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of other members of the general public similarly situated

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Attorneys for Defendant

USP MISSION HILLS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TAMARA WHITMER, in a Representative
capacity only, and on behalf of other members
of the general public similarly situated,

Plaintiff,

vs.

USP MISSION HILLS, INC., a California
Corporation; and DOES 1-10, inclusive

Defendants.

Case No. 20CHCV00209

**DECLARATION OF TAYLOR MITZNER
ON BEHALF OF SETTLEMENT
ADMINISTRATOR IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
SETTLEMENT**

Dept: 11

Judge: Hon. David S. Cunningham

1 I, **Taylor Mitzner**, declare as follows:

2 1. I have personal knowledge of the facts set forth herein and if called upon to
3 testify, I could and would do so competently under oath.

4 2. I am employed by Phoenix Settlement Administrators (“Phoenix”), as a Case
5 Manager.

6 3. Phoenix was selected by the Parties to provide notice of the Settlement and perform
7 class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA
8 Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for:
9 (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii)
10 responding to inquiries from Class Members; (iii) calculating the number of weeks each Class
11 Member worked during the period from March 18, 2016 to December 31, 2021 (“Class Period”)
12 and the number of workweeks that each Aggrieved Employee worked during the time period from
13 January 6, 2019 to December 31, 2021 (“PAGA Period”); (iv) determining the validity of letters
14 indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written
15 objections to the Class Settlement (“Objections”), and/or dispute regarding the number of
16 Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the
17 Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual
18 Settlement Payments and distributing them to Settlement Class Members and Individual PAGA
19 Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees
20 and costs, the Enhancement Payments to both Plaintiffs, and the employer/employee payroll taxes
21 to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement
22 Agreement or as the Parties mutually agree or as the Court orders.

23 4. On January 13, 2023, Phoenix received a data file from Defense Counsel that
24 contained names, last known mailing addresses, Social Security numbers, and Workweeks for each
25 Class Member during the Class and PAGA Periods (“Class List”) . The final mailing list contained
26 two hundred twenty-four (224) individuals identified as Class Members.

27 5. On January 19, 2023, Phoenix conducted a National Change of Address (“NCOA”)
28 search in an attempt to update the class list of addresses as accurately as possible. A search of this

1 database provides updated addresses for any individual who has moved in the previous four (4)
2 years and notified the U.S. Postal Service of their change of address.

3 6. On January 20, 2023, Phoenix mailed the Notice via U.S. first class mail to all two
4 hundred twenty-four (224) Class Members on the Class List. The deadline to request exclusion
5 from the Settlement, object to the Settlement, or submit a Workweek dispute was March 6, 2023. A
6 true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

7 7. As of the date of this declaration, twelve (12) Notices have been returned to
8 Phoenix. None were returned with a forwarding address. For the twelve (12) Notices returned from
9 the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
10 address using TransUnion TLOxp, one of the most comprehensive address databases available for
11 skip tracing. Of the twelve (12) Notices that were skip traced, eleven (11) updated addresses were
12 obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

13 8. As of the date of this declaration, one (1) Notice remains undeliverable since an
14 updated address could not be obtained via skip trace.

15 9. As of the date of this declaration, Phoenix has received zero (0) Requests for
16 Exclusion from Class Members.

17 10. As of the date of this declaration, Phoenix has received zero (0) Notices of
18 Objection from Class Members.

19 11. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
20 from Class Members.

21 12. There are two hundred twenty-four (224) Class Members who did not submit timely
22 and valid Requests for Exclusion and are therefore deemed Settlement Class Members,
23 representing 100% of the Class. Settlement Class Members have worked a collective total of
24 fifteen thousand seven hundred forty-two (15,742) Workweeks during the Class Period. Each
25 Workweek is valued at approximately \$10.67.

26 13. The Net Settlement Amount of \$167,891.10 available to pay Settlement Class
27 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$125,000.00),
28 and Class Counsel costs (\$10,358.90), requested Enhancement Payment to Plaintiff Whitmer

(\$5,000.00), the PAGA Amount (\$60,000.00), and the requested Settlement Administration Costs (\$6,750.00) from the Gross Settlement Amount (\$375,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately \$3,199.55, the lowest Individual Settlement Share to be paid is approximately \$10.67, while the average Individual Settlement Share to be paid is approximately \$749.51. 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”).

15. Additionally, \$60,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or \$45,000.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or \$15,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are one hundred seventy-three (173) Aggrieved Employees who worked a total of nine thousand one hundred seventy-five (9,175) Workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$253.41, and the average Individual PAGA Payment to be paid is approximately \$86.71.

