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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JO-NATHAN GREEN, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BENDER ROSENTHAL, INC., a
California corporation; and DOES 1
through 100, inclusive,
Defendants.

Case No. 34-2023-00335755

Honorable Jill H. Talley
Department 23

CLASS ACTION

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

Date: January 23, 2026
Time: 9:00 a.m.
Department: 23

Complaint Filed: March 7, 2023
FAC Filed: August 7, 2025
Trial Date: None Set

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Jo-Nathan Green v. Bender Rosenthal, Inc.* (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 *Joint Stipulation of Class Action and PAGA Settlement* (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* (“Class Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from March 7, 2019 to January 18, 2025 (“Class Period”) and the number of pay periods each PAGA Employee worked during the time period from May 15, 2024 to January 18, 2025 (“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 Workweeks 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 PAGA Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On September 26, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained two hundred fifty-five (255) individuals identified as Class Members.

1 4. On October 14, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On October 14, 2025, Phoenix mailed the Class Notice via U.S. first class mail, in
6 English, to all two hundred fifty-five (255) Class Members on the Class List. A true and correct
7 copy of the mailed Class Notice is attached hereto as **Exhibit A**.

8 6. During the response period, one (1) individual was identified as having been
9 inadvertently excluded from the Class List. The proper information was provided to Phoenix, and
10 this individual was mailed a Class Notice. Accounting for this addition to the Class List, there are
11 two hundred fifty-six (256) Class Members.

12 7. On December 18, 2025, Phoenix received a corrected list of PAGA Pay Periods. On
13 January 2, 2026, Phoenix will issue a Postcard to each PAGA Employee to advise of the corrected
14 pay period values and estimated Individual PAGA Payment calculations.

15 8. As of the date of this declaration, twenty (20) Class Notices have been returned to
16 Phoenix. None were returned with a forwarding address. For the twenty (20) Class Notices returned
17 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
18 address using TransUnion TLOxp, one of the most comprehensive address databases available for
19 skip tracing. Of the twenty (20) Class Notices that were skip traced, twenty (20) updated addresses
20 were obtained and the Class Notice was promptly re-mailed to those Class Members via first class
21 mail.

22 9. As of the date of this declaration, Phoenix has received zero (0) Request for
23 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
24 December 13, 2025. For Class Notices that were remailed, the deadline was December 29, 2025.

25 10. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
26 from Class Members. The deadline for objecting to the Class Settlement was December 13, 2025.
27 For Class Notices that were remailed, the deadline was December 29, 2025.

1 11. As of the date of this declaration, Phoenix has received zero (0) Workweek Disputes
2 from Class Members. The deadline for submitting a dispute was December 13, 2025. For Class
3 Notices that were remailed, the deadline was December 29, 2025.

4 12. There are two hundred fifty-six (256) Class Members who did not submit timely and
5 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
6 100% of the Class. Settlement Class Members have worked a collective total of eighteen thousand
7 and fifty-five (18,055) Workweeks during the Class Period. Each Workweek is valued at
8 approximately \$6.74.

9 13. The Escalator Clause of the Settlement Agreement indicates if the actual Workweek
10 exceeds 10% or eighteen thousand nine hundred fifty-six (18,956), the Total Settlement Amount
11 shall be increased pro-rata for everyone over such cap. The total number of Workweek was eighteen
12 thousand and fifty-five (18,055). Since the total number of Workweek does not exceed 18,956, the
13 Escalator Clause was not triggered.

14 14. The Net Settlement Amount of \$121,750.00 available to pay Settlement Class
15 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$120,750.00),
16 and Class Counsel costs (\$30,000.00), requested Enhancement Award to Plaintiff Green
17 (\$10,000.00), the PAGA Amount (\$55,000.00), and the requested Settlement Administration Costs
18 (\$7,500.00) from the Total Settlement Amount (\$345,000.00).

19 15. Based upon the calculations stipulated in the Settlement, the highest Individual
20 Settlement Share to be paid is approximately \$2,043.22, the lowest Individual Settlement Share to
21 be paid is approximately \$6.74, while the average Individual Settlement Share to be paid is
22 approximately \$475.59. Settlement Class Members will be issued payment of their Individual
23 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
24 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
25 Settlement Payment").

26 16. Additionally, \$55,000.00 of the Total Settlement Amount has been allocated toward
27 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
28

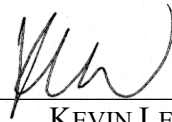
1 \$35,750.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%,
2 or \$19,250.00, of which shall be paid to all current and former hourly-paid or non-exempt
3 employees of Defendant in California employed during the PAGA Period. There are thirty (30)
4 PAGA Employees who worked a total of three hundred twenty-nine (329) pay periods during the
5 PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$1,053.19, and
6 the average Individual PAGA Payment to be paid is approximately \$641.67.

7 17. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
8 due separately and apart from the Total Settlement Amount.

9 18. Phoenix’s costs associated with the administration of this matter are \$7,500.00. This
10 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
11 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

12
13 I declare under penalty of perjury of the laws of the State of California that the foregoing is
14 true and correct.

15 Executed on December 30, 2025, at Orange, California.

16
17 

18 KEVIN LEE

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT*Jo-Nathan Green v. Bender Rosenthal, Inc.*

Superior Court of California for the County of Sacramento

Case No. 34-2023-00335755

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the class settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Jo-Nathan Green ("Plaintiff") and Defendant Bender Rosenthal, Inc. ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the case entitled *Jo-Nathan Green v. Bender Rosenthal, Inc.*, Sacramento County Superior Court, Case No. 34-2023-00335755 (the "Action"), which may affect your legal rights. On August 29, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing for **January 23, 2026, at 9:00 a.m.**, ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from March 7, 2019, through January 18, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"PAGA Employees" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from May 15, 2024, through January 18, 2025.

