Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Max W. Gavron (State Bar No. 291697)
Kwanporn "Mai" Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

KALU EKEH, as an individual and on behalf of all others similarly situated, Plaintiff, vs. QUALITY TECHNOLOGY SERVICES, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24CV019854 (Assigned to the Hon. Jill H. Talley, Dept. 8A) DECLARATION OF TAYLOR MITZNER ON BEHALF OF PHOENIX SETTLEMENT ADMINISTRATORS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION Date: June 26, 2026 Time: 9:00 a.m. Dept.: 8A

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

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

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the *Joint Stipulation of Class Action Settlement and Release* and the *Amendment to Joint Stipulation of Class Action Settlement and Release* (together, the "Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Proposed Class Action Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) 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; (iv) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (v) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and individual PAGA payments to PAGA Group Members ("PAGA Group Member Payment Amount"); (vi) issuing the payment to Class Counsel for attorneys' fees and costs, the Service Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (vii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On February 6, 2026, Phoenix received a data file ("Class List") from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each Class Member during the time period from September 30, 2020 to January 23, 2026 ("Class Period") and for each PAGA Group Member during the time period from September 16, 2023 to January 23, 2026 ("PAGA Period"). The final mailing list contained forty-four (44) individuals identified as Class Members.

4. On February 11, 2026, 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 February 17, 2026, Phoenix mailed the Notice via U.S. first class mail to all forty-four (44) 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, zero (0) Notices remain undeliverable.

8. 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 April 20, 2026.

9. 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 April 20, 2026.

10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was April 20, 2026.

11. There are forty-four (44) 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 four thousand seven hundred sixty-seven (4,767) Workweeks during the Class Period. Each Workweek is valued at approximately $34.52.

12. The Escalator Clause of the Settlement Agreement (Paragraph III.3.3) indicates if the actual number of Workweeks worked during the Class Period exceeds four thousand fifty-four (4,054) by more than 5%, which is four thousand two hundred fifty-seven (4,257), then Defendant may increase the Gross Settlement Amount on a pro rata basis for any additional Workweeks over four thousand two hundred fifty-seven (4,257). The total number of Workweeks was four thousand seven hundred sixty-seven (4,767), which exceeds the Escalator Clause by five hundred ten (510)

Workweeks. Since the total number of Workweeks exceeded four thousand two hundred fifty-seven (4,257), the Escalator Clause was triggered. On February 11, 2026, Phoenix informed the Parties of the increase in the number of Workweeks worked, triggering the Escalator Clause. On February 11, 2026, Phoenix received confirmation from Defendant that Defendant elected to fund the additional amount resulting from the Escalator Clause being triggered.

13. The increased Gross Settlement Amount is $337,740.50 ($300,000.00 + $37,740.50), and was calculated in the following manner:

- $300,000.00 / 4,054 Workweeks = $74.00 per Workweek.
- $74.00 x 510 excess Workweeks = $37,740.50.

14. The Net Settlement Amount available to pay Settlement Class Members is $164,552.73. The Net Settlement Amount was determined by subtracting the requested Class Counsel attorneys' fees ($118,209.18), and Class Counsel costs ($9,778.60), requested Service Award to Plaintiff ($10,000.00), the PAGA Amount ($30,000.00), and the requested Settlement Administration Costs ($5,200.00) from the Gross Settlement Amount ($337,740.50).

15. In light of the Escalator Clause being triggered, and pursuant to the Parties' approval, Phoenix made slight modifications to the Class Notice to reflect the revised Gross Settlement Amount, which includes revising the initial $300,000.00 amount to reflect the revised Gross Settlement Amount of $337,740.50, and the attorneys' fees from $105,000.00 to an amount not to exceed $118,209.18, to reflect 35% of the revised Gross Settlement Amount. No other substantive changes were made to the Class Notice.

16. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $9,492.76, the lowest Individual Settlement Share to be paid is approximately $34.52, while the average Individual Settlement Share to be paid is approximately $3,739.83. 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").