16. Pursuant to the Settlement, the employer-side taxes on the Individual Settlement Shares will be deducted from the Gross Settlement Amount.

17. Phoenix’s costs associated with the administration of this matter are \$6,750.00. 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**.

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1 I declare under penalty of perjury under the laws of the United States and state of California
2 that the foregoing is true and correct.

3 Executed on March 1, 2023 at Orange, California.
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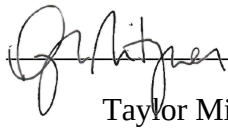
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Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

TAMARA WHITMER, individually, in a Representative capacity, and on behalf of other members of the public similarly situated, Plaintiff, vs. USP MISSION HILLS, INC., a California Corporation, and Does 1-10, inclusive, Defendants.	CASE NO.: 20CHCV00209 JUDGE: Honorable David S. Cunningham DEPARTMENT: 11 NOTICE OF CLASS ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Tamara Whitmer v. USP Mission Hills, Inc.*, Case No. 20CHCV00209 (the “Action”).

This notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) to advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of USP Mission Hills, Inc. (“USP Mission Hills”) indicate that you are a current or former USP Mission Hills employee who worked in California as a non-exempt employee during the time period of March 18, 2016, to December 31, 2021 (the “Class”). As a result, **you are eligible to receive a portion of the settlement amount.**

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the Settlement will **not** affect your employment with USP Mission Hills in any way whatsoever.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

In March 2020, a former USP Mission Hills employee in California filed a lawsuit in which she alleged violations of California wage-and-hour laws on a representative basis as to all of USP Mission Hills’s current and former non-exempt employees in California, seeking civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”) for the following alleged violations: (1) meal and rest period violations; (2) minimum wage violations; (3) overtime violations; (4) wage statement violations; (5) failure to reimburse; and (6) failure to pay wages upon separation. The individual who is suing USP Mission Hills is referred to in this document as “Plaintiff.” Plaintiff’s attorneys, Sullivan & Yaeckel Law Group, APC, have been litigating the Action in State Court prior to this settlement.

As part of the settlement, USP Mission Hills has also agreed to allow Plaintiff to add claims to the Action on behalf of a Class of non-exempt California employees since March 18, 2016, for the alleged substantive legal violations stated above.

USP Mission Hills claims that the members of the Class have been paid all monies that were due to them, maintains that it has complied with California’s wage-and-hour laws, and denies all wrongdoing.

The Court has not ruled on whether Plaintiff’s allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and USP Mission Hills have negotiated a settlement whereby USP Mission Hills has agreed to pay **\$375,000.00** to resolve the matter. As a Class Member, you are eligible to receive a portion of this amount.

This settlement is **not** an admission by USP Mission Hills of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All persons who were employed by and worked for USP Mission Hills as non-exempt employees in California at any time during the time period of March 18, 2016, to December 31, 2021 (the “Class Period”).

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties’ proposed settlement, the following will occur if the settlement is given final approval by the Court:

USP Mission Hills will pay **Three Hundred Seventy-Five Thousand Dollars** (\$375,000.00) to settle the claims of all Class Members.

A settlement administrator has been appointed by the Court to administer the settlement. The settlement administrator will pay from the \$375,000.00: (1) Plaintiff’s counsel’s attorneys’ fees, up to one-third of the settlement value (or \$125,000.00); (2) Plaintiff’s costs of litigation, up to the amount of \$15,000.00; (3) The expenses of administering the settlement, up to the amount of \$6,750.00; (4) An enhancement award of up to \$5,000.00 for Plaintiff’s role in pursuing the litigation; (5) the employer’s share of payroll taxes on the wage portion of the settlement estimated in the amount of \$7,705.00; and (6) A payment of \$45,000.00 to the California Labor & Workforce Development Agency, representing 75% of the \$60,000.00 allocated to the settlement of Plaintiff’s claim for civil penalties under PAGA. The remainder of the \$375,000.00 will be paid to the Class Members in settlement of their individual claims (the “Class Payment”). If your employment falls within the PAGA Period as described below you will also receive a separate payment for your share of \$15,000, which represents the 25% of the PAGA penalties allocated to the PAGA Members. Please Note: separate and aside from the \$375,000.00 total settlement that will be paid to settle the claims of all Class Members, an additional \$25,000.00 will also be paid to Plaintiff as a severance payment and in exchange for a complete release of all of Plaintiff’s individual claims.

