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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

AMANDA SIRA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. FOUNDATION PARTNERS GROUP, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive, Defendants.	Case No.: 37-2023-00036172-CU-OE-CTL Honorable James A. Mangione Department 75 **<u>CLASS ACTION</u>** **DECLARATION OF YAMI BURNS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** Date: April 11, 2025 Time: 9:00 a.m. Department: 75 Complaint Filed: August 21, 2023 FAC Filed: December 18, 2023 Trial Date: None Set

DECLARATION OF YAMI BURNS

I, Yami Burns, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed class action settlement administrator for the above-entitled action entitled *Amanda Sira v. Foundation Partners Group, 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.

2. Phoenix is a Class Action Settlement Administration company located in Orange County. Our Corporate Office address is 1411 N. Batavia Street, Suite 105, Orange, California 92867. My telephone number is (800) 523-5773. I am over twenty-one years of age and authorized to make this declaration on behalf of Phoenix and myself.

3. Phoenix was selected by the Parties and subsequently approved and appointed by the Court to provide notice of the settlement of the Action and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant ("Settlement Agreement" or "Settlement"), Phoenix was responsible for: (i) preparing, printing, and mailing the Notice of Proposed Class Action and PAGA Settlement, and Hearing Date for Final Court Approval of Settlement ("Class and PAGA Notice"); (ii) responding to inquiries from Class Members and PAGA Members; (iii) calculating the number of weeks credited to each Class Member during the period from July 17, 2019 to October 25, 2024 ("Class Period") and the number of weeks credited to each PAGA Member during the period from March 13, 2022 to October 25, 2024 ("PAGA Period"); (iv) determining the validity of written requests to be excluded from the Settlement ("Request for Exclusion"), objections to the Settlement, and/or disputes to the number of workweeks and/or pay periods submitted by Class Members and/or PAGA Members; (v) calculating the Net Settlement Amount; (vi) calculating and issuing the Settlement Awards and distributing them to Class Members and calculating and issuing the PAGA Awards and distributing them to PAGA Members; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, Plaintiff for the Enhancement Award, California Labor and Workforce Development Agency ("LWDA")

for the 75% portion of the Private Attorneys General Act ("PAGA") penalties allocation, Phoenix for the settlement administration expenses, 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.

4. On November 26, 2024, Phoenix received a data file from Defendant's counsel that contained each Class Members' and PAGA Members' names, last-known addresses, last-known telephone numbers, Social Security Numbers and the number of work weeks during the Class Period and the PAGA Period (collectively "Class Member and PAGA Member Information"). The final mailing list contained three hundred sixty-eight (368) individuals identified as Class Members.

5. On November 27, 2024, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update and confirm the Class Member and PAGA Member Information 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. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class and PAGA Notice. To the extent that no updated address was found in the NCOA database, the original address provided by counsel for Defendant was used for the mailing of the Class and PAGA Notice.

6. On December 13, 2024, Phoenix mailed the Class and PAGA Notice via U.S. First Class Mail to all three hundred sixty-eight (368) individuals identified as Class Members in the Class Member and PAGA Member Information. Of the three hundred sixty-eight (368) individuals, three hundred fifteen (315) individuals were also identified as PAGA Members. A true and correct copy of the mailed Class and PAGA Notice is attached hereto as **Exhibit A**.

7. As of the date of this declaration, sixteen (16) Class and PAGA Notices have been returned to Phoenix. None were returned with a forwarding address. For the sixteen (16) Class and PAGA 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 sixteen (16) Class and PAGA Notices that were skip traced, thirteen (13) updated addresses were obtained and the Class and PAGA Notice was promptly re-mailed to those Class Members via first class mail. There are (3) Class and PAGA Notices that remain undeliverable.

8. The deadline for Class Members to submit a Request for Exclusion, objection, or dispute to the number of workweeks and/or pay periods was January 27, 2025, and the deadline for re-mailed Class and PAGA Notices was February 11, 2025.

9. As of the date of this declaration, Phoenix has received four (4) Requests for Exclusion from Class Members.

10. As of the date of this declaration, Phoenix has received zero (0) objections from Class Members.

11. As of the date of this declaration, Phoenix has received zero (0) disputes regarding the number of workweeks and/or pay periods from Class Members and/or PAGA Members.

