

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
ktulyathan@diversitylaw.com

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 11/12/2021 12:00 AM
Reviewed By: V. Castaneda
Case #20CV366465
Envelope: 7649071**

Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

SYLVIA BERNABE, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

899 CHARLESTON, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 20CV366465

(Assigned to the Honorable Patricia M. Lucas,
Dept. 3)

**DECLARATION OF ELIZABETH
KRUCKENBERG REGARDING NOTICE
AND SETTLEMENT ADMINISTRATION**

Date: December 8, 2021
Time: 1:30 P.M.
Dept.: 3

Complaint Filed: May 8, 2020
FAC Filed: July 16, 2021

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am the Director of Case Management at Phoenix Settlement Administrators (PSA), the Court-appointed Class Action Settlement Administrator for *Sylvia Bernabe v. 899 Charleston*. I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On September 3, 2021, PSA received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and total pay periods for each Class Member during the Class Period. There are a total of three thousand two hundred fifty-four (3,254) pay periods worked by the Class. The final mailing list contained one hundred twenty (120) Class Members.

2

1 5. On September 13, 2021, PSA mailed the Notice Packet via U.S. first class mail, in
2 English to all one hundred twenty (120) Class Members on the Class List. A true and correct copy
3 of the mailed Notice Packet is attached hereto as **Exhibit A**.

4 6. As of the date of this declaration, none of the Notice Packets were returned back as
5 undeliverable or with forwarding. As such, there are no undeliverable Notice Packets.

6 7. PSA has received zero (0) Request for Exclusion (*i.e.* “Opt-Out’s”). The deadline
7 for Class Members to submit an “Opt-Out” request was October 28, 2021.

8 8. PSA has received zero (0) Objections to the Settlement. The deadline for Class
9 Members to submit an “Objection” to the Settlement was October 28, 2021.

10 9. There are no outstanding disputes.

11 10. The Net Settlement Fund of \$121,648.99 available to pay Class Members was
12 determined by subtracting the Class Counsel attorneys' fees (\$83,333.33), Class Counsel costs
13 payment (\$15,067.68), Class Representative Enhancement Award (\$10,000.00), the LWDA
14 distribution (\$15,000.00), and the Claims Administrator costs (\$4,950.00) from the Gross
15 Settlement Fund (\$250,000.00). Based upon the Settlement Agreement, each Class Member will
16 be awarded an individual settlement payment calculated based upon the number of pay periods
17 each Class Member received payment for shift differentials, commissions, and/or bonuses during
18 the Class Period, along with a minimum base payment to each Class Member of \$100.00.

19 11. Based upon the calculations stipulated in the Settlement, the highest individual
20 settlement payment to be paid will be approximately \$15,688.65, and the lowest individual
21 settlement payment to be paid will be approximately \$133.03, with the average individual
22 settlement payment to be paid being approximately \$1,013.74, without applicable taxes,
23 withholdings, and employee garnishments. These amounts include the \$100.00 minimum base
24 payment.

25 12. PSA’s costs associated with the administration of this matter are \$4,950.00. This
26 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
27 distribution. A true and correct copy of the invoice from PSA is attached hereto as **Exhibit B**.

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

3 Executed this 8th day of November 2021, at Fullerton, California.

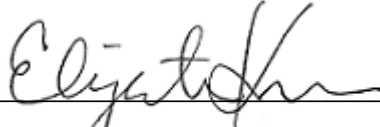
4 
5 _____
6 ELIZABETH KRUCKENBERG

Exhibit A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

SYLVIA BERNABE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

899 CHARLESTON, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO: 20CV366465

Assigned to the Hon. Patricia M. Lucas, Dept. 3

**NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT AND FINAL
HEARING**

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

A California court authorized this notice. This is not a solicitation from a lawyer.

