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on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

DON M. VASQUEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SAPUTO CHEESE USA INC., a Delaware
corporation; and DOES 1 through 25,
inclusive

Defendants.

Case No. VCU282978

Consolidated with Case No. VCU283853

ASSIGNED FOR ALL PURPOSES TO:

The Honorable John P. Bianco

Department 2

CLASS ACTION

**DECLARATION OF KAYLIE O'CONNOR
ON BEHALF OF CPT GROUP,
INC. REGARDING SETTLEMENT
ADMINISTRATION**

Hearing Information

Hearing: July 22, 2024

Time: 8:30 a.m.

Dept.: 2

Judge: Hon. John P. Bianco

Complaint filed: May 27, 2020

Trial date: Not set

1 I, Kaylie O'Connor, declare as follows:

2 1. I am a Case Manager for CPT Group, Inc., ("CPT"), the Court-approved
3 Settlement Administrator for the above captioned *Vasquez v. Saputo Cheese USA Inc.*, matter. I
4 am authorized to make this declaration on behalf of CPT and myself. I have personal knowledge
5 of the facts herein, and, if called upon to testify, I could and would testify competently to such
6 facts.

7 2. CPT has extensive experience providing notice of class actions and
8 administering class action settlements. In the past 30 years, CPT has provided notification
9 and/or settlement administration services in over one thousand class action cases. CPT was
10 selected by the parties to provide notice of the settlement and process exclusions in this action.
11 In this capacity, CPT was charged with (a) printing and mailing to Class Members the Notice of
12 Class Action Settlement and Hearing Date for Final Court Approval, the "*Class Notice*"; (b)
13 processing undeliverable mail and locating updated addresses for Class Members; (c) receiving
14 other communications about the settlement; (d) notifying the parties of the number of Class
15 Members that filed timely requests for exclusion; (e) notifying the parties of the number of
16 Class Members who filed untimely or deficient requests for exclusion, and taking steps to cure
17 the deficiencies; (f) establishing and maintaining a toll-free case hotline where Class Members
18 can speak to case representatives regarding case specific questions; and (g) issuing and mailing
19 settlement checks, including the Service Payment to the Plaintiff, to all Settlement Class
20 Members with the appropriate tax reporting.

21 3. CPT received the Court-approved text for the content of the Class Notice from
22 Class Counsel on January 17, 2024. CPT prepared a draft of the Class Notice for mailing to the
23 Class Members. Attached hereto as Exhibit A is a true and correct copy of the Class Notice.

24 4. On January 29, 2024, CPT received a data file from Defense Counsel containing
25 Class Members' (i) full name; (ii) last known mailing address and telephone number; (iii) Social
26 Security Number; and (iv) start end dates of active employment during the Class/PAGA Period.
27 The finalized mailing list contained two thousand three hundred eight (2,308) individuals.
28

1 5. On February 12, 2024, CPT caused a National Change of Address (NCOA)
2 database search to be performed in attempt to update the mailing list of addresses as accurately
3 as possible. A search of this database provides updated addresses for any individual who has
4 moved in the previous four years and has notified the U.S. Postal Service of a change of
5 address.

6 6. The Class Notice was enclosed in an envelope with the individual Class
7 Member's name and known address printed on the envelope. On February 13, 2024, the two
8 thousand three hundred eight (2,308) Class Notices were mailed via U.S. First-Class Mail to the
9 identified Class Members. The Class Notice indicated a deadline date of April 13, 2024, to
10 dispute the information contained in the notice, to object or request exclusion from the
11 settlement.

12 7. As of the date of this declaration, one hundred (100) Class Notices were returned
13 to our office by the U.S. Post Office. CPT performed a Skip Trace on all returned mail without
14 a forwarding address using Accurint, one of the most comprehensive address databases
15 available. It utilizes hundreds of different databases supplied by credit reporting agencies,
16 public records and a variety of other national databases.

17 8. As a result of either forwarding address provided by the U.S. Post Office, Skip
18 Trace effort, or re-mail requests from Counsel or Class Members, a total of seventy-six (76)
19 Class Notices have been re-mailed to date. As of the date of this declaration, CPT reports a total
20 of twenty-five (25) undeliverable Class Notices, as no better address was provided from the
21 Post Office or obtained through Skip Trace.

