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Attorneys for Plaintiff PRINCESSALEXIA CHANNEL WHITE, as an individual, and on behalf of all similarly situated employees,

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

PRINCESSALEXIA CHANNEL WHITE, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

SGB VENTURES LLC, a Limited Liability
Company, and DOES 1 through 50,
inclusive,

Defendants.

Case No.: VCU296946

**DECLARATION OF JARROD SALINAS
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

Assigned for all purposes to:
Hon. Gary M. Johnson

Complaint Filed: March 27, 2023
Trial Date: Not Set

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *White v. SGB Ventures LLC* (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.

3. On June 18, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and Workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained 91 individuals identified as Class Members.

1 4. On June 19, 2024, 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 4 years and
4 notified the U.S. Postal Service of their change of address.

5 5. On July 2, 2024, Phoenix mailed the Notice via U.S. first class mail to all 91 Class
6 Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as
7 **Exhibit A.**

8 6. As of the date of this declaration, zero Notices have been returned to Phoenix from
9 the Post Office.

10 7. As of the date of this declaration, all Notices are considered deliverable.

11 8. As of the date of this declaration, Phoenix has received zero Request for Exclusion
12 from Class Members. The deadline to request exclusion from the Class Settlement was August 31,
13 2024.

14 9. As of the date of this declaration, Phoenix has received zero Notices of Objection
15 from Class Members. The deadline for objecting to the Class Settlement was August 31, 2024.

16 10. As of the date of this declaration, Phoenix has received zero Workweek disputes
17 from Class Members. The deadline for submitting a dispute was August 31, 2024.

18 11. There are 91 Class Members who did not submit timely and valid Requests for
19 Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class.
20 Settlement Class Members have worked a collective total of 2,574 Workweeks during the Class
21 Period. Each Workweek is valued at approximately \$20.18.

22 12. The Net Settlement Amount of \$51,953.63 available to pay Settlement Class
23 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$43,333.33),
24 and Class Counsel costs (\$10,713.04), requested Enhancement Payment (\$7,000.00), the PAGA
25 Amount (\$10,000.00), and the requested Settlement Administration Costs (\$7,000.00) from the
26 Gross Settlement Amount (\$130,000.00).

27 13. There are ninety-one (91) Class Members who worked a total of two thousand five
28 hundred seventy-four (2,574) workweeks during the Class Period. Based upon the calculations

1 stipulated in the Settlement, the highest Individual Class Settlement Share to be paid is
2 approximately \$1,836.74, the lowest Individual Class Settlement Share to be paid is approximately
3 \$20.18, while the average Individual Class Settlement Share to be paid is approximately \$570.92.
4 Settlement Class Members will be issued payment of their Individual Settlement Shares subject to
5 reduction for the employee's share of taxes and withholdings with respect to the wages portion of
6 the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

7 14. Additionally, \$10,000.00 of the Gross Settlement Amount has been allocated toward
8 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$7,500.00,
9 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$2,500.00,
10 of which shall be paid to all current and former hourly non-exempt individuals who are or were
11 employed by Defendant during the PAGA Period. There are 91 Aggrieved Employees who worked
12 a total of 1,324 Pay Periods during the PAGA Period. The highest Individual PAGA Payment to
13 be paid is approximately \$86.86, the lowest Individual PAGA Payment to be paid is approximately
14 \$1.89 and the average Individual PAGA Payment to be paid is approximately \$27.47.

15 15. The Net Settlement Amount of \$54,453.63 inclusive of PAGA Employees' portion
16 of PAGA Amount available to pay Participating Class Members was determined by subtracting the
17 requested Class Counsel attorneys' fees (\$43,333.33), and costs (\$10,713.04), requested Service
18 Payment to Plaintiff (\$7,000.00), the portion of PAGA Amount to be paid to LWDA (\$7,500.00),
19 and the requested Settlement Administration Costs (\$7,000.00) from the Gross Settlement Amount
20 (\$130,000.00).

21 16. Based upon the calculations stipulated in the Settlement, the highest Individual
22 Class and PAGA Settlement Payment to be paid is approximately \$1,923.60, the lowest Individual
23 Class and PAGA Settlement Payment to be paid is approximately \$22.07, while the average
24 Individual Class and PAGA Settlement Payment to be paid is approximately \$598.39.

25 17. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
26 due separate and apart from the Gross Settlement Amount.
27
28

18. Phoenix's costs associated with the administration of this matter are \$7,000.00. 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 13th day of September 2024, at Orange, California.