17. Additionally, $30,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 65%, or $19,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%, or $10,500.00, of which shall be paid to the PAGA Group Members. There are twenty-eight (28) PAGA Group Members who worked a total of one thousand nine hundred twenty-six (1,926) workweeks during the PAGA Period. The highest individual PAGA payment to be paid is approximately $665.11, the lowest individual PAGA payment to be paid is approximately $16.36, and the average individual PAGA payment to be paid is approximately $375.00.

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

19. Phoenix's costs associated with the administration of this matter are $5,200.00. 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 29th day of May 2026, at Orange, California.

Taylor Mitzner

TAYLOR MITZNER

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Ekeh v. Quality Technology Services, LLC
Superior Court of California, County of Sacramento, Case No. 24CV019854
THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	All non-exempt employees in California at any time between September 30, 2020, and January 23, 2026.

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was filed by Kalu Ekeh ("Plaintiff") against Quality Technology Services, LLC ("QTS" or "Defendant") on September 30, 2024 (the "Action"). The case is currently pending in the Superior Court of California, County of Sacramento, Case No. 24CV019854.

The operative Second Amended Class and Representative Action Complaint alleges that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant did not provide proper off-duty meal and rest breaks, did not properly calculate the regular rate of pay for the purposes of paying overtime, double time, meal and rest break premiums, and sick pay wages, did not timely pay all wages owed and at the end of employment, and did not provide accurate itemized wage statements. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties, and restitution. Defendant denies all alleged violations, denies that it owes Class Members any amounts, and asserts that it has fully complied with the law. Nevertheless, in order to avoid further costs and time defending against the Action, Defendant agreed to settle the Action. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative sue on behalf of people who appear to have similar claims. The individuals who appear to have similar claims are referred to here as Settlement Class Members. In a class action one court resolves the issues for all Settlement Class Members in one lawsuit, except for those who exclude themselves from the Settlement Class. The Sacramento County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action Settlement and Release ("Settlement" or "Settlement Agreement"). On January 23, 2026, the Court granted preliminary approval of the Settlement, appointed Plaintiff Kalu Ekeh as Class Representative, and appointed his attorneys at Diversity Law Group, P.C. and Polaris Law Group as counsel for the Settlement Class ("Class Counsel").

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Settlement Class Member, if you are or were employed by Defendant as a non-exempt employee in California at any time between September 30, 2020, and January 23, 2026.

THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Three Hundred Thirty-Seven Thousand Seven Hundred Forty Dollars and Fifty Cents ($337,740.50) ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Amount" is the portion of the Gross Settlement Amount that will be available for distribution to Settlement Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

A. **Attorneys' Fees to Class Counsel** not to exceed thirty-five percent (35%) of the Gross Settlement Amount or One Hundred Eighteen Thousand Two Hundred Nine Dollars and Eighteen Cents ($118,209.18);

B. **Litigation Costs to Class Counsel** not to exceed Fifteen Thousand Dollars ($15,000.00);

C. **Service Award to Plaintiff** in an amount not to exceed Ten Thousand Dollars ($10,000.00);

D. **Settlement Administration Expenses** which are currently estimated to be Five Thousand Two Hundred Dollars ($5,200.00); and

E. **PAGA Payment** in the amount of Thirty Thousand Dollars ($30,000.00) for the settlement of claims arising under the Private Attorneys General Act of 2004 ("PAGA"). Sixty-five percent (65%) of this amount ($19,500.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining thirty-five percent (35%) ($10,500.00) will be distributed to all non-exempt employees in California at any time between September 16, 2023, and January 23, 2026 ("PAGA

Group" or "PAGA Group Members"), for the release of their claims as set forth in the Released PAGA Claims, described below in Section 7.

If approved by the Court, the Settlement Administrator will issue payments to Settlement Class Members and PAGA Group Members.

The amount you are eligible to receive from the settlement, your "Individual Settlement Payment" will be determined on a *pro rata* basis, based on the number of workweeks you worked (excluding any leaves of absence, if any) in California during the period of September 30, 2020, and January 23, 2026 ("Workweeks"). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment ("PAGA Group Member Payment Amount").

[ONLY FOR PAGA GROUP MEMBERS: Your share of the PAGA Payment is calculated on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Group Member during the PAGA Period, which is from September 16, 2023, and January 23, 2026.]

