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7 Attorneys for Plaintiffs

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF ORANGE

11 JAMES LAWSON, individually and on behalf of  
12 all others similarly situated,

13 Plaintiffs,

14 vs.

15 CONSUMER PORTFOLIO SERVICES, INC., a  
California Corporation; and DOES 1-50, inclusive

16 Defendants.

Case No.: 30-2018-01021149-CU-OE-CXC

**SUPPLEMENT TO PLAINTIFF'S MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS AND REPRESENTATIVE ACTION  
SETTLEMENT**

Date: January 19, 2024  
Time: 1:30 p.m.  
Dept: CX103  
Before: Hon. Lon Hurwitz

1 Plaintiff filed an unopposed motion for preliminary approval of the class and representative  
2 action settlement on August 4, 2023. The Court issued an order on October 13, 2023, identifying  
3 issues with the settlement agreement, notice, and proposed order. Plaintiff submits this supplement to  
4 address the Court's concerns.

5 **As to the Settlement:**

6 Issue 1: The definition of Class Period (Agr. ¶ 11) needs to be revised as it vague and  
7 undefined, i.e., “[i]t is the period to which the Release of Claims Applies.” This period should be  
8 limited to the “Released California Claims.”

9 **Response: The definition of “Class Period” has been revised to: the “time period from**  
10 **September 24, 2014 through August 29, 2023. It is the period to which the Released California**  
11 **Claims applies,” limiting the time period to the Released California Claims. See Amendment to**  
12 **Agreement for Settlement of Class and PAGA Claims (“Amendment”) ¶ 1, attached hereto as**  
13 **Exhibit 1.**

14 Issue 2: Paragraph 51(g)) states the award amount “[w]ill be based on” workweeks. This is  
15 imprecise. It should affirmatively state how the amounts will be calculated. In other words, the precise  
16 formula should be made express in the actual Settlement.

17 **Response: Paragraph 51(g) of the Settlement Agreement has been revised to: “The Net**  
18 **Settlement Fund from which Eligible Class Members will receive their Class Member Award.**  
19 **Class Member Awards will be calculated using a percentage from dividing the Eligible Class**  
20 **Member’s Work Weeks by the total Eligible Class Member Work Weeks,” which provides the**  
21 **precise formula for calculating the award amount. See Amendment ¶ 5.**

22 Issue 3: The “Additional Settlement Payment” referenced in Agr. ¶ 52 is undefined.  
23 Presumably it is the PAGA payment, but this needs to be clarified.

24 **Response: The inclusion of “Additional Settlement Payment” was an inadvertent mistake**  
25 **and has been deleted from Paragraph 52 of the Settlement Agreement. See Amendment ¶ 6.**

26 Issue 4: Wages comprise the bulk of the overall valuation and part of the individual settlement  
27 payments is considered wages owed and thus the property of the class members. Accordingly,  
28

1 uncashed checks should be held in the State Controller’s Unclaimed Property Fund in the name of the  
2 class member rather than redirected to a cy pres.

3 **Response: Paragraph 53(d) of the Settlement Agreement is revised to change the *cy pres***  
4 **recipient to the State Controller’s Office’s Unclaimed Property Division to be held as unclaimed**  
5 **funds in the Eligible Class Members’ names. See Amendment ¶ 7.**

6 Issue 5: The Court requires an actual estimate or quote from the proposed Administrator.

7 **Response: The quote submitted by Atticus is attached hereto as Exhibit 2.**

8 Issue 6: Section 664.6 should be made express as the Court “shall retain jurisdiction to enforce  
9 the Agreement” lacks precision. (Agr. ¶ 14.)

10 **Response: The definition of “Court” has been revised to: “the Superior Court of the State**  
11 **of California in the County of Orange, which shall retain jurisdiction pursuant to California**  
12 **Code of Civil Procedure section 664.6(a) to enforce this Agreement.” See Amendment ¶ 2.**

13 Issue 7: As to the Class and PAGA releases, Labor codes 221,222,223,225.5, 551, and 1182.12  
14 are not in the LWDA letter or alleged the FAC. Why should they be expressly released and what, if  
15 any, valuation was done?