Jarrood Salinas
JARROOD SALINAS

EXHIBIT A

NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

White v. SGB Ventures LLC.
Tulare County Superior Court Case No. VCU296946

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

IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF SGB VENTURES LLC dba CRUMBL VISALIA (“DEFENDANT”) WHO WORKED IN CALIFORNIA AT ANY TIME BETWEEN AUGUST 12, 2022 AND MAY 24, 2024 (THE “CLASS PERIOD”), THIS PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class and PAGA action lawsuit entitled *White v. SGB Ventures LLC*, Tulare County Superior Court Case No. VCU296946 (the “Action”). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Settlement (“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 «Total_Amt», which includes your payment from the Class settlement in the estimated amount of «Class_Amt» and, because you are also a member of the PAGA Employee group, your payment from the PAGA settlement in the estimated amount of «PAGA_Amt».

A hearing concerning final approval of the proposed Settlement will be held before Hon. Gary M. Johnson on **January 13, 2025, at 8:30 a.m.**, in Department 2 of Tulare County Superior Court, 221 South Mooney Boulevard, Visalia, CA 93291, to determine whether the Settlement is fair, adequate and reasonable. As a Settlement Class Member, you are eligible to receive an individual Settlement 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 “Settlement 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 Defendant for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: AUGUST 31, 2024	You have the option to pursue separate legal action against Defendant about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by completing and submitting a request to be excluded. As a result, you will not receive any benefits under the Settlement (other than based on the PAGA Claim). Request for exclusions must be submitted by AUGUST 31, 2024 .
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT <i>WRITTEN</i> OBJECTIONS: AUGUST 31, 2024	To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the Settlement Administrator by submitting the objection in writing, 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 <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a request for exclusion if you wish to object. <i>Written</i> objections must be submitted by AUGUST 31, 2024 .

Who is affected by this proposed Settlement?

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

All non-exempt employees of Defendant who worked in California during the Class Period. The “Class Period” is August 12, 2022 through May 24, 2024.

According to Defendant’s records, you are a member of the settlement class (“Class Member”). PAGA Employees will automatically receive their *pro rata* share of the \$2,500 allocated from the PAGA Allocation to PAGA 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. Defendant’s records indicate you are also a PAGA Employee who worked in the State of California at any time during the PAGA Period of August 22, 2022 through May 24, 2024.

What is this case about?

In the Action, Plaintiff Princessalexia Channel White (“Plaintiff”) alleges on behalf of herself and the Class that Defendant: (1) failed to pay all wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to timely pay all wages at termination; (5) failed to furnish accurate itemized wage statements; (6) violated California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*; and (7) 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.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. 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 Defendant’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N. Brand Blvd., Suite 285

Glendale, California 91203

Telephone: (323) 410-5050

Defendant’s Counsel

Rissa A. Stuart

rstuart@kschanford.com

David W. Kahn

dkahn@kschanford.com

KAHN, SOARES & CONWAY, LLP

219 N. Douty Street

Hanford, CA 93230

Telephone: (559) 584-3337

Facsimile: (559) 584-3348

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$130,000 (the “Gross Settlement Amount”) for: (a) Individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Service Payment to Plaintiff in the amount of \$7,000; (c) the Court-approved attorney’s fees and costs to Class Counsel (“Class Counsel’s Fees and Expenses”) (\$43,333.33 in fees and up to \$12,000.00 in costs to be requested); (d) payment to the Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties (the “PAGA Penalty Payment”) (\$7,500 of a total of \$10,000 PAGA settlement to be paid to LWDA and \$2,500 to be paid to PAGA Employees); and (e) payment to the Settlement Administrator for settlement administration services (“Administrative Expenses”) (estimated to be no more than \$7,000).

Individual Settlement Payments. Class Members who do not timely and properly request to be excluded from the Settlement (the “Settlement Class Members”) will receive a share of the Net Settlement Amount, and Class Members who are also PAGA Employees will receive a share of the \$2,500 from the PAGA Settlement allocated

to PAGA Employees (the “PAGA Settlement Payment”), regardless of the request exclusion from the Settlement (the total payment to a Class Member is their “Individual Settlement Payment”).

The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement Amount the Class Counsel’s Fees and Expenses, the Class Representative’s Service Payment, the PAGA Penalty Payment, and the Administrative Expenses. Payments by Defendant from the Net Settlement Amount will be included in the Settlement Payments to each Settlement Class Member (the “Settlement Class Payments”) and each PAGA Employee (the “PAGA Settlement Payments”).

The Settlement Class Payment shall be divided among all Settlement Class Members on a *pro rata* basis based upon the total number of work weeks worked by each Settlement Class Member during the Class Period. The portion of the Net Settlement Amount paid to a Settlement Class Member = Net Settlement Amount (minus \$2,500 set aside for all PAGA Settlement Payment) × the work weeks worked by a Settlement Class Member ÷ the work weeks worked by all Settlement Class Members.

