

Kevin A. Lipeles (Bar No. 244275)
kevin@kallaw.com
Thomas H. Schelly (Bar No. 217285)
thomas@kallaw.com
LIPELES LAW GROUP, APC
1060 Aviation Blvd., Suite 100
Hermosa Beach, CA 90254
Telephone: (310) 322-2211
Facsimile: (310) 322-2252

Attorneys for Plaintiff
Tara Denise Michael

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

TARA DENISE MICHAEL, an individual, on
her own behalf and on behalf of all others
similarly situated,

Plaintiff,

vs.

POINT QUEST INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants

CASE NO. 24CV016886

**DECLARATION OF LLUVIA ISLAS ON
BEHALF OF PHOENIX SETTLEMENT
ADMINISTRATORS REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

Judge: Hon. Lauri Damrell

Date: July 31, 2026

Time: 9:00 AM

Dept.: 22

Complaint Filed: August 26, 2024

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Tara Denise Michael v. Point Quest 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.

3. On March 12, 2026, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, workweeks, and PAGA Pay Periods for each Class Member (“Class Data”) during the Class Period.

1 The final mailing list contained two hundred thirty-eight (238) individuals identified as Class
2 Members.

3 4. On March 18, 2026, Phoenix conducted a National Change of Address (“NCOA”)
4 search in an attempt to update the class list of addresses as accurately as possible. A search of this
5 database provides updated addresses for any individual who has moved in the previous four (4)
6 years and notified the U.S. Postal Service of their change of address.

7 5. On March 26, 2026, Phoenix mailed the Class Notice via U.S. first class mail to all
8 two hundred thirty-eight (238) Class Members on the Class List. A true and correct copy of the
9 mailed Class Notice is attached hereto as **Exhibit A**.

10 6. As of the date of this declaration, twenty-eight (28) Notices have been returned to
11 Phoenix. None were returned with a forwarding address. For the twenty-eight (28) Class Notices
12 returned from the Post Office without a forwarding address, Phoenix attempted to locate a current
13 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
14 available for skip tracing. Of the twenty-eight (28) Class Notices that were skip traced, twenty-five
15 (25) updated addresses were obtained and the Class Notices were promptly re-mailed to those Class
16 Members via first class mail.

17 7. As of the date of this declaration, three (3) Notices remain undeliverable,
18 specifically, three (3) are undeliverable since an updated address could not be obtained via skip
19 trace. The two hundred thirty-five (235) Settlement Class Members for whom Phoenix had valid
20 mailing addresses account for 99.10% of the total Workweeks among the Class. The three (3)
21 Settlement Class Members whose Notice was ultimately undeliverable account for 0.90% of the
22 total Workweeks among the Class.

23 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
24 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
25 May 25, 2026.

26 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
27 from Class Members. The deadline for objecting to the Class Settlement was May 25, 2026.

1 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
2 from Class Members. The deadline for submitting a dispute was May 25, 2026.

3 11. There are two hundred thirty-eight (238) Class Members who did not submit timely
4 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
5 100% of the Class. Settlement Class Members have worked a collective total of twelve thousand
6 four hundred forty-two (12,442) Workweeks during the Class Period. Each Workweek is valued at
7 approximately \$14.84.

8 12. The Net Settlement Amount of \$185,139.58 available to pay Settlement Class
9 Members was determined by subtracting the requested Class Counsel Fees Payment (\$131,666.67),
10 and Class Counsel Litigation Expenses Payment (\$21,443.75), requested Class Representative
11 Service Payment to Plaintiff Tara Denise Michael (\$10,000.00), the PAGA Penalties (\$39,500.00),
12 and the requested Settlement Administration Costs (\$7,250.00) from the Gross Settlement Amount
13 (\$395,000.00).

14 13. Based upon the calculations stipulated in the Settlement, the highest Individual Class
15 Payment to be paid is approximately \$3,035.56, the lowest Individual Class Payment to be paid is
16 approximately \$14.88, while the average Individual Class Payment to be paid is approximately
17 \$777.90. Settlement Class Members will be issued payment of their Individual Class Payments
18 subject to reduction for the employee's share of taxes and withholdings with respect to the wages
19 portion of the Individual Class Payment (the net payment is their "Individual Class Payment").

