

1 **HAINES LAW GROUP, APC**
Paul K. Haines (SBN 248226)
2 phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
3 fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
4 mmoen@haineslawgroup.com
2155 Campus Drive, Suite 180
5 El Segundo, California 90245
Tel: (424) 292-2350
6 Fax: (424) 292-2355

7 *Attorneys for Plaintiff*

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE**

13 MIRIAM MORENO, as an individual and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 BEACON DAY SCHOOL, INC., a California
18 Corporation; and DOES 1 through 100,

19 Defendants.
20
21
22

CASE NO. 30-2022-01296662-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
Lon F. Hurwitz, Dept. CX-103]*

**DECLARATION OF MAYRA J.
GONZALEZ OF PHOENIX
SETTLEMENT ADMINISTRATORS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 7, 2025

Time: 1:30 P.m.

Dept: CX103

Action Filed: December 14, 2022

Trial Date: None set.

1 database provides updated addresses for any individual who has moved in the previous four (4)
2 years and notified the U.S. Postal Service of their change of address.

3 5. On October 23, 2024, Phoenix mailed the Notice via U.S. first class mail to all four
4 hundred fifty (450) Class Members on the Class List. A true and correct copy of the mailed Notice
5 is attached hereto as **Exhibit A**.

6 6. As of the date of this declaration, twenty-two (22) Notices have been returned to
7 Phoenix. None were returned with a forwarding address. For the twenty-two (22) Notices returned
8 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
9 address using TransUnion TLOxp, one of the most comprehensive address databases available for
10 skip tracing. Of the twenty-two (22) Notices that were skip traced, eighteen (18) updated addresses
11 were obtained and the Notice was promptly re-mailed to the Class Members via first class mail.

12 7. As of the date of this declaration, four (4) Notices remain undeliverable since
13 updated addresses could not be obtained via skip trace.

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

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

19 10. As of the date of this declaration, Phoenix has received one (1) Workweek dispute
20 from Class Members. Upon reviewing the Defense Counsel, the dispute was approved, and the
21 Class Member's workweeks were updated. The total workweeks during the Class Period increased
22 to 22,880. The deadline for submitting a dispute was December 23, 2024.

23 11. As of the date of this declaration, there are four hundred fifty (450) Class Members
24 who have not submitted Requests for Exclusion and are therefore deemed Settlement Class
25 Members, representing 100% of the Class. Settlement Class Members have worked a collective
26 total of twenty-two thousand eight hundred eighty (22,880) Workweeks during the Class Period.
27 Each Workweek is valued at approximately \$3.16.
28

1 12. The Net Settlement Amount of \$136,035.51 available to pay Settlement Class
2 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$83,333.33),
3 and Class Counsel costs (\$9,381.16), requested Enhancement Payment to Plaintiff (\$5,000.00), the
4 PAGA Amount (\$10,000.00) and the requested Settlement Administration Costs (\$8,750.00) from
5 the Gross Settlement Amount (\$250,000.00).

6 13. Based upon the calculations stipulated in the Settlement, the highest Individual
7 Settlement Share to be paid is approximately \$1,035.63, the lowest Individual Settlement Share to
8 be paid is approximately \$3.16, while the average Individual Settlement Share to be paid is
9 approximately \$296.75. Settlement Class Members will be issued payment of their Individual
10 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
11 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
12 Settlement Payment").

13 14. Additionally, \$10,000.00 of the Gross Settlement Amount has been allocated toward
14 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$7,500.00,
15 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$2,500.00,
16 of which shall be paid to all current and former hourly non-exempt individuals who are or were
17 employed by Defendant during the PAGA Period. There are two hundred sixty-seven (267)
18 Aggrieved Employees who worked a total of nine thousand seven hundred ten (9,710) Workweeks
19 during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately
20 \$25.75, the lowest Individual PAGA Payment to be paid is approximately \$0.26, and the average
21 Individual PAGA Payment to be paid is approximately \$9.36.