The PAGA Settlement Payment shall be divided among all PAGA 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 Settlement Payment paid to a PAGA Employee = \$2,500 × the pay periods worked by a PAGA Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees (during the PAGA Period).

Your estimated Individual Settlement Payment is «Class_Amt» and the number of work weeks you worked during the Class Period based on your hire and/or termination dates is «Workweeks». You may seek to dispute the number of your workweeks. 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 **AUGUST 31, 2024** (the “Response Deadline”) at:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 523-5773

You must produce documentary evidence supporting your contention. Defendant’s records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator and the Parties will attempt to resolve all work week disputes with you informally. If they cannot resolve your work week dispute with you informally, the dispute will be submitted by the Parties to the Court for final resolution. **REMINDER:** If you believe your estimated Settlement Payment is incorrect because your work weeks (the number of weeks you worked within the Class Period) are wrong, your deadline to dispute this is **AUGUST 31, 2024**.

For tax reporting purposes, the payments to Class Members will be allocated 15% as wages, 85% as penalties and as interest. All PAGA Settlement Payments will be allocated as 100% 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 Defendant.

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 checks’ 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 PAGA Employees shall nevertheless remain bound by the Settlement.

The “Effective Date” of the Settlement means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The

Judgment is final as of the latest of the following occurrences: (a) if no Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

Payments to Settlement Class Members and PAGA Employees will be issued in two installments: 1. the first distribution payment within fifteen (15) days after the Effective Date (“First Distribution”), and 2. the second distribution payment within six (6) months after the First Distribution (“Second Distribution”) or earlier if Defendant has paid the Gross Settlement Amount in full.

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.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement and Defendant’s payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) Identity of Released Parties. The released parties are Defendant and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers and attorneys (collectively “Releasees”).

(b) Date Release Becomes Effective. The Released Claims will be released upon the later of (1) the Settlement’s Effective Date, or (2) the satisfaction of Defendant’s obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

(c) Claims Released by Settlement Class Members. Each and every Class Member, on behalf of himself and each of their heirs, assigns and successors, unless he or she has submitted a timely and valid request for exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims stated in the Plaintiff’s First Amended Complaint, or that could have been stated based on the facts alleged in the First Amended Complaint, including but not limited to state wage and hour claims (including all claims under the California Labor Code and Industrial Welfare Commission Wage Orders) for unpaid wages, minimum wage, overtime, meal periods, rest periods, wage statement violations, interest, penalties, and attorney’s fees, waiting time penalties, withholding from wages and the related provisions of the California Labor Code and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.) (“Released Claims”);

2) as to any Class Member who cashes their Settlement Payment, the signing and negotiation of that check shall serve as the Class Member’s consent to join the action for purposes of releasing claims arising under the Fair Labor Standards Act that are related to the claims stated in the Complaint, implicitly or explicitly; and,

3) in addition, as to all Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, claims arising under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., to the extent asserted in Plaintiff’s administrative exhaustion letter submitted to the LWDA (Settlement Exhibit A) and the First Amended Complaint in this matter (i.e., the Released PAGA Claims).

No Class Member employed during the Released PAGA Claims Period can request exclusion from the settlement of the PAGA Claim. If you are a Class Member, and this Settlement is approved, you will release the PAGA

Claim even if you timely and properly submit a request for exclusion . The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash their 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 Settlement 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 Settlement 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 Claims as described above.

Any amount paid to Settlement 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 Defendant, 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, (800) 523-5773. The written objection in any form 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; (4) the case and number (*White v. SGB Ventures LLC*, Tulare County Superior Court Case No. VCU296946); and (5) be postmarked on or before **AUGUST 31, 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 Claims as set forth above, unless the Settlement is not finally approved by the Court.**

If you wish to attend the Final Approval Hearing remotely schedule request a remote appearance via the link provided in the Court's website <https://www.tulare.courts.ca.gov/online-services/request-remote-hearings> . You will need to use the Case Number for this case (VCU296946). If you wish to attend the Final Approval Hearing in person, you can attend it at Tulare County Superior Court, 221 South Mooney Boulevard, Visalia, CA 9329.

Regardless of the form, an objection, alone will not satisfy the requirement that a Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA 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 complete and return a request for exclusion to the Settlement Administrator at Phoenix Settlement Administrators; P.O. Box 7208, Orange, CA 92863, (800) 523-5773. In order to be valid, your request for exclusion must be signed and include your name, address, telephone number, the last four digits of your social

security number or Employee ID (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

Your request for exclusion (to remove you from the Class Settlement) must postmarked on or before **AUGUST 31, 2024**. If you do not submit a request for exclusion on time (as evidenced by the postmark), your request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a request for exclusion 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 received from the PAGA portion of this Settlement.