22 9. As of the date of this declaration, CPT has not received any objections to the
23 settlement.

24 10. As of the date of this declaration, CPT has not received any disputes by class
25 members to the information stated in the Class Notices.

26 11. As of the date of this declaration, CPT has received two (2) valid requests for
27 exclusion from the following Class Members: Jason Sousa and Bernardo Chavarria.
28

12. As of the date of this declaration, CPT reports a total of two thousand three hundred six (2,306) Participating Class Members, representing 99.9% of the Class.

13. The \$2,400,000.00 Gross Settlement Amount will have the following anticipated deductions, which were preliminarily approved by the Court: (i) attorneys' fees of \$586,397.50; (ii) actual litigation costs of \$32,846.72 (approved up to \$35,000.00); (iii) Service Payment to the Class Representative of \$5,000.00; (iv) PAGA Payment of \$120,000.00 [75% (\$90,000.00) shall be paid to the Labor Workforce and Development Agency, and 25% (\$30,000.00) shall be distributed to PAGA Group Members], and CPT's settlement administration expenses of \$17,500.00.

14. Pursuant to the terms of the Settlement, Participating Class Members will receive a proportionate share of the Net Class Settlement Fund, preliminarily approved by the Court and currently estimated to be \$1,638,255.78, based upon the number of weeks worked from May 27, 2016 through March 30, 2023 ("Class Period") in relation to the number of weeks worked by all Participating Class Members during the Class Period. The total number of weeks worked by the two thousand three hundred six (2,306) Participating Class Members during the Class Period is four hundred nine thousand and twenty-two (409,022). Based on estimated settlement calculations at this time, the highest Participating Class Member Gross Individual Settlement Payment is estimated to be \$1,481.96, and the average amount is estimated to be \$710.43. The Named Plaintiff's, Don M. Vasquez, estimated Participating Class Member Gross Individual Settlement Payment is \$640.85.

15. PAGA Group Members will also receive Individual PAGA Payments in accordance with the number of pay periods they worked during the PAGA Period, from May 12, 2019 to March 30, 2023, in relation to the total number of pay periods worked by all PAGA Group Members during the PAGA Period. If the Court approves the \$30,000.00 PAGA Payment amount, the LWDA will receive a payment of \$90,000.00. The remaining \$30,000.00 will be distributed to two thousand thirty-two (2,032) PAGA Group Members, who worked a combined total of one hundred twenty-three thousand nine hundred twenty-six (123,926) pay

1 periods during the PAGA Period, and will receive an estimated \$0.24 for each pay period
2 worked during the PAGA Period.

3 16. CPT submitted a declaration in support of preliminary approval showing the
4 work involved in administering the settlement and providing a heavily discounted flat fee of
5 \$17,500. This includes all costs incurred to date, as well as estimated costs involved to complete
6 the settlement following final approval pursuant to the terms of the settlement agreement, such
7 as issuing and printing checks, tax reporting, mailing settlement payment checks, issuing all
8 other payments as awarded by the Court, answering Class Member questions, and forwarding
9 all sums represented by uncashed checks to the cy pres beneficiary Legal Aid at Work. A copy
10 of CPT's Service Invoice is attached as Exhibit B.

11 17. The Court Preliminarily approved Settlement Administration Costs of only
12 \$15,500.00.

13
14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct. Executed June 7, 2024 at Irvine, California.

16
17
18 
Kaylie O'Connor

EXHIBIT A

Superior Court of California, County of Tulare
Vasquez v. Saputo Cheese USA, Inc., Case No. VCU282978

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All non-exempt, hourly employees who worked in California for Saputo Cheese USA, Inc. (“Saputo”) any time from May 27, 2016, to March 30, 2023

*A court authorized this Notice. This is not a solicitation.
 This is not a lawsuit against you and you are not being sued.
 However, your legal rights are affected whether you act or don’t act.*

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS	
Do Nothing and Receive a Payment	You do not have to do anything to receive a Settlement payment Your Individual Settlement Payment will be mailed to you automatically after the Court grants final approval of the Settlement. (No. 11 below). <i>The Administrator <u>must</u> have your current address to mail your payment</i>
Exclude Yourself (“Opt Out”)	If you do not want to participate in the Settlement, you may exclude yourself, or “opt out.” If you opt out, you will not receive a Settlement payment, and you will keep all rights you may have against Saputo. (No. 6 below). If you exclude yourself from the Settlement, you will still receive your share of the PAGA Payment and release your PAGA claims.
Object	You can object to the Settlement if you think it is not fair by sending a written objection to the Settlement Administrator or by appearing in person at the time of the Final Approval Hearing. (No. 7 below).
Change Your Address	If your address is different than the address this Notice was mailed to, you must notify the Administrator of your correct address. A Change of Address Form and pre-printed return envelope are included with this Notice. Your Settlement Share payment will be mailed to the address on file with the Administrator.

THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM

DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE

1. What is a Class Action? Why Did I Get This Notice?

In a class action, one or more people called Class Representatives, in this case, Don Vasquez (“Plaintiff”), sue a Defendant, in this case, Saputo Cheese USA, Inc. (“Saputo”) on behalf of themselves and other people whom they allege have similar claims. (the “class.”) You are receiving this Notice because Saputo’s records show you worked for the Company in California as a non-exempt employee sometime during the period May 27, 2016 to March 30, 2023 (“Class Period”). Each person receiving this notice is believed to be a “Class Member.”

2. What is this Case About?

Plaintiff filed a lawsuit on May 27, 2020 in Tulare County Superior Court (Case No. VCU282978), seeking restitution, penalties, interest, costs, and attorneys’ fees, for the alleged failure to provide: all earned wages, including final wages; rest and meal periods; accurate wage statements; and reimbursement for business expenses. Plaintiff filed a second lawsuit on August 6, 2020 seeking civil penalties under the California Private Attorneys General Act (“PAGA”) based

Questions? Call the Settlement Administrator toll free at 1 (888) 919-3698

on the violations alleged above. (Case No. VCU283853). The two lawsuits have been joined together for settlement. (the “Lawsuit”).

Saputo denies all claims made in the Lawsuit and contends it has complied with all laws at all times. The Court has not decided either side is right and the Parties agreed to settle only to avoid the time and costs of litigation.

3. *Am I a Class Member or PAGA Group Member?*

You are a Class Member if you worked for Saputo in California any time from May 27, 2016 to March 30, 2023 as a non-exempt, or hourly, employee. As a Class Member, you will receive a payment because of this Settlement unless you opt out of the class as described below.

PAGA Group members worked for Saputo in California any time from May 12, 2019 through March 30, 2023 (“PAGA Period”) as a non-exempt, or hourly, employee. If you are a PAGA Group member, you will receive a payment for the PAGA portion of the Settlement whether or not you opt out of the class settlement.

4. *Who are the Attorneys for the Class?*

COHELAN KHOURY & SINGER

Michael D. Singer/Jeff Geraci
605 C Street, Suite 200
San Diego, California 92101
Telephone: (619) 595-3001
matlas@ckslaw.com

LEBE LAW, APLC

Jonathan M. Lebe/Zachary Gershman
777 S. Alameda Street, Second Floor
Los Angeles, California 90021
Telephone: (213) 358-7046

The Court decided Plaintiff’s attorneys are qualified to represent the Class in this Settlement. You do not need to hire an attorney because Class Counsel represent you, but you may hire your own attorney at your own expense.

5. *What Are My Options?*

DO NOTHING: If you do nothing, you will receive payment and be bound by the release of Class Action claims stated in this Notice and Settlement.

OPT OUT: If you “opt out,” you remove yourself from the Class Action. If the Court grants final approval of the Class Action Settlement, you will **not** receive any payment, except a share of the PAGA award, if eligible. This is the only way to retain your right to sue Saputo individually for claims covered by the Settlement.

OBJECT: If you want to object to any aspect **OF** the proposed Settlement you can write the Settlement Administrator. If you want to object then you must **not** opt out.

6. *How Do I Opt Out or Exclude Myself from the Class Action Settlement?*

If you do not want to remain in the Class Action Settlement, then you must sign and mail a written request, postmarked no later than April 13, 2024 to the Settlement Administrator:

Vasquez v. Saputo Cheese USA, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, California 92606

The opt-out request must state in substance: “I want to opt out of the Settlement of the case *Vasquez v. Saputo Cheese USA, Inc.* settlement. I understand I will not receive a Settlement Payment described in the Notice of Class Action Settlement.” The request must state your full name and address, and must be signed by you.

