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6 Tacoma, WA 98402
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7 (310) 295-2385 (Fax)

8 *Attorneys for Plaintiff and the Settlement Class*

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ALAMEDA**

13 **CHRISTOPHER BRANDMEIR**, individually
14 and on behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 **COLUMBIA SOUTHERN UNIVERSITY,**
18 **INC.**, an Alabama Corporation,

19 Defendant.
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Case No. 22CV013638

**DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: August 25, 2023

Time: 9:30 p.m.

Dept.: 23; Hon. Brad Seligman

Reservation No.: A-13638-002

I, Taylor Mitzner, declare as follows:

2. Phoenix has extensive experience in and is an expert at all aspects of administering complex class action matters including; (a) preparing, printing, mailing and tracking privacy notices; (b) operation of a 24/7/365 multi-lingual call center; (c) establishing settlement websites; (d) claims management; (e) USPS processes and systems, third party tracing, including the use of reverse telephone directory services; (f) database management, programming and security protocols; (g) calculating and issuing settlement payments; (h) tax management, filings, and account reconciliation; and (i) final approval.

3. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Pay Periods submitted by Class Members; (iv) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (v) calculating and issuing the Individual Class Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vi) 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 (vii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

4. On June 12, 2023, Phoenix received a data file (“Class List”) from Defense Counsel that

1 contained names, last known mailing addresses, Social Security numbers, and Pay Periods worked for
2 each Class Member from June 30, 2018 to April 25, 2023 (“Class Period”), and from June 28, 2021 to
3 April 25, 2023 (“PAGA Period”). The final mailing list contained fifty-one (51) individuals identified as
4 Class Members.

5 5. On June 14, 2023, Phoenix conducted a National Change of Address (“NCOA”) search in
6 an attempt to update the class list of addresses as accurately as possible. A search of this database provides
7 updated addresses for any individual who has moved in the previous four (4) years and notified the U.S.
8 Postal Service of their change of address.

9 6. On June 22, 2023, Phoenix mailed the Notice via U.S. first class mail to all fifty-one (51)
10 Class Members on the Class List. A true and correct copy of the Notice mailed to the Class Members who
11 also worked during the PAGA Period is attached hereto as **Exhibit A**. A true and correct copy of the
12 Notice mailed to the Class Members who did not work during the PAGA Period is attached hereto as
13 **Exhibit B**.

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

15 8. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion
16 from Class Members. The deadline to request exclusion from the Class Settlement is August 7, 2023.

17 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from
18 Class Members. The deadline for objecting to the Class Settlement is August 7, 2023.

19 10. As of the date of this declaration, Phoenix has received zero (0) Pay Period disputes from
20 Class Members. The deadline for submitting a dispute is August 7, 2023.

21 11. As of the date of this declaration, there are a total of fifty-one (51) Settlement Class
22 Members, representing 100% of the Class. Settlement Class Members have worked a collective total of
23 three thousand eight hundred eighteen (3,818) Pay Periods during the Class Period. Each Pay Period is
24 valued at approximately \$48.46.

25 12. Phoenix will provide an updated declaration after the close of the Response Deadline and
26 prior to the Final Approval Hearing detailing the results of the notice campaign, any opt-outs, objections,
27 or pay period disputes received after the date of this declaration.

1 13. The Escalator Clause of the Settlement Agreement indicates if the number of Pay Periods
2 exceeds three thousand eight hundred twenty-one (3,821), the Gross Settlement Amount shall be increased
3 proportionately. Since the total number of Pay Periods does not exceed this value, the Escalator Clause
4 was not triggered.

5 14. The Net Settlement Amount of \$185,054.72 available to pay Settlement Class Members
6 was determined by subtracting the requested Class Counsel attorneys' fees (\$106,666.67), and Class
7 Counsel costs (\$5,828.61), requested Service Payment to Plaintiff Brandmeir (\$7,500.00), the PAGA
8 Amount (\$10,000.00), and the requested Settlement Administration Costs (\$4,950.00) from the Gross
9 Settlement Amount (\$320,000.00).

10 15. Based upon the calculations stipulated in the Settlement, the highest Individual Class
11 Payment to be paid is approximately \$6,162.97, the lowest Individual Class Payment to be paid is
12 approximately \$315.01, while the average Individual Class Payment to be paid is approximately
13 \$3,628.52. Participating Class Members will be issued payment of their Individual Class Payments subject
14 to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the
15 Individual Class Payment.