16 **Response: The definitions of “Released California Claims” and “Released PAGA Claims”**  
17 **have been revised to remove references to Labor codes 221, 222, 223, 225.5, 551, and 1182.12.**  
18 **See Amendment ¶¶ 3-4.**

19 Issue 8: As to the Class Release, the language “any related damages, penalties, restitution,  
20 equitable relief, disgorgement, interest or attorneys' fees that arose during the Class Period” makes the  
21 release vague and overbroad and it should be deleted.

22 **Response: The definition of “Released California Claims” has been revised to delete that**  
23 **language. See Amendment ¶ 3.**

24 Issue 9: The Class Release is reasonably interpreted to include the FLSA claim as it was  
25 alleged in the FAC. If, as it appears, no value has been given for that claim for class members, why  
26 should this claim be released?

1           **Response: The definition of “Released California Claims” has been revised to delete**  
2 **reference to federal law. The release now reads: “any and all claims, rights, demands, liabilities,**  
3 **and causes of action of any kind, whether known or unknown including any violation of common**  
4 **law, California law or local law, which were or could have been raised in the Action based on the**  
5 **facts alleged in the complaints, including but not limited to claims based on California Labor**  
6 **Code sections 201, 202, 203, 204-204b, 210, 226, 226.2, 226.3, 226.7, 256, 510, 512, 558, 1174,**  
7 **1194, 1194.2, 1197, 1197.1, and 1198 California Code of Regulations, Title 8 Sections 11000 and**  
8 **11090, the applicable Industrial Welfare Commission (IWC) Wage Orders, Business &**  
9 **Professions Code sections 17200 *et seq.* This provision is only applicable to Eligible Class**  
10 **Members.” See Amendment ¶ 3.**

11           Issue 10: As to the PAGA Release, the phrase “[r]elating to” renders the release vague and  
12 overbroad. The PAGA release should be limited to claims for civil penalties under Cal. Labor Code §  
13 2698 *et seq.* as alleged in the operative complaint, the LWDA notice, or which could have been  
14 brought based on the factual allegations therein.

15           **Response: The definition of “Released PAGA Claims” has been revised to delete “relating**  
16 **to” and limits the release to penalties as alleged in the operative complaint, the LWDA notice, or**  
17 **which could have been brought based on the factual allegations therein. The release now reads:**  
18 **“any claims for civil penalties under the California Private Attorneys General Act, California**  
19 **Labor Code section 2698 *et. seq.* for violations listed and based on the facts alleged in Plaintiff**  
20 **Lawson’s June 4, 2018 letter to the California Labor & Workforce Development Agency or the**  
21 **First Amended Complaint, or which could have been brought based on the factual allegations**  
22 **therein, including violations of California Labor Code sections, 201, 202, 203, 204-204b, 210, 226,**  
23 **226.2, 226.3, 226.7, 256, 510, 512, , 558, 1714, 1714.5, 1194, 1194.2, 1197, 1197.1, 1198, that**  
24 **accrued during the Aggrieved Employees’ employment during the PAGA Period.” See**  
25 **Amendment ¶ 4.**

26           Issue 11: Counsel must provide proof the FAC and Preliminary Approval papers were timely  
27 served on the LWDA.

1           **Response: A screenshot showing the upload of the First Amended Complaint, Settlement**  
2 **Agreement, and Motion for Preliminary Approval of Settlement to the LWDA website is**  
3 **attached hereto as Exhibit 3.**

4           Issue 12: Are there any fee-sharing, referral fee, or like agreements related to this action? If so,  
5 explain.

6           **Response: There are no fee-sharing, referral fee, or like agreements related to this action.**

7 **As to the Notice:**

8           Issue 13: Both releases are reproduced in the Notice and, accordingly, the same problems  
9 identified above apply. Additionally, the Court prefers the use of simplified versions of releases in the  
10 Notice.