The Class Payment will be divided among all Class Members based on the estimated number of weeks worked for USP Mission Hills in non-exempt roles in California by each Class Member. That is, the Class Payment will be divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a “Weekly Settlement Value.” A “qualified week” is any week in which a Class Member was employed by and worked for USP Mission Hills in California in a non-exempt role during the Class Period. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for USP Mission Hills in a non-exempt role during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then, as of the date Defendant fully funds the Settlement, you will release USP Mission Hills and other Released Parties from any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities alleged in, or arising out of facts and claims asserted in, the operative Third Amended Complaint. This includes claims for unpaid wages (including claims for minimum wage, regular wages, and overtime compensation), meal and rest periods, failure to pay or calculate proper meal and rest period premiums (including claims for failure to pay premiums and failure to pay premiums at the correct rate of pay), unreimbursed business expenses, interest, penalties (including waiting time penalties pursuant to Labor Code sections 203 and 204, pay stub penalties pursuant to Labor Code section 226, recordkeeping penalties pursuant to Labor Code section 1174, and claims pursuant to all of the theories of relief described above, including but not limited to penalties relating to alleged violations of Labor Code sections 200, 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the Industrial Welfare Commission Wage Orders relating to claims for unpaid hours worked, meal periods and rest breaks, provision and maintenance of tools and equipment, and recordkeeping, and claims under Business and Professions Code sections 17200, *et seq.*, claims for attorneys’ fees and costs, conversion, fraud, common count, and unfair business practices. Released Class Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity (including, to the extent permitted by law the FLSA), allegedly owed or available to the Class arising or reasonably flowing from the allegations contained in the Complaint, Third Amended Complaint against the Released Parties for the time period from the beginning of March 18, 2016 through up to and including December 31, 2021.

Please Note: If you worked for USP Mission Hills in California in a non-exempt role during the “PAGA Period,” which is from January 6, 2019, to December 31, 2021, you may not opt-out of the portion of the Settlement relating to the settlement of claims under PAGA. Even if you opt-out of the Class Action, you will still receive a check for your share of the 25% allocation of PAGA penalties designated for Class Members who worked for USP Mission Hills in California as non-exempt employees during the PAGA Period. This payment will represent a payment for resolving disputed claims for civil penalties that were brought on your behalf. You will be bound by the PAGA portion of the release whether or not you cash this check. If you opt-out from the settlement (as described below), you will not be bound by the release of any claims that are not PAGA claims. This provision only applies to Class Members who worked within the PAGA Period as defined above.

1. If you worked during the PAGA Period, if approved by the Court, you will also be bound by a separate release of claims for all PAGA Members. For all Class Members who are also PAGA Members 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 PAGA Period facts stated in the Operative Third Amended Complaint, and/or the PAGA Notice (attached as Exhibit 1 to the Third Amended Complaint including, “any and all claims involving any unpaid wages (including claims for minimum wage, regular wages, and overtime compensation), meal and rest periods, failure to pay or calculate proper meal and rest period premiums (including claims for failure to pay premiums and failure to pay premiums at the correct rate of pay), unreimbursed business expenses, interest, waiting time violations and pay stub penalties pursuant to Labor Code section 226.

V. WHAT ARE MY OPTIONS?

A. You may accept your share of the \$375,000.00 settlement and be bound by the release of all claims described above. Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the settlement administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void; **or**

B. You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement. If you choose to be excluded, by no later than March 6, 2023, you must send a written request for exclusion, by mail, to the settlement administrator, Phoenix Settlement Administrators, located at P.O. Box 7208, Orange, CA 92863. In order to be considered valid, your request for exclusion **must** include your name, your address, a request for exclusion, and your signature. If your notice comes back as undeliverable and is re-mailed, you will have an additional 14 days from the original deadline to send in your request for exclusion. However, as noted above, if you are a Class Member who worked for USP Mission Hills in California as a non-exempt employee within the PAGA Period, you will still receive a share of PAGA penalties and be bound by the separate release for PAGA Members described above.

C. You may object to the settlement. The procedures for objecting to the settlement are described below in Section VIII of this form.

D. You may dispute the Calculation of Workweeks or PAGA Pay Periods (if applicable). If you disagree with the calculation of your settlement share as set forth in section VI below, you shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members or PAGA Members whose Class Notice was re-mailed) to challenge the number of Class qualified weeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This deadline is March 6, 2023. You may challenge the allocation by communicating with the Administrator via fax or mail. You are encouraged to submit supporting documentation as to why you think the workweek or Pay Period calculation is incorrect. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and Pay Periods listed in section VI. (a) below are correct so long as they are consistent with the Defendant’s employment data. The Settlement Administrator’s determination of each Class Member’s allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The settlement administrator will calculate your share of the settlement and will issue you a check. According to Defendant's records, you worked in the State of California for approximately «Total_Weeks» during the Class Period, which runs from March 18, 2016, through December 31, 2021. Your estimated class settlement amount is «ESA_Before_Paga». This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members. [IF APPLICABLE] Because you worked for Defendants between January 6, 2019, through December 31, 2021 (the PAGA Period), you will also receive a payment for PAGA claims ("PAGA Payment") based on the number of pay periods worked. Defendant's records show you worked for «PAGA_Work_Weeks» pay periods during this PAGA period. Your estimated PAGA settlement amount is «PAGA_Amount».

