19. The *estimated* time Phoenix will dedicate to this Action, after final approval through
14 closure of the QSF, is twenty-seven (27) hours. Phoenix's *estimated* expenses it anticipates
15 incurring are \$4,284.49.

16 20. Phoenix has agreed to perform all the listed Settlement Administration duties for
17 *Constant v. Rooter Ranger, LLC, et al.* for an agreed upon Flat Fee Total of \$6,500.00. A detailed
18 list of Phoenix's pre-distribution hourly and hard cost totals, in addition to the estimated hours and
19 hard costs needed to complete the post-distribution Settlement Administration, is attached hereto as
20 **Exhibit B**. Due to the nature of work completed thus far in administration, Phoenix anticipates all
21 future tasks to remain within the scope of work priced at \$6,500.00, and therefore respectfully
22 requests \$6,500.00 be awarded.

23
24 I declare under penalty of perjury of the laws of the State of California that the foregoing is
25 true and correct.

26 Executed on May 25, 2023, at Orange, California.

27
28 

KEVIN LEE

Exhibit A

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

Brett Constant v. Rooter Ranger, LLC, et al.

Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2206149

To: All current and former nonexempt employees who were employed by Rooter Ranger, LLC in California at any time between March 21, 2018, through January 9, 2023 (the “Class”):

THIS NOTICE is of a proposed settlement of the above-referenced class action and representative action lawsuit (the “Lawsuit”), and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this Lawsuit. The Court will conduct a hearing on June 22, 2023, to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

«First_Name_» «Last_Name_»

Plaintiff Brett Constant asserted certain wage and hour claims against Rooter Ranger, LLC (“Rooter Ranger”), described below. Rooter Ranger believes it complied with law, denies all liability, and denies Constant or anyone is entitled to any compensation of any kind. Despite this, the parties have reached a proposed class settlement. You have been identified as a Class Member and possible “Aggrieved Employee,” a term defined in the California Labor Code to mean an employee against whom a Labor Code violations has occurred, in the above Lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately «est_set_amt» as your share of the Settlement should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share may be more or less than this estimate. Your estimate is based on the number of eligible weeks that you worked for Rooter Ranger, LLC (“Rooter Ranger”) in California between March 21, 2018, and January 9, 2023 (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator 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 and PAGA claims described in Section IV under the provisions titled “Release of Class Claims” and “Release of PAGA Claims.”
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 by April 12, 2023 (see Section V(B) for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) neither receive any settlement payment for the Class Claims nor release any Class Claims as set forth in Section IV, and (2) be barred from filing an objection to the settlement. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an objection by April 12, 2023 (see Section V(C) for more details on how to object).
DISPUTE YOUR NUMBER OF WORKWEEKS CREDITED	If you believe that the number of weeks that you are credited with working during the Class Period is incorrect, you may submit a written dispute to the Settlement Administrator (see Section IV for more details on how to dispute your credited Weeks Worked). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your workweek calculation is inaccurate.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Constant v. Rooter Ranger, LLC, et al.* San Bernardino County Superior Court Case No. CIVSB2206149 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Rooter Ranger’s records show that you were employed as a nonexempt employee (meaning you were paid hourly or eligible for overtime pay) in California at some point between March 21, 2018, and January 9, 2023 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Rooter Ranger as a nonexempt employee in California at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On March 21, 2022, Plaintiff and Class Representative Brett Constant, through his attorneys (“Class Counsel”), filed a class action complaint against Rooter Ranger for alleged wage and hour violations on behalf of all current and former nonexempt employees employed by Rooter Ranger in California at any time since March 21, 2018. The Lawsuit alleges that Rooter Ranger violated various Labor Code sections by failing to pay all required minimum and overtime wages, failing to provide meal periods and rest breaks, failing to reimburse business expenses, failing to timely pay final wages, and failing to provide accurate and complete wage statements during the Class Period. The Lawsuit also sought equitable relief under the Unfair Competition Law. All these claims are called the “Class Claims.” The Lawsuit also sought, on behalf of the California Labor Workforce Development Agency (“LWDA”), civil penalties pursuant to PAGA as a representative action. The civil penalty claims are called “PAGA Claims” and the relevant period for PAGA claims is March 21, 2021, through January 9, 2023 (“PAGA Period”).