**YOUR ESTIMATED TOTAL INDIVIDUAL PAYMENT AMOUNT FROM THIS
CLASS ACTION SETTLEMENT IS «Est_Set_Amt».**

According to 899 Charleston's records, there are «Total_Pay_Periods» pay periods during which you were paid shift differentials, bonuses, and/or commissions as a non-exempt employee in California between April 6, 2017 and October 31, 2020. Based on this number, your Individual Payment Amount as a member of the Class is estimated to be «Est_Set_Amt».

- A settlement will provide \$250,000.00 to pay claims to certain current and former non-exempt employees, as described below, who have been employed in California by 899 Charleston ("899 Charleston") and paid shift differentials, bonuses, and/or commissions between April 6, 2017 and October 31, 2020 (the "Class Period").
- The settlement resolves a lawsuit in which it is alleged that 899 Charleston failed to: (1) properly calculate and timely pay overtime wages to employees in California who received overtime and shift differential wages in the same workweek; (2) properly calculate and timely pay sick pay wages to employees in California; and (3) provide accurate wage statements to California employees who received overtime, shift differential, and/or sick pay wages, as described more fully below. The settlement avoids the costs and risks from continuing the lawsuit, pays money to employees, and releases 899 Charleston from liability for the alleged violations.
- Lawyers for the employees will ask the Court to award them up to \$83,333.33 as attorneys' fees and up to \$25,000 as costs and expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- 899 Charleston expressly denies all of the claims in the lawsuit and denies any wrongdoing or liability. The two sides disagree on how much money – if any – could have been awarded if employees won at trial.
- **Your legal rights are affected whether you act or do not act. Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Can Do Nothing	You need not take any action if you wish to receive your settlement payment. If the settlement is approved by the Court and you do nothing, you will automatically be mailed a settlement check for your share of the settlement at the address on file with the Settlement Administrator. In exchange for this settlement check, you will release or give up any rights to sue 899 Charleston separate for the same legal claims that are part of this lawsuit (see page 3 for an explanation of the claims you are giving up). If you move, you must notify the Settlement Administrator of your new address.
You Can Exclude Yourself	If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to sue 899 Charleston for the same legal claims that are part of this lawsuit. This is the only option that allows you to be part of any other lawsuit against 899 Charleston asserting the legal claims that were settled in this case. You cannot ask to be excluded <u>and</u> still get a settlement payment. If you ask to be excluded from the settlement, you cannot object to the settlement.
You Can Object to the Settlement	If you do not agree with the settlement, you can object to the settlement according to the procedures described below on page 6. The Court may or may not agree with your objection. If the Court does not agree with your objection, you will still be bound by the terms of the settlement and will receive a settlement payment. Objecting to the settlement will <u>not</u> exclude you from the settlement.
You Can Attend the Final Approval Hearing	You can ask to speak in Court about the fairness of the settlement at the final fairness hearing. The Court will hold a final fairness hearing to determine whether the settlement is fair, reasonable, and adequate on December 8, 2021 at 1:30 p.m. More information regarding this hearing is set forth on page 6.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit and informs you of your legal rights under that proposed settlement. You are receiving this notice because, according to 899 Charleston's records, you may be a member of the class on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On May 8, 2020, Plaintiff Sylvia Bernabe filed this class action lawsuit against 899 Charleston in Santa Clara County Superior Court. The lawsuit alleges violations of California Labor Code §§ 201-203, 226(a), 510, 558, 1194, and 2698, *et seq.*, and Business and Professions Code § 17200, *et seq.* Specifically, the lawsuit alleges that 899 Charleston failed to timely pay overtime wages at the correct regular rate to employees in California who received overtime and shift differential wages in the same workweek; timely pay sick pay wages at the correct regular rate to employees in California; and provide accurate wage statements to California employees whenever overtime and/or shift differential wages were paid. Based on these allegations, Plaintiff seeks to recover statutory penalties, civil penalties, attorneys' fees, and costs on behalf of herself and other employees affected by these alleged violations (the "Settlement Class").