12. As of the date of this declaration, there are three hundred sixty-four (364) individuals who did not submit timely and valid Request for Exclusion and are therefore deemed to be Class Members, representing 98.91% of the Class. Class Members have worked a collective total of twenty-five thousand six hundred twenty-one (25,621) workweeks during the Class Period. Each workweek is valued at approximately $15.51.

13. The escalator clause of the Settlement Agreement states that Defendant represented that there were 18,667 workweeks during the period from July 17, 2019 to October 24, 2023. The Parties agreed that if the final number of workweeks from July 17, 2019 to October 24, 2023 increases by more than ten percent (10%) above 18,667 workweeks (e.g., to greater than 20,534 workweeks), Defendant at its sole discretion shall either: (1) increase the Maximum Settlement amount by the proportional amount for the percentage of workweeks above ten percent (10%) (*i.e.*, by the percentage of workweeks above 20,534 workweeks); or (2) end the Class Period at the point in time ("Alternate Date") where workweeks equal 20,534 workweeks. The total number of workweeks during the period July 17, 2019 to October 24, 2023 was eighteen thousand nine hundred seven (18,907), which does not exceed the threshold.

Therefore, the Escalator Clause is not triggered, and the Class Period remains July 17, 2019 to October 25, 2024.

14. The Net Settlement Amount of $399,500.00 available to pay Class Members was determined by subtracting the requested attorney's fees ($280,000.00) to Class Counsel, litigation costs ($25,000.00) to Class Counsel, Enhancement Award ($7,500.00) to Plaintiff, PAGA penalties allocation ($80,000.00), and settlement administration expenses ($8,000.00) to Phoenix from the Maximum Settlement Amount of $800,000.00.

15. Based upon the Net Settlement Amount and the amounts allocated in the Settlement, the *highest* Settlement Award to be paid to a Class Member is approximately $4,241.21, the *average* Settlement Award to be paid to a Class Member is approximately $1,097.53, and the *lowest* Settlement Award to be paid to a Class Member is approximately $15.59. Class Members will be issued payment of their Settlement Award subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Settlement Award.

16. Additionally, $80,000.00 of the Maximum Settlement Amount has been allocated toward penalties under PAGA, of which 75%, or $60,000.00, shall be paid to the LWDA, and 25%, or $20,000.00, of which shall be paid to PAGA Members. There are three hundred fifteen (315) PAGA Members who worked a total of nine thousand sixty-nine (9,069) pay periods during the PAGA Period.

17. The *highest* PAGA Award to be paid to a PAGA Member is approximately $138.93, the *average* PAGA Award to be paid to a PAGA Member is approximately $63.49, and the *lowest* PAGA Award to be paid to a PAGA Member is approximately $2.21.

18. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes separately and in addition to the Maximum Settlement Amount.

19. Phoenix's costs associated with the administration of this matter are $8,000.00. This includes all costs incurred to date, as well as anticipated fees and costs for completion of 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 18th day of March 2025, at Orange, California.

Yami Burns

YAMI BURNS

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

AMANDA SIRA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. FOUNDATION PARTNERS GROUP, LLC, a Delaware limited liability company; MISSION MORTUARY, an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Case No.: 37-2023-00036172-CU-OE-CTL **NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT, AND HEARING DATE FOR FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: ALL PERSONS EMPLOYED BY FOUNDATION PARTNERS GROUP, LLC IN CALIFORNIA AS NON-EXEMPT EMPLOYEES FROM JULY 17, 2019, TO OCTOBER 25, 2024:

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE JANUARY 27, 2025.

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California in and for San Diego County entered on October 25, 2024, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of San Diego on behalf of all persons currently and formerly employed by Foundation Partners Group, LLC ("Defendant") in California as non-exempt employees from July 17, 2019 to October 25, 2024 (the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

All Class Members who worked any hours for Defendant in California from March 13, 2022, through October 25, 2024, are aggrieved employees with respect to the California Private Attorneys General Act ("PAGA") ("PAGA Members"), and will be paid their PAGA Share and release the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from the Settlement.