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

24 16. Phoenix's costs associated with the administration of this matter are \$8,750.00. This
25 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
26 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

3 Executed this 23rd day of January 2025, at Orange, California.
4

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6 Mayra J Gonzalez
MAYRA J. GONZALEZ
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Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

MIRIAM MORENO, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

BEACON DAY SCHOOL, INC, a California
Corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2022-01296662-CU-OE-CXC

**NOTICE OF CLASS AND PAGA ACTION
SETTLEMENT**

To: All current and former non-exempt employees who worked for Defendant Beacon Day School, Inc. in California between December 14, 2018 and the date of preliminary approval or February 24, 2024, whichever occurs first (“Class Period”). Collectively, these employees will be referred to as “Settlement Class members.”

PLEASE READ THIS NOTICE CAREFULLY

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this notice?

The Orange County Superior Court has granted preliminary approval of a proposed class and PAGA action settlement (“Settlement”) in the case of *Miriam Moreno v. Beacon Day School, Inc.*, Orange County Superior Court Case No. 30-2022-01296662-CU-OE-CXC (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from the Settlement. Defendant Beacon Day School, Inc.’s (“Defendant”) records show that you were employed by Defendant in California as a non-exempt employee during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. You may access this Notice and other relevant documents for this case, including the operative complaint, the Settlement Agreement, and the orders granting preliminary and final approval, at the Settlement Administrator’s website at moreno-v-beacon-day-school.phoenixcases.com.

What is this case about?

Plaintiff Miriam Moreno (“Plaintiff”) brought this Action against Defendant, asserting claims on behalf of all Settlement Class Members. Plaintiff is known as the “Class Representative,” and her attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

In the Action, Plaintiff alleges that Defendant failed to: (i) pay all minimum wages; (ii) pay all overtime wages; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) reimburse necessary business expenses; (vi) issue accurate itemized wage statements; (vii) timely pay all final wages due upon separation from employment; and (viii) comply with California’s Unfair Competition laws. As a result of the alleged violations, Plaintiff alleges that Defendant is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies that it has done anything wrong. Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, and that it has any liability to anyone under the claims asserted in the Action. Defendant denies that it owes Settlement Class Members any reimbursement, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with its business operations, the parties concluded that it is in the best interests of Defendant and the Settlement Class Members to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information and documents to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant’s policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class Members: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Matthew K. Moen (SBN 305956) mmoen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant: BROWNING HOCKER William K. Browning, Esq. (CSB #166742) 501 W Broadway STE 540 San Diego, California 92101 (619) 234-2194
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What are the terms of the Settlement?

On September 24, 2024, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendant in California during the Class Period. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below in the “Release” section.

Defendant has agreed to pay \$250,000.00 (“Maximum Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class Members, requested attorneys’ fees and verified cost reimbursement, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative’s Enhancement Payment. The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you, will issue settlement checks, and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$8,750.00 from the Maximum Settlement Amount to pay the settlement administration costs. If the Court awards a lesser amount for settlement administration costs than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of Settlement Class members who do not opt out.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount, which is estimated to be \$83,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through final Settlement. Class Counsel also will ask for reimbursement of up to \$12,000.00 for verified costs Class Counsel incurred to prosecute the Action. If the Court awards a lesser amount in Attorneys’ Fees and Costs than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of Settlement Class Members who do not opt out.

Enhancement Payment to Class Representative. Class Counsel will ask the Court to award the Class Representative an Enhancement Payment in the amount of \$5,000.00 to compensate her for her general release of claims against Defendant and her service and extra work provided on behalf of the Settlement Class Members. If the Court awards a lesser amount for the Class Representative Enhancement Payment than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of Settlement Class Members who do not opt out.

PAGA Payment to State of California. The parties have agreed to allocate \$10,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$7,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$2,500.00) will be payable to the PAGA Aggrieved Employees as the “PAGA Amount,” as described below.

Calculation of Settlement Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The NSA will be divided as follows:

- (i) **PAGA Amount:** The \$2,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the “PAGA Amount.” Each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period compared to the aggregate number of workweeks worked by all PAGA Aggrieved Employees during the PAGA Period.

