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Attorneys for Plaintiff, JONATHAN B. FERRINI

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

JONATHAN B. FERRINI, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

ALLIED SCHOOL, LLC, a limited liability company; AMERICAN SCHOOL OF REAL ESTATE EXPRESS, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2022-00031845-CU-OE-CTL

[Assigned for all purposes to the Hon. Robert C. Longstreth, Dept. 65]

CLASS ACTION

DECLARATION OF MAYRA GONZALEZ WITH RESPECT TO NOTICE AND SETTLEMENT ADMINISTRATION

Date: November 15, 2024
Time: 8:30 a.m.
Courtroom: Dept. C-65
Judge: Hon. Robert C. Longstreth

Action Filed: August 10, 2023
Trial Date: Not Set

DECLARATION OF MAYRA GONZALEZ

I, Mayra Gonzalez, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Jonathan B. Ferrini v. Allied School, 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 Class Notice ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Proposed Class and PAGA Representative Action Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of hours each Class Member worked during the period from August 10, 2018 to May 29, 2023 ("Class Period") and the number of hours that each Aggrieved Employee worked during the time period from August 9, 2021 to May 29, 2023 ("PAGA Period"); (iv) 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 hours submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares 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, Class Representative Enhancement Payment, 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 June 21, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and hours of employment for each Class Member ("Class List") during the Class Period. The final mailing list contained thirty-two (32) individuals identified as Class Members.

4. On June 17, 2024, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On July 25, 2024, Phoenix mailed the Notice via U.S. first class mail to all thirty-two (32) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

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

7. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was September 23, 2024.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was September 23, 2024.

9. As of the date of this declaration, Phoenix has received one (1) Hours dispute from Class Members. Upon Defendant's review of the dispute, the proper information was provided to Phoenix and the dispute was resolved. The deadline for submitting a dispute was September 23, 2024.

10. There are thirty-two (32) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of fifteen thousand six hundred thirty-four (15,634) hours during the Class Period. Each Hour is valued at approximately $5.08.

11. The estimated Net Settlement Amount of $72,500.00 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($65,000.00) and Class Counsel costs ($18,000.00), requested Class Representative Enhancement Payment ($7,500.00), the PAGA Amount ($20,000.00), and the requested Settlement Administration Costs ($5,000.00) from the Gross Settlement Amount ($195,000.00).

12. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $8,013.80, the lowest Individual Settlement Share to

be paid is approximately $5.08, while the average Individual Settlement Share to be paid is approximately $2,484.38. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

13. Additionally, $20,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $15,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $5,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are thirty-one (31) Aggrieved Employees who worked a total of fifteen thousand eight (15,008) hours during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $517.46, and the average Individual PAGA Payment to be paid is approximately $161.29.

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

15. Phoenix's costs associated with the administration of this matter are $5,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 21st day of October 2024, at Orange, California.

Mayra Gonzalez

MAYRA GONZALEZ

Exhibit A

NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Jonathan B. Ferrini v. Allied School, LLC et. al., Case No.: 37-2022-00031845-CU-OE-CTL

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE AN INDEPENDENT CONTRACT INSTRUCTOR FOR ALLIED SCHOOL, LLC OR AMERICAN SCHOOL OF REAL ESTATE EXPRESS, LLC (NOW KNOWN AS COLIBRI REAL ESTATE, LLC) ("DEFENDANTS") WHO WORKED FOR DEFENDANTS IN CALIFORNIA AT ANY TIME BETWEEN AUGUST 10, 2018 TO MAY 29, 2023 (THE "CLASS PERIOD"), THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in the class and representative action lawsuit entitled *Jonathan B. Ferrini v. Allied School, LLC et. al*., Superior Court of the State of California, County of San Diego Case No. 37-2022-00031845-CU-OE-CTL (the "Action"). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 ("PAGA") Representative Action Settlement ("Class Notice") is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

YOUR ESTIMATED PAYMENT FROM THIS SETTLEMENT: Your estimated individual Settlement payment is **«Est_Set_Amt»**, which includes your Individual Class Payment in the estimated amount of **«ESA_Before_Paga»** and, because you are a member of the Aggrieved Employee group, your Individual PAGA Payment in the estimated amount of **«PAGA_Amount».**

A hearing concerning final approval of the proposed Settlement will be held before Hon. Robert C. Longstreth on **November 15, 2024 at 8:30 a.m.**, in Courtroom C-65 in the Central Courthouse, 330 West Broadway, San Diego, CA 92101, to determine whether the Settlement is fair, adequate and reasonable. As a Class Member, you are eligible to receive an Individual Class Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered a "Participating Class Member" in the Settlement and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendants for the Released Class Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: SEPTEMBER 23, 2024	You have the option to exclude yourself from the Settlement of the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by submitting a written request to be excluded ("Opt-Out Request"). As a result, you will not receive any benefits under the Settlement (other than any benefit based on the PAGA Claim). Opt-Out Requests must be submitted by **September 23, 2024**.
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT *WRITTEN* OBJECTIONS: SEPTEMBER 23, 2024	To object to the Settlement, you may mail a written explanation of why you don't approve of the Settlement to the Settlement Administrator, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do not exclude yourself from the Settlement. Do not submit an Opt-Out Request if you wish to object. *Written* objections must be submitted by **September 23, 2024**.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the "Class"):

> All persons who contracted with Defendants as Instructors in California during the Class Period. The "Class Period" is August 10, 2018 to May 29, 2023.