16 16. Additionally, \$10,000.00 of the Gross Settlement Amount has been allocated toward
17 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$7,500.00, shall
18 be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$2,500.00, of which
19 shall be paid to all full and part-time faculty and instructors who were employed by Defendant during the
20 PAGA Period. There are thirty-nine (39) Aggrieved Employees who worked a total of one thousand two
21 hundred sixty-nine (1,269) Pay Periods during the PAGA Period. The highest Individual PAGA Payment
22 to be paid is approximately \$98.12, and the average Individual PAGA Payment to be paid is approximately
23 \$64.10.

24 17. Plaintiff Brandmeir's Individual Class Payment is \$3,517.61.

25 18. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due
26 separately and apart from the Gross Settlement Amount. Defendant's portion of employer payroll taxes is
27 estimated at approximately \$8,188.67. This estimation is based on the 2023 blend of maximum and fixed
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1 tax rates, totaling 14.75%.

2 19. Phoenix's costs associated with the administration of this matter are \$4,950.00. This
3 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
4 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit C**.

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

8 Executed this 3rd day of August 2023, at Orange, California.

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10  _____
11 TAYLOR MITZNER
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Exhibit A

**NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL APPROVAL**

Brandmeir v. Columbia Southern University, Inc.
(Alameda County Superior Court, Case No. 22CV013638)

As a current or former Full-Time or Part-Time Faculty Member or Instructor of Columbia Southern University in California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement (“Settlement”) of class action litigation.

You have received this Notice of Class Action and PAGA Settlement because Columbia Southern University, Inc.’s (“Defendant” or “CSU”) records show you are a “Class Member” and therefore entitled to a payment from this class action settlement. “Class Member” refers to all persons who were employed by Defendant in California as part-time and full-time faculty and instructors at any time between June 30, 2018 through April 25, 2023 (the “Class Period”).

- The settlement resolves a class-action lawsuit, *Brandmeir v. Columbia Southern University, Inc.* (the “Lawsuit”), which alleges that Defendant: (i) failed to pay wages for all hours worked, including overtime; (ii) failed to provide compliant rest breaks; (iii) failed to pay compensation due on discharge from employment; (iv) failed to issue accurate itemized wage statements; and (v) failed to reimburse for necessary expenses.
- On May 22, 2023, the Alameda County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. CSU vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.
- The Final Fairness and Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at Department 23 of Alameda Superior Court on August 25, 2023 at 9:30 a.m., located at 1221 Oak Street, Alameda California, 94612, before the Honorable Brad Seligman. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to finally approve the settlement. If the Court approves the Settlement, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how you will obtain them.

What Is This Case About?

Christopher Brandmeir worked as a part-time instructor and full-time faculty member for CSU in California during the Class Period. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for CSU’s alleged failure to pay wages for all hours worked, including overtime, failure to provide Class Members with legally compliant rest breaks, failure to pay all wages owed upon separation from employment, failure to furnish timely and accurate wage statements, and failure to reimburse for necessary expenses.

CSU vigorously denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved a Class Action Settlement Agreement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiff and CSU have agreed to settle this case on behalf of the Class for the Gross Settlement Amount of \$320,000. The Gross Settlement Amount includes: (1) Administration Costs of up to \$6,000; (2) a service payment of up to \$7,500 to Plaintiff for his time and efforts, and in exchange for the general release of claims Plaintiff will enter into as part of the Settlement with CSU; (3) attorney’s fees of up to 35% of the Settlement Amount (\$112,000) and up to \$20,000.00 in litigation costs to Class Counsel; and (4) payment allocated to PAGA penalties in the amount of \$10,000 (with \$7,500 to be paid to the Labor and Workforce Development Agency (“LWDA”) and \$2,500 to be paid equally to Class Members who worked during the PAGA Period (defined as June 28, 2021 through April 25, 2023). After deducting these sums, a total of approximately \$164,500 will be available for distribution to Class Members (“Net Settlement Amount”). In addition to the Gross Settlement Amount, Defendant will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

Questions? Contact the Settlement Claims Administrator toll free at (800) 523-5773

Distribution to Class Members

The Net Settlement shall be paid to Class Members pro-rata based on the number of pay periods that they worked as a part-time or full-time faculty member or instructor during the Class Period, in proportion to all such pay periods worked by all Class Members.