- (ii) Wage Statement Amount: Twenty percent (20%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendant at any time between December 14, 2021 and the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the aforementioned time period, and the denominator of which is the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period.
- (iii) Waiting Time Amount: Twenty-five percent (25%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time between December 14, 2019 and the end of the Class Period.
- (iv) The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion Form. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing shall be transferred to the California State Controller’s Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

The Individual Settlement Payments issued and paid to participating Settlement Class Members will be deemed not to be “pensionable” earnings and will not have any effect on the eligibility for, accrual of, or calculation of, any employee benefits (e.g. vacations, holiday pay, retirement plans, 401(k), Employee Stock Purchase Plan, etc.) of the participating Settlement Class Members. Any Individual Settlement Payments to participating Settlement Class Members under the terms of the Settlement Agreement do not represent any modification of participating Settlement Class Members’ previously credited hours of service or other eligibility criteria under any employee plan for stock purchase, pension benefit, or employee welfare benefit sponsored by Defendant.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be allocated as 10% wages (subject to applicable withholdings), and 90% interest and penalties (not subject to withholdings). Each PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Maximum Settlement Amount does not include the employer’s share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the “Released Parties”) from liability for all claims based on the factual allegations set forth in the operative First Amended Complaint in the Action or Plaintiff’s December 14, 2022 PAGA Notice Letter to the LWDA, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period, including: (i) failure to pay all minimum wages; (ii) failure to pay all overtime wages; (iii) failure to provide all lawful meal periods; (iv) failure to authorize and permit all lawful rest periods; (v) failure to reimburse necessary business expenses; (vi) failure to issue accurate itemized wage statements; (vii) failure to timely pay all final wages due upon separation from employment; and (viii) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the operative First Amended Complaint in the Action (collectively, the “Released Claims”). The period of the Released Claims shall extend to the limits of the Class Period.

PAGA Release. If the Court approves the Settlement, all PAGA Aggrieved Employees will be issued a check for their share of the PAGA Amount, regardless of whether they validly opt-out of the class-action portion of the Settlement, and shall be deemed to have released and discharged Defendant from all PAGA claims that are based on the Labor Code violations pled in the operative First Amended Complaint in the Action or Plaintiff’s December 14, 2022 PAGA Notice Letter to the LWDA, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period (the “PAGA Released Claims”). This release shall run from December 14, 2021 through the date of preliminary approval or February 24, 2024, whichever occurs sooner (“PAGA Period”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement, which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Individual Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Payment. Your award is based on the proportionate number of workweeks you worked during the relevant time periods and whether your employment separated during the relevant time period. The information contained in Defendant's records regarding each of these factors, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Individual Settlement Payment. If you disagree with the information in your Notice of Individual Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than December 23, 2024. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator and the Parties will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have forty-five (45) calendar days from the date of re-mailing, or until the December 23, 2024 has expired, whichever is later, to submit a dispute.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator the attached "Request for Exclusion Form" postmarked no later than December 23, 2024, with your name, address, telephone number, last four digits of your social security number, your signature, and a statement that you wish to be excluded from the class action portion of the settlement. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion directly to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Any person who submits a timely Request for Exclusion Form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in the class action portion of the Settlement, and shall receive no benefits from the class action portion of the Settlement. However, all PAGA Aggrieved Employees, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement. The Court shall make the final determination regarding the validity and authenticity of any Requests for Exclusion.

Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have forty-five (45) calendar days from the date of re-mailing, or until the December 23, 2024 has expired, whichever is later, to submit a Request for Exclusion.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection by December 23, 2024 to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Your written objection should include your full name and current address, as well as contact information for any attorney representing you regarding your objection, the case name and number, all objections and the factual and legal basis for the same, and any and all supporting papers, briefs, declarations, and/or other evidence supporting your objection. All objections or other correspondence must state the name and number of the case, which is *Miriam Moreno v. Beacon Day School, Inc.*, Orange County Superior Court Case No. 30-2022-01296662-CU-OE-CXC. Objections in writing must be postmarked on or before December 23, 2024. Notwithstanding the foregoing, you do not need to object in writing to be heard at the Final Approval Hearing.

You may also appear at the Final Approval Hearing scheduled for February 7, 2025 at 1:30 p.m. in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object. You do not need to object in writing to be heard at the Final Approval Hearing.