Rooter Ranger has denied, and continues to deny, the factual and legal allegations in the Lawsuit. Rooter Ranger believes that it complied with law, paid all compensation due, and has valid defenses to Plaintiff’s claims. By agreeing to settle, Rooter Ranger is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action and/or a representative action. Rooter Ranger has agreed to settle the case as part of a compromise with Plaintiff and the Class Members.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Rooter Ranger and Plaintiff have decided for themselves and on behalf of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After Rooter Ranger provided extensive information to Class Counsel, the Settlement was reached following an arm’s length mediation with a respected and experienced mediator. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Rooter Ranger, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Rooter Ranger, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, Rooter Ranger will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate.

III. Who are the attorneys representing The Parties?

Attorneys for Plaintiff and Class Members:	Attorneys for Rooter Ranger:
Brian Mankin brian@LMLfirm.com Kristina Bui Carlson kristina@LMLfirm.com Lauby Mankin Lauby LLP 5198 Arlington Avenue, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Ryan C. Bykerk bykerkr@gtlaw.com Rana Ayazi rana.ayazi@gtlaw.com Greenberg Traurig LLP 1840 Century Park East, #100 Los Angeles, CA 90067-2121 Tel: (310) 586-7711

IV. What are the terms of the Settlement?

On February 21, 2023, the Court certified a class, for settlement purposes only, of all current and former nonexempt employees employed by Rooter Ranger in California at any time from March 21, 2018, through January 9, 2023 (the “Settlement Class” or “Class Members”) and approved a representative class comprised of all current and former nonexempt employees employed by Rooter Ranger in California at any time from March 21, 2021, through January 9, 2023 (“Aggrieved Employees”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, will become “Participating Class Members” and will be mailed Settlement checks, and in exchange will be bound by the Settlement and release of certain wage and penalty claims against Defendants.

Without admitting any wrongdoing, Rooter Ranger has agreed to pay \$400,000 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$6,500 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

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

Penalties to the California Labor Workforce and Development Agency. The Labor Code Private Attorneys General Act (“PAGA”) authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$40,000 of the Gross Settlement Amount will be allocated to Plaintiff’s PAGA Claims. Of this amount, \$30,000 will be paid to the California Labor Workforce and Development Agency (“LWDA”) in satisfaction of the claims for civil penalties under PAGA, and the remaining \$10,000 will be divided between all Aggrieved Employees based on the number of pay periods worked during the PAGA Period. Aggrieved Employees includes “all current and former nonexempt employees employed by Rooter Ranger in California at any time during the PAGA Period.” You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid to pursuant to PAGA. Review the information below to determine if you are an Aggrieved Employee and eligible to receive a share of the \$10,000 allocation:

Do you Qualify as an Aggrieved Employee?	Weeks Worked as an Aggrieved Employee	Your Share of PAGA Penalties
«YesNo»	«paga_work_weeks»	«PAGA_Amount»

Service Payment to Class Representative. Class Counsel will ask the Court to award the Class Representative a Service Payment in the amount of \$10,000 to compensate his for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also will receive his individual share of the Settlement as a Class Member.

Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the 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. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will ask for fees of one-third (\$133,333.33) of the common fund Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Gross Settlement Amount, the balance will form the Net Settlement Amount for distribution to Participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately \$190,166.67. Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of calendar weeks during which a Settlement Class Member was employed by Rooter Ranger in California and worked at least one shift (the “Weeks Worked”). Specific calculations of Individual Settlement Payments will be made as follows: the Settlement Administrator will divide the total Weeks Worked by all Settlement Class Members into the Net Settlement Amount to determine a per “Workweek Value.” The Workweek Value will be multiplied by the number Weeks Worked by each Settlement Class Member during the Class Period to determine the “Individual Settlement Payment,” prior to legal deductions/withholdings, for each Settlement Class Member. If any Settlement Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out). Review the information below to determine your share as a Class Member:

Workweeks Worked as a Class Member During the Class Period	Your Share of the Net Settlement Amount
«total_weeks»	«class_amt»

Disputes to Workweeks Credited. For each Settlement Class Member, the Weeks Worked during the Class Period will be calculated from Rooter Ranger's records. If you disagree with the numbers reported above, you may submit evidence to the Settlement Administrator on or before April 12, 2023, with documentation to establish the number of Weeks Worked you claim to have actually worked for Rooter Ranger in California between March 21, 2018, and January 9, 2023. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Weeks Worked should be credited to each Settlement Class member.