According to Defendants' records, you are a member of the settlement class ("Class Member"). Aggrieved Employees will automatically receive their *pro rata* share of the $5,000 allocated from PAGA Penalties to Aggrieved Employees, cannot opt-out of the release of PAGA claims, and will be bound by the release of the PAGA claims even if they opt-out of the Settlement. Defendants' records indicate you are an Aggrieved Employee who worked in the State of California at any time during the PAGA Period of August 9, 2021 to May 29, 2023.

What is this case about?

In the Action, Plaintiff Jonathan B. Ferrini ("Plaintiff") alleges on behalf of himself and the Class that Defendants: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay all wages at termination; (6) failed to furnish accurate itemized wage statements; (7) failed to reimburse necessary business expenses; (8) violated California's Unfair Competition Law, California Business and Professions Code § 17200 *et seq*.; and (9) violated provisions of the Labor Code giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq*.]. Plaintiff seeks unpaid wages, actual, consequential and incidental losses and damages, special damages, liquidated damages, injunctive relief, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees, and costs.

This Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims. Defendants deny all liability and is confident that it has strong legal and factual defenses to the claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendants maintain that its conduct is and has been lawful at all times relevant.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendants (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

<u>Class Counsel</u>
Kane Moon
H. Scott Leviant
Mariam Ghazaryan
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
hsleviant@moonlawgroup.com
mghazaryan@moonlawgroup.com

<u>Defendants' Counsel</u>
Joshua Carlon
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
201 South Lake Avenue, Suite 300
Pasadena, California 91101
Telephone: (626) 583-8600
Joshua.Carlon@aalrr.com

What are the Settlement terms?

Subject to final Court approval, Defendants will pay $195,000.00 (the "Gross Settlement Amount") for: (a) Individual Class Payments to Class Members; (b) the Court-approved Class Representative Service Payment to Plaintiff (up to $7,500 to Plaintiff); (c) the Court-approved attorneys' fees and costs to Class Counsel ($65,000.00 in fees and up to $18,000.00 in costs to be requested); (d) $20,000 in civil penalties pursuant to the PAGA (the "PAGA Penalties"); and (e) payment to the Settlement Administrator for settlement administration services ("Administrative Expenses") (estimated not to exceed $12,000.)

<u>Individual Settlement Payments.</u> Class Members who do not timely and properly request to be excluded from the Settlement (the "Participating Class Members") will receive a share of the Net Settlement Amount (the "Individual Class Payment"), and Class Members who are also Aggrieved Employees will receive a share of the $5,000 from the PAGA Penalties allocated to Aggrieved Employees, regardless of whether they request exclusion from the Settlement (the total payment to a Class Member is called the "Individual Settlement Payment" in this Notice).

The "Net Settlement Amount" will be calculated by deducting from the Gross Settlement Amount the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Penalty, and the Administrator Expenses Payment. The Individual Settlement Payments will be compromised of the Individual Class Payment to each eligible Participating Class Member and the Individual PAGA Payment to each eligible Aggrieved Employee.

The Class Payment shall be divided among all Participating Class Members on a *pro rata* basis based on the total number of workweeks, days, or hours worked by all Participating Class Members during the Class Period (depending upon the availability of data to maximize the precision of the allocation to each Class Member and multiplying the result by each Participating Class Member's Workweeks, or days worked, or total hours worked (depending upon the availability of data to maximize the precision of the allocation to each Class Member.

The PAGA Payment shall be divided among all Aggrieved Employees on a *pro rata* basis based upon the total number of pay periods worked by each PAGA Employee during the PAGA Period. The portion of the PAGA Penalties paid to an Aggrieved Employee = $10,000 × [the pay periods worked by an Aggrieved Employee (during the PAGA Period) ÷ the pay periods worked by all Aggrieved Employees (during the PAGA Period)].