11           **Response: The Releases in the Notice have been updated to match those in the Settlement**  
12 **Agreement and simplified. See Notice of Class Action Settlement ¶ 11, submitted herewith.**

13           Issue 14: As to the request for exclusion form, it should differentiate the PAGA portion of the  
14 Settlement and include a statement that a PAGA payment will be made regardless.

15           **Response: The statement on the request for exclusion form has been revised to read: “I**  
16 **WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT IF**  
17 **I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE A**  
18 **CLASS MEMBER AWARD. HOWEVER, I WILL STILL RECEIVE A PAGA AWARD IF**  
19 **ELIGIBLE.” See Notice of Class Action Settlement, Class Member Opt-Out Form.**

20           Issue 15: Counsel or the Administrator needs to make a copy of the Final Judgment available  
21 for at least 90 days after it is entered and the Notice should state the location it can be accessed and for  
22 what length of time.

23           **Response: Counsel will make a copy of the Final Judgment available for at least 90 days**  
24 **after it is entered. Paragraph 19 of the Notice has been revised to state that the Final Judgment**  
25 **will be available at the same website where the Settlement Agreement will be made available, for**  
26 **at least 90 days after it is entered.**

1 Issue 16: The Notice should include the Court’s information as another information source (¶  
2 20), i.e., <https://www.occourts.org/>. Additionally, as to the Final Approval hearing (¶ 17), this  
3 Department and the physical address (751 West Santa Ana Blvd., Santa Ana, CA 92701) should be  
4 identified.

5 **Response: Paragraph 20 has been revised to add the Court’s information as another**  
6 **information source. Paragraph 17 has been revised to include Department CX 103 and the**  
7 **court’s address for the location of the final approval hearing. See Notice.**

8 Issue 17: The Notice should correctly state what happens to uncashed checks. (¶ 7.)

9 **Response: Paragraph 7 is revised to add “The Class Administrator will then report the**  
10 **uncashed amount to the State Controller’s Office’s Unclaimed Property Division to be held as**  
11 **unclaimed funds in your name.” See Notice.**

12 **As to the Proposed Order:**

13 Issue 18: There are several pages worth of unnecessary and/or confusing language. Pages 1:9–  
14 2:23 and 3:7–9:5 should be deleted.

15 **Response: The language has been deleted. See Revised Proposed Order, submitted**  
16 **herewith.**

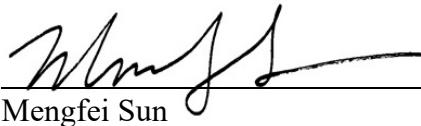
17 Issue 19: Counsel should propose a date for the Final Approval hearing.

18 **Response: Counsel proposes May 24, 2024 for the Final Approval hearing. See Revised**  
19 **Proposed Order at 4, submitted herewith.**

20  
21 Dated: November 28, 2023

Respectfully submitted,

22 GOLDSTEIN, BORGEN, DARDARIAN & HO

23   
24 \_\_\_\_\_  
Mengfei Sun

25 Attorneys for Plaintiffs  
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# Exhibit 1

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7 Attorneys for Plaintiff, Opt-in Plaintiff and Settlement Class

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12 Attorneys for Defendant

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF ORANGE

15 JAMES LAWSON, individually and on behalf of  
16 all others similarly situated,

17 Plaintiffs,

18 vs.

19 CONSUMER PORTFOLIO SERVICES, INC., a  
20 California Corporation; and DOES 1-50, inclusive

21 Defendants.  
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Case No.: 30-2018-01021149-CU-OE-CXC

**AMENDMENT TO AGREEMENT FOR  
SETTLEMENT OF CLASS AND PAGA  
CLAIMS**



1 Pursuant to the Court’s instructions in its minute order issued October 13, 2023, this  
 2 Amendment revises the Agreement for Settlement of Class and PAGA Claims (“Settlement  
 3 Agreement”) entered into by Plaintiff James Lawson and Opt-in Plaintiff Christopher J. Daniels, on  
 4 one hand, and Defendant Consumer Portfolio Services, Inc (“CPS” or “Defendant”) on the other  
 5 (collectively the “Parties”), which was fully executed on August 3, 2023. The Parties have agreed to  
 6 adopt the changes shown below, deleting the text that is in red and crossed out and adding the text that  
 7 is in red and underlined.

