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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

HOLLIE COLEMAN, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, v. FLAGSTAR BANK N.A., a Michigan Corporation; NEW YORK COMMUNITY BANCORP, INC., a New York Corporation; DESERT COMMUNITY BANK and DOES 1 through 20, inclusive; Defendants.	Case No.: CIVSB2309384 *[Assigned to Hon. Christian Towns, Dept S26, for all purposes]* **DECLARATION OF TAYLOR MITZNER ON BEHALF OF PHOENIX SETTLEMENT ADMINISTRATORS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** <u>Hearing</u> Date: February 18, 2026 Time: 8:30 a.m. Dept.: S26

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Coleman v. Flagstar Bank N.A., et al.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation and Settlement Agreement of Class Action and Representative Claims ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class and Representative Action Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) reviewing the number of weeks each Class Member worked during the period from April 27, 2019 to April 19, 2025 ("Class Period") and the number of workweeks that each Aggrieved Employee worked during the time period from April 26, 2022 to April 19, 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 Aggrieved 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 October 22, 2025, Phoenix received a data file ("Class List") from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, Workweeks for each Class Member during the Class Period, and pay periods for each Aggrieved Employee

during the PAGA Period. The final mailing list contained eight hundred forty-six (846) individuals identified as Class Members.

4. On October 24, 2025, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On November 5, 2025, Phoenix mailed the Notice via U.S. first class mail, in English, to all eight hundred forty-six (846) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

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

7. As of the date of this declaration, Phoenix has received zero (0) Request for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was December 5, 2025.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was December 5, 2025.

9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was December 5, 2025.

10. There are eight hundred forty-six (846) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of eighty-four thousand one hundred (84,100) Workweeks during the Class Period. Each Workweek is valued at approximately $5.61.

11. The Net Settlement Amount of $472,132.07 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($283,333.33), and Class Counsel costs ($24,534.60), requested Enhancement Award to Plaintiff Coleman ($10,000.00), the PAGA Amount ($50,000.00), and the requested Settlement Administration Costs ($10,000.00) from the Gross Settlement Amount ($850,000.00).

12. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $1,751.55, the lowest Individual Settlement Share to be paid is approximately $5.61, while the average Individual Settlement Share to be paid is approximately $558.08. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

13. Additionally, $50,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $12,500.00, of which shall be paid to all Aggrieved Employees. There are five hundred fifty-four (554) Aggrieved Employees who worked a total of fifteen thousand one hundred ninety (15,190) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $65.01, and the average Individual PAGA Payment to be paid is approximately $22.56.

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

15. Phoenix's costs associated with the administration of this matter are $10,000.00. 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 6th day of January 2026, at Orange, California.

Taylor Mitzner

TAYLOR MITZNER

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Coleman v. Flagstar Bank N.A., et al.
San Bernardino Superior Court, Case No. CIVSB2309384

A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION BY A LAWYER.
YOU ARE NOT BEING SUED.

IF YOU ARE OR WERE EMPLOYED BY FLAGSTAR BANK N.A., FLAGSTAR FINANCIAL, INC., NEW YORK COMMUNITY BANCORP, INC., OR FLAGSTAR BANK, FSB AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME FROM APRIL 27, 2019, TO APRIL 19, 2025, THEN YOU ARE A CLASS MEMBER INCLUDED IN THIS CLASS ACTION SETTLEMENT AND YOUR RIGHTS MAY AFFECTED.

Why should you read this Notice?

You may be eligible to receive money as part of a proposed settlement (the "Settlement" or "proposed Settlement") that has been reached in class and representative action entitled Hollie *Coleman v. Flagstar Bank N.A., et al.*, San Bernardino Superior Court, Case No. CIVSB2309384 (the "Lawsuit") for alleged violations of the California Labor Code filed against Defendants Flagstar Bank N.A., Flagstar Bank, FSB, New York Community Bancorp, Inc., and Flagstar Financial, Inc. ("Defendants"). The purpose of this Notice of Class and Representative Action Settlement ("Class Notice") is to briefly describe the Lawsuit and to inform you of your rights and options in connection with the Lawsuit and the proposed Settlement. The proposed Settlement will resolve all claims in the Lawsuit.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Settlement Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund PAGA Employee Payments to PAGA Employees (defined as "all current and former nonexempt, employees employed by Defendants in California at any time in the PAGA Period of April 26, 2022, through April 19, 2025") and pay penalties to the California Labor and Workforce Development Agency ("LWDA"). Based on Defendants' records, and the Parties' current assumptions, your Individual Settlement Payment and PAGA Employee Payment are shown in the charts below, along with the applicable data points from which these estimates are derived.