899 Charleston denies all of the material allegations in the lawsuit and denies that it did anything wrong. Further, 899 Charleston attests that any regular rate calculation that led to the underpayment of overtime wages and sick pay wages was based on a formula error by the payroll service hired by 899 Charleston's management company.

The Parties have reached an agreement to resolve the claims in the lawsuit. The Court has preliminary approved Plaintiff to represent the Settlement Class. However, the Court has not made any findings with respect to the merits of Plaintiff's claims in the lawsuit.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or 899 Charleston. Plaintiff believes she would have prevailed on her claims at a trial. 899 Charleston does not believe that Plaintiff would have won anything from a trial. But there was no trial. Instead, after thorough investigation into the facts and claims, both sides agreed to a settlement. That way they each avoid the costs, risks, and uncertainty of a trial, and the employees allegedly affected will get compensation. Plaintiff and Plaintiff's attorneys believe the settlement is fair, reasonable, and adequate and is in the best interests of all Settlement Class Members.

B. Who is in the Settlement Class?

The settlement encompasses a Settlement Class consisting of the following:

All current and former non-exempt employees of Defendant in the State of California who were paid shift differential wages, bonuses, and commissions at any time during the Class Period who do not opt out of this Settlement (the "Class").

You are a member of this class.

C. What has 899 Charleston agreed to do?

899 Charleston will pay \$250,000 (the "Maximum Settlement Amount") to settle the lawsuit. The following sums will be paid from the Maximum Settlement Amount: (1) \$15,000 to the California Labor and Workforce Development Agency ("LWDA") as its share of the settlement payment being made under the California Private Attorneys General Act ("PAGA"); (2) Class Counsel's attorneys' fees in an amount set by the Court not to exceed \$83,333.33, and Class Counsel's documented litigation costs in an amount set by the Court not to exceed \$25,000; (3) a service payment to the Plaintiff in an amount set by the Court, not to exceed \$10,000 for her service in the lawsuit; and (4) no more than \$4,950 to the settlement administrator for administering the settlement. The portion of the Maximum Settlement Amount remaining after these payments is the Net Settlement Amount, which will be paid out to those Settlement Class Members who do not opt out of the Settlement, as explained below.

D. What are you giving up to get a payment and stay in the Class?

Subject to the Court's approval of the Settlement, Plaintiff and all Settlement Class Members who do not opt out of the Settlement ("Participating Class Members") will release 899 Charleston, and any of its past, present, and future parents, owners, subsidiaries, affiliates, successors-in-interest, assigns, auditors, accountants, experts, contractors, partners, insurers, reinsurers, and other parties acting on their behalf, officers, directors, shareholders, employees, agents, attorneys, and representatives ("Released Parties"), as follows:

If you do not opt out of the Settlement, you will be releasing the Released Parties from any and all claims that were alleged or reasonably could have been alleged in the operative Complaint based upon the facts,

allegations, or causes of actions contained therein, including the following claims for relief, that accrued during the Class Period: a) Claims for improper and/or inaccurate wage statements; underpayment of overtime wages; underpayment of sick or PTO pay wages; timeliness of payment of overtime wages; timeliness of payment of sick or PTO pay wages; waiting time penalties; any unpaid wages related to any of the foregoing; restitution for any of the foregoing; violations of Labor Code §§ 201-203, 226, 246, 510, 558, and 1194; and b) Any and all claims for penalties under the California Private Attorneys General Act predicated on claims for improper and/or inaccurate wage statements; underpayment of overtime wages; underpayment of sick or PTO pay wages; timeliness of payment of overtime wages; timeliness of payment of sick or PTO pay wages; waiting time penalties; any unpaid wages related to any of the foregoing; violations of Labor Code §§ 201-203, 226, 246, 510, 558, and 1194, and all other claims under the PAGA based on the facts as alleged in the Complaint.

