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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HENRY CORLEW, 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.

SUPERIOR DUCT FABRICATION, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV13075

Honorable Timothy Patrick Dillon
Department 15

CLASS ACTION

DECLARATION OF MAYRA GONZALEZ ON BEHALF OF PHOENIX SETTLEMENT ADMINISTRATORS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Date:	May 14, 2026
Time:	10:00 a.m.
Department:	15
Complaint Filed:	April 18, 2022
FAC Filed:	September 4, 2024
Trial Date:	None Set

DECLARATION OF MAYRA GONZALEZ

I, Mayra Gonzalez, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Henry Corlew v. Superior Duct Fabrication, Inc.* (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 *Class Action and PAGA Settlement Agreement* ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from April 18, 2018 to March 13, 2024 ("Class Period") and the number of pay periods that each Aggrieved Employee worked during the time period from April 18, 2021 to March 13, 2024 ("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, and/or dispute regarding the number of Workweeks and/or PAGA Pay Periods submitted by Class Members and/or Aggrieved Employees; (v) calculating the Net Settlement Amount and the Individual Class Payments to Class Members; (vi) calculating and issuing the Individual Class Payments and distributing them to Participating 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 December 22, 2025, Phoenix received a data file from Defense Counsel that contained each Class Member's full name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods ("Class Data"). The final mailing list contained five hundred sixteen (516) individuals identified as Class Members.

4. On December 28, 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 January 9, 2026, Phoenix mailed the Class Notice via U.S. first class mail to all five hundred sixteen (516) Class Members on the Class List. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

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

7. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was March 10, 2025.

8. As of the date of this declaration, Phoenix has received zero (0) objections from Class Members. The deadline for objecting to the Class Settlement was March 10, 2025.

9. As of the date of this declaration, Phoenix has received zero (0) Workweek and/or PAGA Pay Period disputes from Class Members and/or Aggrieved Employees. The deadline for submitting a dispute was March 10, 2025.

10. There are five hundred sixteen (516) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Class Members, representing 100% of the Class. Participating Class Members have worked a collective total of fifty-nine thousand four hundred seventy-five (59,475) Workweeks during the Class Period. Each Workweek is valued at approximately $10.91.

11. The Escalator Clause in the Settlement Agreement provides that if the total number of Workweeks between April 18, 2018, and August 16, 2023, exceeds ten percent (10%) above the estimated 52,950 Workweeks, the Total Settlement Amount shall be increased on a *pro rata* basis for the amount exceeding that threshold. Since the total number of Workweeks during this period was 53,749, the Escalator was not triggered, and the Total Settlement Amount remains $1,200,000.00.

12. The Net Settlement Amount of $648,857.70 available to pay Participating Class Members was determined by subtracting the requested Class Counsel Fees Payment ($396,000.00), Class Counsel Litigation Expenses Payment ($17,642.30), requested Enhancement Award to Plaintiff Corlew ($7,500.00), the PAGA Penalties ($120,000.00), and the requested Administration Expenses Payment ($10,000.00) from the Total Settlement Amount ($1,200,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Class Payment to be paid is approximately $3,360.20, the lowest Individual Class Payment to be paid is approximately $10.91, while the average Individual Class Payment to be paid is approximately $1,257.48. Participating Class Members will be issued payment of their Individual Class Payments subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment.

14. Additionally, $120,000.00 of the Total Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or $90,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA") ("LWDA PAGA Payment"), and 25%, or $30,000.00, of which shall be paid to all hourly non-exempt employees who have worked for Defendant for at least one day during the PAGA Period ("Aggrieved Employees") ("Individual PAGA Payments"). There are three hundred fifty-six (356) Aggrieved Employees who worked a total of fourteen thousand nine hundred and nine (14,909) PAGA Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $152.93, and the average Individual PAGA Payment to be paid is approximately $84.27.

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

16. 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 30th day of March 2026, at Orange, California.

Mayra Gonzalez

MAYRA GONZALEZ

Exhibit A

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

AND HEARING DATE FOR FINAL COURT APPROVAL

Henry Corlew v. Superior Duct Fabrication, Inc.**, currently pending before the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV13075**

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do **not** have to do anything. **Your estimated Individual Settlement Payment is: «Est_Set_Amt». See the explanation below.** After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive **no money from the Settlement**. Instructions are set forth below, except that you will still receive your Individual PAGA Payment.
Object	You may write to the Court about why you do not like the settlement. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit entitled *Henry Corlew v. Superior Duct Fabrication, Inc.*, Case Nos. 22STCV13075 (the "Action"), currently pending before the Superior Court of the State of California, County of Los Angeles (the "Court") has been reached Henry Corlew ("Plaintiff") and Superior Ducts Fabrication, Inc. ("Defendant"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a Settlement Class Member, which is defined as:

All current and former hourly-paid or non-exempt employees of Superior Duct Fabrication in California employed during the Class Period.