### 8 SECTION 1: RECITALS

9 No revisions are made to Section 1.

### 10 SECTION 2: DEFINITIONS

11 The following defined terms used in the Settlement Agreement are revised as follows:

12 1. Class Period (Settlement Agreement ¶ 11). “Class Period” is revised as follows: “time  
 13 period from September 24, 2014 through August 29, 2023 ~~or the date of preliminary approval,~~  
 14 ~~whichever first occurs~~. It is the period to which the ~~Release of Claims~~ Released California Claims  
 15 applies.”

16 2. Court (Settlement Agreement ¶ 14). “Court” is revised as follows: “the Superior Court  
 17 of the State of California in the County of Orange, which shall retain jurisdiction pursuant to California  
 18 Code of Civil Procedure section 664.6(a) to enforce this Agreement.”

19 3. Released California Claims (Settlement Agreement ¶ 36). “Released California  
 20 Claims” is revised as follows: “any and all claims, rights, demands, liabilities, and causes of action of  
 21 any kind, whether known or unknown including any violation of common law, California law, or local  
 22 law, ~~and/or federal law~~ which were or could have been raised in the Action based on the facts alleged  
 23 in the complaints, including but not limited to claims based on California Labor Code sections 201,  
 24 202, 203, 204-204b, 210, ~~221, 222, 223, 225.5,~~ 226, 226.2, 226.3, 226.7, 256, 510, 512, ~~551,~~ 558,  
 25 1174, ~~1182.12,~~ 1194, 1194.2, 1197, 1197.1, and 1198, California Code of Regulations, Title 8 Sections  
 26 11000 and 11090, the applicable Industrial Welfare Commission (IWC) Wage Orders, Business &  
 27 Professions Code sections 17200 *et seq.*, ~~and any related damages, penalties, restitution, equitable~~

1 ~~relief, disgorgement, interest or attorneys' fees that arose during the Class Period.~~ This provision is  
2 only applicable to Eligible Class Members.”

3 4. Released PAGA Claims (Settlement Agreement ¶ 37). “Released PAGA Claims” is  
4 revised as follows: “any claims ~~relating to~~ for civil penalties under the California Private Attorneys  
5 General Act, California Labor Code section 2698 *et. seq.* for violations listed and based on the facts  
6 alleged in Plaintiff Lawson’s June 4, 2018 letter to the California Labor & Workforce Development  
7 Agency or the First Amended Complaint, or which could have been brought based on the factual  
8 allegations therein, including violations of California Labor Code sections, 201, 202, 203, 204-204b,  
9 210, ~~221, 222, 223, 225.5,~~ 226, 226.2, 226.3, 226.7, 256, 510, 512, ~~551,~~ 558, 1714, 1714.5, ~~1182.12,~~  
10 1194, 1194.2, 1197, 1197.1, 1198, that accrued during the Aggrieved Employees’ employment during  
11 the PAGA Period.”

### 12 **SECTION 3: TERMS AND CONDITIONS OF SETTLEMENT**

13 The terms and conditions of the class settlement are revised as follows:

14 5. Allocation of Gross Settlement Amount Among LWDA, Eligible Class Members, Class  
15 Counsel, and Plaintiff, and Opt-in Plaintiff (Settlement Agreement ¶ 51) Subsection (g) of paragraph  
16 51 is revised as follows: “The Net Settlement Fund from which Eligible Class Members will receive  
17 their Class Member Award. Class Member Awards will be ~~based on each Eligible Class Member’s~~  
18 ~~Work Weeks in relation to the total Eligible Class Member Work Weeks~~ calculated using a  
19 percentage from dividing the Eligible Class Member’s Work Weeks by the total Eligible Class  
20 Member Work Weeks.”

