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Attorneys for Plaintiff Daimen Wagner
and Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

DAIMEN WAGNER, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.,*

Plaintiff,

v.

PARK PLACE ASSET MANAGEMENT, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership, BARCELONA APARTMENTS INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership, and DOES 1 through 10, inclusive,

Defendants.

Case No. 24CV013347

Assigned to Hon. Jill Talley, Dept. 23

CLASS ACTION

DECLARATION OF JARROD SALINAS OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Date: April 3, 2026
Time: 9:00 a.m.
Dept.: 23

Complaint Filed: July 5, 2024

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 *Wagner v. Park Place Asset Management, A California Limited Partnership, et al.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Amended Settlement Agreement and Release of Claims ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Pendency of Proposed Class Action Settlement and Final Hearing* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from July 5, 2020 to February 18, 2025 ("Class Period") and the number of workweeks that each Aggrieved Employee worked during the time period from April 29, 2023 to February 18, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Payment 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 4, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and dates of employment for each Class Member ("Class List") during the Class Period. The final mailing list contained fifteen (15) individuals identified as Class Members.

4. On December 5, 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 December 12, 2025, Phoenix mailed the Notice via U.S. first class mail to all fifteen (15) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

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

7. As of the date of this declaration, Phoenix has received zero (0) Request for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was January 26, 2026.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was January 26, 2026.

9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was January 26, 2026.

10. There are fifteen (15) 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 eight hundred seventy-four (874) Workweeks during the Class Period. Each Workweek is valued at approximately $42.20.

11. The Escalator Clause of the Settlement Agreement indicates if the actual Workweeks exceeds 10% or one thousand and eighteen (1,018), the Gross Settlement Amount shall be increased pro-rata for everyone over such cap. The total number of Workweek was eight hundred seventy-four (874). Since the total number of Workweeks does not exceed 1,018, the Escalator Clause was not triggered.

12. The Net Settlement Proceeds of $36,884.87 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($30,325.00), and Class Counsel costs ($4,315.13), requested Enhancement Payment to Plaintiff Wagner

($5,000.00), the PAGA Amount ($8,000.00), and the requested Settlement Administration Costs ($2,975.00) from the Gross Settlement Amount ($87,500.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $8,820.30, the lowest Individual Settlement Share to be paid is approximately $42.20, while the average Individual Settlement Share to be paid is approximately $2,458.99. 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, $8,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $6,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $2,000.00, 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 nine (9) Aggrieved Employees who worked a total of three hundred twenty-nine (329) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $510.64, and the average Individual PAGA Payment to be paid is approximately $222.22.

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

16. Phoenix's costs associated with the administration of this matter are $2,975.00. 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 9th day of February 2026, at Orange, California.

Jarrod Salinas
JARROD SALINAS

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

DAIMEN WAGNER, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*, Plaintiff, v. PARK PLACE ASSET MANAGEMENT, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership, BARCELONA APARTMENTS INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership, and DOES 1 through 10, inclusive, Defendants.	CASE NO: 24CV013347 Assigned to Hon. Jill Talley, Dept. 23 **NOTICE OF PENDENCY OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL HEARING**

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

A California court authorized this notice. This is not a solicitation from a lawyer.

- YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Daimen Wagner ("Plaintiff") and Defendants Park Place Asset Management, A California Limited Partnership, and Barcelona Apartments Investors, A California Limited Partnership ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties"), in the case entitled *Wagner v. Park Place Asset Management, A California Limited Partnership*, *et al.* Sacramento County Superior Court, Case No. 24CV013347, which may affect your legal rights. On November 24, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on April 3, 2026, at 9:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the Settlement.
- The settlement resolves a wage and hour class action and Private Attorneys General Act of 2004 ("PAGA") lawsuit against Defendants, alleging that Defendants failed to pay all wages due, provide meal periods or compensation in lieu thereof, provide rest periods or compensation in lieu thereof, comply with itemized employee wage statement provisions, and timely pay wages due at the separation of employment. The settlement also alleges violation of the Business and Professions Code and seeks to recover penalties pursuant to PAGA. The Settlement avoids costs and risks of continuing the lawsuit; pays money to employees; and releases Defendants from liability from the claims asserted in this lawsuit.
- Defendants deny liability and believe all appropriate wages were paid and that they otherwise complied with any Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.
- The Court has not made a ruling on the merits of the case or decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action Settlement and Release ("Settlement" or "Settlement Agreement").
- The settlement will provide $87,500 to resolve the claims to all individuals who worked for Defendants as non-exempt employees in California at any time from July 5, 2020 and February 18, 2025. The Lawyers for the employees will ask the Court to award them up to $30,625 as attorneys' fees and $6,000 as expenses from the total settlement amount for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendants, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement, although you still qualify to be paid a share of the PAGA Settlement. This is the only option that allows you to ever be part of any other lawsuit against Park Place Asset Management, A California Limited Partnership, and Barcelona Apartments Investors, A California Limited Partnership about the legal claims that were brought in this case.
Objecting	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On July 5, 2024, Plaintiff Daimen Wagner (Plaintiff"), a former employee of Defendants Park Place Asset Management, A California Limited Partnership, and Barcelona Apartments Investors, A California Limited Partnership, filed this lawsuit in the Sacramento County Superior Court. The lawsuit alleges violations of the California Labor Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendants at any time between July 5, 2020 and February 18, 2025 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not paid all wages due, provided meal periods or compensation in lieu thereof, provided rest periods or compensation in lieu thereof, timely issued final wages upon separation of employment and nor issued accurate and complete itemized wage statements. The Settlement seeks recovery of unpaid wages, liquidated damages, statutory and civil penalties, restitution, attorneys' fees and costs. Defendants deny all of the allegations in the lawsuit. Defendants deny that it owes Class Members any remedies and believes that it paid Class Members fairly. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorney	Defendants' Attorney
Evan S. Gaines, Esq. Gaines Law Corporation 4550 E Thousand Oaks Blvd., Suite 100 Westlake Village, CA 91362 Phone (805) 892-8200	Gabriel N. Rubin, Esq. Douglas G.A. Johnston, Esq. Jackson Lewis P.C. 50 California Street, 9th Floor San Francisco, CA 94111 Phone: (415) 394-9400

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Plaintiff believes he would have prevailed on his claims at a trial. Defendants do not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class? Who is an Aggrieved Employee

The Settlement encompasses a class composed of all non-exempt, hourly employees who have, or continue to, work for Defendants in California from July 5, 2020 and February 18, 2025. Aggrieved Employees are those Class Members employed between April 29, 2023 and February 18, 2025.

C. What does the Settlement provide?

1. Maximum Settlement Amount.

The Settlement provides that Defendants will pay $87,500 (the "Maximum Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Maximum Settlement Amount that will be available for distribution to Aggrieved Employees and Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds amount is the Maximum Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel's Attorneys' Fees** in an amount set by the Court, not to exceed $30,625;

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed $6,000;

(c) **Enhancement Payment to the Class Representative** in an amount set by the Court, not to exceed $5,000 for his service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed $3,000.00, for administering the settlement; and

(e) **PAGA Payment** in the total amount of $8,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). 75% or $6,000, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25% or $2,000, shall be included in the Net Settlement Proceeds for payment to Aggrieved Employees.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendants' full payment of the Maximum Settlement Amount, Plaintiff and all Class Members who do not opt out of the settlement will release any and all claims contained in the Complaint during employment in a non-exempt position in California during the Class Period. Aggrieved Employees will release any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq*., contained in Plaintiff's Complaint during employment in a non-exempt position in California during the PAGA Period. The "Released Parties" shall include Defendants, as well as Defendants' present and former owners, officers, shareholders, directors, agents, employees, attorneys, and insurers.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an "Individual Payment Amount," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee even if they opt out of the class settlement.

The class portion of the Individual Payment Amounts will be determined by dividing the Net Settlement Proceeds, less the $2,000 PAGA allocation, by the total number of weeks worked by the entire Settlement Class during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying the class workweek value by the number of weeks worked by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amounts will be determined by dividing the PAGA settlement amount ($2,000) by the total number of weeks worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA workweek value; and then multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved Employee during the PAGA Period.

For tax purposes, each Individual Payment Amount will be apportioned (a) 50% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); (b) 50% as penalties and interest (reported on an IRS Form 1099). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendants, you worked «Class_WW» weeks while employed as a non-exempt employee in California from July 5, 2020 and February 18, 2025. Based on these weeks worked, you are entitled to an Individual Payment Amount of approximately «Class_Amt», and you worked «PAGA_WW» weeks while employed as a non-exempt employee in California from April 29, 2023 and February 18, 2025. Based on these weeks worked, you are entitled to a PAGA payment share of approximately «PAGA_Amt». This amount is subject to change based on the final ruling of the Court.

<u>Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise.</u> If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than January 26, 2026. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendants and will make a final and binding determination without a hearing or right of appeal by you.

The complaint was subsequent amended on March 12, 2025, to add standalone class action claims.

F. <u>When Will I Be Paid?</u>

After the Courts grants approval of the settlement, you will receive your Individual Payment Amount within 30 days of the date the Court signed the order.