The claims being released above (collectively, “the Released Claims”) do not include a release of *all* legal claims you may have as an employee or former employee of 899 Charleston. The Released Claims are specifically limited to the claims set forth above.

E. How much money will I receive?

Each Participating Class Member will receive an Individual Payment Amount, which is a share of the Net Settlement Amount. The Net Settlement Amount is calculated by deducting attorneys’ fees and costs, settlement administration costs, any service payment to the Plaintiff, and the LWDA’s share of the PAGA penalty payment from the Maximum Settlement Amount.

The Net Settlement Amount will be apportioned among Class Members on a pro rata basis, based on the number of pay periods reflecting payment for shift differentials, commissions, and/or bonuses during the Class Period, with a minimum payment to each Class Member of \$100.

According to 899 Charleston’s records, there are «Total_Pay_Periods» pay periods during which you received shift differentials, bonuses, and/or commissions as a non-exempt employee in California between April 6, 2017 and October 31, 2020.

Based on this number, your Individual Payment Amount as a member of the Class is estimated to be «Est_Set_Amt».

The actual amount that you receive as a member of the Settlement Class could end up being more or less than this amount, depending on the final settlement terms approved by the Court.

Please be advised that the number of pay periods listed above, and the other information regarding your eligibility as a member of the Settlement Class, is presumed to be correct unless you submit documents proving otherwise. If you disagree with the information listed above, please submit an explanation and supporting evidence to the Settlement Administrator no later than October 28, 2021. In the event of a dispute about the correctness of this information, the Settlement Administrator will resolve the challenge with input from 899 Charleston and Class Counsel, subject to final resolution by the Court if necessary.

F. Will any taxes be taken out of the Individual Payment Amounts?

No. There will be no payroll withholding from your payment because the entirety of your Individual Payment Amount will be treated as penalties and interest and reported as non-wage income on an IRS Form 1099. The Settlement Administrator will issue 1099 Forms to all Settlement Class Members who cash their checks.

The fact that payroll withholdings will not be made does not mean that the payments are not taxable income to you. Settlement Class Members are responsible for the appropriate payment of any federal, state, and/or local income or payroll taxes due on the settlement payments they receive. The tax issues for each Settlement Class

Member are unique to that Class Member. You are advised to obtain tax advice from your own tax advisor with respect to any payments resulting from this settlement. This Notice does not constitute legal or tax advice regarding any federal, state, or local tax issue, and nothing in this Notice is intended to or should be used by any person for the purpose of avoiding any tax liability or tax penalties.

THE FINAL APPROVAL HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Approval Hearing”) on December 8, 2021 at 1:30 p.m, in Department 3 of the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, CA 95113. The Court will then determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys’ fees and costs to be awarded to Plaintiff’s attorneys; (v) the amount that should be awarded to Plaintiff as a service payment for prosecuting this lawsuit on behalf of other 899 Charleston employees; and (vi) the amount that should be approved for settlement administration costs. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. The Final Approval Hearing may be continued to another date without further notice. Class Members may appear at the Final Approval Hearing either in person in the courtroom or by telephone via CourtCall. Class Members who wish to appear by CourtCall should contact class counsel at least three days before the hearing if possible, to arrange a telephonic appearance. Any CourtCall fees for an appearance by an objecting Class Member will be paid by class counsel.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

If you move, you must update your address with the Settlement Administrator. If you disagree with the number of pay periods during which you received shift differentials, bonuses, and/or commissions as indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position. The Settlement Administrator’s address is Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself form (“opt out” of) the Settlement Class, but if you choose to do so, you will not receive any benefits or a monetary payment from the proposed settlement. You will not be bound by a judgment in this case, and you will have the right to file your own lawsuit against 899 Charleston for the same claims in this lawsuit in your own separate lawsuit if you wish.

To exclude yourself from the Settlement, you can exclude yourself by writing to the Settlement Administrator stating that you want to be excluded from the *Sylvia Bernabe v. 899 Charleston* settlement.