21 6. Payment of the Gross Settlement Amount and Distributions of Net Settlement Fund  
22 (Settlement Agreement ¶ 52). Paragraph 52 is revised as follows: “Upon entry of the Preliminary  
23 Approval Order, the Class Administrator shall forthwith establish all financial accounts necessary to  
24 establish the Qualified Settlement Fund. Within seven (7) calendar days of the Effective Date or such  
25 other date as the Court orders, Defendant shall deposit with the Class Administrator funds that are  
26 reasonable and necessary to pay for the Gross Settlement Amount, ~~the Additional Settlement Payment,~~  
27 plus Defendant’s share of payroll taxes. Checks shall be mailed by the Class Administrator within  
28

1 seventeen (17) calendar days of the Effective Date. At Class Counsel's request, the Class  
2 Administrator shall pay any award to Class Counsel by check or by wire transfer, without charge, into  
3 such financial institution accounts as Class Counsel direct.”

4       7.     Taxation and Withholding; Uncashed Settlement Checks (Settlement Agreement ¶ 53).  
5 Subsection (d) of paragraph 53 is revised as follows: “*Check Expiration and Refunds.* The expiration  
6 date of any instruments of payment (such as checks) issued by the Class Administrator to Eligible  
7 Class Members will be one hundred eighty (180) calendar days from the date such instruments are  
8 issued. The amount of any instruments of payment that are not cashed, reissued, and/or otherwise  
9 negotiated by Eligible Class Members within one hundred eighty (180) calendar days of the date of  
10 mailing of the settlement checks or which are then undeliverable, shall go to ~~ex-pres-recipient, Young~~  
11 ~~Women’s Freedom Center (<https://youngwomenfree.org/investing-in-young-people/>), an organization~~  
12 ~~that empowers young people through providing quality mentorship, training, and employment~~  
13 ~~opportunities to enable them to meet their economic needs and work on financial freedom, builds the~~  
14 ~~power of young people to organize and advocate for system change, and provides sacred space and~~  
15 ~~access for young people to explore healing practices and build confidence, agency, and power. With~~  
16 ~~locations in Contra Costa County, Los Angeles, Oakland, San Francisco, and Santa Clara County,~~  
17 ~~Young Women’s Freedom Center qualifies as a “child advocacy program” under C.C.P. 382(b). the~~  
18 ~~State Controller’s Office’s Unclaimed Property Division to be held as unclaimed funds in the Eligible~~  
19 ~~Class Members’ names.~~ Following the date of expiration of all of the Class Member Award checks,  
20 the Class Administrator shall provide to Class Counsel and Defendant’s Counsel a Class  
21 Administrator Declaration attesting that it has mailed the settlement checks to Eligible Class Members  
22 and caused the amounts of any uncashed settlement checks to ~~go to the ex-pres-recipient~~  
23 ~~to the Unclaimed Property Division.~~ The Class Administrator shall ~~distribute funds to the ex-pres~~  
24 ~~recipient~~ report funds to the Unclaimed Property Division within 30 calendar days of the expiration of  
25 the check.”

26           It is so agreed.

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Dated: 11/7/2023

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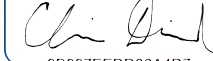


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James Lawson, Plaintiff

Dated: 11/9/2023

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Christopher J. Daniels, Opt-in Plaintiff

Dated:

Mike Lavin, on behalf of Defendant Consumer Portfolio Services, Inc.

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James Lawson, Plaintiff

Dated:

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Christopher J. Daniels, Opt-in Plaintiff

Dated:

11-14-23



\_\_\_\_\_  
Mike Lavin, on behalf of Defendant Consumer  
Portfolio Services, Inc.

# Exhibit 2

Atticus Administration, LLC  
Mike Gelhar  
Director of QSF & Treasury Services

**Lawson v. Consumer Portfolio Services**

Prepared for

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**Byron R. Goldstein | Attorney**  
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155 Grand Avenue, Suite 900  
Oakland, CA 94612