Opt out requests postmarked after April 13, 2024 or that are incomplete or unsigned, will be rejected, and you will be bound by the Settlement and will receive your Settlement payment. Even if you return a valid and timely opt-out request, you will still receive a share of the PAGA Penalties and will release PAGA claims.

Questions? Call the Settlement Administrator toll free at 1 (888) 919-3698

7. How Do I Object to the Class Action Settlement?

If you do not opt out, and believe the Settlement should not be finally approved by the Court, you may object in writing or in person. Written objections must state your name, current address, telephone number, dates of employment in California by Saputo, reason(s) for the objection, and the case name and number, *Vasquez v. Saputo Cheese USA, Inc.* Case No. VCU282978. Include any documents which support your objection. Written objections must be mailed to the Settlement Administrator at the address above and served on all counsel listed in this Notice on or before April 13, 2024. You may appear at the Final Approval Hearing to object orally even if you have not objected in writing.

If the Court approves the Settlement you will be bound by all Settlement terms, even if you objected, in the same way as Class Members who do not object.

8. How Does This Settlement Affect My Rights? What are the Released Claims?

After the Court approves the Settlement, unless you exclude yourself, you are staying in the Class and cannot sue, continue to sue, or be part of any other lawsuit against Saputo for the claims released in this Action. You will be bound by the judgment in this Action and you will “give up” or release:

All claims that were or could have been asserted in this Lawsuit or that were based on or arose out of the facts alleged in this Lawsuit, including, claims for failure to provide: minimum, overtime, reporting time, and final wages; compliant rest and meal periods; accurate wage statements; reimbursement of business-related expenses; along with claims for unfair business practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and, civil penalties under Labor Code §§ 2698, *et seq.* based on the violations alleged above. The parties being released are Saputo Cheese USA, Inc., its present and former parents, subsidiaries, affiliates, insurers, successors, assignees, and related entities and their agents.

9. What is the Settlement Amount?

Saputo will pay a Gross Settlement Amount of \$2,400,000. The Gross Settlement Amount includes all Settlement payments to Class Members and, subject to Court approval: (a) Settlement Administration Expenses not to exceed \$17,500 (preliminarily approved by the Court in an amount not to exceed \$15,500), (b) Class Representative Service Payment up to \$10,000, (preliminarily approved by the Court in an amount up to \$5,000), to compensate Plaintiff for services undertaken on behalf of the Class, (c) Class Counsel Fees up to \$800,000 (one-third of the Gross Settlement), (preliminarily approved by the Court in an amount up to \$586,397.50), (d) Class Counsel Costs up to \$35,000, (e) \$120,000 for civil penalties - \$90,000 (75%) paid to California’s Labor Workforce and Development Agency (“LWDA Payment”); and, \$30,000 (25%) paid to Class Members who worked from May 12, 2019 to March 30, 2020. The exact amount of these deductions from the Gross Settlement is subject to court approval.

10. How Much Can I Expect to Receive from the Settlement?

After deducting Court-approved amounts for the payments above, the remaining portion is the “Net Class Settlement Fund” (“NCSF”) estimated at \$1,417,500, (preliminarily approved by the Court in an amount estimated at \$1,638,102.50). Individual Gross Settlement Payments shall be distributed to all Class Members who do not request to be excluded (“Participating Class Members”). The Settlement Administrator will calculate Individual Gross Settlement Payments by dividing the total number of weeks all Class Member worked during the Class Period by the NCSF and multiplying that number by the number of weeks each Class Member worked during the Class Period.

Saputo’s records show you worked «Workweeks» Workweeks from May 27, 2016 through March 30, 2023.

Based on this information, you are estimated to receive a payment of \$«EstSettAmt», less withholdings, if you do not opt out.

Saputo’s records show you worked «PAGAPeriods» Pay Periods during the PAGA Period, May 12, 2019 to March 30, 2023.

Based on this information, you are estimated to receive PAGA penalties of \$«EstPAGAAmt». You will receive the PAGA payment whether or not you opt out of the class settlement.

Settlement Payments are allocated 80% to penalties and interest and 20% to wages. You will receive a Form 1099 for the penalty and interest amounts and a Form W-2 for the wage amounts from the Settlement Administrator.

If you believe the information your Settlement or PAGA Payment is based on is incorrect, you must return a written statement signed by you with any information or documents which support your position, with the case name and number, *Vasquez v. Saputo Cheese USA, Inc.* Case No. VCU282978. The Settlement Administrator will use Saputo's records and the information you provide to resolve any disputes. The Administrator's determination will be final and binding, subject to Court review.

11. When Can I Expect to Receive a Settlement Payment?

You do not need to do anything to receive a Settlement Payment. If you do not opt-out, and there are no objections submitted, your share of the Settlement will be mailed to you about 40 days after the Court grants final approval of the Settlement and enters judgment. **Your share of the Settlement will be mailed to the address the Administrator has on file for you, which is the address where this Notice was mailed. If this address is not right, or if you move after you receive this Notice, you must inform the Settlement Administrator.**

12. The Final Approval Hearing.

The Court will hold a Final Approval Hearing on July 22, 2024, at 8:30 a.m., in Department 2 of the Tulare County Superior Court, located at 221 South Mooney Blvd., Visalia, California, to determine whether the Settlement is fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and reimbursement of litigation costs, the Class Representative Service Payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval Hearing without further notice to Class Members, but, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date of the Final Approval Hearing. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend. Should the Court grant Final Approval of the Settlement and enter judgment, the Court's Order approving the Settlement and the Judgment may be viewed on the Administrator's website, www.cptgroupcaseinfo.com/SaputoCheeseSettlement.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the *Vasquez v. Saputo Cheese* Class Action Settlement.

This Notice does not contain all the proposed terms of settlement or all details of court proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Tulare County Superior Court at the address given above, or you may ask for a free copy from Class Counsel. Materials also appear on the Settlement Administrator's website: www.cptgroupcaseinfo.com/SaputoCheeseSettlement, and at the Court's website: tulare.courts.ca.gov

PLEASE DO NOT CALL THE COURT, THE JUDGE, DEFENDANT'S SUPERVISORS, MANAGERS, OR ATTORNEYS ABOUT THIS SETTLEMENT

- To receive your Settlement payment as a Participating Class Member, you must not return an opt out request, and your current mailing address must be on file with the Administrator. All Class Members who worked any time during the PAGA Period, will receive a share of the PAGA Payment and release all PAGA claims.
- Settlement Share and PAGA Payment checks will be void 180 days after issued if not deposited or cashed. After 180 days, the Settlement Administrator will forward the unclaimed amount to Legal Aid at Work, legallaidatwork.org, a non-profit organization providing legal services to California workers. If your check is lost or misplaced, contact the Settlement Administrator immediately to request a replacement.

Superior Court of California, County of Tulare
Vasquez v. Saputo Cheese USA, Inc.
Case No. VCU282978

CHANGE OF ADDRESS FORM

I wish to change my name or mailing address or other contact information to the following:

Name: _____

Former Name (if applicable): _____

Street and Apt. No., if any: _____

City, State and Zip Code: _____

Telephone(s): (Home): _____; (Cell): _____

I understand all future correspondence in this Action, including but not necessarily limited to important notices or Settlement Payments, will be sent to the address listed above and not to the address previously used. I request and consent to the use of the address listed above for these purposes.

Submitted by:

Dated: _____

Print Name: _____

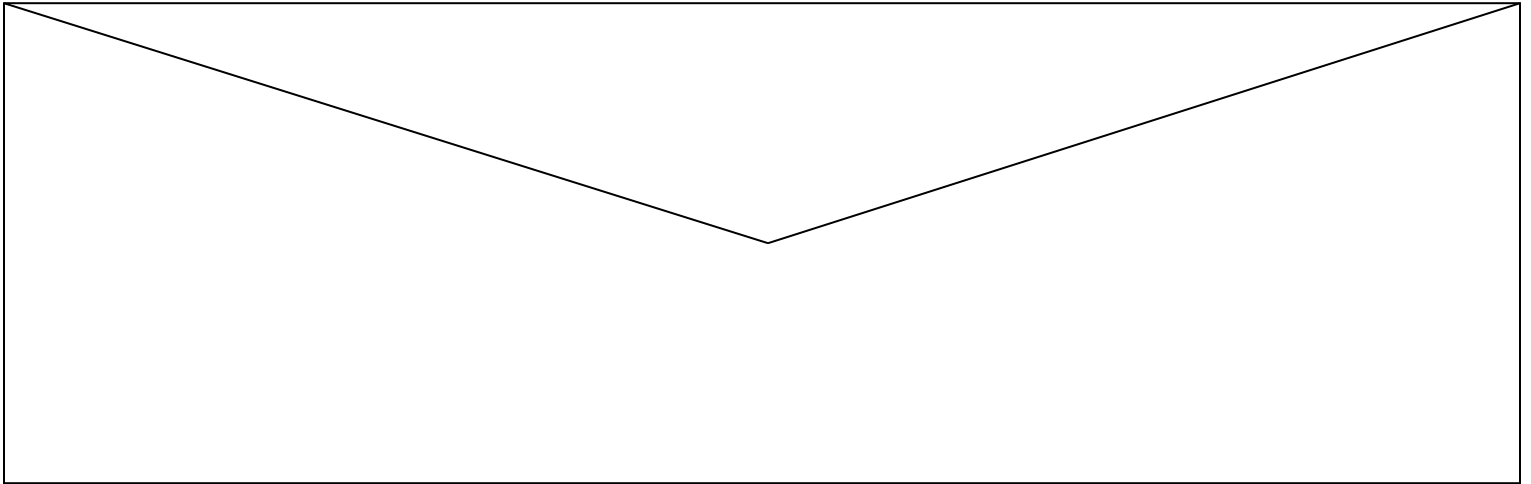
Signature: _____

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST-CLASS MAIL TO:**

Vasquez v. Saputo Cheese USA, Inc.
Class Action Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, California 92606

CHANGE OF ADDRESS FORM

Questions? Call Toll Free – 1 (888) 919-3698



**Back Side
#9 Envelopes**

**Front Side
#9 Envelopes**

**PLACE
STAMP
HERE**

**Vasquez v. Saputo Cheese USA, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606**

EXHIBIT B

Vasquez v. Saputo Cheese USA, Inc.

All-In Settlement

Class Size: 2,308
Opt-Out Rate: 0.09%
No. of Checks Issued: 2,306
Postage Total: \$2,615.24
Grand Total: \$23,450.29
DISCOUNTED FLAT FEE: \$17,500.00

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. All Pertinent Documents will be Posted on a Case Specific Website.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Static Website	\$500.00	1	\$500.00
TOTAL			\$2,215.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace Using XML LexID, if Necessary. CPT will Mail a Full-Length Notice, 1-Page Exclusion Form in English Only.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$250.00	1	\$250.00
Print & Mail Notice Packets	\$1.00	2,308	\$2,308.00
First-Class Postage (up to 1 oz.)	\$0.52	2,308	\$1,200.16
TOTAL			\$3,948.16

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Rемаiled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	25	\$12.50
Skip Trace for Best Address	\$1.00	93	\$93.00
Print & Remail Notice Packets	\$1.00	76	\$76.00
First-Class Postage (up to 1 oz.)	\$0.60	76	\$45.60
TOTAL			\$287.10

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	2	\$4.15
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.60	1	\$0.60
Review & Process Deficiency Responses	\$10.00	1	\$10.00
		TOTAL	\$321.25

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	27	\$81.00
		TOTAL	\$381.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	2,306	\$230.59
		TOTAL	\$665.59

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashied and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	6	\$900.00
Project Manager: Correspondence w/Parties	\$95.00	3	\$285.00
Programming: Setup & Printing of Checks	\$150.00	4	\$600.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	2,306	\$5,764.81
First-Class Postage (up to 1 oz.)	\$0.52	2,306	\$1,199.08
		TOTAL	\$9,648.89

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties. All Uncashed Checks will be Sent to Cy pres.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	184	\$92.00
Skip Trace for Best Address	\$1.00	184	\$184.00
Remail Undeliverable Checks	\$2.50	167	\$417.50
First-Class Postage (up to 1 oz.)	\$0.60	167	\$100.20
Re-Issue Checks as Required	\$5.00	116	\$580.00
First-Class Postage (up to 1 oz.)	\$0.60	116	\$69.60
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation	\$600.00	1	\$600.00
Annual Tax Reporting to IRS	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Uncashed Funds Sent to Cy pres	Included	1	Included
		TOTAL	\$5,983.30
		GRAND TOTAL	\$23,450.29