

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Selena Matavosian (SBN 348044)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CANDACE EVANS, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

BIG JOE HANDLING SYSTEMS INC., an
unknown business entity; BIG JOE
CALIFORNIA NORTH, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RG20055273

Honorable Brad Seligman
Department 23

CLASS ACTION

**DECLARATION OF SETTLEMENT
ADMINISTRATOR TAYLOR MITZNER
REGARDING NOTICE AND
ADMINISTRATION**

Date: August 1, 2023
Time: 3:00 p.m.
Department: 23

Complaint Filed: February 20, 2020
FAC Filed: May 22, 2020
Trial Date: None Set

1 4. On April 11, 2023, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On April 14, 2023, Phoenix mailed the Notice Packet via U.S. first class mail, to all
6 one hundred thirty-seven (137) Class Members on the Class List and Data. A true and correct copy
7 of the mailed Notice Packet is attached hereto as **Exhibit A**.

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

15 7. As of the date of this declaration, zero (0) Notice Packets remain undeliverable.

16 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
17 from Karen Butler, a Class Member. The deadline to request exclusion from the Settlement was
18 May 30, 2023.

19 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
20 from Class Members. The deadline for objecting to the Settlement was May 30, 2023.

21 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
22 from Class Members. The deadline for submitting a Workweeks dispute was May 30, 2023.

23 11. There are one hundred thirty-six (136) Class Members who did not submit a timely
24 and valid Request for Exclusion and are therefore deemed to be Settlement Class Members,
25 representing 99.94% of the Class. Settlement Class Members have worked a collective total of
26 fourteen thousand nine hundred sixty-six (14,966) Workweeks during the Class Period. After
27 accounting for the weighted Enhanced Workweeks pursuant to the Agreement, each Workweek is
28 valued at approximately \$13.45.

12. The Net Settlement Amount of \$243,432.38 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$182,232.82), and Class Counsel costs (\$25,000.00), requested Enhancement Payment to Plaintiff Candace Evans (\$7,500.00), the LWDA Payment (\$56,250.00), and the requested Settlement Administration Costs (\$6,250.00) from the Maximum Settlement Amount (\$520,665.20).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately \$4,251.36 while the average Individual Settlement Payment to be paid is approximately \$1,789.94. Settlement Class Members will be issued their Individual Settlement Payments subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

14. Additionally, \$75,0000.00 of the Maximum Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Payment”), of which 75%, or \$56,250.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or \$18,750.00, of which shall be paid to the Settlement Class Members, regardless of whether or not they requested exclusion from the settlement.

15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in addition to the Maximum Settlement Amount.

16. Phoenix's costs associated with the administration of this matter are \$6,250.00. 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 5th day of July 2023, at Orange, California.


TAYLOR MITZNER

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Candace Evans v. Big Joe Handling Systems Inc., et al.
Superior Court of California for the County of Alameda, Case No. RG20055273

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Candace Evans ("Plaintiff") and Defendant Big Joe California North, Inc., dba Big Joe Handling Systems (erroneously sued as Big Joe Handling Systems Inc.) ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Candace Evans v. Big Joe Handling Systems Inc., et al*, Alameda County Superior Court, Case No. RG20055273 ("Action"), which may affect your legal rights. On March 30, 2023, the Court granted preliminary approval of the settlement and scheduled a hearing on August 1, 2023 at 3:00 p.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from February 20, 2016, through June 10, 2021.

II. BACKGROUND OF THE LAWSUIT

On February 20, 2020, Candace Evans commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Alameda County Superior Court, Case No. RG20055273. On May 22, 2020, Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement of the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class and Representative Action Settlement and Amendment No. 1 to Joint Stipulation of Class and Representative Action Settlement (together, "Settlement" or "Settlement Agreement").

On March 30, 2023, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Candace Evans as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwarzian

Arby Aiwarzian

Joanna Ghosh

Lawyers for Justice, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Hundred Twenty Thousand Six Hundred Sixty-Five Dollars and Twenty Cents (\$520,665.20) (the "Maximum Settlement Amount"). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) Class Counsel Award, consisting of attorneys' fees in an amount up to 35% of the Maximum Settlement Amount (i.e., \$182,232.82) and reimbursement of litigation costs and expenses in an amount up to Twenty-Five Thousand Dollars (\$25,000) to Class Counsel; (2) Enhancement Payment in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for her services in the Action; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250) for its 75% portion of the PAGA Payment ("LWDA Payment"); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars (\$8,000) to the Settlement Administrator. Note: A total of Seventy-Five Thousand Dollars (\$75,000.00) from the Maximum Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Payment"), of which the LWDA will be paid 75% (i.e., \$56,250) and the remaining 25% (i.e., \$18,750) will be a part of the Net Settlement Amount for distribution to Settlement Class Members.

Class Members are eligible to receive payment under the Settlement of their share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee during the Class Period ("Workweeks").

To calculate each Class Member's gross Individual Settlement Payment (which is listed in Section III.C below), the Settlement Administrator has performed the following:

- Combined the number of Workweeks each Class Member worked during the period February 20, 2016 through December 31, 2019 and the number of Workweeks each Class Member worked in a non-exempt driver position during the period January 1, 2020 through October 31, 2020; and multiplied the sum by 1.3 to arrive at the total number of "Enhanced Workweeks;"
- Combined the number of Workweeks each Class Member worked in a non-exempt non-driver position during the period January 1, 2020 to October 31, 2020 and the number of Workweeks each Class Member worked during the period November 1, 2020 to June 10, 2021 ("Non-Enhanced Workweeks") and the Enhanced Workweeks; then
- Divided that sum by the total Non-Enhanced Workweeks and Enhanced Workweeks for all Class Members; and multiplied the result by the Net Settlement Amount.