Payments to Class Members. After the Court grants Final Approval of the Settlement and judgment is entered, settlement checks will be mailed to Participating Class Members. For Aggrieved Employees who requested to be excluded from the Class Claims settlement, their settlement checks will only be for their share of PAGA civil penalties for release of their PAGA Claims. Participating Class Members and Aggrieved Employees will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member or Aggrieved Employee fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Participating Class Member or Aggrieved Employee, so that the Participating Class Member or Aggrieved Employee can attempt to collect the funds at a later date through the California State Controller's Office.

Allocation and Taxes. Twenty percent (20%) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining eighty percent (80%) will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Payments for PAGA Claims shall be paid one hundred percent (100%) as civil penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Participating Class Members and Aggrieved Employees are responsible for the proper income tax treatment of the Individual Settlement Payments and their payments for PAGA Claims. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments or payments for PAGA Claims. Participating Class Members and Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments or payments for PAGA Claims. Accordingly, Participating Class Members and Aggrieved Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release of Class Claims. Upon the final approval of the Settlement by the Court and Defendants' funding of the Gross Settlement Amount, Plaintiff and all Class Members who do not submit a valid opt-out/request for exclusion will fully release and discharge Defendants and each of their former and present directors, officers, shareholders, owners, limited partners, attorneys, insurers, predecessors, successors, employees, assigns, parents, subsidiaries, and affiliates, and all persons acting by, through, under, or in concert with them, and each of these entities' present or past officers, directors, former and present directors, officers, shareholders, owners, limited partners, attorneys, insurers, predecessors, successors, employees, assigns, parents, subsidiaries, and affiliates (the "Released Parties") from all claims stated in the 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 reimburse business expenses, (f) failure to timely pay wages, (g) failure to timely pay wages upon separation of employment, (h) failure to provide accurate itemized wage statements, (i) unfair and unlawful competition, and (j) all other claims that reasonably could have arisen out of the allegations made and based on the facts alleged in the Complaint. These released claims and damages are hereinafter referred to as "Released Class Claims." The time period governing these Released Class Claims shall be at any time from March 21, 2018, through January 9, 2023 ("Class Period").

Release of PAGA Claims. Also upon the Court's final approval of the Settlement and Defendants' funding of the Gross Settlement Amount, Plaintiff—in his individual capacity and on behalf of the State of California and the LWDA—and all Aggrieved Employees shall completely release and discharge the Released Parties of PAGA claims that Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in the Complaint and in the relevant LWDA notice letter, including all PAGA claims seeking civil penalties 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 reimburse business expenses, (f) failure to timely pay wages each period, (g) failure to timely pay wages upon separation of employment, (h) failure to provide accurate itemized wage statements, and (i) all other claims for civil penalties recoverable under PAGA based on the facts or claims alleged in the Complaint. These released claims and damages are hereinafter referred to as "Released PAGA Claims." The time period governing the PAGA Released Claims shall be any time from March 21, 2020, through January 9, 2023 ("PAGA Period").

Waiver of Labor Code Sections 206.5(e) and 2804. Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties and/or unreimbursed expenses in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Sections 206.5 and 2804 are not applicable to the Individual Settlement Payments. Section 206.5 of the Labor Code provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

Conditions of Settlement. This 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.

V. What options do I have?

A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Work Weeks credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

B. **Exclude Yourself from the Class Claims in the Settlement.** If you do not wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Claims in the Class Action Settlement” letter/card postmarked no later than April 12, 2023 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE ROOTER RANGER LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, P.O. Box 7208, Orange, CA 92863, postmarked no later than April 12, 2023. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement with respect to the Class Claims, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any money for the Class Claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, with respect to the Class Claims. You still will be bound by this Settlement with respect to the release of the PAGA Claims.

