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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

VERNON BARNETT, individually and
as an aggrieved employee pursuant to the
Private Attorneys General Act ("PAGA")
on behalf of the State of California and
other aggrieved employees,

Plaintiffs,

vs.

QW INSURANCE SOLUTIONS, LLC,
a Washington limited liability company;
LENDINGTREE INC., a Delaware
corporation; LENDINGTREE LLC, a
Delaware limited liability company; and
DOES 3 through 50,

Defendants.

Case No.: 37-2022-00019924-CU-OE-CTL

**DECLARATION OF KEVIN LEE
ISO PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS AND
PAGA SETTLEMENT AND FOR
ATTORNEYS' FEES, COSTS,
REPRESENTATIVE
ENHANCEMENT PAYMENT,
ADMINISTRATION EXPENSES,
AND ENTRY OF JUDGMENT**

Judge: Hon. Katherine Bacal
Dept.: C-69
Hearing Date: Sept. 6, 2024
Hearing Time: 1:30 p.m.

Complaint Filed: May 25, 2022
Trial Date: NA
Discovery Cutoff: NA

[[Prop.] Order, Mem. of P&As, and Dec.
of Thomas D. Rutledge and Not. of Mot.
filed concurrently herewith]

DECLARATION OF KEVIN LEE

I, KEVIN LEE, declare and state as follows:

1. I am the Director of Case Management at Phoenix Settlement Administration (Phoenix), the Court-appointed Settlement Administrator for the above referenced matter. 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. By request of the Parties, the Court appointed Phoenix to provide notice of the Settlement to Class Members and to perform class administration duties subject to the requirements of the Court's Order of March 22, 2024.

3. Pursuant to the Settlement Agreement and the Court's Order, Phoenix is responsible for (i) preparing, printing, translating, and mailing the *Court Approved Notice Of Wage And Hour Class Action And PAGA Settlement and Hearing Date For Final Court Approval* and the *Court Approved Notice Of FCRA Class Action Settlement And Hearing Date For Final Court Approval* (herein referred to collectively as the "Notice Packets"); (ii) responding to inquiries from Class Members; (iii) determining the validity of opt-outs; (iv) calculating the Net Settlement Amount and the Individual Settlement payments; (v) issuing the Individual Settlement Payment checks and distributing them to Participating Class Members; (vi) issuing the payment to Class Counsel for attorneys' fees and costs, the Service Award check to the Named Plaintiff, issuing the PAGA payment to the LWDA, and the employer payroll taxes to the appropriate taxing authorities; and (vii) such other tasks set forth in the Agreement or as the Parties mutually agree or as the Court orders.

Dissemination of the Notice Packets.

4. Shortly after Phoenix's receipt of the Court's Order, Phoenix received a data file from Defendants that contained names, last known mailing addresses, telephone numbers, Social Security numbers, and applicable data for each Class Member during the Class Period.

1 5. The final mailing list contained 1,756 Class Members.

2 6. In preparation for the mailing, Phoenix enclosed the Court-approved
3 Notice Packets in envelopes with Class Members' names and last known addresses
4 printed on them postage paid by Phoenix.

5 7. On May 31, 2024, Phoenix mailed the Notice Packets via U.S. first class
6 mail to all Class Members pursuant to the Court's Order.

7 8. Of the 1756 Notice Packets Phoenix mailed, 13 were returned whereupon
8 we conducted a skip trace on these 13 persons and remailed them, none of which were
9 thereafter returned.

10 9. Phoenix received one Request for Exclusion (*i.e.*, "Opt-Out's").

11 10. Phoenix has received no objections to the Settlement.

12 **Average Payouts to the Class.**

13 11. Consistent with the definitions provided in the Agreement, the "FCRA
14 Class" is defined as all persons who are or were applicants and/or employees of
15 QWIS and/or LendingTree, LLC, anywhere in the United States who completed
16 background check disclosures at any time from May 25, 2020, to March 25, 2024,
17 consists of 1,749 Class Members.