In addition, the \$2,500 in PAGA penalties shall be paid on a pro rata basis to Aggrieved Employees who worked for CSU in California during the PAGA Period. You will receive this payment and will release your Released PAGA Claims (defined below) regardless of whether or not you opt-out of the Settlement.

Some Class Members and Aggrieved Employees were paid on a monthly basis. To compensate all Class Members and Aggrieved Employees who were paid monthly on an equal basis to those who were paid bi-weekly, all monthly pay periods of Class Members and Aggrieved Employees who were compensated monthly shall be converted to bi-weekly pay periods using a multiplier of 2.167, derived by dividing the number of bi-weekly pay periods in one year by the number of monthly periods in one year (26 bi-weekly pay periods / 12 monthly pay periods = 2.167 bi-weekly pay periods per a monthly pay period).

Your Estimated Settlement Award

Defendant's records show that you are a member of the Class and worked a total of: «Total_Pay_Periods» during the Class Period. Your estimated share of the Net Settlement Amount allocated to the Class is «ESA_Before_Paga».

Defendant's records show that you are a member of the PAGA Aggrieved Employees and worked a total of: «PAGA_Pay_Periods» during the PAGA Period. Your estimated share of the PAGA Payment is «PAGA_Amount».

If you believe that the number of pay periods is incorrect, you may notify the Settlement Administrator by fax, email, or mail and provide any supporting documents and information to the Settlement Administrator at the address listed below no later than the August 7, 2023.

Tax Reporting

For tax reporting purposes, the Class payment paid to the Class will be allotted 30% to wages subject to withholdings and 70% to expenses, penalties, and interest which will be reported on IRS 1099 Forms.

For tax reporting purposes, the PAGA payment paid to the Aggrieved Employees will be reported on IRS 1099 Forms.

Please consult a tax advisor regarding the tax consequences of your Settlement Award. This notice is not intended to provide legal or tax advice.

Claims That You Are Releasing Under the Settlement

Class Released Claims: If finally approved by the Court, each Class Member who does not request exclusion from the Settlement will be bound by all of the terms of the Settlement, and will release CSU from all claims that have been pled or could have been pled based on the factual allegations contained in the Second Amended Complaint that occurred during the Class Period and arising under Cal. Labor Code §§ 201, 202, 203, 226(a) and (e), 226.2, 226.7, 510, 1194, and 2802; IWC Wage Order No. 4-2001, §§ 3, 4, 12, and Cal. Business & Professions Code §§ 17200 et seq.

PAGA Released Claims: If finally approved by the court, all Aggrieved Employees who worked during the PAGA Period, whether or not they opt out of the Settlement, will release all their PAGA claims that have been pled or could have been pled based on the factual allegations contained in the Second Amended Complaint and PAGA letter sent by Plaintiff that occurred during the PAGA Period including, without limitation, violations of Labor Code §§ 201-203, 226(a) and (e), 226.2, 226.7, 1194, 510, 2802, 2699 et seq., IWC Wage Order No. 4-2001 §§ 3, 4, 12, and Business & Professions Code §§ 17200, et seq.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your payment because you are a Class Member. If you do not dispute your pay periods calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, telephone number, case name and number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to:

**Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than August 7, 2023. If you exclude yourself from the Settlement then you will get no payment, other than your share of PAGA penalties, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit, other than your claim for PAGA civil penalties.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement you may file an objection in writing or appear at the hearing. All written objections must provide your full name, address and telephone number, the case name and number, the last four digits of your Social Security Number, and your reasons why you think the Court should not approve the Settlement. Your objection must be mailed the Administrator no later than August 7, 2023. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your share of the Settlement.