II. BACKGROUND OF THE ACTION

On March 7, 2023, Plaintiff filed a Class Action Complaint for Damages against Defendant, in the Sacramento County Superior Court, Case No. 34-2023-00335755 (the "Action"). On May 15, 2025, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated ("LWDA Notice"). On August 7, 2025, Plaintiff filed a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint").

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, and reimburse business expenses. Plaintiff further contends that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and give rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant strongly denies all of the allegations in the Action, and strongly denies violating any law, failing to pay any wages, provide meal or rest periods, provide accurate itemized wage statements and reimburse expenses, and contends it complied with all applicable laws.

So far, the Court has made no determination whether Plaintiff or Defendant are correct on the merits. In the meantime, however, and after investigation and analysis of the claims, the Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating in good faith an end to this case rather than continuing the expensive and time-consuming process of litigation. As a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement").

On August 29, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Jo-Nathan Green as representative of the Class ("Class Representative"), and the following attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwarzian, Esq.
 Joanna Ghosh, Esq.
 Elizabeth Parker-Fawley, Esq.
 Ryan Slinger, Esq.

Lawyers for Justice, PC
 450 North Brand Boulevard, Suite 900
 Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Both sides agree that nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Three Hundred Forty-Five Thousand Dollars (\$345,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees to Class Counsel in an amount up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$120,750.00 if the Total Settlement Amount remains \$345,000.00) and reimbursement of litigation costs and expenses incurred by Class Counsel, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) (together, “Attorneys’ Fees and Costs”); (2) Enhancement Award in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff for his services in the Action; (3) Settlement Administration Costs in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to the Settlement Administrator; and (4) the amount of Fifty-Five Thousand Dollars (\$55,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”). The PAGA Amount will be distributed 65% (\$35,750.00) to the LWDA (“LWDA Payment”) and the remaining 35% (i.e., \$19,250.00) will be distributed to PAGA Employees (“Individual PAGA Payments”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee within the State of California during the Class Period, (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Estimated Workweek Value”) and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest and penalties which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendant separately and in addition to the Total Settlement Amount. Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Individual Settlement Payment is taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Individual Settlement Payment received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 35% share of the PAGA Amount (“PAGA Employee Amount”), based on the number of the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California employed during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator has divided the PAGA Employee Amount by the total number of PAGA Pay Periods of all PAGA Employees during the PAGA Period (“PAGA Pay Period Value”) and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). Again, neither side is giving you any advice on whether your PAGA Payment is taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any PAGA Payment received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks and/or PAGA Pay Periods Based on Defendant's Records

According to Defendant's records, you have been credited with «Total_Works» Workweeks during the Class Period, i.e., from March 7, 2019 through January 18, 2025.

According to Defendant's records, you have been credited with «PAGA_Pay_Periods» PAGA Pay Periods during the PAGA Period, i.e., from May 15, 2024 through January 18, 2025.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute that: (a) contains the case name and number of the Action; (b) contains the full name, signature, address, telephone number, and the last four (4) digits of the Social Security number of the disputing Class Member; (c) clearly states that the Class Member disputes the number of Workweeks and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) includes information and/or attaches documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that he or she contends should be credited to him or her are correct; and (e) is submitted by mail to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than December 13, 2025**.

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you during the Class Period and/or PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be «ESA_Before_Paga». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be «PAGA_Amount».

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower and payments will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Operative Complaint and this Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

"Released PAGA Claims" means any and all claims alleged in the PAGA Notice and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, et seq.

"Released Parties" means Defendant Bender Rosenthal, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$120,750.00, if the Total Settlement Amount remains \$345,000.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (together, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Awards to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00) ("Enhancement Award"), in recognition of his services in connection with the Action. The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his individual settlement payments that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including but not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**A. Participate in the Class Settlement**

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and/or PAGA Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than December 13, 2025**, at the following address:

Settlement Administrator
P.O. Box 7208
Orange, CA 92863

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Consistent with applicable law, however, PAGA Employees may not exclude themselves from the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than December 13, 2025**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Sacramento County Superior Court, located at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, California 95814, on **January 23, 2026, at 9:00 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear through the Department's Zoom link (<https://saccourt-ca.gov.zoomgov.com/my/sscdept23>) or phone number (Telephone: (833) 568-8864 / ID: 16108301121) if you wish to. Instructions are provided by the Court at: <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for a fee by visiting the civil clerk's office, located at Gordon D. Schaber Sacramento County Courthouse, located at 720 9th Street, Sacramento, California 95814, during regular business hours, or online by visiting the following website: <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	256
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	256
Subtotal Admin Only	\$9,109.12

TOTAL COSTS	\$7,500.00
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Fixed Fee

December 30, 2025

Case: Green v. Bender Rosenthal, Inc.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	26	\$51.20
NCOA (USPS)	\$0.15	256	\$38.40
Total			\$829.60

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	256	\$38.40
Notice Packet & Opt-Out Form	\$0.95	256	\$243.20
Postage (up to 1 oz.)	\$0.74	256	\$189.44
Total			\$786.04

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	20	\$20.00
Remail Notice Packets	\$0.95	20	\$19.00
Postage	\$0.74	20	\$14.80
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$268.80

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	256	\$256.00
Estimated Postage Checks, W2 and 1099	\$0.64	256	\$163.84
Mail Class Checks, 1099 only	\$1.00	256	\$256.00
Estimated Postage Checks, W2 and 1099	\$0.64	256	\$163.84
		Total	\$2,154.68

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Unchashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	2	\$2,400.00
		Total	\$4,150.00

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

Total: \$9,109.12