Your estimated Individual Settlement Payment is **«Est_Set_Amt»** and the number of work weeks or days worked, or total hours worked by you during the Class Period based on your hire and/or termination dates is **«Total_Hours»**. You may seek to dispute the number of your work weeks or days worked, or total hours worked. Such challenges must: (i) be in writing; (ii) state your full name; (iii) include a statement that you are seeking to challenge your estimated Individual Settlement Payment set forth in this Class Notice; (iv) state the number of work weeks you believe you have worked during the Class Period; and (v) be mailed to the Settlement Administrator with a postmark date on or before **SEPTEMBER 23, 2024** (the "Response Deadline") at:

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

You must produce documentary evidence supporting your contention. Defendants' records will be presumed correct unless you prove otherwise by credible evidence. If you dispute the accuracy of Defendants' records used to calculate work weeks or days worked, or total hours worked, and the counsel for both parties and the Settlement Administrator cannot resolve the dispute informally, the matter will be referred to the court for final resolution. The Court will resolve and decide all work week, or days worked, or total hours worked disputes, and its decisions will be final and non-appealable. **REMINDER**: If you believe your estimated Individual Settlement Payment is incorrect because your work weeks, or days worked, or total hours worked within the Class Period are wrong, your deadline to dispute this is **SEPTEMBER 23, 2024**.

For tax reporting purposes, the Individual Class Payments to Participating Class Members will be allocated as 20% to wages and 80% to penalties and interest. The Individual PAGA Payments will be allocated 100% as penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendants.

All checks for Individual Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the check's issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office to be held as unclaimed property in the name of each check recipient who is the payee of the check. In such event, the Settlement Class Members and Aggrieved Employees shall nevertheless remain bound by the Settlement.

Within 14 calendar days of the Effective Date (and assuming that Defendants have paid all amounts owed under the Settlement), the Settlement Administrator will distribute the Individual Settlement Payments to all Participating Class Members and Aggrieved Employees. The "Effective Date" is when: (1) the Court has held a final approval hearing and entered a final order and judgment certifying the Class and approving this Settlement; and (2) the later of the following events: (a) the day final approval is granted <u>if there are no objections to the settlement</u>; or, (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

Payments to Participating Class Members and Aggrieved Employees will issue only AFTER the payment by Defendants of the Gross Settlement Amount to the Settlement Administrator. **PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL**.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel's Fees and Expenses, the Class Representative Enhancement, Administrative Expenses, the PAGA Penalty Payment. Class Counsel will ask the Court to award attorneys' fees up to $65,000.00 (one third) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed $18,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payment made to Plaintiff, not to exceed $7,500, for his efforts in bringing the Action on behalf of the Class. The Parties estimate the cost of administering the Settlement will not be more than $12,000 (and is currently estimated to be $10,000). PAGA Penalties in the amount of $15,000.00 will also be made to the LWDA for PAGA penalties, which represents 75% of the $20,000 allocated as PAGA Penalties.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement and Defendants' payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, each Participating Class Member and each Aggrieved Employee will release claims as follows:

(a) The Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including all claims that Defendants (1) failed to provide meal periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198 and Wage Order); (2) failed to provide rest periods (Lab. Code §§ 204, 223, 226.7 and 1198 and Wage Order); (3) failed to pay minimum and overtime time wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198 and Wage Order as to minimum wage); (4) failed to provide accurate itemized wage statements (Lab. Code §§ 226(a)); (5) failed to timely pay all final wages (Lab. Code §§ 201, 202 and 203); (6) failed to indemnify for job-related expenses (Lab. Code § 2802); and, (7) engaged in Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). Excluded from this portion of the release are claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

(b) Claims Released by Aggrieved Employees. All Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

The "Released Parties" are: Defendants and each of their former and present directors, officers, shareholders, owners, former and present managing employees, members, attorneys, agents, investment bankers, accountants, insurers, reinsurers, predecessors, successors, assigns, subsidiaries, including Colibri Real Estate, LLC, direct and indirect parent companies, and affiliates

No Class Member employed during the PAGA Period can request exclusion from the settlement of the Released PAGA Claims. If you are a Class Member and an Aggrieved Employee, and this Settlement is approved, you will release the Released PAGA Claims even if you timely and properly file an Opt-Out Request. The Aggrieved Employees are bound by the release of the Released PAGA Claims regardless of whether they cash their Individual PAGA Payment check.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Class Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Class Payment, **you do not need to take any action**. By remaining in the Class and receiving settlement monies to resolve your class claims, you consent to the release of the Released Class Claims as described above.

Any amount paid to Participating Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way and you have selected to remain in the Class, you can ask the Court to deny approval of the Settlement by submitting an objection. You can't object to the release of the PAGA Claim or object to the PAGA Settlement Payment. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no additional settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

You may object to the Settlement in writing or by appearing at the Final Approval Hearing, either in-person or through your attorney. If you appear through your own attorney, you are responsible for paying that attorney. You may appear and orally object regardless of whether you submitted a written objection. Written objections should be sent to the Settlement Administrator at Phoenix Settlement Administrators P.O. Box 7208, Orange, CA 92863. If you submit a written objection, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; and (4) be postmarked on or before **SEPTEMBER 23, 2024** and submitted to the Settlement Administrator at the address listed above. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the Final Approval Hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims as set forth above, unless the Settlement is not finally approved by the Court.** If you submit a written objection and then request exclusion from, and opt out of, the Class Settlement, you would be deemed to have waived your objection.