Be sure to include: (a) your name; (b) address; (c) telephone number; (d) your signature; and (e) a statement that you wish to be excluded from the *Sylvia Bernabe v. 899 Charleston* settlement. Your letter must be postmarked or fax stamped no later than October 28, 2021 and mailed or faxed to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 – Fax Number 949-344-8851.

- If you submit a valid and timely request for exclusion, you will no longer be part of the Settlement. You may not object to the Settlement and will not receive an Individual Payment Amount. However, you will retain all rights you may have against 899 Charleston for the same legal claims made in this lawsuit.
- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you dislike the proposed settlement, you can object to the proposed settlement (or any of its terms). You can object to the proposed settlement by writing to the Settlement Administrator or you may also appear at the Final Approval Hearing to have the Court hear your objections, either in person or through an attorney at your own expense.

If you wish to submit a written objection, you must include: (a) the case name and number of this lawsuit, *Sylvia Bernabe v. 899 Charleston*, Case No. 20CV366465; (b) your name; (c) your current address; (d) your telephone number; (e) the grounds for your objection; and (f) any and all evidence for which your objection is based on. All written objections and supporting papers must be mailed to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Written objections must be postmarked no later than October 28, 2021. However, you may show up and raise an objection at the Final Approval Hearing, either in person or through counsel retained at your own expense, whether or not you provided prior written notice of your objection.

If you submit an objection, you will remain eligible for a monetary payment under the Settlement if the Court approves the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. You cannot exclude yourself from the Settlement **and** submit an objection to the Settlement.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed Settlement Agreement, which is on file with the Clerk of the Santa Clara Superior Court, 191 N. First Street, San Jose, CA 95113, and may also be reviewed online at <https://www.scscourt.org/> or at www.phoenixclassaction.com/judgment.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S ATTORNEYS: Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555; and William L. Marder of Polaris Law Group LLP, 501 San Benito Street, Suite 200, Hollister, CA 95023, Phone: (831) 531-4214. **DO NOT CALL THE COURT.**

BY ORDER OF THE SANTA CLARA COUNTY SUPERIOR COURT OF THE STATE OF CALIFORNIA

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	120
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	120
Subtotal Admin Only	\$4,983.00

TOTAL COSTS	\$4,950.00
--------------------	-------------------

November 8, 2021

Case: Bernabe v. 899 Charleston

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	1	\$100.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.00	12	\$24.00
NCOA (USPS)	\$0.15	120	\$18.00
Total			\$392.00

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.20	120	\$24.00
Notice Packet & Opt-Out Form	\$1.50	120	\$180.00
Estimated Postage (up to 1 oz.)	\$0.60	120	\$72.00
Total			\$591.00

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	0	\$0.00
Skip Tracing Undeliverables	\$1.00	0	\$0.00
Remail Notice Packets	\$1.50	0	\$0.00
Estimated Postage	\$0.60	0	\$0.00
Programing Undeliverables	\$50.00	0	\$0.00
Total			\$0.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	1	\$100.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	1	\$55.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	1	\$85.00
Total			\$440.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	1	\$100.00
Disbursement Review	\$100.00	1	\$100.00
Programming Manager	\$95.00	1	\$95.00
QSF Fees, Bank Account & EIN	\$75.00	1	\$75.00
Check Run Setup & Printing	\$100.00	1	\$100.00
Mail Class Checks, W2 and 1099 *	\$1.50	120	\$180.00
Estimated Postage Checks, W2 and 1099	\$0.50	120	\$60.00
Total			\$710.00

* 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	\$100.00	1	\$100.00
Remail Undeliverable Checks (Postage Included)	\$1.50	20	\$30.00
Case Associate	\$55.00	1	\$55.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	1	\$85.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	20	\$30.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,500.00	1	\$1,500.00
Total			\$2,850.00

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

Total:	\$4,983.00
--------	------------