The "Released Parties" in the Action include: (i) Defendant; (ii) each of Defendant's respective past, present and future parents, subsidiaries, partners, affiliates, brands and mortuaries including, without limitation, any corporation, limited liability company, or partnership; (iii) the past, present and future board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing, including, but not limited to temporary agencies, Janet de Michaelis, The Omega Society, Inc. and Mission Mortuary.

You have received this notice because records indicate you worked for Defendant as a non-exempt employee in California during the Class Period and/or PAGA Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. <u>BACKGROUND OF THE CASE</u>

On August 21, 2023, Plaintiff Amanda Sira filed a Class Action Complaint for Damages against Defendant in the San Diego County Superior Court, Case No. 37-2023-00036172-CU-OE-CTL, on behalf of herself and other non-exempt employees who worked for Defendant in California alleging claims of failure to pay overtime wages pursuant to Labor Code sections 510 and 1198, failure to provide meal and rest periods pursuant to Labor Code sections 226.7 and 512(a), failure to pay minimum wages pursuant to Labor Code sections 1194, 1197, and 1197.1, failure to timely pay wages pursuant to Labor Code sections 201, 202, and 204, violation of Labor Code sections 226(a), 1174(d), 2800, and 2802, and violation of Business and Professions Code section 17200, *et seq.* ("Class Action"). On the same day, Plaintiff Amanda Sira filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant in the San Diego County Superior Court, Case No. 37-2023-00036177-CU-OE-CTL, on behalf of herself and other aggrieved employees who worked for Defendant in California alleging violations of the Private Attorneys General Act ("PAGA"), Labor Code section 2698, *Et Seq.* ("PAGA Action").

Pursuant to the Settlement, on December 18, 2023, Plaintiff Amanda Sira filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. ("Operative Complaint") in the Class Action. Plaintiff subsequently dismissed without prejudice the PAGA Action.

The Parties engaged in arms-length settlement negotiation and private mediation. Without an admission of liability or wrongdoing, the Parties reached a settlement at mediation of the Class Action and PAGA Action. The class period is from July 17, 2019, through October 25, 2024 (the "Class Period"). The PAGA period is from March 13, 2022, through October 25, 2024 ("PAGA Period").

Plaintiff's Operative Complaint alleges a failure to pay overtime wages, failure to provide meal and rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages during employment and upon termination of employment, failure to provide accurate wage statements, failure to reimburse business expenses, unfair competition, and a PAGA cause of action, on behalf of all persons currently and formerly employed by Defendant as non-exempt employees in California from July 17, 2019 to October 25, 2024. Plaintiff's Operative Complaint seeks recovery of compensatory damages, restitution, penalties, interest, and attorneys' fees and costs. Defendant denies all claims and denies that Plaintiff and the Class Members and PAGA Members are entitled to any recovery.

The Class Action has been actively litigated. There have been investigations and there has been an exchange of extensive documentation and data. Furthermore, the Parties participated in arms-length settlement negotiations and private mediation. Based upon the negotiations and mediation, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached the Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims, and entering into the Settlement is not an admission of wrongdoing or liability.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant ("Joint Stipulation" or "Settlement"), which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

I. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a maximum of Eight Hundred Thousand Dollars and Zero Cents ($800,000.00) for all claims, attorneys' fees and costs, enhancement award, penalties of any nature, including PAGA penalties, and settlement administration expenses ("Maximum Settlement Amount"). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed thirty-five percent (35%) of the Maximum Settlement Amount which equals $280,000.00, attorneys' costs not to exceed $25,000.00, an Enhancement Award to the Class Representative not to exceed $7,500.00, the fees and expenses of the settlement administrator estimated not to exceed $10,000.00, $60,000.00 payable to the California Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties, and $20,000.00 payable to the PAGA Members, which will result in a "Net Settlement Amount" for distribution to all Settlement Class Members. As explained further below, the amount of each Settlement Class Member's Settlement Award will depend on the number of weeks Settlement Class Members were employed during the Class Period.

This notice includes, for each Class Member, the number of weeks each Class Member was employed during the Class Period based upon each Class Member's time clock data, and his/her estimated Settlement Award. This notice will also list for each PAGA Member the number of weeks worked during the PAGA Period based upon each PAGA Member's time clock data.