Class Members who do not submit a valid and timely Request for Exclusion ("Settlement Class Members") will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) interest, penalties, and other non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payments. The employer's share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Payments shall be paid by Defendant separately and in addition to the Maximum Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records, you are credited as having worked a total of «TotalWeeks» Workweeks, specified as follows:

- «Weeks1» Workweeks during the period February 20, 2016 to December 31, 2019.
- «Weeks2» Workweeks in a non-exempt driver position during the period January 1, 2020 to October 31, 2020.
- «Weeks3» Workweeks in a non-exempt non-driver position during the period January 1, 2020 to October 31, 2020.
- «Weeks4» Workweeks during the period November 1, 2020 to June 10, 2021.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (1) state the case name and number of the Action (*Candace Evans v. Big Joe Handling Systems Inc., et al.*, Case No. RG20055273); (2) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (3) clearly state that you dispute the number of Workweeks credited to you during the period February 20, 2016 through December 31, 2019, in a non-exempt driver position during the period January 1, 2020 through October 31, 2020, in a non-exempt non-driver position during the period January 1, 2020 through October 31, 2020, and/or during the period November 1, 2020 to June 10, 2021, and what you contend is the correct number that should be credited to you; (4) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; (5) be signed by you; (6) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below; and (7) be postmarked **on or before May 30, 2023**.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be «EstSetAmt». The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

As of the date of the funding of the Maximum Settlement Amount, Plaintiff and all Settlement Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released Claims.

“Released Claims” means all claims, charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities, known or suspected, that each participating class member had, now has, or may hereafter claim to have against the Released Parties, and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the Action that have arisen during the time period April 18, 2015, through February 2, 2021. The Released Claims specifically include, but are not limited to: (1) Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); (2) Meal Period Violations (Lab. Code §§ 226.7 and 512); (3) Rest Period Violations (Lab. Code § 226.7); (4) Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); (5) Failure to Timely Pay Final Wages (Lab. Code §§ 201 and 202); (6) Failure to Timely Pay Wages During Employment (Lab. Code § 204); (7) Non-Compliant Wage Statements (Lab. Code § 226); (8) Failure to Maintain Payroll Records (Lab. Code § 1174); (9) Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); (10) Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*); (11) and Penalties under the California Private Attorneys General Act for violation or breach of the California Labor Code arising from or related to the conduct alleged in the operative Complaint, including without limitation, Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001. This release shall not apply to claims for workers’ compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

“Released Parties” means Defendant and Defendant’s affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents, and each of their past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

E. Class Counsel Award to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$182,232.82) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (collectively, “Class Counsel Award”), subject to approval by the Court. The Class Counsel Award granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars (\$8,000) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks disputes, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Candace Evans v. Big Joe Handling Systems Inc., et al.*, Case No. RG20055273); (b) clearly state that you do not wish to be included in the Settlement; (c) set forth your full name, address, telephone number, and last four digits of your Social Security Number; (d) be signed by you; (e) be returned by mail to the Settlement Administrator at the specified address below; and (f) be postmarked **on or before May 30, 2023**.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection ("Notice of Objection") to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must include: (a) the case name and number of the Action (*Candace Evans v. Big Joe Handling Systems Inc., et al.*, Case No. RG20055273); (b) your full name, signature, address, telephone number, and the last four digits of your Social Security Number; (c) a written statement of the basis for the objection; and (d) any copies of papers, briefs, or other documents upon which the objection is based. The Notice of Objection must be returned by mail to the Settlement Administrator at the address listed in Section IV.B above and must be postmarked **by May 30, 2023**. Alternatively, you may appear at the Final Approval Hearing and present your objection to the Court orally, even without a written objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612, on August 1, 2023, at 3:00 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Class Counsel Award to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <http://www.alameda.courts.ca.gov/>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal", at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number (RG20055273) and click "Submit". Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	137
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	136
Subtotal Admin Only	\$6,337.22

TOTAL COSTS	\$6,250.00
--------------------	-------------------

July 5, 2023

Case: Evans v. Big Joe Handling Systems

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*	\$109.34	1	\$109.34
Call Center & Long Distance	\$2.00	15	\$30.00
NCOA (USPS)	\$100.00	1	\$100.00
Total			\$639.34

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.15	137	\$20.55
Notice Packet & Opt-Out Form	\$1.75	137	\$239.75
Estimated Postage (up to 1 oz.)	\$0.61	137	\$83.57
Total			\$543.87

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	\$0.75	30	\$22.50
Remail Notice Packets	\$1.75	30	\$52.50
Estimated Postage	\$0.61	30	\$18.30
Programing Undeliverables	\$50.00	2	\$100.00
Total			\$343.30

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	\$125.00	2	\$250.00
Case Associate	\$50.00	2	\$100.00
Opt-Outs/Deficiency/Dispute Letters	\$4.00	4	\$16.00
Case Manager	\$125.00	2	\$250.00
Total			\$866.00

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	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$50.00	3	\$150.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$2.00	136	\$272.00
Estimated Postage Checks, W2 and 1099	\$0.61	136	\$82.96
Total			\$1,394.96

* 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	\$125.00	2	\$250.00
Remail Undeliverable Checks (Postage Included)	\$1.25	15	\$18.75
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$50.00	2	\$100.00
Final Reporting & Declarations	\$110.00	2	\$220.00
Uncashed Check Notice Postcard (Postage Included)	\$1.00	11	\$11.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$2,549.75

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

Total:	\$6,337.22
--------	------------