Calculations and Data Points for Estimated Payments			
Weeks Worked during Class Period	«Total_Weeks»	***Estimated*** **Individual Settlement Payment**	«ESA_Before_Paga»
Pay Periods during PAGA Period	«PAGA_Pay_Periods»	***Estimated*** **PAGA Employee Payment**	«PAGA_Amount»

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated as an estimated PAGA Employee Payment, then according to Defendants' records you are not eligible for a PAGA Employee Payment under the Settlement because you didn't work for Defendants in California during the PAGA Period.) If you believe that you worked more weeks or pay periods during the time periods than are shown in the chart above, you can submit a challenge by December 5, 2025 ("**Response Deadline**"). See **Section *"What are my options in this matter?"*** of this Notice.

The Court has preliminarily approved the Settlement's payment provisions and other terms and conditions described in this notice. The Honorable Christian Towns shall finally determine whether the Settlement is fair, adequate, and reasonable and whether a Final Approval Order and a Final Judgment should be entered during a Final Approval Hearing at February 18, 2026, at 8:30 a.m., in Department S26 of the San Bernardino Superior Court, located at 247 West 3rd St, San Bernardino, California 92415. Because the date and time of the Final Approval Hearing may change without further notice, you should contact the Settlement Administrator or Class Counsel for further updates.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do nothing and receive a Settlement Payment	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will also give up various rights to pursue a separate legal action against Defendants and any Released Parties based on any of the Released Claims.
Exclude Yourself from the Settlement	If you do not want to participate in the Settlement of the Class Claims, then you must submit a request for exclusion to exclude yourself from or "Opt-Out" of the Settlement, by writing to the Settlement Administrator by December 5, 2025. If you choose to Opt-Out, then you will not receive an Individual Settlement Payments or any benefits under the Settlement nor will you release any Class Claims against Defendants. You cannot opt-out of the PAGA portion of the proposed Settlement. If you qualify as a PAGA Employee, however, then you will still receive a PAGA Employee Payment even if you choose to Opt-Out of the Settlement.

Object to the Settlement	If you wish to object to the Settlement, then you must write to the Settlement Administrator by December 5, 2025, about why you object to the Settlement. This option is available only if you do not Opt-Out of the Settlement.
Contest or dispute your Workweeks or Pay Periods	If you believe the number of workweeks or pay periods that you were credited with working in the chart above is incorrect, then you must write to the Settlement Administrator by December 5, 2025, about why you dispute the number and provide supporting documentation that you possess to support your dispute.

Who is affected by this proposed Settlement?

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

The Settlement Class. All current and former non-exempt, employees employed by Defendants Flagstar Bank N.A., Flagstar Bank, FSB, New York Community Bancorp, Inc., and Flagstar Financial, Inc. in California at any time from April 27, 2019, through April 19, 2025.

According to Defendants' records, you are a Settlement Class Member ("Settlement Class Member").

What is this Action about?

Plaintiff Hollie Coleman ("Plaintiff" or "Named Plaintiff") filed the following lawsuit alleging the following claims:

The *Coleman* Class Action Lawsuit. Plaintiff, Hollie Coleman, individually, and on behalf of all others similarly situated, alleged that Defendants Flagstar Bank N.A. and Flagstar Financial, Inc.: (1) Failed to Pay Minimum Wages; (2) Failed to Pay Overtime Wages; (3) Failed to Provide Meal Periods; (4) Failed to Provide Rest Periods; (5) Failed to Reimburse Business Expenses; (6) Failed to Timely Pay Final Wages; (7) Failed to Provide Accurate Itemized Wage Statements; (8) Unfair and Unlawful Competition; and (9) Civil Penalties Pursuant to PAGA Labor Code section 2698 *et seq.*

Plaintiff believes this Settlement is in the best interests of all Settlement Class Members. Defendants deny all liability and are confident they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with continued litigation. Defendants contend the conduct is and has been lawful at all relevant times and that Plaintiff's claims do not have merit and do not meet the requirements for class certification. This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendants (the "Parties"). Considering the risks and expenses associated with continued litigation, the Parties agree this Settlement is fair, adequate, and reasonable.

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

Who are the attorneys representing the Class?

The attorneys representing the Settlement Class in the Action ("Class Counsel") are:

Class Counsel
Brian Mankin, Esq. *brian@LMLfirm.com* Misty Lauby, Esq. *misty@LMLfirm.com* Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

What are the Settlement payment terms?

Gross Settlement Amount. The "Gross Settlement Amount" of $850,000.00 includes: (1) all payments to be made to Settlement Class Members; (2) all payments to be made to the Labor and Workforce Development Agency ("LWDA"); (3) all payments to be made to the PAGA Employees; (4) all attorneys' fees; (5) all costs approved by the Court; (6) all fees to be paid to a settlement administrator, and (7) the Enhancement Award.

Net Settlement Amount. The "Net Settlement Amount" is currently estimated to be $471,666.67. The Net Settlement Amount is subject to a final accounting and will be the amount remaining for disbursement to Participating Class Members after the following amounts are deducted from Gross Settlement Amount: (1) Settlement Class Counsel's attorneys' fees, not to exceed one-third (1/3) of the Gross Settlement Amount (to date, Class Counsel have invested over one hundred hours into the case and incurred expenses on the Lawsuit without payment); (2) Settlement Counsel costs/expenses, not to exceed $25,000.00; (3) the $10,000.00 Enhancement Award to the Named Plaintiff for litigating the Lawsuit, working with Class Counsel, and representing the Class; (4) Settlement Administration Costs estimated not to exceed $10,000.00 to the Settlement Administrator; (5) the $37,500.00 PAGA payment to the LWDA; and (6) the $12,500.00 aggregate PAGA Employee Payments to PAGA Employees.

Individual Settlement Payments to Participating Class Members. The Settlement Administrator shall disburse Individual Settlement Payments from the estimated $10,000.00 Net Settlement Amount to Settlement Class Members based on the workweek credits assigned to them. Individual Settlement Payments shall be characterized as twenty percent (20%) wages, subject to IRS Form W-2 reporting, and eighty percent (80%) non-wages, subject to IRS Form 1099 reporting. The Settlement Administrator shall deduct applicable local, state, and federal taxes from the wage portion of the Individual Settlement Payments only.

PAGA Employee Payments to PAGA Employees. If you are a member of the Settlement Class and you worked as an hourly non-exempt employee for Defendants in California at any time from April 26, 2022, to April l9, 2025, (the "PAGA Period"), then you may also be a PAGA Employee. The Settlement Administrator shall disburse Individual PAGA Employee Payments from the $12,500.00 aggregate PAGA Employee Payments to PAGA Employees based on the pay period credits assigned to them. PAGA Employee Payments shall be characterized as 100% non-wages, subject to IRS Form 1099 reporting.

PAGA Employees Cannot Opt-out of the PAGA Component of the Settlement. If you are a PAGA Employee and the Settlement becomes final, then you will be entitled to a PAGA Employee Payment even if you choose to Opt-out of the Class component of the Settlement. This is because PAGA Employee Payments do not constitute consideration offered or exchanged for the release of any Settlement Class Members' individual, private rights of action. In other words, PAGA Employees cannot opt-out of the PAGA component of the Settlement but they can still preserve their individual, private rights to sue Defendants for any of the Released Claims as long as they Opt-out the Class component of the Settlement on time.

Checks Void at 180 Days & Transfer to the Unclaimed Property Fund. Participating Class Members and PAGA Employees must cash or deposit their Individual Settlement Payment and PAGA Employee Payment checks within one hundred eighty (180) days from the date of issuance of the check. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable. If any checks remain uncashed or not deposited by the expiration of the ninety (90) day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Payment checks and PAGA Employee Payment checks returned as undeliverable and funds associated with those Individual Settlement Payment checks and PAGA Employee Payment checks remaining uncashed, shall be delivered to the State of California's State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each Settlement Class Member and PAGA Employee.

No Tax Advice. Parties and their attorneys make no representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning any tax consequences of payments to any Class Member.

How much money should you expect as an Individual Settlement Payment and PAGA Employee Payment?

Individual Settlement Payment Calculations. The Settlement Administrator shall determine Individual Settlement Payment amounts by dividing the Net Settlement Amount among the Qualified Class Members on a pro-rata basis, based upon the following allocation:

Workweek for Settlement Class Members. The Settlement Administrator shall provide each individual Qualified Settlement Class Member with a single workweek for every calendar week that the individual Settlement Class Member worked as Defendants' employee in the state of California during the Settlement Class Period.

PAGA Employee Payments Calculations. The Settlement Administrator shall determine PAGA Employee Payments amounts by (1) taking the PAGA Employee's respective pay period count, which shall be the sum of the total number of pay periods the PAGA Employee worked during the PAGA Period; (2) Dividing that by the combined sum of all PAGA Employees' pay period counts; and (3) multiplying by $12,500 (the total amount allocated to the employee portion).

Who are the Released Parties and what claims will be released by the proposed Settlement's Released Claims?

The Effective Date of the Settlement. The "Effective Date" is after (1) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment, and notice of entry of judgment is filed, and (2) the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the Court grants final approval and enters judgment, and notice of entry of judgment is served; or, if any appeal, writ, or other appellate proceeding opposing final approval has been filed within that timeframe; five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

Participating Class Members' Release of Released Class Claims Against Released Parties. If the Effective Date occurs and Defendants remit the Gross Settlement Amount in full to the Settlement Administrator, then Plaintiff and each Participating Class Member shall be deemed to have fully, finally, and forever released the Released Parties of the Released Claims as follows:

The "Released Parties" means Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not limited to Flagstar Bank N.A., Flagstar Financial, Inc., New York Community Bancorp, Inc., Flagstar Bank, FSB, and Desert Community Bank, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

After the Judgment is final and Defendants have fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or Released Parties for claims based on the facts alleged in the Lawsuit for the duration of the Class Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release of the "Released Class Claims," which means the claims alleged in the Lawsuit and set forth in the Operative Complaint, including, but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to reimburse business expenses; (6) failure to timely pay final wages; (7) failure to provide accurate itemized wage statements (8) Unfair and Unlawful Competition (Business and Professions Code § 17200 et seq.), and those claims predicated on the same or similar facts and/or claims alleged in the Lawsuit, as well as any claims that could have been pled under California common law, the federal law, and the California Business and Professions Code alleged which arise from the same or similar facts pled in the Lawsuit, and claims for interest, penalties (including but not limited to waiting time penalties), as well as any claims under the California Labor Code for violations of Labor Code sections 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; applicable IWC Wage Orders; and California Code of Regulations, Title 8, sections 11000 et seq., including claims for injunctive relief, declaratory relief, restitution, which reasonably could have been alleged under the facts, allegations and/or claims pleaded in the Lawsuit.

<u>California's Release and PAGA Employees' Release of PAGA Claims Against Released Parties</u>. If the Effective Date occurs and Defendants' remit the Gross Settlement Amount in full to the Settlement Administrator, then the State of California, by and through Plaintiff, its deputized PAGA representatives and all PAGA Employees, shall be deemed to have fully, finally, and forever released the Released Parties of the PAGA Claims as alleged in the Operative Complaint as follows: The "PAGA Claims" means any and all claims for violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.), as alleged in the Operative Complaint, which includes those alleged in the PAGA letter sent to the LWDA in LWDA Case No. LWDA-CM-951100-23by Named Plaintiff that arose at any time during the PAGA Period, including, but not limited to all the PAGA claims alleged in the Lawsuit, or that reasonably could have been based on the facts stated in the Lawsuit and in the relevant PAGA Notice, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to reimburse business expenses; (6) failure to timely pay final wages; (7) failure to provide accurate itemized wage statements (8) failure to pay wages each period; and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq.), as well as any claims under the California Labor Code for violations of Labor Code sections 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; applicable IWC Wage Orders; and California Code of Regulations, Title 8, sections 11000 et seq. as well as any claims that could have been pled which arise from the same or similar facts concerning the Plaintiff or the PAGA Employees. The PAGA Employees will be issued a check for their share of the PAGA Payments and will not have the opportunity to opt out of, or object to, the Individual PAGA Payments and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment.