B. Settlement Formula, and Settlement Awards

Defendant will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement (i.e., Settlement Class Members). All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Class Action, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: one third (1/3) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; one third (1/3) will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and one third (1/3) will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will issue. Individual PAGA awards ("PAGA Share(s)") for the PAGA Members will be paid from the PAGA Allocation, after the required payment to the LWDA, as alleged penalties for which IRS Form 1099 will issue. Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records

Defendant will calculate the number of weeks worked by all Class Members during the Class Period, and the number of weeks worked by PAGA Members during the PAGA Period, based on each person's time clock data. Partial workweeks will not be counted; however, if a Class Member or PAGA Member worked only one day as a Class Member or PAGA Member, such Class Member or PAGA Member will be credited with having worked one workweek for purposes of the Settlement. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator.

D. Release of Claims

The Joint Stipulation contains a release, which releases Defendant and the Released Parties from all claims under state, federal, and local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 200-204, 206, 210, 218, 218.5, 221, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, *et seq.*, and Business and Professions Code sections 17200, *et seq.*, California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including, but not limited to, waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively "Released Class Claims") from July 17, 2019 through October 25, 2024 ("Class Period"). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers' compensation, and claims outside the Released Claims.

The claims to be released by PAGA Members include all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 200-204, 206, 210, 218, 218.5, 221, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, *et seq.* as alleged in the Complaint, and the wage orders of the California Industrial Welfare Commission based the facts alleged in the Action (collectively "Released PAGA Claims"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members from March 13, 2022 through October 25, 2024 ("PAGA Period") and for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to this Settlement, and regardless of whether any PAGA Member opts out of the Released Class Claims. PAGA Members are not permitted to opt out of the Released PAGA Claims.

E. <u>Resolution of Workweek Disputes</u>

If a Class Member or PAGA Member disputes the accuracy of Defendant's time clock records as to the number of weeks worked, any documentation supporting such dispute must be submitted by the Class Member or PAGA Member to the Settlement Administrator. Defendant's records, time clock data and any additional evidence will be provided to and reviewed by the Settlement Administrator in the event of a dispute about the number of weeks worked by a Class Member or PAGA Member. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

F. <u>Enhancement Award for the Class Representative</u>

Subject to approval by the Court, the Class Representative will receive an Enhancement Award up to $7,500.00. This payment will be made for her service as a Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendant's attorneys' fees and costs for an unsuccessful outcome in the Action. The Class Representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. <u>Attorneys' Fees and Costs</u>

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of thirty-five percent (35%) of the Maximum Settlement Amount which equals $280,000.00, and attorneys' costs not to exceed $25,000.00. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. <u>WHAT ARE YOUR RIGHTS AS A CLASS MEMBER</u>

A. <u>Excluding Yourself from Class Action Portion of the Settlement</u>

If you do not wish to participate in the Settlement, you may be excluded from being a Class Member (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and dates you were employed by Defendant as a non-exempt employee in California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S. Mail, or the equivalent, to:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

The Request for Exclusion must be postmarked no later than January 27, 2025. If you submit a Request for Exclusion which is not postmarked by January 27, 2025, your Request for Exclusion will be rejected, and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States, it must be sent through the United States Postal Service by First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. Please note you may only exclude yourself as a Class Member and may not exclude yourself as a PAGA Member.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating as a Class Member in the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits as a Class Member from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. PAGA Members are not entitled to opt out of the Released PAGA Claims and will receive their PAGA Share regardless of whether he/she/they opts out as a Class Member.