18 12. Consistent with the definitions provided in the Agreement, the "Wage
19 and Hour Class" is defined as all persons who are employed or were previously
20 employed by QWIS, LendingTree, LLC, or both, and who worked in California as a
21 non-exempt employee at any time from May 25, 2018, to March 25, 2024, consists of
22 52 Class Members.

23 13. Consistent with the definitions provided in the Agreement, the term
24 "Class Member" or "Settlement Class Member" means a member of the Wage and
25 Hour Class and/or FCRA Class, as either a Participating Class Member or Non-
26 Participating Class Member.

27 14. Consistent with the definitions provided in the Agreement, "Participating
28 Class Member" means a Wage and Hour Class Member or FCRA Class Member who

1 does not submit a valid and timely Request for Exclusion, as defined in the
2 Agreement.

3 15. Consistent with the definitions provided in the Agreement, “Aggrieved
4 Employees” are defined as all persons who are employed or were previously
5 employed by QWIS and/or LendingTree, LLC, and who worked in California and
6 were classified as non-exempt at any time from May 25, 2021 through March 25,
7 2024. Aggrieved Employees may not opt out of the Settlement, even if they submitted
8 a Request for Exclusion from the Wage and Hour Class, FCRA Class or both, a group
9 that consists of 37 Aggrieved Employees.

10 16. If the Court finally approves this Settlement Agreement, from the gross
11 amount of \$450,000, Class Members of the “FCRA Class” will receive the net sum of
12 about \$22,847.20.

13 17. If the Court finally approves this Settlement Agreement, from the gross
14 amount of \$450,000, Class Members of the “Wage and Hour Class” will receive the
15 net sum of about \$205,624.80.

16 18. If the Court finally approves this Settlement Agreement, from the gross
17 amount of \$450,000, Aggrieved Employees will receive the net sum of about
18 \$5,000.00.

19 19. The average payout for a Class Member in all three groups above will be
20 about \$132.96.

21 20. The average payout for just Aggrieved Employees is \$135.14.

22 21. The average payout for just “Wage and Hour Class” is \$3,954.32.

23 22. The average payout for just “FCRA Class” is \$13.06.

24 23. On the high side, Class Members in all three groups above who worked
25 the longest during the Class Period will receive up to \$11,354.37.

26 **Conclusion and Request for Reimbursement.**

27 24. If permitted by the Court, Phoenix will continue to serve as the
28 settlement administrator and will act accordingly per the terms of the Settlement

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1 Agreement and applicable Court Orders.

2 25. Phoenix's fee for the services for the administration of this matter is
3 \$12,000, which includes all costs incurred to date, as well as estimated costs involved
4 in completing the directives set by the Court's Order.

5 Except as to those matters made upon information and belief, I declare under
6 penalty of perjury under the laws of the State of California that the foregoing is true
7 and correct. Approved for electronic signature on August 12, 2024, at County of
8 Orange, California.

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11 Kevin Lee
12 Declarant, KEVIN LEE
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PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On August 12, 2024, I served the foregoing document(s) described as:

DECLARATION OF KEVIN LEE ISO PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT AND FOR ATTORNEYS' FEES, COSTS, REPRESENTATIVE ENHANCEMENT PAYMENT, ADMINISTRATION EXPENSES, AND ENTRY OF JUDGMENT

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☒ **(BY E-MAIL via E-file)** I am readily familiar with the business practice for collection and processing of correspondence for emailing with the Court authorized third-party vendor. This correspondence was sent via email via this third-party vendor pursuant to the vendor's policies and practices.

☐ **(BY OVERNIGHT DELIVERY SERVICE)** I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ **(BY FACSIMILE)** I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed August 12, 2024, at San Diego, California.

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

THOMAS D. RUTLEDGE
/s/THOMAS D. RUTLEDGE

SERVICE LIST

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