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Attorneys for Plaintiff Janine Mireles, individually and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

JANINE MIRELES, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LODI MEMORIAL HOSPITAL
ASSOCIATION, INC.; ADVENTIST
HEALTH SYSTEM/WEST; and DOES 1
through 25, inclusive

Defendants.

Case No. STK-CV-UOE-2020-0004458
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Erin Guy Castillo
Department 10B

REPRESENTATIVE ACTION

**DECLARATION OF JONATHAN PAUL ON
BEHALF OF XPAND LEGAL CONSULTING
LLC, PROPOSED SETTLEMENT
ADMINISTRATOR**

Date: August 29, 2023

Time: 9:00 a.m.

Dept: 10B

Judge: Hon. Erin Guy Castillo

Complaint filed: June 2, 2020

Trial date: Not set

DECLARATION OF JONATHAN PAUL

I, Jonathan Paul, declare as follows:

1. I am a resident of the United States of America and am over the age of 21. I am the CEO for Xpand Legal Consulting LLC ("Xpand"), a legal administration service provider. I am preparing this declaration at the request of Plaintiff's Counsel. I have personal knowledge of the facts contained herein, and, if called upon to testify, I could testify accordingly.

2. Xpand has extensive experience in disseminating Class/PAGA Action notices and administering Class/PAGA Action settlements. This includes direct mail, telephone and online support, database management, form processing and fund distribution. The cases our team has administered have ranged from 17 to 350,000 Settlement Members. Attached as **Exhibit A**, is a true and correct copy of Xpand's CV, outlining our core competencies in legal administration.

3. If selected by the Parties and appointed by the Court to handle the administration of this case, Xpand understands its duties will include but are not limited to: (a) performing address location services to locate PAGA Settlement Member addresses; (b) prepare, print, and mail to PAGA Settlement Members an individual payment and notification of the matter ("settlement notice"); (c) provide call center support through a dedicated toll-free number where PAGA Settlement Members are able to speak to a representative regarding case information as well as establish a dedicated static website that posts pertinent case information;; (d) file all applicable tax documents; (e) file reports with the Court regarding settlement distribution; (f) handle any uncashed checks as authorized by the Court; and (g) performing other such duties as the parties and/or the Court may direct.

4. Upon appointment, Xpand will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from PAGA Settlement Members. After receiving the settlement data file from Defendant, that should contain the names, last known addresses, dates of employment during the PAGA Period, and social security numbers for the PAGA Settlement Members, Xpand will upload the data into a database, check for duplicates and other potential inconsistencies.

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1 5. While preparing to mail the settlement notice, Xpand will utilize the National
2 Change of Address ("NCOA") database, maintained by the United States Postal Service
3 ("USPS") to update or confirm the mailing addresses of PAGA Settlement Members. If an
4 updated address is found, Xpand will use the new address to mail the settlement notice. If
5 Xpand does not locate an updated address, it will use the original address provided by
6 Defendant for the mailing.

7 6. If any settlement notices are returned to Xpand's office as undeliverable, Xpand will
8 attempt to locate an updated address using industry standard skip trace databases and will
9 quickly remail the settlement notice.

10 7. Xpand's distribution process will include; (a) applying for case specific Employer
11 Identification Number ("EIN"); (b) establishing Qualified Settlement Fund ("QSF"); (c)
12 reconciling the QSF; (d) calculating payment amounts and applicable taxes, if any; (e)
13 distributing payments to eligible class members; (f) providing applicable tax forms, if any (e.g.
14 W2, 1099-MISC, 1099-INT, etc.); (g) performing other duties directed by the parties or court.

15 8. The services above are included in Xpand's cost estimate, which is attached to this
16 declaration as **Exhibit B** and reflects a not to exceed amount of \$9,795.00.