The "Class Period" is the period from April 18, 2018, through March 13, 2024.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April, 18, 2022, Plaintiff commenced this Action by filing a Class Action Complaint For Damages alleging causes of action against Defendant for (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and applicable Industrial Welfare Commission ("IWC") Wage Orders; (2) failure to provide meal periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders; (3) failure to provide rest periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and applicable IWC Wage Orders; (6) failure to timely pay wages during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and applicable IWC Wage Orders; (8) failure to keep complete or accurate payroll records pursuant to California Labor Code section 1174(d) and applicable IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq*. based on the aforementioned. On September 4, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), which added a cause of action for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code section 2698 et seq. ("PAGA") based on the aforementioned California Labor Code violations.

On August 16, 2023, the Parties participated in a full-day, private mediation with Steve Rottman, Esq., an experienced mediator who is well-versed in putative class and representative actions. Through that process Mr. Rottman made a mediator's proposal which was accepted by the Parties, and with Mr. Rottman's assistance, the Parties reached an agreement to resolve the Action. The Court granted preliminary approval of the Settlement on November 17, 2025. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representatives, and the law firm of Lawyers *for* Justice, PC to serve as Class Counsel.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class at least minimum wage for all hours worked, paid all overtime owed, and paid all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant reimbursed members of the class for all reasonably necessary business expenses; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

3. What are the terms of the Settlement?

<u>Total Settlement Amount</u>. Defendant has agreed to pay One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00) (the "Total Settlement Amount") to fund the settlement. The Total Settlement Amount includes the payment of all Individual Settlement Payments to Participating Class Members, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Litigation Expenses Payment, the PAGA Penalties, and the Enhancement Award to the Plaintiff. Defendant will be responsible for paying any employer share of payroll taxes on any Individual Settlement Payments separate and apart from the Total Settlement Amount.

Within fourteen (14) calendar days following the Effective Date, Defendant will fund the Total Settlement Amount, plus the employer's side payroll taxes, by depositing the money into a settlement fund account maintained by the third-party Administrator.

<u>Amounts to be Paid from the Total Settlement Amount</u>. The Settlement provides for certain payments to be made from the Total Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Total Settlement Amount before settlement payments are made to Settlement Class Members, as follows:

- <u>Administration Expenses</u>. Payment to the Administrator, estimated not to exceed $10,000.00, for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.

- <u>Class Counsel Fees and Litigation Expenses</u>. Subject to Court approval, Class Counsel shall seek a Class Counsel Fees Payment in an amount equal to one-third of the Total Settlement Amount currently estimated to be $396,000.00 for reasonable attorneys' fees, plus costs and expenses supported by declaration not to exceed $25,000.00. The Class Counsel Fees and Litigation Expenses Payments are intended to compensate and reimburse Class Counsel for all of the work already performed and all of the work remaining to be performed by Class Counsel in documenting the settlement, securing Court approval of the settlement, administering the settlement, and making sure that the settlement is fairly administered and implemented.

- <u>Enhancement Award.</u> Enhancement Award of up to $7,500.00 to Plaintiff Henry Corlew, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, for their complete release of all claims, and for the risks he undertook.

- <u>PAGA Penalties</u>. A payment of $120,000.00 relating to Plaintiff's claim under the Private Attorney General's Act ("PAGA"), $90,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining $30,000.00 will be distributed to Aggrieved Employees which are all hourly non-exempt employees who have worked for Superior Duct Fabrication for at least one day during the PAGA Period, which means the period from April 18, 2021 through March 13, 2024.

- <u>Calculation of Payments to Participating Class Members</u>. After all the above payments of the court-approved Administration Expenses, Class Counsel Fees and Litigation Expenses Payments, Enhancement Awards and the PAGA Penalties are deducted from the Total Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Individual Settlement Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's workweeks worked that occurred during the Class Period.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to insure you receive your payment.

<u>Tax Matters</u>. 20% of each Individual Settlement Payment constitutes wages in the form of back-pay (and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment) and 80% of each Individual Settlement Payment constitutes interest, penalties, and other non-wage payments (and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment). Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

<u>Conditions of Settlement</u>. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date and full funding of the Total Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, that arose during the Class Period, based on the facts and legal assertions stated in the Operative Complaint, including any and all claims involving any alleged (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1198, and applicable IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512(a) and applicable IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code section 226.7 and applicable IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and applicable IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and applicable IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code sections 1174(d) and 1174.5 and applicable IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, et seq. (the "Released Class Claims"). This release also includes claims under California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Released Parties. Released Parties means Superior Duct Fabrication and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date and full funding of the Total Settlement Amount, all Aggrieved Employees, , whether or not they are a Participating Class Member, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act, California Labor Code § 2699, et seq. that were alleged, or reasonably could have been alleged, that arose during the PAGA Period, based on the facts and legal assertions stated in the Operative Complaint and the PAGA Notice including any and all claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and IWC Wage Orders.