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (Aggrieved Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must submit a written request to be excluded to the Settlement Administrator at Phoenix Settlement Administrators P.O. Box 7208, Orange, CA 92863. In order to be valid, your written request to be excluded from the Class Settlement must be signed and include your full name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement), along with a clear statement that you wish to be excluded from the class action portion of the Settlement.

Your written request to be excluded from the Class Settlement must then be signed and postmarked on or before **SEPTEMBER 23, 2024**. If you do not submit a written request to be excluded from the Class Settlement on time (as evidenced by the postmark), your written request to be excluded from the Settlement will be rejected, you will be deemed a Participating Class Member, and you will be bound by the release of Released Class Claims as described above and all other terms of the Settlement. If you submit a written request to be excluded from the Class Settlement by the deadline to request exclusion, you will have no further role in the Action as it relates to the Class claims. You will not be able to complain to the Court about any aspect of the Class Settlement and any written objection to the Class Settlement would not be considered valid. **You will not be entitled to any benefit, including money**, as a result of the Action and Settlement, except for any payment you may be receive from the PAGA portion of this Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the Administrator Expenses Payment, and the PAGA Penalties allocation on **NOVEMBER 15, 2024 AT 8:30 A.M.**, in Courtroom C-65 in the Central Courthouse, 330 West Broadway, San Diego, CA 92101. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website by the Settlement Administrator for a period of at least 90 days following the entry of that Order in the Court record. That website is: ferrini-v-allied-school.phoenixcases.com.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details are in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE attached to the Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Preliminary Approval. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed above, or consult the San Diego Superior Court website.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	35
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	34
Subtotal Admin Only	**$5,425.85**

Flat Fee Total **$5,000.00**

For 35 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

June 20, 2023

Case: Ferrini v. Allied, Opt-Out Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Mariam Ghazaryan
Firm: Moon & Yang, APC
Contact Number: (213) 232-3128
Email: mariam.ghazaryan@moonyanglaw.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 **35** 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	1	$100.00
Programming Database & Setup	$100.00	1	$100.00
Toll Free Setup*	$150.00	1	$150.00
Call Center & Long Distance	$2.00	8	$16.00
NCOA (USPS)	$20.00	1	$20.00
		Total	**$386.00**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Reminder Postcard / Website

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$100.00	2	$200.00
Data Merge & Duplication Scrub	$0.10	35	$3.50
Notice Packet & Opt-Out Form	$1.45	35	$50.75
Estimated Postage (up to 2 oz.)*	$0.64	35	$22.40
Static Website	$200.00	1	$200.00
Check Cashing Reminder Postcard Postage Included	$0.60	7	$4.28
		Total	**$480.93**

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

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Skip Tracing Undeliverables	$1.00	7	$7.00
Remail Notice Packets	$0.75	4	$3.00
Estimated Postage	$0.64	4	$2.56
Programming Undeliverables	$50.00	1	$50.00
		Total	**$227.56**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Database	$150.00	1	$150.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	3	$165.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	4	$40.00
Case Manager	$85.00	2	$170.00
		Total	**$725.00**

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	1	$135.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	2	$270.00
Mail Class Checks *	$0.90	34	$30.60
Estimated Postage	$0.64	34	$21.76
		Total	**$822.36**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for dowloading tax forms from PHX secure portal

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Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$115.00	2	$230.00
Remail Checks (Postage Included)	$1.70	7	$34.00
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	4	$340.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	3	$255.00
Final Reporting & Declarations	$115.00	2	$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,000.00	1	$1,000.00
Check to Cy-Pres	$150.00	1	Included
Uncahsed Checks to the State of California Controllers Office Estimated 9 Total Class Members	$300.00	1	$300.00
		Total	**$2,784.00**

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

Estimate Total:	**$5,425.85**

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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.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 South Figueroa Street, 31st Floor, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **DECLARATION OF MAYRA GONZALEZ WITH RESPECT TO NOTICE AND SETTLEMENT ADMINISTRATION** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Joshua D. Carlon
JCarlon@aalrr.com
Atkinson, Andelson, Loya, Ruud & Romo
201 S. Lake Ave
Suite 300
Pasadena, CA 91101
F: 626-583-8610

Counsel for Defendant

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[ ] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

[ ] **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this court at whose direction the service was made, or I am a member of the bar of this court. Executed this **October 23, 2024**, at Los Angeles, California.

H. Scott Leviant
Type or Print Name

Signature