The class portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages and eighty percent (80%) interest and penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. The PAGA Group Member Payment Amount will be apportioned as one hundred percent (100%) penalties. The non-wage and penalties portions of each Class Member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked «Total_Weeks» Workweeks during the Class Period and «PAGA_Work_Weeks» Workweeks during the PAGA Period. Your Individual Settlement Payment is estimated to be «ESA_Before_Paga» [ONLY FOR PAGA GROUP MEMBERS: Your estimated Individual Settlement Payment includes your estimated «PAGA_Amount» PAGA Group Member Payment Amount.]. The amount of the Individual Settlement Payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This amount was determined based on Defendant's records of your employment from September 30, 2020, and January 23, 2026, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of Workweeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by April 20, 2026. All disputes regarding your Workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

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

HOW TO RECEIVE A PAYMENT FROM THE SETTLEMENT

6. How can I receive a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon full funding of the Gross Settlement Amount, each participating Settlement Class Member, individually and on behalf of their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, past or present, shall fully and without limitation release and discharge each and all of the "Released Parties" from the "Released Class Claims" that accrued during the "Class Period."

The "Released Parties" means Defendant Quality Technology Services, LLC and its respective former and present parents, subsidiaries, affiliated corporations and entities, and each of their respective current, former, and future officers, directors, members, managers, employees, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could by jointly or severally liable with Defendant and all persons or entities acting by, through, under, or in concert with any of them.

The "Released Class Claims" means any and all claims for damages and/or penalties that accrued during the Class Period, based on the facts and claims alleged in the Action, including but not limited to any and all claims arising under Cal. Labor Code §§ 201-203, 218.5, 226, 226.7, 246, 510, 512, 558, 1194; the applicable IWC Wage Orders, and Cal. Bus. & Prof. Code §§ 17200, *et seq*. This release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or by Plaintiff, in connection with the Action, the Settlement of the Action, the administration of such Settlement, and/or the released claims, except to the extent otherwise specified in the Agreement.

The "Class Period" during which the release of Released Claims pertains is September 30, 2020, and January 23, 2026.

[ONLY FOR PAGA MEMBERS: Upon full funding of the Gross Settlement Amount, each PAGA Member, individually and on behalf of their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, past or present, fully and without limitation release and discharge all of the "Released Parties" from each of the "Released PAGA Claims" that accrued during the "PAGA Period."

"Released PAGA Claims" means any and all claims for PAGA penalties arising from the facts and theories alleged in the Action or the PAGA Letters that accrued during the PAGA Period, based on the facts and claims alleged in the Action, including but not limited to claims arising under Cal. Labor Code §§ 201-203, 218.5, 226, 226.7, 246, 510, 512, 558, 1194 and 2698, *et seq*. This release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or by Plaintiff, in connection with to the Action, the Settlement of the Action, the administration of such Settlement, and/or the released claims, except to the extent otherwise specified in the Agreement.

The "PAGA Period" is the period of September 16, 2023, and January 23, 2026.]

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Released Parties with respect to the Released Class Claims, then you must submit a Request for Exclusion in conformity with the requirements set forth herein. (You cannot exclude yourself from the Released PAGA Claims.) If you exclude yourself, you will **not** receive your share of payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your *pro rata* share of the PAGA Payment (or PAGA Group Member Payment Amount) because the Request for Exclusion does not apply to the PAGA claims.

8. How do I exclude myself from the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number, and signature. Your request for exclusion must also include a statement that you do not wish to be included in this action, similar to the following: "I wish to exclude myself from the class action settlement reached in the matter of *Ekeh v. Quality Technology Services, LLC*."

The written Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by April 20, 2026. You cannot exclude yourself by phone.

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

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Payment if you worked between September 16, 2023, and January 23, 2026, because the Request for Exclusion does not apply to the Released PAGA Claims. You will not be legally bound by the release of the Released Class Claims. If applicable, you will remain bound by the release of the Released PAGA Claims.

