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Attorneys for Plaintiff, the Class, and Aggrieved Employees

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

NICOLA ROMANO, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

SSA TERMINALS, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 20STCV29048

[Assigned for all purposes to the Hon. William F.
Highberger, Department 10]

DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION

Date: November 9, 2022

Time: 11:00 a.m.

Dept.: 10

Complaint Filed: July 30, 2020

Trial Date: None Set

1 I, Taylor Mitzner, declare as follows:

2 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-
3 appointed Class Action Settlement Administrator for *Nicola Romano v. SSA Terminals, LLC* (the
4 “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I
5 could and would testify competently to such facts.

6 2. 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) determining the validity of letters indicating a
11 request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections
12 to the Class Settlement (“Notice of Objection”), and/or dispute regarding the number of
13 Workweeks submitted by Class Members; (iv) calculating the Net Settlement Amount and the
14 Individual Settlement Shares to Class Members; (v) calculating and issuing the Individual
15 Settlement Payments and distributing them to Settlement Class Members and Individual PAGA
16 Payments to Aggrieved Employees; (vi) issuing the payment to Class Counsel for attorneys’ fees
17 and costs, the Enhancement Payments to both Plaintiffs, and the employer/employee payroll taxes
18 to the appropriate taxing authorities; and (vii) such other tasks as set forth in the Settlement
19 Agreement or as the Parties mutually agree or as the Court orders.

20 3. On July 21, 2022, Phoenix received a data file from Defense Counsel that contained
21 names, last known mailing addresses, Social Security numbers, and number of Wage Statements
22 earned for each Class Member (“Class List”) from April 6, 2019 to November 1, 2020 (“Class
23 Period”). The final mailing list contained three hundred twelve (312) individuals identified as
24 Class Members, who earned a collective total of twenty-three thousand three hundred twenty-one
25 (23,321) Wage Statements during the Class Period.

26 4. On July 25, 2022, Phoenix conducted a National Change of Address (“NCOA”)
27 search in an attempt to update the class list of addresses as accurately as possible. A search of this
28

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 5. On August 4, 2022, Phoenix mailed the Notice via U.S. first class mail to all three
4 hundred twelve (312) Class Members on the Class List. A true and correct copy of the mailed
5 Notice is attached hereto as **Exhibit A**.

6 6. As of the date of this declaration, fifteen (15) Notices have been returned to
7 Phoenix. None were returned with a forwarding address. Phoenix attempted to locate a current
8 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
9 available for skip tracing. Of the fifteen (15) Notices that were skip traced, fifteen (15) updated
10 addresses were obtained and the Notice was promptly re-mailed to those Class Members via first
11 class mail.

12 7. As of the date of this declaration, zero (0) Notices are considered undeliverable.

13 8. The deadline to submit a dispute, object to or request exclusion from the Class
14 Settlement was September 19, 2022.

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 three hundred twelve (312) 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.

24 13. The Net Settlement Amount of \$128,299.14 available to pay Settlement Class
25 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$83,333.33),
26 and costs (\$9,867.53), requested Enhancement Payments to Plaintiff (\$10,000.00), the PAGA
27

1 Amount (\$10,000.00), and the Settlement Administration Costs (\$8,500.00) from the Total
2 Settlement Amount (\$250,000.00).

3 14. Based upon the calculations stipulated in the Settlement, the highest Individual
4 Settlement Share to be paid is approximately \$456.62, the lowest Individual Settlement Share to
5 be paid is approximately \$5.50, while the average Individual Settlement Share to be paid is
6 approximately \$411.22.

7 15. Additionally, \$10,000.00 of the Total Settlement Amount has been allocated
8 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
9 \$7,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
10 or \$2,500.00, of which shall be paid to the Settlement Class Members. The highest Individual
11 PAGA Payment to be paid is approximately \$8.90, and the average Individual PAGA Payment to
12 be paid is approximately \$8.01.