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18 I declare, under penalty of perjury under the laws of the State of California, that the
19 foregoing is true and correct. Executed this 21st day of July 2023, at Laguna Beach, California.
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EXHIBIT “A”



ABOUT XPAND

Xpand is a fast-growing legal administration firm. With over 20 years of industry experience, CEO, Jonathan Paul, leverages his subject matter expertise to ensure excellence is at the core of all we do. Starting his legal administration career as a Project Manager, he later advanced into positions such as Senior Vice President at one of the largest administrators in the country and President of Sales & Marketing for a long-standing boutique firm. He now works closely with the project and case teams to ensure best in class processes are followed.

COO, Tiffany Paul, comes with over a decade of experience at one of the largest consumer goods companies in the world. Coupled with the successful launch and scale of her own startups, Tiffany brings creative solutions to a field that has a tendency to be stuck in its ways and has improved dozens of processes during her tenure running legal administration projects.

The case management team has been involved in projects spanning several practice areas, including:

- Data Breach
- Consumer Protection
- Discrimination
- Mass Tort
- PAGA
- Personal Injury
- Product Liability
- Wage and Hour
- ERISA
- Antitrust

ABOUT OUR STRATEGY

Xpand's taking a fresh look at the processes and procedures that have dominated the legal administration space for decades and quickly finding there is plenty of opportunity to innovate.

We've partnered with industry leaders in HR, IT, printing, telecom, banking, and tax reporting to build solutions that meet the needs of any project. Whether it's a small wage & hour case in need of cost effective administration or a multi-tiered mass tort case in need of sophisticated implementation, Xpand has the solution. We spend the time understanding the clients' needs before deploying the right resources in as quickly as 24 hours, allowing law firms to continue their day to day without disruption.



ABOUT OUR SERVICES

Xpand is growing quickly and regularly adding services to our repertoire, but currently offers:

- Notification
- Project Management
- Print & Mail
- Call Center
- Legal Advertising
- Website Development
- Forms Processing
- Client Intake
- Address Location
- Data Management
- Qualified Settlement Fund (QSF) Management
- Fund Distribution
- Tax Reporting
- Medical Record Review
- Lien Resolution

ABOUT OUR EXPERIENCE

Cases the team has been involved in are:

- *Bahramipour v. Citigroup Global Markets, Inc.*, No. C 04-4440 CW (N.D. Cal. Feb. 22, 2006
- *Donohue v. AMN Services, LLC*, No. S253677, ___ P.3d ___, 2021 WL 728871 (Cal. Feb. 25, 2021)
- *Goddard, et al. v. Longs Drug Stores Corporation, et al.* Employee Overtime Litigation
- *Quintero v. Ready PAC Foods*, No. 20STCV48608 (Cal. Super. Ct. Los Angeles County)
- *Ramirez v. J.C. Penney Corporation*, Case No.: 6:14-cv-00601-RWS-KNM
- *Cynthia Isabel Mojica et al. v Ready Pac Foods, Inc. et al.*, (Case No. BC522170)
- *Lopez; Blevins; and Giron, vs. MOTEL 6* Case No.: 56-2020-00542312-CU-OE-VTA
- *In re iPod Cases*, Judicial Council Coordination Proceeding, No. 4355, Superior Court of California for San Mateo County
- *Frank v. United Airlines, Inc.* (9th Cir. 2000) 216 F.3d 845
- *Archie v. UPS*
- *Prata v. Bank One, N.A.* Superior Court of Los Angeles County No. BC211961
- *Edell v. Bank of America*,
- *Big Lots Overtime Cases (Bonaime v. PNS Stores)* Employee Overtime Litigation
- *Albrecht v. Rite Aid Corporation*, San Diego Superior Court Case No. 729219
- *Nash v. Red Lobster*, Superior Court of the State of California, County of Orange
- *Nash v. Olive Garden*, Superior Court of the State of California, County of Orange
- Mass Tort: Several medical device and pharmaceutical cases, which are confidential

EXHIBIT “B”

XPAND

Case Name: Lodi PAGA Settlement
 Date: June 13, 2023
 Client Name: Matthew Atlas
 Client Email: matlas@ckslaw.com
 Xpand Contact: Jonathan Paul
 Xpand Contact Email Address: jonathan@xpandlegal.com
 Xpand Contact Phone Number: 310.948.7117