If you exclude yourself, you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has approved DIVERSITY LAW GROUP, P.C. and POLARIS LAW GROUP as Class Counsel. Their contact information is:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee, Esq.
Kristen M. Agnew, Eseq.
Max W. Gavron, Esq.
Mai Tulyathan, Esq.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

POLARIS LAW GROUP
William L. Marder, Esq.
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214

Class Counsel will ask the Court for attorneys' fees of up to $118,209.18 and reimbursement of litigation costs of up to $15,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

10. What if I want to object to this Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your Objection to the Settlement Administrator no later than April 20, 2026. Your Objection must include your full name, address, telephone number, signature, the case name and number, the specific reason(s) for your objection and any legal support for your position, and a statement as to whether you intend to appear at the Final Approval Hearing, either in person or through counsel. If you intend to appear through counsel, you must include information identifying that counsel by name, bar number, address, and telephone number in your Objection. You may also come to the Final Approval Hearing on April 20, 2026, and make an objection at that time, regardless of whether you submitted a written Objection.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing on June 26, 2026, at 9:00 a.m., in Department 23 of the Sacramento County Superior Court, located at 720 Ninth Street, Sacramento, California 95814.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

13. Do I have to attend the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish, using the following access information for Department 23:

To join by Zoom link: https://saccourt-ca-gov.zoomgov.com/my/sscdept23- external link

To join by Room: Dept23a

To join by phone: (833) 568-8864 ID 16108301121

Further information regarding how to appear remotely can be found here: https://www.saccourt.ca.gov/civil/motions-hearings-general.aspx#alternatives. You may also call Class Counsel for more information.

14. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at https://www.phoenixclassaction.com/class-action-lawsuits/judgments/. You will also receive your portion of the Settlement by mail if you choose to not to exclude yourself.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and the Released PAGA Claims, if you are a PAGA Member. You will not be able to participate in any other lawsuit against Defendant or the Released Parties about the Released Class Claims and Released PAGA Claims. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to Legal Aid at Work, a non-profit organization.

GETTING MORE INFORMATION

16. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

17. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

Exhibit B

PHOENIX
CLASS ACTION ADMINISTRATION SOLUTIONS

July 28, 2025

CASE ASSUMPTIONS

Class Members	44
Opt Out Rate	1%
Opt Outs Received	0.44
Total Class Claimants	44
Subtotal Admin Only	**$5,883.95**

Flat Fee Total **$5,200.00**

For 44 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Spanish Translation, Printing & Mailing Included

Case: Ekeh v. Quality Technology Services, Opt-Out Administration

Phoenix Contact: Melissa Meade
Contact Number: 949.331.0865
Email: melissa@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan
Firm: Diverstiy Law Group
Contact Number: 213-488-6555
Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **44** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of $150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$150.00	1	$150.00
Call Center & Long Distance	$2.00	5	$10.00
NCOA (USPS)	$25.00	1	$25.00
		Total	**$585.00**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Website

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$100.00	2	$200.00
Data Merge & Duplication Scrub	$0.10	44	$4.40
Notice Packet & Opt-Out Form	$1.45	44	$63.80
Estimated Postage (up to 2 oz.)*	$0.84	44	$36.96
Static Website	$100.00	1	$100.00
Check Cashing Reminder Postcard Postage Included	$0.60	8	$4.80
		Total	**$409.96**

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

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$0.85	5	$4.25
Remail Notice Packets	$0.75	5	$3.75
Estimated Postage	$0.60	5	$3.00
Programming Undeliverables	$50.00	1	$50.00
		Total	**$171.00**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$150.00	2	$300.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	3	$165.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	2	$20.00
Case Manager	$85.00	2	$170.00
		Total	**$855.00**

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	1	$135.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	3	$405.00
Mail Class Checks *	$1.10	44	$47.92
Estimated Postage	$0.61	44	$26.57
		Total	**$1,114.49**

* 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	$115.00	4	$460.00
Remail Checks & Tax Forms (Postage Included)	$1.70	5	$8.50
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	3	$255.00
Conclusion Reports	$115.00	3	$345.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	3	$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,000.00	1	$1,000.00
Check to Cy-Pres	$150.00	1	Included
		Total	**$2,748.50**

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

Estimate Total:	**$5,883.95**

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.