<u>THE SETTLEMENT HEARING</u>

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on April 3, 2026, at 9:00 a.m., in the Courtroom of Judge Jill Talley of the Sacramento County Superior Court, Department 23, located at Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, CA 95814. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorney's fees and costs to be awarded to Plaintiff's Attorney; and (v) the amount that should be awarded to Plaintiff as an enhancement payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, <u>but you are not required to do so</u>. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

<u>WHAT ARE YOUR OPTIONS?</u>

- **<u>OPTION 1 – *DO NOTHING AND PARTICIPATE IN THE SETTLEMENT*</u>**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. <u>YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE</u>. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than January 26, 2026. The Settlement Administrator's address is P.O. Box 7208, Orange, CA 92863.

- **<u>OPTION 2 – *OBJECT TO THE SETTLEMENT*</u>**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863. Written objections must be postmarked no later than January 26, 2026.

- **<u>OPTION 3 – *EXCLUDE YOURSELF FROM THE SETTLEMENT*</u>**

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will <u>not receive any benefits from the proposed settlement, although you will be bound by the PAGA Settlement</u>. You will not be bound by a class judgment in this case and you will have the right to file your own lawsuit against the Defendants and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than January 26, 2026.

<u>ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?</u>

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Sacramento County Superior Court, located at Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, CA 95814.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at P.O. Box 7208, Orange, CA 92863, (800) 523-5773 and wagner-v-park-place-asset-management.phoenixcases.com.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Daimen Wagner v. Park Place Asset Management, A California Limited Partnership, et al*., Sacramento County Superior Court Case. No. 24CV013347. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS SETTLEMENT AMOUNT. AGGRIEVED EMPLOYEES' MAY NEITHER OBJECT TO, NOR EXCLUDE THEMSELVES FROM, THE PAGA PORTION OF THE SETTLEMENT.**

I confirm that I was employed by Defendants Park Place Asset Management, A California Limited Partnership, and Barcelona Apartments Investors, A California Limited Partnership, as a non-exempt (hourly paid) employee in California between July 5, 2020, and February 18, 2025.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date:_________________________

Signature:______________________________________

Print Name:____________________________________

Residence Street Address:____

City, State and Zip Code:____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE JANUARY 26, 2026.

Send this signed request for exclusion form to the Settlement Administrator:

Park Place Asset Management Settlement Administrator

c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com
wagner-v-park-place-asset-management.phoenixcases.com

EXHIBIT B

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	15
Opt Out Rate	1%
Opt Outs Received	0
Total Class Claimants	15
Subtotal Admin Only	**$2,975.00**

Not-to-Exceed Total $2,975.00

For 15 Class Members

Pricing Good for Scope of Estimate Only

February 18, 2025

Case: Wagner v park place asset management Opt-Out Administration

Phoenix Contact: Jarrod Salinas
Contact Number: 800-523-5773
Email: Jarrod@phoenixclassaction.com

Requesting Attorney: Evan S. Gaines, Esq.
Firm: GAINES LAW CORPORATION
Contact Number: (818) 298-9588
Email: evan@gaines.law

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 15 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	1	$125.00
Programming Database & Setup	$125.00	1	$125.00
Toll Free Setup*	$50.93	1	$50.93
Call Center & Long Distance	$1.95	16	$31.20
NCOA (USPS)	$5.00	2	$10.00
		Total	**$342.13**

* 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	1	$100.00
Data Merge & Duplication Scrub	$0.25	15	$3.75
Notice Packet & Opt-Out Form	$1.50	15	$22.50
Estimated Postage (up to 2 oz.)*	$0.69	15	$10.35
Static Website	$250.00	1	$250.00
		Total	**$386.60**

* 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	1	$55.00
Skip Tracing Undeliverables	$2.00	2	$3.00
Remail Notice Packets	$1.50	2	$2.25
Estimated Postage	$0.69	2	$1.04
Programming Undeliverables	$50.00	1	$50.00
		Total	**$111.29**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$125.00	1	$125.00
Non Opt-Out Processing	$125.00	1	$125.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	0	$3.75
Case Manager	$85.00	1	$85.00
		Total	**$448.75**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	1	$125.00
Disbursement Review	$125.00	1	$125.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$25.00	2	$50.00
Check Run Setup & Printing	$125.00	1	$125.00
Mail Class Checks *	$1.50	15	$22.28
Estimated Postage	$0.69	15	$10.25
		Total	**$552.52**

* 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	1	$125.00
Remail Undeliverable Checks (Postage Included)	$2.50	1	$3.71
Case Associate	$50.00	1	$50.00
Reconcile Uncashed Checks	$50.00	1	$50.00
Conclusion Reports	$75.00	1	$75.00
Case Manager Conclusion	$75.00	2	$150.00
Final Reporting & Declarations	$115.00	2	$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$450.00	1	$450.00
		Total	**$1,133.71**

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

Estimate Total:	**$2,975.00**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.