Class Action Administration

Estimate E2023-06-E33  
Lawson v. Consumer Portfolio Services

Prepared on July 12, 2023  
By Mike Gelhar | Atticus Administration LLC

# Estimate Summary

## Atticus Services & Cost Description

|  |                |
|--|----------------|
| NOTICE MAILING-Mailed First Class  | \$1,457        |
| <i>Initial Notice, 10-pages</i>  | Included       |
| <i>Undeliverable/Return Mail Processing</i>                              | Included       |
| <i>English only</i>  | Included       |
| PROJECT MANAGEMENT/ADMIN FEES/Technical                                  | \$2,760        |
| COMMUNICATIONS   | \$513          |
| <i>PO Box rental</i>   | Included       |
| <i>IVR, 800#, live operators</i>   | Included       |
| <i>correspondence, out-outs, objections</i>                              | Included       |
| FUND, TAX, REPORTING   | \$1,313        |
| <i>setup QSF, file annual tax returns</i>                                | included       |
| DISTRIBUTION   | \$2,851        |
| <i>check printing, payment calculation &amp; verification, bank fees</i> | included       |
| <i>Small Case Discount</i>   | <b>(\$317)</b> |

**TOTAL: \$8,577**

## Key Assumptions

- Class Size: **30 class members.**
- Notices in English (10 pages).
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches (skip-tracing).
- Communications includes various mail correspondence.
- Communications includes dedicated 800#, live operators and IVR.
- Employment reporting for one state (CA)
- Class Member reporting will consist of W2's and/or 1099's.
- Includes one distribution to class members.
- Not to Exceed \$10,000 in Administrative Fees.

PRINT NAME

ROLE

Client Signature

Date

*By signing above, I understand and agree to the pricing terms and services to be provided by Atticus Administration for the stated project.*

**Payment Terms:**  
 40% payable at Notice  
 60% payable at Distribution

**PLEASE NOTE:** *This estimate and pricing is for the services stated herein and is valid for 30 days from the date of the estimate. If the Settlement Agreement or other service scope document(s) require additional services not included or priced in this estimate, we will separately price those scope changes and submit an updated quote prior to proceeding with the work.*





# Detailed Budget

## Atticus Services & Cost Description

| DESCRIPTION   |    | UNITS        |                   | SUBTOTAL       |
|---|----|--------------|-------------------|----------------|
| <b>NOTICE MAILING (Data Cleansing &amp; Analysis) Mailed First Class</b>            |    | <b>30</b>    | <b>Class Mbrs</b> | <b>\$1,457</b> |
| <i>Class Data List - Cleaning &amp; Processing</i>                                  |    | 4.00         | Hrs               | \$494          |
| <i>Class Notice Review - Proof/Finalize/Print Set-Up</i>                            |    | 4.00         | Hrs               | \$494          |
| <i>PRINTING Class Notice 10 pgs: 5 shts doublesided</i>                             | 10 | 300          | Printed Pages     | \$419          |
| <i>Postage Stamp (within 1 ounce max weight)</i>                                    |    | 30           | ct to mail        | \$19           |
| <i>Undeliverable/ NCOA /Return Mail Processing &amp; Remail (10%)</i>               |    | 3            | 10% of class      | \$24           |
| <i>Notice Request Re-Mailing</i>  |    | 1            | 3% of class       | \$7            |
| <b>PROJECT MANAGEMENT</b>   |    | <b>21</b>    | <b>hrs</b>        | <b>\$2,415</b> |
| <b>TECHNICAL SET UP (includes project kick-off)</b>                                 |    | <b>3</b>     | <b>hrs</b>        | <b>\$345</b>   |
| <b>COMMUNICATIONS</b>   |    |              |                   | <b>\$513</b>   |
| <i>Telephone - Set-Up + Monthly Fee</i>   |    | 6 Months     |                   | \$195          |
| <i>Telephone - Messages/IVR and live support</i>                                    |    | 6 Months     |                   | \$182          |
| <i>PO Box - Setup &amp; Monthly Fee</i>   |    | 6 Months     |                   | \$100          |
| <i>Correspondence - Mail</i>  |    | various      |                   | \$37           |
| <b>FUND, TREASURY &amp; TAX Reporting</b>   |    |              |                   | <b>\$1,313</b> |
| <i>Set-Up QSF</i>   |    | 2.00         | Hrs               | \$260          |
| <i>Prepare/File Annual Fund Return, Payroll, Unemployment, Wage &amp; Tax Forms</i> |    | 8.00         | Hrs               | \$1,040        |
| <i>Print 1099 &amp; W2's</i>  |    | 30           | 1099's W2's       | \$13           |
| <b>DISTRIBUTION, Payment Calculations &amp; Reporting</b>                           |    |              |                   | <b>\$2,851</b> |
| <i>Cover Letter &amp; Check - Design/Review/Finalize</i>                            |    | 4.00         | Hrs               | \$494          |
| <i>Payment Data - Calculate &amp; Verify Payments</i>                               |    | 6.00         | Hrs               | \$741          |
| <i>Prepare Payment Reports</i>  |    | 4.00         | Hrs               | \$494          |
| <i>Check - Print Set-up/Printing/Mail Prep</i>                                      |    | 30           |                   | \$195          |
| <i>Check Mailing Postage (will be 1x mailings)</i>                                  |    | 30           | mailed            | \$19           |
| <i>Check - Undeliverable/ NCOA /Return Mail Processing &amp; Remail (7% Return)</i> |    | 4            | 7.0% est.         | \$173          |
| <i>Bank Fees (Account Set-Up &amp; Monthly Fee)</i>                                 |    | 6 months     |                   | \$735          |
| <b>DATA STORAGE</b>   |    | <b>n/a</b>   |                   | <b>\$0</b>     |
| <b>Small Case Discount</b>  |    |              |                   | <b>(317)</b>   |
|   |    | <b>TOTAL</b> |                   | <b>\$8,577</b> |