**Cost Estimate for Legal Administration Services
 *Pricing Good for 90 Days
 Assumes Scope Within - Additional Services Priced Accordingly

Key Assumptions Used for Pricing	
Class Size	2,000
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	Yes
Spanish Translation	No
National Change of Address (NCOA)	Yes
Wage Tax Reporting	No
Number of States for Tax Reporting	N/A
Number of Payment Distributions	1
Tax Reporting Years	1
Remaining Funds After Distribution	State Controller

Case Setup				
Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	\$125.00	2	\$250.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	\$125.00	1	\$125.00
NCOA (Includes CASS & LACS)	Flat Fee	\$250.00	1	\$250.00
Spanish Translation	Flat Fee	\$0.00	0	\$0.00
Toll Free Telephone Support	Flat Fee	\$500.00	1	\$500.00
Static Website	Flat Fee	\$250.00	1	\$250.00
Total				\$1,375.00

**Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at \$125/hour.*

Project Management				
Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	\$125.00	3	\$375.00
Status Reporting (Ongoing & Final)	Hourly	\$150.00	1	\$150.00
Executive Oversight	Hourly	\$200.00	1	\$200.00
Total				\$725.00

Distribution				
Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	\$125.00	3	\$375.00
Data Analyst - Payment File Production & Quality Review	Hourly	\$125.00	2	\$250.00
Print & Mail Payments	Per Piece	\$1.00	2,000	\$2,000.00
USPS First Class Mail - 1oz	Per Piece	\$0.61	2,000	\$1,220.00
Undeliverable Payment Processing	Per Piece	\$3.00	200	\$600.00
Remail Payments (Undeliverable & Forwards)	Per Piece	\$5.00	260	\$1,300.00
Tax ID Setup & Shutdown	Flat Fee	\$250.00	1	\$250.00
Qualified Settlement Fund (QSF) Creation & Closure	Flat Fee	\$1,000.00	1	\$1,000.00
QSF Monthly Fees & Account Reconciliation	Per Piece	\$150.00	3	\$450.00
Process Remaining Funds to State Controller	Flat Fee	\$250.00	1	\$250.00
Total				\$7,695.00

Total Case Cost - Flat Fee:		\$9,795.00
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All services to be provided by Xpand Legal (hereinafter, "Xpand") to Client shall be subject to the following terms and conditions:

- **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are referenced. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not include any services not referenced in the request for proposal. These services do not constitute legal services or advice. Xpand is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
- **Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates and are subject to change. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to Xpand. Actual fees charged by Xpand to Client may be greater or less than the estimate, and Client shall be responsible for the payment of all charges and expenses in accordance with Section 5 below. Charges incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
- **Payment of Charges:** Xpand agrees to defer payment of fees for up to 48 months or until settlement is reached, whichever is earlier. Xpand invoices are due upon receipt unless otherwise negotiated and agreed to with the Client. The entire remaining balance is due and payable at the time the Account is funded by. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement or case status, do not affect the Client's liability to Xpand for payment of services. Services are not provided on a contingency fee basis.
- **Indemnification:** Client will indemnify and hold Xpand (and the officers, employees, affiliates and agents harmless against any losses incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any aspect of the project by Xpand in accordance with Client's instructions.
- **Confidentiality:** Xpand maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to Xpand by Client. Should Xpand ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse Xpand for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.
- **Data Rights:** Xpand does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.
- **Document Retention:** Unless directed otherwise in writing by Client, Xpand will maintain documents and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.
- **Limitation of damages:** Xpand is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of Xpand to the Client shall not exceed the total amount billed to the Client for the services that give rise to any loss.
- **Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to Xpand. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Xpand may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.
- **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
- **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand's reasonable control, then such performance shall be excused and this Agreement, at Xpand's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
- **Waiver of Rights:** No failure or delay on the part of either party in exercising any right will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing.
- **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
- **Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.