IMPORTANT: DO NOT SUBMIT A REQUEST FOR EXCLUSION IF YOU WISH TO BE INCLUDED IN THE CLASS SETTLEMENT AND RECEIVE YOUR SHARE OF THE MONEY AVAILABLE TO YOU AS PART OF THE 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's Fees and Expenses, the Class Representative Service Payment, the Administrative Expenses, and the PAGA Allocation on **January 13, 2025, at 8:30 a.m.**, in Department 2 of the Tulare County Superior Court, 221 South Mooney Boulevard, Visalia, CA 9329. As described above, if you wish to attend the Final Approval Hearing remotely schedule request a remote appearance via the link provided in the Court's website <https://www.tulare.courts.ca.gov/online-services/request-remote-hearings>. You will need to use the Case Number for this case (VCU296946). 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, the Settlement Agreement 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: white-v-sgb-ventures.phoenixcases.com.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class and PAGA Representative Action Settlement attached to the Declaration of Lilit Tunyan in Support of Plaintiff's Motion for Preliminary Approval. The Joint Stipulation of Class and PAGA Representative Action Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Tulare County Superior Court. You may also request a copy of the Settlement Agreement from Class Counsel by using the contact information in this notice.

You may also view documents filed in this case, including the complete Settlement and case documents, on the Court's website at: <https://online.tulare.courts.ca.gov/?q=Home>. You may need the case number to access and view case documents (VCU296946) NOTE: If you choose to access documents online, the Court will charge you a fee for access. Class Counsel can provide you with copies of the settlement documents at no charge.

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

EXHIBIT B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

February 5, 2024

CASE ASSUMPTIONS

Class Members	100
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	99
Subtotal Admin Only	\$7,425.70

Flat Fee Total \$7,000.00

For 100 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Two Disbursements & Two Tax Years

Case: White v. SGB Ventures, LLC, Opt-Out Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Lilit Tunyan

Firm: Tunyan Law

Contact Number: 323-410-5050 Ext. 1

Email: ltunyan@tunyanlaw.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 **100** 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 day

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

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.00	14		\$28.00
NCOA (USPS)	\$20.00	1		\$20.00
Total				\$548.00

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Data Merge & Duplication Scrub	\$0.10	100		\$10.00
Notice Packet & Opt-Out Form	\$1.35	100		\$135.00
Estimated Postage (up to 2 oz.)*	\$0.64	100		\$64.00
Static Website	\$200.00	1		\$200.00
Total				\$609.00

* 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	2		\$110.00
Skip Tracing Undeliverables	\$1.00	15		\$15.00
Remail Notice Packets	\$1.00	12		\$12.00
Estimated Postage	\$0.64	12		\$7.68
Programming Undeliverables	\$50.00	2		\$100.00
			Total	\$244.68

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
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	2		\$270.00
Disbursement Review	\$135.00	2		\$270.00
Programming Manager	\$95.00	2		\$190.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	5		\$675.00
Mail Class Checks * (x 2)	\$0.85	99		\$168.30
Estimated Postage (x 2)	\$0.64	99		\$126.72
			Total	\$1,835.02

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



PHOENIX

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	\$115.00	3		\$345.00
Remail Checks (x 2) (Postage Included)	\$2.00	42		\$84.00
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	3		\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included) (Tax x 2)	\$1,700.00	1		\$1,700.00
Check to Cy-Pres	\$150.00	1		Included
Total				\$3,464.00

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

Estimate Total: \$7,425.70



PHOENIX

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.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285
7 Glendale, CA 91203.

8 On the date indicated below, I served the document described as: **DECLARATION OF**
9 **JARROD SALINAS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** on
10 the interested parties in this action by sending a true copy thereof to interested parties as follows
11 and as stated on the attached service list:

12 Rissa Stuart
13 rstuart@kschanford.com

14 David Kahn
15 dkahn@kschanford.com

16 Ian Brady
17 ibrady@kschanford.com

18 Maria Cabrera
19 mcabrera@kschanford.com

20 Malarie Moran
21 mmoran@kschanford.com

22 **KAHN, SOARES & CONWAY, LLP**

23 219 N. Douty Street
24 Hanford, CA 93230
25 Telephone: (559) 584-3337
26 Facsimile: (559) 584-3348

27 *Attorneys for Defendant SGB VENTURES LLC*

28 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale,
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 ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
service, I caused the documents to be sent to the persons at the electronic service addresses
listed above via electronic mail. I did not receive an error message.

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

Executed on December 4, 2024, at Glendale, California.

Lilit Tunyan

Name



Signature