B. Objection to Class Action Portion of the Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may file a written objection and a notice of intention to appear at the Final Approval hearing currently set for April 11, 2025, at 9:00 a.m. Department C-75. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Office of the Clerk of the San Diego County Superior Court, 1100 Union Street, San Diego, California 92101, and send copies to the Claims Administrator, and Counsel as follows:

CLASS COUNSEL	DEFENDANT'S COUNSEL
Edwin Aiwazian Arby Aiwazian Joanna Ghosh Selena Matavosian LAWYERS *for* JUSTICE, P.C. 410 West Arden Avenue, Suite 203 Glendale, California 91203	Cary G. Palmer Evan D. Beecher JACKSON LEWIS P.C. 400 Capitol Mall, Suite 1600 Sacramento, CA 95814

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and dates you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court, San Diego County Superior Court, 1100 Union Street, San Diego, California 92101, and delivered to the Settlement Administrator and each of the above-listed attorneys no later than January 27, 2025. **DO NOT TELEPHONE THE COURT.**

A Class Member may appear at the Final Approval Hearing either in person or through their own counsel, and may object to the Settlement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the San Diego County Superior Court and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than forty-five (45) days after the Settlement Administrator mails this Class Notice to Class Members (i.e., no later than January 27, 2025). You will then continue as a Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at 9:00 a.m. (Pacific Time) on April 11, 2025, in Department C-75, Superior Court of the State of California for the County of San Diego, 1100 Union Street San Diego, CA 92101, or such other later date as the Court may authorize. You may also learn more about making a remote appearance in this matter by reviewing the webpage located at https://www.sdcourt.ca.gov/.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. Further, each and every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims. In addition, Class Members and PAGA Members will be barred from suing Defendant and the Released Parties with respect to the Released Class Claims and the Released PAGA Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue as though it never existed.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department C-75 of the Superior Court of the State of California in and for the County of San Diego, 1100 Union Street San Diego, CA 92101, on April 11, 2025, at 9:00 a.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than March 19, 2025, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-five percent (35%) of the Settlement for attorneys' fees, which equals $280,000.00, and not more than $25,000.00 for attorneys' costs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant ("Joint Stipulation or "Settlement"), which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the San Diego County Superior Court, at 1100 Union Street, San Diego, California 92101. You may sira-v-foundation-partners-group.phoenixcases.com, which will include links to the Joint Stipulation, Class Notice, Motions for Preliminary Approval and Final Approval, and Motion for Attorneys' Fees as they become available. If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Selena Matavosian
LAWYERS *for* JUSTICE, P.C.
410 West Arden Avenue, Ste 203
Glendale, California 91203

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PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.
BY ORDER OF THE SUPERIOR COURT

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	364
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	364
Subtotal Admin Only	**$8,829.05**
TOTAL COSTS	**$8,000.00**

March 18, 2025

Case: Sira v. Foundation Partners Group

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$100.00	3	$300.00
Programming Database & Setup	$100.00	3	$300.00
Toll Free Setup*	$140.00	1	$140.00
Call Center & Long Distance	$2.00	36	$72.80
NCOA (USPS)	$0.15	364	$54.60
		Total	**$867.40**

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$105.00	3	$315.00
Data Merge & Duplication Scrub	$0.15	364	$54.60
Notice Packet & Opt-Out Form	$0.95	364	$345.80
Estimated Postage (up to 1 oz.)	$0.60	364	$218.40
Language Translation	$0.30	3,261	$978.30
		Total	**$1,912.10**

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Skip Tracing Undeliverables	$1.00	40	$40.00
Remail Notice Packets	$0.95	41	$38.95
Estimated Postage	$0.60	41	$24.60
Programing Undeliverables	$50.00	1	$50.00
		Total	**$318.55**

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

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$100.00	3	$300.00
Disbursement Review	$100.00	3	$300.00
Programming Manager	$95.00	2	$190.00
QSF Fees, Bank Account & EIN	$75.00	3	$225.00
Check Run Setup & Printing	$100.00	3	$300.00
Mail Class Checks, W2 and 1099 *	$1.00	364	$364.00
Estimated Postage Checks, W2 and 1099	$0.50	364	$182.00
		Total	**$1,861.00**

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$100.00	3	$300.00
Remail Undeliverable Checks (Postage Included)	$1.50	40	$60.00
Case Associate	$55.00	2	$110.00
Reconcile Uncashed Checks	$85.00	3	$255.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	1	$115.00
Unchashed Check Notice Postcard (Postage Included)	$1.50	40	$60.00
Uncashed Check QSF Tax Filing	$150.00	3	$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	$1,200.00	1	$1,200.00
		Total	**$2,950.00**

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

Total:	**$8,829.05**