B. Thirty-three percent (33%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining sixty-seven percent (67%). If you are eligible for a PAGA payment, this will be allocated as 100% penalties and no tax deduction will be made from this amount. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the settlement administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

You can, but don't have to, attend the Final Approval Hearing on March 23, 2023 at 10:00 a.m. in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information. It's possible the Court will reschedule the Final Approval Hearing. You can check the Court's website for changes to the Final Approval Hearing by using the Case Access Tab (<https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) then inputting the case number for this matter (20CHCV00209). Or you may contact Class Counsel to verify the date and time of the Final Approval Hearing.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement and telling the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Tamara Whitmer v. USP Mission Hills, Inc.*, Case No. 20CHCV00209. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number and/or your USP Mission Hills employee ID number, your address, the specific reasons you object to the terms of the Settlement, and your signature. If you wish to speak at the Final Approval Hearing, you must also indicate in your objection letter that you intend to appear at the Final Approval Hearing. Mail the objection to the Settlement Administrator at the address listed above postmarked or fax to (949) 209-2503 on or before March 6, 2023. A written objection is optional. You may also appear at the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may inspect the Court's files, the settlement agreement, and any papers filed in the Action, at the Clerk's Office of the Los Angeles County Superior Court, Stanley Mosk Courthouse, located at 111 North Hill Street, Los Angeles, CA 90012 during regular court hours, case number 20CHCV00209.

If you have any questions, you can call the Settlement Administrator at (800) 523-5773 or any of Class Counsel (see below for phone numbers.)

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

SULLIVAN & YAECKEL LAW GROUP, APC
William B. Sullivan [helen@sullivanlawgroupapc.com]
Eric K. Yaeckel [yaeckel@sullivanlawgroupapc.com]
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San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

ATTORNEYS REPRESENTING USP MISSION HILLS, INC.

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Evan R. Moses
400 South Hope Street, Suite 1200
Los Angeles, California 90071

**PLEASE DO NOT CALL THE COURT, USP MISSION HILLS, USP MISSION HILLS'S
CORPORATE OFFICE AND MANAGERS, OR USP MISSION HILLS'S ATTORNEYS
REGARDING THIS SETTLEMENT.**

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	224
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	224
Subtotal Admin Only	\$6,845.89

INVOICE	\$6,750.00
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February 28, 2023

Case: Whitmer v. USP Mission Hills Opt-Out Administration

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*	\$149.45	1	\$149.45
Call Center & Long Distance	\$1.25	22	\$28.00
NCOA (USPS)	\$75.00	1	\$75.00
Total			\$752.45

* 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	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.15	224	\$33.60
Notice Packet & Opt-Out Form	\$2.00	224	\$448.00
Estimated Postage (up to 2 oz.)*	\$0.56	224	\$125.44
Total			\$857.04

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

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	3	\$150.00
Skip Tracing Undeliverables	\$1.00	45	\$44.80
Remail Notice Packets	\$2.00	45	\$89.60
Estimated Postage	\$0.70	45	\$31.36
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$415.76

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Non Opt-Out Processing	\$150.00	1	\$150.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$4.00	6	\$22.40
Case Manager	\$85.00	3	\$255.00
		Total	\$842.40

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$75.00	2	\$150.00
QSF Fees, Bank Account & EIN 3 Yrs	\$75.00	3	\$225.00
Check Run Setup & Printing	\$125.00	1	\$125.00
Mail Class Checks, W2 and 1099 *	\$2.00	224	\$448.00
Estimated Postage Checks, W2 and 1099	\$0.56	224	\$125.44
		Total	\$1,573.44

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	3	\$345.00
Remail Undeliverable Checks (Postage Included)	\$1.50	22	\$33.60
Case Associate	\$55.00	4	\$220.00
Reconcile Uncashed Checks	\$85.00	1	\$85.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	1	\$85.00
Final Reporting & Declarations	\$100.00	2	\$200.00
Uncashed Check Notice Postcard (Postage Included)	\$1.00	11	\$11.20
Uncashed Check QSF Tax Filing	\$125.00	3	\$375.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$850.00	1	\$850.00
		Total	\$2,404.80

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

TOTAL: \$6,845.89