## Operating Assumptions

- Class Size: **30 class members.**
- Class Notice form 10 pages for each notice (English only) double sided printing, Price includes postage and handling fees.
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches, and skip tracing if required.
- All class members that do not Opt-Out will received a check and tax document(s).
- Communications includes, PO BOX, Mail Correspondence,
- Communications includes 800# with live phone operators and IVR.
- Project management assumes 24 hours at a blended rate of \$115 per hour. Includes summary reporting on a weekly basis.
- Qualified Settlement fund assumes 6 months. Price tax reporting both state and federal returns. All bank fees are included in pricing.
- Disbursement includes positive pay "anti-fraud" features.
- Not to Exceed \$10,000 in Administrative Fees



# Thank you



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Director of QSF & Treasury Services

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# Exhibit 3

## PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

### Case Information

**Case Number:** LWDA-CM-543261-18  
**Plaintiff for PAGA Case:** James Lawson  
**Filer/Attorney for PAGA Case:** Byron Goldstein  
**Law Firm for PAGA Plaintiff:** Goldstein, Borgen, Dardarian & Ho  
**Employer:** Consumer Portfolio Services, Inc.  
**Date Case Received:**  
**Filer for Employer:**  
**Employer Filer Firm:**  
**Court Type:** California Superior Courts  
**Court Name:** Orange County Superior Court  
**PAGA Court Case Number:** 30-2018-01021149-CU-OE-CXC  
**Violation Type:**  
**Related BOFE Case:**

### Attachments

| Attachment Name   | Description   | Date Submitted     | Type                |
|---|---|--------------------|---------------------|
| Additional Document Submitted with Proposed Settlement on 10/12/2023 02:34:08 PM by Mengfei Sun | Memorandum of Points and Authorities in Support of Plaintiffs Motion for Preliminary Approval.PDF | 10/12/2023 9:34 PM | Proposed Settlement |
| Court Complaint Submitted on 09/27/2018 04:04:39 PM by Laura                                    | Lawson v Consumer Portfolio Services, Inc. - File-Stamped Copy of Complaint.pdf                   | 9/27/2018 11:04 PM | Court Complaint     |
| Court Complaint Submitted on 10/17/2023 02:47:36 PM by Mengfei Sun                              | CPS First Amended Complaint.PDF   | 10/17/2023 9:47 PM | Court Complaint     |
| Proposed Settlement Submitted on 10/12/2023 02:34:08 PM by Mengfei Sun                          | Executed Lawson Settlement Agreement.PDF  | 10/12/2023 9:34 PM | Proposed Settlement |