5. How much will my payment be?

Defendant's records reflect that you have «Total_Weeks» Workweeks worked during the Class Period.

Based on this information, your estimated Individual Settlement Payment is «ESA_Before_Paga».

Defendant's records reflect that you have «PAGA_Pay_Periods» PAGA Pay Periods worked during the PAGA Period.

Based on this information, your estimated Individual PAGA Payment is «PAGA_Amount».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than March 10, 2026.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Phoenix Class Action Administration Solutions at (800) 523-5773.

The Court will hold a hearing on May 14, 2026, to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you** opt **out, you will receive NO money from the Settlement, and you will not be bound by its terms**.

To opt out, you must submit to the Administrator, by First Class Mail or email, a written, signed and dated Request for Exclusion postmarked no later than March 10, 2026. The Request for Exclusion must state in substance: "I wish to exclude myself from the Settlement in *Henry Corlew v. Superior Duct Fabrication, Inc.*, currently pending before the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV13075. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

The address for the Administrator is P.O. Box 7208, Orange, CA 92863; the email address for the Administrator is info@phoenixclassaction.com. Written requests for exclusion that are postmarked after March 10, 2026, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't like the Settlement?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Henry Corlew v. Superior Duct Fabrication, Inc.*, currently pending before the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV13075.

To object to the Settlement, you must not opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The objections must be delivered or mailed to the Administrator no later than March 10, 2026, with copies to the Parties' counsel. The address for the Administrator is P.O. Box 7208, Orange, CA 92863.

The addresses for the Parties' counsel are as follows:

To Plaintiff:	**To Defendant:**
LAWYERS *for* JUSTICE, PC Arby Aiwazian, Esq. Joanna Ghosh, Esq. Helene Mayer, Esq. 450 North Brand Blvd., Suite 900 Glendale, California 91203	**FISHER & PHILLIPS LLP** Lonnie D. Giamela, Esq. 444 South Flower Street, Suite 1500 Los Angeles, California 90071

The Court will hold a Final Approval Hearing at 10:00 AM on May 14, 2026, at the Los Angeles County Superior Court, located at 312 N Spring St., Los Angeles, CA 90012 in Department 14 before Hon. Kenneth R. Freeman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Administrator at (800) 523-5773 or write to: *Henry Corlew v. Superior Duct Fabrication, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 22STCV13075 Administrator, c/o Phoenix Settlement Administrators, and corlew-v-superior-duct-fabrication.phoenixcases.com.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to the Plaintiff's counsel.

PLEASE <u>DO</u> <u>NOT</u> CALL THE COURT ABOUT THIS NOTICE.

<u>IMPORTANT:</u>

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. Any unclaimed funds as a result of the failure to cash Individual Settlement Payment checks by the void date shall be distributed to Legal Aid at Work pursuant to Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	525
Opt Out Rate	1%
Opt Outs Received	5
Total Class Claimants	520
Subtotal Admin Only	**$10,000.00**

Not-to-Exceed Total **$10,000.00**

For 525 Members

Pricing Good for Scope of Estimate Only

April 3, 2024
Case: HC-SuperiorDuct Opt-Out Administration

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

Requesting Attorney: Helene Mayer
Firm: LFJ
Contact Number:(818) 647-9323
Email: helene@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 525 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*	$152.15	1	$152.15
Call Center & Long Distance	$2.00	53	$105.00
NCOA (USPS)	$200.00	2	$400.00
		Total	**$1,157.15**

* 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	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.20	525	$105.00
Notice Packet & Opt-Out Form	$1.50	525	$787.50
Estimated Postage (up to 2 oz.)*	$0.64	525	$336.00
Static Website	$250.00	1	$250.00
		Total	**$1,728.50**

* 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	3	$165.00
Skip Tracing Undeliverables	$1.50	53	$78.75
Remail Notice Packets	$1.50	53	$78.75
Estimated Postage	$0.64	53	$33.60
Programming Undeliverables	$50.00	2	$100.00
		Total	**$456.10**

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	$195.00	1	$195.00
Case Associate	$60.00	2	$120.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	3	$255.00
		Total	**$870.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	3	$405.00
Disbursement Review	$135.00	3	$405.00
Programming Manager	$95.00	3	$285.00
QSF Bank Account & EIN	$100.00	3	$300.00
Check Run Setup & Printing	$135.00	3	$405.00
Mail Class Checks *	$1.25	520	$649.69
Estimated Postage	$0.64	520	$332.64
		Total	**$2,782.33**

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

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	3	$375.00
Remail Undeliverable Checks (Postage Included)	$1.50	104	$155.93
Case Associate	$50.00	3	$150.00
Reconcile Uncashed Checks	$80.00	4	$320.00
Conclusion Reports	$125.00	2	$250.00
Case Manager Conclusion	$85.00	3	$255.00
Final Reporting & Declarations	$125.00	2	$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,250.00	1	$1,250.00
		Total	**$3,005.93**

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

Estimate Total:	**$10,000.00**

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.