Final Fairness and Approval Hearing

The Final Fairness and Approval Hearing is set for August 25, 2023, at 9:30 a.m. in Dept 23, Administration Building, located at 1221 Oak Street Oakland, California 94612.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit <https://www.phoenixclassaction.com/columbia-southern-university/>, call the Settlement Administrator at (800) 523-5773 or Class Counsel at:

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The pleadings and other records in this Lawsuit may be examined online on the Alameda County Superior Court's

Website, known as 'eCourt Public Portal,' at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the 'Search' tab at the top of the page, then select the Document Downloads link, enter the case number (22CV013638) and click 'Submit.' Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge at the Clerk's office at the Superior Court of the State of California for the County of Alameda, 1225 Fallon Street, Oakland, CA 94612.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE COURT OR CLERK OF THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

Questions? Contact the Settlement Claims Administrator toll free at (800) 523-5773

Exhibit B

**NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL APPROVAL**

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(Alameda County Superior Court, Case No. 22CV013638)

**As a current or former Full-Time or Part-Time Faculty Member or Instructor of Columbia Southern University
in California, you are entitled to receive money from a class action settlement.**

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You have received this Notice of Class Action and PAGA Settlement because Columbia Southern University, Inc.’s (“Defendant” or “CSU”) records show you are a “Class Member” and therefore entitled to a payment from this class action settlement. “Class Member” refers to all persons who were employed by Defendant in California as part-time and full-time faculty and instructors at any time between June 30, 2018 through April 25, 2023 (the “Class Period”).

- The settlement resolves a class-action lawsuit, *Brandmeir v. Columbia Southern University, Inc.* (the “Lawsuit”), which alleges that Defendant: (i) failed to pay wages for all hours worked, including overtime; (ii) failed to provide compliant rest breaks; (iii) failed to pay compensation due on discharge from employment; (iv) failed to issue accurate itemized wage statements; and (v) failed to reimburse for necessary expenses.
- On May 22, 2023, the Alameda County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. CSU vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.
- The Final Fairness and Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at Department 23 of Alameda Superior Court on August 25, 2023 at 9:30 a.m., located at 1221 Oak Street, Alameda California, 94612, before the Honorable Brad Seligman. You are not required to attend the Hearing, but you are welcome to do so.

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You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to finally approve the settlement. If the Court approves the Settlement, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how you will obtain them.

What Is This Case About?

Christopher Brandmeir worked as a part-time instructor and full-time faculty member for CSU in California during the Class Period. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for CSU’s alleged failure to pay wages for all hours worked, including overtime, failure to provide Class Members with legally compliant rest breaks, failure to pay all wages owed upon separation from employment, failure to furnish timely and accurate wage statements, and failure to reimburse for necessary expenses.

CSU vigorously denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved a Class Action Settlement Agreement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiff and CSU have agreed to settle this case on behalf of the Class for the Gross Settlement Amount of \$320,000. The Gross Settlement Amount includes: (1) Administration Costs of up to \$6,000; (2) a service payment of up to \$7,500 to Plaintiff for his time and efforts, and in exchange for the general release of claims Plaintiff will enter into as part of the Settlement with CSU; (3) attorney’s fees of up to 35% of the Settlement Amount (\$112,000) and up to \$20,000.00 in litigation costs to Class Counsel; and (4) payment allocated to PAGA penalties in the amount of \$10,000 (with \$7,500 to be paid to the Labor and Workforce Development Agency (“LWDA”) and \$2,500 to be paid equally to Class Members who worked during the PAGA Period (defined as June 28, 2021 through April 25, 2023). After deducting these sums, a total of approximately \$164,500 will be available for distribution to Class Members (“Net Settlement Amount”). In addition to the Gross Settlement Amount, Defendant will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

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Distribution to Class Members

The Net Settlement shall be paid to Class Members pro-rata based on the number of pay periods that they worked as a part-time or full-time faculty member or instructor during the Class Period, in proportion to all such pay periods worked by all Class Members.

In addition, the \$2,500 in PAGA penalties shall be paid on a pro rata basis to Aggrieved Employees who worked for CSU in California during the PAGA Period. You will receive this payment and will release your Released PAGA Claims (defined below) regardless of whether or not you opt-out of the Settlement.

Some Class Members and Aggrieved Employees were paid on a monthly basis. To compensate all Class Members and Aggrieved Employees who were paid monthly on an equal basis to those who were paid bi-weekly, all monthly pay periods of Class Members and Aggrieved Employees who were compensated monthly shall be converted to bi-weekly pay periods using a multiplier of 2.167, derived by dividing the number of bi-weekly pay periods in one year by the number of monthly periods in one year (26 bi-weekly pay periods / 12 monthly pay periods = 2.167 bi-weekly pay periods per a monthly pay period).