13 16. Pursuant to the Settlement, the Individual Settlement Shares will be considered fifty
14 percent (50%) interest and fifty percent (50%) penalties. The Individual PAGA Payments will be
15 classified as one hundred percent (100%) penalties.

16 17. Phoenix's costs associated with the administration of this matter are \$8,500.00.
17 This includes all costs incurred to date, as well as estimated costs involved in completing the
18 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
19 **Exhibit B.**

20
21 I declare under penalty of perjury of the laws of the State of California that the foregoing
22 is true and correct.

23 Executed this 12th of October 2022, at Orange, California.

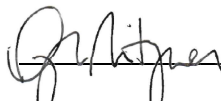
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25
26
27
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Taylor Mitzner

Exhibit A

Nicola Romano v. SSA Terminals, LLC
 Superior Court of California, County of Los Angeles
 (Case No. 20STCV29048)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER CALIFORNIA EMPLOYEE OF SSA TERMINALS, LLC, WHO WAS REPRESENTED BY THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (OR “IAM,” EITHER AT THE LOCAL OR NATIONAL LEVEL) DURING THAT EMPLOYMENT AND RECEIVED AT LEAST ONE WAGE STATEMENT FROM SSA TERMINALS, LLC, AT ANY TIME FROM, AND INCLUDING, APRIL 6, 2019, TO NOVEMBER 1, 2020, YOU MAY BE ENTITLED TO MONEY FROM A CLASS ACTION SETTLEMENT.

The Los Angeles County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Settlement Administrators (“Settlement Administrator”). This is not an advertisement or a solicitation from a lawyer.

ATTN: «Contact»

«Address_1»

«City», «State» «ZIP_Code»

- **YOUR ESTIMATED TOTAL SETTLEMENT PAYMENT IS «ESA_Before_Paga». This payment is referred to herein as “Total Payment” and may be subject to change.**

OVERVIEW OF LAWSUIT, RESOLUTION REACHED, AND YOUR OPTIONS

- Nicola Romano (“Named Plaintiff”) filed a lawsuit against SSA Terminals, LLC (“SSAT”), on behalf of himself and all other similarly situated employees alleging SSAT failed to provide them accurate wage statements in accordance with California law.
- SSAT denies any and all wrongdoing alleged in this matter. But rather than spend further resources or time litigating this lawsuit, SSAT has chosen to enter into a settlement with Named Plaintiff to bring finality to the case and allow it to focus on its day-to-day operations.
- The Court has preliminarily approved the settlement reached between the parties.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Therefore, please read this Notice carefully.
- SSAT informed the IAM that certain members would be receiving materials related to the settlement reached in this lawsuit. To date, the IAM has not objected to this type of correspondence being sent out.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

To receive your Total Payment, DO NOTHING IN RESPONSE TO THIS NOTICE

If you do nothing in response to this notice, you will receive your Total Payment, which is estimated above. You will also be considered a member of the settlement class and will be deemed to have released the claims made or that could have been made in this lawsuit. To ensure you receive your Total Payment, please notify the Settlement Administrator if your mailing address changes from now until you receive a settlement check. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.

You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: September 19, 2022)	If you ask to be excluded from the settlement, you will not receive your Total Payment. Instead, you will receive a Private Attorneys General Act-only payment. You will not be considered a member of the settlement class as to the class action claims brought by Named Plaintiff and will be considered to not have released those claims made or that could have been made in this lawsuit. However, you will be considered a member of the PAGA settlement class and will be deemed to have released those claims. You will also receive a PAGA-only payment that is estimated to be «PAGA_Amount» for you (“PAGA-Only Payment”). Important: You cannot ask to be excluded from the settlement <u>and</u> still receive your Total Payment. Also, if you do not ask to be excluded, your Total Payment will include your PAGA-Only Payment.
You Can OBJECT TO THE SETTLEMENT AND WILL STILL RECEIVE YOUR TOTAL PAYMENT* (Deadline: September 19, 2022)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the identified deadline. Regardless of how the Court rules on your objection, you will still be considered a member of the settlement class and to have released the claims made or that could have been made in this lawsuit. If the Court approves the settlement, you will still receive your Total Payment even if you have objected. *As long as the Court grants final approval to the settlement.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE FURTHER EXPLAINED BELOW.

The Court is in charge of this lawsuit and still has to decide whether to grant final approval of the settlement. Payments will be made if the Court does so and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is This Lawsuit About?

In the lawsuit, Named Plaintiff claims SSAT failed to provide accurate itemized wage statements to employees in violation of California Labor Code section 226(a). Specifically, Named Plaintiff alleges the wage statements did not correctly list total hours worked. SSAT denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. Indeed, SSAT asserts that it complied with all legal requirements. But, SSAT has decided to resolve the lawsuit now to avoid the costs and disruption of further legal proceedings.

3. What is a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called class representatives (in this case, Nicola Romano), sue on behalf of themselves as well as people they believe have similar claims. These people are known as “class members” and together, make up a “class.” One case resolves the claims at-issue for all class members, except for those who exclude themselves from the class. The Los Angeles County Superior Court is presiding over the case. The lawsuit is known as *Nicola Romano v. SSA Terminals, LLC*, Case No. 20STCV29048.

4. Why is There a Settlement?

No trial has been conducted in this matter nor has the Court decided the case in either Named Plaintiff's or SSAT's favor. Overall, the parties disagree as to who would have won if the matter did proceed to trial. But, instead of incurring fees and costs to litigate this case and because of the risks associated with proceeding further, the parties agreed to a settlement. That way, the individuals Named Plaintiff alleges were affected will receive compensation.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that any current or former California employee of SSAT who was represented by the IAM during such employment and received a wage statement at any time between and including April 6, 2019, and November 1, 2020 (the "Class Period"), is a class member.

6. What Does the Settlement Provide?

The proposed settlement provides for a payment by SSAT of \$250,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the "Gross Settlement Amount"). The total amount to be distributed to class members will be the value of the Gross Settlement Amount minus the following (which will result in a "Net Settlement Amount"): (a) settlement administration costs not to exceed \$10,000.00; (b) class representative service award to Named Plaintiff not to exceed \$10,000.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable to him, he would be personally responsible for certain litigation costs, including those of SSAT); (c) Class Counsel's attorneys' fees not to exceed \$83,333.33; (d) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed \$15,000.00; and (f) payment of \$7,500.00 to the Labor and Workforce Development Agency ("LWDA") for resolution of the PAGA claim also brought in this lawsuit. **Class Counsel's attorneys' fees and costs and Named Plaintiff's class representative service award remain subject to Court approval.**

Note, \$10,000.00 of the Gross Settlement Amount has been apportioned to Named Plaintiff's PAGA claim, 75% of which (or \$7,500.00) will be paid to the LWDA per applicable law (namely, the payment identified in subsection (f) of the immediately preceding paragraph) and 25% of which (or \$2,500.00) will be distributed to all class members based on the number of wage statements received during the Class Period regardless of whether they request exclusion.

No portion of the Gross Settlement Amount will be returned to SSAT under any circumstances.

7. How Much Will I Receive?

Your estimated Total Payment is shown above and is based on the number of wage statements you received from SSAT during and including April 6, 2019, to November 1, 2020, as compared to the total number of wage statements received by all class members in that same period. Based upon SSAT's records, the number of applicable wage statements you received has been determined to be **. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of wage statements listed for you, see Question 9 below.

8. How Do I Get My Total Payment?

To receive your Total Payment, you need not do anything. The Settlement Administrator will mail you a check within about forty-five days after the Court enters a judgment based on this settlement. But it could be later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe the Information is Inaccurate?

If you believe the number of wage statements you received during and including April 6, 2019, to November 1, 2020, is inaccurate, you may dispute it by sending a letter to PO Box 7208, