Edwin Aiwazian (SBN 232943)
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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ASHLEY DENNIS, individually, and on behalf of other members of the general public similarly situated; Plaintiff, vs. BRIDGE PROPERTY MANAGEMENT CO., a California corporation; and DOES 1 through 100, inclusive; Defendants.	Case No.: RG20063553 Reservation No. A-20063553-001 Honorable Michael Markman Dept. 23 **<u>CLASS ACTION</u>** **DECLARATION OF JARROD SALINAS IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS COUNSEL ATTORNEYS' FEES AND COSTS, AND INCENTIVE AWARD TO PLAINTIFF** Date: April 8, 2025 Time: 10:00 a.m. Department: 23 Complaint Filed: June 4, 2020 FAC: May 8, 2024 Trial Date: None Set

DECLARATION OF JARROD SALINAS

I, Jarrod Salinas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Dennis v. Bridge Property Management Co.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of Workweeks each Class Member worked during the period from June 4, 2016, through February 11, 2022 ("Class Period") and the number of Workweeks that each Aggrieved Employee worked during the time period from June 4, 2019, through February 11, 2022 ("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 Pay Periods 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 Payment, and the employer/employee payroll taxes to the appropriate taxing authorities; (viii) issuing 1099 and W-2 IRS Forms and all required tax reporting, filings, withholding, and remittances; (ix) maintaining acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the settlement administration

process; and (x) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On October 28, 2024, Phoenix received a data file from Defense Counsel that contained the Class Member's full names, last known address, Social Security numbers, and the total number of Workweeks during the Class Period, and the total number of Pay Periods during the PAGA Period ("Class List"). The final mailing list contained 145 individuals identified as Class Members.

4. On October 31, 2024, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous 4 years and notified the U.S. Postal Service of their change of address. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice.[1] To the extent that no updated address was found in the NCOA database, the original address provided by Defendant's Counsel was used for the mailing of the Class Notice.

5. On November 7, 2024, Phoenix mailed the Notice via U.S. first class mail to all 145 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, 18 Notices have been returned to Phoenix. None were returned with a forwarding address. For the 18 Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the 18 Notices that were skip traced, 15 updated addresses were obtained, and the Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, 3 Notices remain undeliverable, because an updated address could not be obtained via skip trace.

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[1] *Ibid.*

8. As of the date of this declaration, Phoenix has received zero Request for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was December 23, 2024.

9. As of the date of this declaration, Phoenix has received zero Notices of Objection from Class Members. The Response Deadline for objecting to the Class Settlement was December 23, 2024.

10. As of the date of this declaration, Phoenix has received zero Workweek disputes from Class Members. The deadline for submitting a dispute was December 23, 2024.

11. There are 145 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 19,269.78 Workweeks during the Class Period. Each Workweek is valued at approximately $24.73.

12. The Net Settlement Amount of $476,500.00 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel Attorneys' Fees ($332,500.00), and Class Counsel costs ($25,000.00), requested Incentive Award to Plaintiff ($10,000.00), the PAGA Amount ($100,000.00), and the requested Settlement Administration Costs ($6,000.00) from the Gross Settlement Amount ($950,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $7,214.84, the lowest Individual Settlement Share to be paid is approximately $52.92, while the average Individual Settlement Share to be paid is approximately $3,286.21. 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”).

14. Additionally, $100,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or $75,000.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and

25%, or $25,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are 104 PAGA Employees who worked a total of 4,499 Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $361.19, the lowest Individual PAGA Payment to be paid is approximately $11.11, and the average Individual PAGA Payment to be paid is approximately $240.38.

15. Pursuant to the Settlement, Defendant has agreed to fund an additional amount of the employer-side taxes due separate and apart from the Gross Settlement Amount.

16. Phoenix's costs associated with the administration of this matter are $6,000.00. 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 14th day of February 2025, at Orange, California.

Jarrod Salinas

JARROD SALINAS

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Ashley Dennis v. Bridge Property Management Co.

Superior Court of California for the County of Alameda, Case No. RG20063553

PLEASE READ THIS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment.

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Ashley Dennis ("Plaintiff") and Defendant Bridge Property Management Company ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Ashley Dennis v. Bridge Property Management Co.*, Alameda County Superior Court, Case No. RG20063553 ("Action"), which may affect your legal rights. On October 7, 2024, the Court granted preliminary approval of the settlement and scheduled a hearing on April 8, 2025, at 10:00 a.m., ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" means all current and former salaried property-level "managers" or persons who held similar job titles and/or performed similar job duties, employed by Defendant in California at any time during the Class Period.

"**Class Member**" means a member of the Class.

"**Class Period**" means the period from June 4, 2016, through February 11, 2022.

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

"**PAGA Employees**" means all current and former salaried property-level "managers" or persons who held similar job titles and/or performed similar job duties, employed by Defendant in California at any time during the PAGA Period.

"**PAGA Period**" means the period from June 4, 2019, through February 11, 2022.

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

II. BACKGROUND OF THE ACTION

On June 4, 2020, Plaintiff commenced the Action by filing a Class Action Complaint for Damages in the Alameda County Superior Court, Case No. RG20063553. On May 23, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("LWDA Notice"). On May 8, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §2698, *Et Seq*. ("First Amended Complaint"), which, among other things, added a cause of action for civil penalties under PAGA for alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, pay reporting time pay, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, give notice of material terms of employment, and provide one day's rest in seven, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under California Labor Code sections 2698, *et seq*. ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law. Defendant asserts that it timely compensated employees properly in full, provided all requisite breaks and premiums, reimbursed all expenses, and furnished compliant pay stubs. Defendant further asserts it has and had during the Class Period lawful wage and hour policies, practices, and procedures. The Court has made no ruling on the merits of Plaintiff's claims.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement Agreement and Release ("Settlement" "Agreement" or "Settlement Agreement").

On October 7, 2024, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrator as the administrator of the Settlement ("Settlement Administrator") and Plaintiff Ashley Dennis as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwazian
Joanna Ghosh
Vartan Madoyan
Lawyers *for* Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement; and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. <u>SUMMARY OF THE PROPOSED SETTLEMENT</u>

A. <u>Settlement Formula</u>

The total gross settlement amount is Nine Hundred Fifty Thousand Dollars ($950,000) (the "Gross Settlement Fund"). The portion of the Gross Settlement Fund that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Fund less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed 35% of the Gross Settlement Fund (i.e., $332,500) and reimbursement of costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars ($25,000) (collectively, "Attorneys' Fees and Costs") to Class Counsel; (2) Incentive Award not to exceed Ten Thousand Dollars ($10,000) to Plaintiff for her services in the Action; (3) the amount of One Hundred Thousand Dollars ($100,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (i.e., $75,000) ("LWDA Payment") and the remaining 25% (i.e., $25,000) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Dollars ($6,000) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Settlement Class Member was employed by Defendant as a salaried property-level "manager" or similar job title and/or who performed similar job duties in California during the Class Period ("Workweeks"). The Settlement Administrator has divided each Class Member's number of Workweeks by the total number of Workweeks worked by all Class Members and multiplied this figure by the Net Settlement Amount to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of payroll taxes in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") shall be paid by Defendant separately and in addition to the Gross Settlement Fund.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee was employed for Defendant as a salaried property-level "manager" or similar job title and/or Who performed similar job duties in California during the PAGA Period. ("Pay Periods"). The Settlement Administrator has divided each PAGA Employee's number of Pay Periods by the total number of Pay Periods worked by all PAGA Employees and then multiplied this figure by the PAGA Employee Amount to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

Defendant agrees to pay the Gross Settlement Fund of $950,000.00 on a non-reversionary basis. The Gross Settlement Fund includes Individual Settlement Payments, Individual PAGA Payments, Settlement Administration Costs, Attorneys' Fees and Costs, Incentive Award, and the LWDA Payment. The Employer's Share of Payroll Taxes will be paid by Defendant separate from and in addition to the Gross Settlement Fund.

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

B. <u>Your Workweeks Based on Defendant's Records</u>

According to Defendant's records,

- **From June 4, 2016, through February 11, 2022 (i.e., the Class Period), you are credited as having worked «Class_WW» Workweeks.**

If you wish to dispute the number of Workweeks credited to you, you may submit your dispute by way of a written letter ("Workweeks Dispute"), which must: (a) contain the case name and number of the Action (*Ashley Dennis v. Bridge Property Management Co.*, Case No. RG20063553); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before December 23, 2024**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be «Class_Amt». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be «PAGA_Amt» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Fund, Settlement Class Members will be deemed to have fully, finally, and forever released the Released Parties from the Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Fund, the State of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever released the Released Parties from the Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been alleged based on the same or similar facts, allegations, and/or claims pleaded in the Operative Complaint, arising during the Class Period, including but not limited to claims for Failure to pay overtime at the correct rate (Lab. Code §§ 510, 1194, 1198); Failure to provide meal periods and pay meal period premiums (Lab. Code §§ 226.7, 512); Failure to provide rest break and pay rest break premiums (Lab. Code §§ 226.7); Failure to timely pay wages due at separation or termination of employment (Lab. Code §§ 201-203); Failure to timely pay wages due during employment (Lab. Code §§ 204); Failure to furnish accurate itemized wage statements (Lab. Code §§ 226, 226.3); Failure to maintain required records (Lab. Code §1 174); Failure to reimburse for reasonable business expenses (Lab. Code § 2802); Failure to provide one day's rest in seven; Failure to pay wages, including, inter alia minimum wages (Lab. Code §§ 1194, 1197, and 1197.1); Failure to give notice of material terms of employment; Failure to pay reporting time wages (Lab. Code § 1198); Violation of California Business & Professions Code §§ 17200, et seq. based on the aforementioned; and Violation of the Fair Labor Standards Act § 201, et seq.; as well as any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint; and any and all other claims under California common law, the California Labor Code, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint. In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Releasees from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action.