C. **Object to Settlement.** You also have the right to object to the terms of the Settlement with respect to the Class Claims if you believe they are unfair or unreasonable. 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 Class Claims portion of the Settlement, you must submit a written objection stating your full name, your address, your telephone number, the last four digits of your social security number or your date of birth, your dates of employment with Rooter Ranger, the case name and number, the name and address of your attorney(s) if you are represented, your signature, and each specific reason in support of your objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, P.O. Box 7208, Orange, CA 92863, by no later than April 12, 2023. Objections that do not include all required information, or that are not submitted timely, may not be considered by the Court. You need not object to the Settlement if you only dispute the number of Weeks Worked. To dispute the number of Weeks Worked, please refer to the directions provided under the provision entitled “Calculation of Individual Settlement Payments to Class Members” in Section IV of this Notice.

If you choose to object to the Class Claims portion of the Settlement, you may also appear at the Final Approval Hearing scheduled for June 22, 2023, at 10:00 a.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. 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 April 12, 2023. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

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

D. **Dispute Work Weeks Credited.** As discussed in Section IV, you may dispute the number of Weeks Worked if you believe the number credited is inaccurate.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Rooter Ranger in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the class claims in this Lawsuit, described above in Section IV under the provision titled “Release of Class Claims.” All Aggrieved Employees will be deemed to have entered into a release of the PAGA Claims, described above in Section IV under the provision titled “Release of PAGA Claims.” If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, the Class Counsel’s request for attorneys’ fees and reimbursement of documented litigation costs, and the Service Payment to the Class Representative on June 22, 2023 at 10:00 a.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court’s files and the Class Action Settlement Agreement at the Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415, during regular court hours. You may also contact the Settlement Administrator using the contact information listed above under Section IV for more information.

IX. Reminder as to time limits

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion from the Class Claims is April 12, 2023. The deadline for mailing an objection to the Settlement Administrator is April 12, 2023.

These deadlines will be strictly enforced. To be considered timely, any Requests for Exclusion and objections to the Settlement must be postmarked by the above-stated deadlines. Any Requests for Exclusion and objections to the Settlement that are not postmarked on or before these deadlines will be deemed untimely and disregarded.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	163
Subtotal Admin Only	\$6,509.77
Flat Fee Total	\$6,500.00

For 163 Class Members

May 25, 2023

Case Invoice: Constant v. Rooter Ranger, LLC, et al

Itemized Preliminary Approval Setup and Notice Mailing: Hourly and Hard Cost Totals

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Class Data Base Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$150.00	1	\$150.00
Class Notice Packet Formatting	\$125.00	2	\$250.00
Printing Setup and Printing	\$125.00	2	\$250.00
Case Manager Associate Maintenance	\$125.00	2	\$250.00
Case Associate Maintenance	\$65.00	4	\$260.00
Programming Undeliverables	\$50.00	2	\$100.00
Hourly Totals:		15	\$1,510.00
Data Merge & Duplication Scrub	\$0.25	163	\$40.75
Call Center & Long Distance	\$2.00	49	\$98.00
NCOA (USPS)	\$0.25	163	\$40.75
Notice Packet & Opt-Out Form (Paper and	\$1.25	163	\$203.75
Postage (up to 2 oz.)*	\$0.81	163	\$132.03
Static Website	\$200.00	1	\$200.00
Hard Cost Totals:			\$715.28

Estimated Itemized Final Approval Setup and Distribution: Hourly and Hard Cost Totals:

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Distribution Database	\$150.00	2	\$300.00
Estimated Case Associate Hours	\$55.00	2	\$110.00
Estimated Case Manager Hours	\$85.00	3	\$255.00
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
QSF Bank Account & EIN	\$75.00	2	\$150.00
Check Run Setup & Printing	\$135.00	2	\$270.00
Reminder Check Cashing Postcard Print and	\$135.00	2	\$270.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	3	\$345.00
Hourly Totals:		27	\$2,895.00
Class Checks	\$1.50	163	\$244.50
Estimated Postage	\$0.71	163	\$115.73
Remail Undeliverable Checks	\$1.33	22	\$29.26
(Postage Included)			
IRS & QSF Annual Tax Reporting *	\$1,000.00	1	\$1,000.00
(State Tax Reporting Included)			
Estimated Hard Cost Totals:			\$1,389.49
Invoice Total:			\$6,509.77