20 14. Additionally, \$39,500.00 of the Gross Settlement Amount has been allocated toward
21 penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 65%, or
22 \$25,675.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%,
23 or \$13,825.00, of which shall be paid to all current and former hourly non-exempt individuals who
24 are or were employed by Defendant during the PAGA Period. There are one hundred sixty-nine
25 (169) Aggrieved Employees who worked a total of seven thousand seven hundred ninety-four
26 (7,794) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is
27
28

1 approximately \$234.14, the lowest Individual PAGA Payment to be paid is approximately \$1.77,
2 while the average Individual PAGA Payment to be paid is approximately \$81.80.

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

5 16. Phoenix's costs associated with the administration of this matter are \$7,250.00. This
6 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
7 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

8
9 I declare under penalty of perjury of the laws of the State of California that the foregoing is
10 true and correct.

11 Executed on June 24, 2026, at Orange, California.

12
13 *Lluvia Islas*

14 _____
LLUVIA ISLAS

Exhibit A

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

Tara Denise Michael v. Point Quest, Inc.,

Sacramento County Superior Court Case No. 24CV016886

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“**Action**”) against Point Quest Inc., a California corporation, (“**Defendant**”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Tara Denise Michael (“**Plaintiff**”) and seeks payment for (1) failure to pay minimum wages (Cal. Lab. Code §§ 1194, 1194.2, 1997. 1197.1, 1198; IWC Wage Order No. 4); (2) failure to provide timely off-duty meal periods (Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 4); (3) failure to provide rest periods (Cal. Lab. Code §§ 226.7; IWC Wage Order No. 4); (4) failure to maintain records and provide accurate itemized wage statements (Cal. Lab. Code § 226; IWC Wage Order No. 4); (5) failure to reimburse business expenses (Cal. Lab. Code § 2802); (6) failure to allow inspection of employment records (Cal. Lab. Code § 1198.5); (7) unfair competition (Cal. Bus. & Prof. Code §§ 17200 et seq.); and (8) claims under the Private Attorneys General Act for a class of hourly employees (“**Class Members**”) who worked for Defendant during the Class Period (November 20, 2021, through the date of preliminary approval of the settlement) in the Pediatrics Therapies Division (“**PEDS**”) and who received a “tier stipend” in addition to their hourly base rate of pay; and (b) penalties under the California Private Attorneys General Act (“**PAGA**”) for all hourly employees who worked for Defendant during the PAGA Period (August 23, 2023 through the date of preliminary approval of the settlement) in the Pediatrics Therapies Division (“**PEDS**”) and who received a “tier stipend” in addition to their hourly base rate of pay (“**Aggrieved Employees**”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“**LWDA**”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Total_Weeks» workweeks** during the Class Period and **you worked «PAGA_Work_Weeks» PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement, that is, Released Claims (defined below).
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is May 25, 2026	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections must be submitted by May 25, 2026	All Class Members who do not opt-out (" Participating Class Members ") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the July 31, 2026, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on July 31, 2026. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by May 25, 2026	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by May 25, 2026. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, reimbursable expenses, and failing to provide meal periods, rest periods, accurate itemized wage statements, and failing to allow inspection of employment records. Based on the same claims, Plaintiff has also asserted a claim for unfair competition (Cal. Bus. & Prof. Code § 17200) and civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("**PAGA**"). Plaintiff is represented by attorneys in the Action: Kevin A. Lipeles, Thomas H. Schelly, and Jasmine Badawi, Esq. of Lipeles Law Group, APC ("**Class Counsel**").

Defendant strongly denies the allegations in the Operative Complaint, except that Defendant identified an inadvertent mistake with respect to the regular rate of pay calculation for premiums (i.e., for overtime, missed meal period premiums) paid to Class Members who received a "tier stipend" in addition to their normal hourly rate, for certain shifts during the same pay period. In all other respects, Defendant contends that it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("**Agreement**") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$395,000.00 as the Gross Settlement Amount (“**Gross Settlement**”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“**LWDA**”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement as follows: within thirty (30) days of the Court granting the motion for final approval, Defendant shall deposit the Gross Settlement and the employer’s side of payroll taxes on the portion allocated as wages with the Administrator. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$131,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$21,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,250.00 to the Administrator for services administering the Settlement.
 - C. Up to \$39,500.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.
 - D. Up to \$10,000 to the named plaintiff Tara Denise Michael for service to the Action.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages (“**Wage Portion**”) and 75% to interest and penalties (“**Non-Wage Portion**”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be remitted to Legal Aid at Work, a San Francisco 501(c)(3) non-profit corporation.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than May 25, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the May 25, 2026, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “**Administrator**”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 (“How Can I Get More Information?”) of this Notice.