"Released PAGA Claims" means any and all claims for civil penalties which were alleged or which could have been alleged based on the same or similar factual allegations in the Operative Complaint and/or PAGA Notice, under the Private Attorneys General Act, California Labor Code § 2698, et seq., arising during the PAGA Period, including but not limited to claims for Defendant's failure to pay overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and termination of employment, provide accurate itemized wage statements, maintain complete and accurate payroll records, and reimburse for necessary business-related expenses.

"Released Parties" means Defendant, and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, including but not limited to Bridge Housing Corporation, as well as each of its or their past, present, and future officers, directors, employees, partners, members, shareholders, agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Fund (i.e., $332,500) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars ($25,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Fund. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Incentive Award to Plaintiff

Plaintiff will seek the amount of up to Ten Thousand Dollars ($10,000) ("Incentive Award"), in recognition of her services in connection with the Action. The Incentive Award will be paid from the Gross Settlement Fund, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her individual settlement payments that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Dollars ($6,000) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objections, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Fund, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

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

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, including the Released PAGA Claims described in Section III.D above.

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

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement ("Request for Exclusion"), which must: (a) contain the case name and number of the Action (*Ashley Dennis v. Bridge Property Management Co.*, Case No. RG20063553); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address below, postmarked **on or before December 23, 2024**.

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

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound by the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

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

A written Notice of Objection must: (a) contain the case name and number of the Action (*Ashley Dennis v. Bridge Property Management Co.*, Case No. RG20063553); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in section IV.B above, postmarked **on or before December 23, 2024**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at the Alameda County Administration Building, 1221 Oak Street, Oakland, CA 94612, on **April 8, 2025, at 10:00 a.m.,** to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Incentive Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval hearing may be continued without further notice to Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear by audio or video if you wish to.

You can find information regarding appearing remotely at https://www.alameda.courts.ca.gov/general-information/remote-appearances.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement, pleadings, and other court records in the Action online by visiting the Alameda County Superior Court's website, known as "eCourt Public Portal," at https://eportal.alameda.courts.ca.gov/.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

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

EXHIBIT B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	150
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	149
Subtotal Admin Only	**$6,000.00**

Not-to-Exceed Total $6,000.00

For 150 Members

Pricing Good for Scope of Estimate Only

April 2, 2024

Case: TBD Opt-Out Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Vartan Madoyan
Firm: LFJ
Contact Number:(818) 647-9323
Email: vartan@calljustice.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 150 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*	$111.23	1	$111.23
Call Center & Long Distance	$2.00	8	$15.00
NCOA (USPS)	$75.00	2	$150.00
		Total	**$776.23**

* 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	$0.20	150	$30.00
Notice Packet & Opt-Out Form	$1.25	150	$187.50
Estimated Postage (up to 2 oz.)*	$0.87	150	$130.50
Static Website	$250.00	1	$250.00
		Total	**$798.00**

* 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	$1.25	15	$18.75
Remail Notice Packets	$1.25	15	$18.75
Estimated Postage	$0.87	15	$13.05
Programming Undeliverables	$50.00	2	$100.00
		Total	**$260.55**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	2	$270.00
Non Opt-Out Processing	$200.00	1	$200.00
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	**$780.00**

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	1	$95.00
QSF Bank Account & EIN	$75.00	2	$150.00
Check Run Setup & Printing	$135.00	2	$270.00
Mail Class Checks *	$1.25	149	$185.63
Estimated Postage	$0.64	149	$95.04
		Total	**$1,335.67**

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

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	$125.00	2	$250.00
Remail Undeliverable Checks (Postage Included)	$1.50	30	$44.55
Case Associate	$55.00	2	$110.00
Reconcile Uncashed Checks	$75.00	2	$150.00
Conclusion Reports	$100.00	2	$200.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$125.00	1	$125.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,000.00	1	$1,000.00
		Total	**$2,049.55**

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

Estimate Total:	**$6,000.00**

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.