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

Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have forty-five (45) calendar days from the date of re-mailing, or until the December 23, 2024 has expired, whichever is later, to submit an Objection.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on February 7, 2025 at 1:30 p.m., in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Payments to the Class Representatives, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also visit the Orange County Superior Court website at www.occourts.org to inspect the Court's files by going to the "Case Access" tab under "Online Services," selecting "Civil Case & Document Access," and entering the case number information for this case, which is Case No. 30-2022-01296662-CU-OE-CXC. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is December 23, 2024

NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT

MIRIAM MORENO v. BEACON DAY SCHOOL, INC.
 ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01296662-CU-OE-CXC

Please complete, sign, date and return this Form to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

 (First, Middle, Last)
(II) Please type or print the following identifying information if your contact information has changed:

 Former Names (if any)

 New Street Address

 City

 State

 Zip Code
(III) Information Used to Calculate Your Individual Settlement Payment:

According to Defendant's records:

- (a) You worked «Total_Weeks» workweeks during the Class Period;
- (b) You worked «PAGA_Work_Weeks» workweeks between December 14, 2021 and the end of the Class Period (the Wage Statement/PAGA Period); and
- (c) Your employment with Defendant «User_6» end between December 14, 2019 and the end of the Class Period (the Waiting Time Period).

Based on the above, your Individual Settlement Payment is estimated to be «Est_Set_Amt».

(IV) If you disagree with items (a) - (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendant's records, those records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN DECEMBER 23, 2024.

Signature: _____

Date: _____

REQUEST FOR EXCLUSION FORM

MIRIAM MORENO v. BEACON DAY SCHOOL, INC.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01296662-CU-OE-CXC

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION PORTION OF THIS SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE DECEMBER 23, 2024, ADDRESSED AS FOLLOWS:

PHOENIX SETTLEMENT ADMINISTRATORS
MIRIAM MORENO v. BEACON DAY SCHOOL, INC.
PHOENIX SETTLEMENT ADMINISTRATORS
P.O. BOX 7208
ORANGE, CA 92863

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT FOR THE CLASS ACTION PORTION OF THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the class action portion of the Settlement of the lawsuit entitled *MIRIAM MORENO v. BEACON DAY SCHOOL, INC.*, Orange County Superior Court Case No. 30-2022-01296662-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *MIRIAM MORENO v. BEACON DAY SCHOOL, INC.* LAWSUIT FILED IN THE ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01296662-CU-OE-CXC. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THE SETTLEMENT OF THIS LAWSUIT.

Name

Telephone Number

Address

Date

Signature

Last Four Digits of Social Security Number: ____ ____ ____ ____

Exhibit B



CASE ASSUMPTIONS

Class Members	450
Opt Out Rate	1%
Opt Outs Received	5
Total Class Claimants	446
Subtotal Admin Only	\$8,750.00

Not-to-Exceed Total \$8,750.00

For 450 Members

Pricing Good for Scope of Estimate Only

September 25, 2024

Case: Moreno v. Beacon Day School, Inc., et al. Opt-Out Administration wLanguage

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Aden M. Khachadorian

Firm: Haines Law Group, APC

Contact Number: 424.292.0734

Email: blakely@haineslawgroup.com

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

Estimate is based on 450 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one

spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$153.53	1	\$153.53
Call Center & Long Distance	\$1.75	16	\$28.00
NCOA (USPS)	\$200.00	2	\$400.00
Total			\$1,081.53

* 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	\$0.50	450	\$225.00
Notice Packet & Opt-Out Form	\$1.00	450	\$450.00
Estimated Postage (up to 2 oz.)*	\$0.76	450	\$342.00
Static Website	\$200.00	1	\$200.00
Language Translation	\$850.00	1	\$850.00
Total			\$2,267.00

* 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	\$2.50	45	\$112.50
Remail Notice Packets	\$1.00	45	\$45.00
Estimated Postage	\$0.76	45	\$34.20
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$401.70

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$685.00

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$2.00	446	\$891.00
Estimated Postage	\$0.64	446	\$285.12
Total			\$2,271.12

* 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	\$100.00	2	\$200.00
Remail Undeliverable Checks (Postage Included)	\$1.50	89	\$133.65
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$75.00	1	\$75.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$915.00	1	\$915.00
Total			\$2,043.65

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

Estimate Total: \$8,750.00



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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.