Your Estimated Settlement Award

Defendant's records show that you are a member of the Class and worked a total of: «Total_Pay_Periods» during the Class Period. Your estimated share of the Net Settlement Amount allocated to the Class is «ESA_Before_Paga».

Defendant's records show that you are not a member of the PAGA Aggrieved Employees.

If you believe that the number of pay periods is incorrect, you may notify the Settlement Administrator by fax, email, or mail and provide any supporting documents and information to the Settlement Administrator at the address listed below no later than the August 7, 2023.

Tax Reporting

For tax reporting purposes, the Class payment paid to the Class will be allotted 30% to wages subject to withholdings and 70% to expenses, penalties, and interest which will be reported on IRS 1099 Forms.

For tax reporting purposes, the PAGA payment paid to the Aggrieved Employees will be reported on IRS 1099 Forms.

Please consult a tax advisor regarding the tax consequences of your Settlement Award. This notice is not intended to provide legal or tax advice.

Claims That You Are Releasing Under the Settlement

Class Released Claims: If finally approved by the Court, each Class Member who does not request exclusion from the Settlement will be bound by all of the terms of the Settlement, and will release CSU from all claims that have been pled or could have been pled based on the factual allegations contained in the Second Amended Complaint that occurred during the Class Period and arising under Cal. Labor Code §§ 201, 202, 203, 226(a) and (e), 226.2, 226.7, 510, 1194, and 2802; IWC Wage Order No. 4-2001, §§ 3, 4, 12, and Cal. Business & Professions Code §§ 17200 et seq.

PAGA Released Claims: If finally approved by the court, all Aggrieved Employees who worked during the PAGA Period, whether or not they opt out of the Settlement, will release all their PAGA claims that have been pled or could have been pled based on the factual allegations contained in the Second Amended Complaint and PAGA letter sent by Plaintiff that occurred during the PAGA Period including, without limitation, violations of Labor Code §§ 201-203, 226(a) and (e), 226.2, 226.7, 1194, 510, 2802, 2699 et seq., IWC Wage Order No. 4-2001 §§ 3, 4, 12, and Business & Professions Code §§ 17200, et seq.

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Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, telephone number, case name and number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to:

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Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement you may file an objection in writing or appear at the hearing. All written objections must provide your full name, address and telephone number, the case name and number, the last four digits of your Social Security Number, and your reasons why you think the Court should not approve the Settlement. Your objection must be mailed the Administrator no later than August 7, 2023. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your share of the Settlement.

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Website, known as 'eCourt Public Portal,' at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the 'Search' tab at the top of the page, then select the Document Downloads link, enter the case number (22CV013638) and click 'Submit.' Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge at the Clerk's office at the Superior Court of the State of California for the County of Alameda, 1225 Fallon Street, Oakland, CA 94612.

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Exhibit C



CASE ASSUMPTIONS

Class Members	51
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	50
Subtotal Admin Only	\$4,950.00

Not-to-Exceed Total \$4,950.00

For 51 Members

Pricing Good for Scope of Estimate Only

May 23, 2023

Case: TBD Opt-Out Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Polina Brandler

Firm: HammondLaw, PC

Contact Number: 718-414-7094

Email: pbrandler@hammondlawpc.com

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

Estimate is based on 51 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$139.01	1	\$139.01
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$250.00	1	\$250.00
Total			\$821.01

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.20	51	\$10.20
Notice Packet & Opt-Out Form	\$1.00	51	\$51.00
Estimated Postage (up to 2 oz.)*	\$0.61	51	\$31.11
Static Website	\$175.00	1	\$175.00
Total			\$467.31

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



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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	\$1.75	8	\$13.39
Remail Notice Packets	\$1.00	8	\$7.65
Estimated Postage	\$0.61	8	\$4.67
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$235.70

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$100.00	1	\$100.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$8.00	1	\$4.08
Case Manager	\$85.00	2	\$170.00
Total			\$654.08

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	1	\$135.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$0.95	50	\$47.97
Estimated Postage	\$0.61	50	\$30.80
Total			\$1,248.76

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



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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	\$125.00	2	\$250.00
Remail Undeliverable Checks (Postage Included)	\$1.61	5	\$8.13
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$120.00	2	\$240.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$500.00	1	\$500.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office	\$300.00	0	\$0.00
Total			\$1,523.13

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

Estimate Total: \$4,950.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

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.