9. **Participating Class Members' Release.** After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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 (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and that occurred or accrued at any time during the Class Period, including, any and all claims involving any alleged: (a) failure to pay minimum wages; (b) failure to provide timely off duty meal periods; (c) failure to provide rest periods; (d) failure to maintain records and provide accurate itemized wage statements; (e) failure to reimburse business expenses; (f) failure to allow inspection of personnel records; and (g) unfair competition. Except as set forth in Section 5.3 of the Settlement 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 except for damages or penalties that may have flowed from acts or omissions that originally occurred during the Class Period.

10. **Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees 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 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, which arose during the PAGA Period, including any and all PAGA claims for (1) failure to pay minimum wages (Cal. Lab. Code §§ 1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 4); (2) failure to provide timely off-duty meal periods (Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 4); (3) failure to provide rest periods (Cal. Lab. Code §§ 226.7; IWC Wage Order No. 4); (4) failure to maintain records and provide accurate itemized wage statements (Cal. Lab. Code § 226); (5) failure to reimburse business expenses (Cal. Lab. Code § 2802); and (6) failure to allow inspection of employment records (Cal. Lab. Code § 1198.5).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The "Total Workweeks" will be calculated by summing the total workweeks for each Settlement Class Member during the Class Period. The Net Settlement Amount shall be divided by the Total Workweeks to arrive at the "Workweek Payment Amount." Each Participating Class Member's share of the Settlement shall thereafter be calculated by multiplying that Participating Class Member's total workweeks during the Class Period by the Workweek Payment Amount.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$13,8225.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. **Workweek/Pay Period Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until May 25, 2026, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 ("How Can I Get More Information?") of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Tara Denise Michael v. Point Quest Inc.* (Sacramento County Superior Court Case No. 24CV016886), and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by May 25, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the July 31, 2026, Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [michael-v-point-quest.phoenixcases.com](https://www.saccourt.ca.gov/indexes/new-portal-info.aspx) or the Court's website <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is May 25, 2026.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Tara Denise Michael v. Point Quest Inc.* (Sacramento County Superior Court Case No. 24CV016886) and include your name, current address, telephone number, and approximate dates of employment for Defendant, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on July 31, 2026, at 9:00 a.m. in Department 22 of the Sacramento Superior Court, located at 720 9th Street, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via ZoomgovMeeting (<https://saccourt-ca-gov.zoomgov.com/my/ssdept22>). To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/ssdept22>; To join by phone: (833) 568-8864 /ID: 16184738886. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website michael-v-point-quest.phoenixcases.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrators's website at michael-v-point-quest.phoenixcases.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> and entering the Case Number for the Action, Case No. CV24016886.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

LIPELES LAW GROUP, APC
Kevin A. Lipeles, Esq. (kevin@kallaw.com)
Thomas H. Schelly, Esq. (thomas@kallaw.com)
Jamine Badawi, Esq. (jasmine@kallaw.com)
1060 Aviation Blvd., Suite 100
Hermosa Beach, California 90254
Telephone: (310) 322-2211

Defense Counsel:

Weintraub Tobin
Shauna N. Correia, Esq. (scorreia@weintraub.com)
475 Sansome Street Suite 1400
San Francisco, CA 94111
Telephone: (415) 772-9655

Settlement Administrator:

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	238
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	238
Subtotal Admin Only	\$7,342.46

Not-to-Exceed Total	\$7,250.00
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June 24, 2026

Case: Tara Denise Michael v. Point Quest Inc., Invoice

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*	\$123.56	1	\$123.56
Call Center & Long Distance	\$2.00	2	\$4.00
NCOA (USPS)	\$25.00	2	\$50.00
Total			\$677.56

* 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	\$0.50	238	\$119.00
Notice Packet & Opt-Out Form	\$2.00	238	\$476.00
Estimated Postage (up to 2 oz.)*	\$0.74	238	\$176.12
Static Website	\$200.00	1	\$200.00
Total			\$1,221.12

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$2.00	24	\$47.60
Remail Notice Packets	\$2.00	24	\$47.60
Estimated Postage	\$0.74	24	\$17.61
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$427.81

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	1	\$10.00
Case Manager	\$75.00	3	\$225.00
Total			\$870.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$1.50	238	\$357.00
Estimated Postage	\$0.74	238	\$176.12
Total			\$1,838.12

* 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	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	12	\$17.85
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$80.00	1	\$80.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$2,307.85
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.			
Total:			\$7,342.46