What are my options in this matter?

<u>Settlement Class Members' Four Options and Communications with the Settlement Administrator & Class Counsel</u>. You have four (4) options under this Settlement. You may: (1) do nothing and remain in the Settlement Class and receive an Individual Settlement Payment; (2) submit a request for exclusion to exclude yourself from or "Opt-Out" of the Settlement; (3) object to the Settlement; and (4) contest or dispute your workweeks or PAGA Employee Payment. All Opt-Out Requests, Objections and Workweek/PAGA Employee Payment Disputes must be submitted to the Settlement Administrator at: Settlement Administrator for Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Fax: (949) 209-2503 by United States Mail, facsimile and/or in other written form by no later than December 5, 2025. The Settlement Administrator is authorized to communicate with you if you exercise any of these options under this Settlement. Additionally, unless you clearly state that you do not wish to be contacted by Class Counsel, Class Counsel may contact you to resolve any uncertainties about the validity of any Opt-Out Requests, Objections or Workweek/PAGA Employee Payment Disputes you submit.

<u>OPTION 1. (Do Nothing to Participating in the Settlement)</u>. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment under the proposed Settlement, then **you do not need to take any action and you do not need to submit a claim form**. If you do nothing (for example, if you do not submit timely and valid Opt-Out Request), then you will remain in the Settlement Class, Class Counsel will represent you for the purposes of this Settlement at no direct cost and you will be deemed to have consented to release the Released Claims described above.

<u>OPTION 2. (Submit a Request for Exclusion to Request to Exclude Yourself from or "Opt-Out" of the Settlement)</u>. If you do not want to be part of the proposed Settlement, then you must submit a timely and valid written request for exclusion or Opt-Out Request to the Settlement Administrator by December 5, 2025, in the following manner: (1) your written request for exclusion must state your full name, address, telephone number, and social security number or employee identification number; (2) your written request for exclusion must state your intention to exclude yourself from or desire to opt-out of the Settlement (*e.g.* "I want to exclude myself from this settlement. I also understand that I retain all rights to sue the Defendants for the claims asserted in this lawsuit."); (3) your written request for exclusion must be addressed to the Settlement Administrator; (4) your written request for exclusion must be signed by you or your lawful representative; and (5) your written request for exclusion must be postmarked no later than forty-five (45) calendar days from the mailing of the Class Notice.

If you submit a timely and valid written Opt-Out Request, then you will have no further role in the Action, you will not be entitled to any benefit (except for being entitled to an PAGA Employee Payment, if you qualify) under the proposed Settlement and you may not be entitled or permitted to assert or raise an objection to the Settlement.

If you do not submit an Opt-Out Request in the manner described above in time, then the Court may determine that you have not opted out, you may be deemed a Qualified Class Member and you may be bound by the release of Released Claims as described above and all other terms of the Settlement. Subject to review by Class Counsel, Defendants' Counsel and the Court, the Settlement Administrator shall determine whether an Opt-Out Request is in writing and whether the writing lacks any of the five (5) enumerated characteristics stated above, which may render the request null and void.

OPTION 3. (Object to the Settlement). If you wish to object to the settlement, then you may object to it by submitting a timely and written Objection to the Settlement Administrator by December 5, 2025, in the following manner: (1) your objection must state your full name, address, telephone number, and social security number or employee identification number; (2) your objection must describe, in clear and concise terms, the legal and factual arguments supporting your objection; (3) your objection must include a list identifying witness(es) you may call to testify at the Final Approval Hearing; (4) your objection must include true and correct copies of any exhibit(s) you intend to offer at the Final Approval Hearing; (5) your objection must include your statement about whether your objection applies only to you, to a specific subset of the Settlement Class, or to the entirety of the Settlement Class; (6) your written objection must be addressed to the Settlement Administrator; (7) your written objection must be signed by you or your lawful representative; and (8) your objection must be postmarked no later than the Response Deadline. Class Counsel shall not represent you or assist you in objecting to the Settlement. However, you may hire an attorney at your own expense to represent you in your objection.

If Court finally approves the Settlement despite any objections, then you may and will likely be bound by the terms of the Settlement including the release of Released Claims as set forth above.

If you do not submit an objection in the manner described above in time, then the Court may determine that you have waived any objections and may not allow you to make any objection (whether by appeal or otherwise) to the proposed Settlement. Subject to review by Class Counsel, Defendants' Counsel and the Court, the Settlement Administrator shall determine whether an objection is in writing and whether the writing lacks any of the eight (8) enumerated characteristics stated above, which may render the objection null and void.

OPTION 4. (Contest or Dispute Your Workweeks and/or Pay Period). If you dispute the workweeks used to calculate your Individual Settlement Payment or pay periods for your PAGA Employee Payment, it is your responsibility to supply documentation supporting your position. If you choose to dispute these calculations, you must send a written dispute, along with any evidence you have to support your calculation of pay periods worked, to the Settlement Administrator at the following address: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

In order to be timely, any dispute must be postmarked to the Settlement Administrator on or before December 5, 2025. If you timely dispute the above, the dispute shall be submitted to the Settlement Administrator, who shall examine the records and either verify the calculation or provide a corrected calculation. The Settlement Administrator will make every effort to resolve any such disputes prior to final approval of this Settlement Agreement. The Settlement Administrator's determination of disputes will be final.

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

The Court will hold a Final Approval Hearing on February 18, 2026, at 8:30 a.m. in Department S26 of the San Bernardino Superior Court, located at 247 West 3rd St, San Bernardino, California 92415 regarding the fairness, reasonableness and adequacy of the proposed Settlement. The Final Approval Hearing may be rescheduled without further notice to Class Members. **You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.**

If the Court grants final approval of the Settlement, then notice of the Final Judgment will be mailed to all Settlement Class Members when checks are mailed or included with your check.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details are in the Stipulation of Class and Representative Action Settlement, which, along with other records in the Action, may be available for inspection and/or copying during regular business hours at the Court Clerk's Office or by visiting the Court's Case Information and Document Sales webpage at: https://sanbernardino.courts.ca.gov/divisions/civil/court-case-information-and-document-sales. Please visit the Court's website for more information about accessing case related documents. You may also request a copy of the Settlement Agreement from Class Counsel, or contact Class Counsel with any questions, at the addresses and telephone numbers listed above.

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

Exhibit B

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	850
Opt Out Rate	1%
Opt Outs Received	18
Total Class Claimants	832
Subtotal Admin Only	**$10,694.30**

Flat Fee Total **$10,000.00**

For 850 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

June 19, 2025

Case: Coleman v Desert Comm Bank, Opt-Out Administration

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

Requesting Attorney: Brian J. Mankin
Firm: Lauby, Mankin & Lauby
Contact Number: (951) 320-1444
Email: brian@lmlfirm.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 **850** 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	119	$238.00
NCOA (USPS)	$160.00	1	$160.00
		Total	**$898.00**

* 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	850	$85.00
Notice Packet & Opt-Out Form	$1.20	850	$1,020.00
Estimated Postage (up to 2 oz.)*	$0.70	850	$595.00
Static Website	$200.00	1	$200.00
		Total	**$2,100.00**

* 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	5	$275.00
Skip Tracing Undeliverables	$1.00	120	$120.00
Remail Notice Packets	$1.00	117	$117.00
Estimated Postage	$0.70	117	$81.90
Programming Undeliverables	$50.00	2	$100.00
		Total	**$693.90**

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	4	$220.00
Deficiency & Dispute Letters	$10.00	0	$0.00
Case Manager	$85.00	2	$170.00
		Total	**$740.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	9	$1,215.00
Mail Class Checks *	$0.75	832	$624.00
Estimated Postage	$0.70	832	$582.40
		Total	**$3,016.40**

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

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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	2	$230.00
Remail Checks (Postage Included)	$2.00	148	$296.00
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	5	$425.00
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)	$1,300.00	1	$1,300.00
		Total	**$3,246.00**

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

Estimate Total:	**$10,694.30**

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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.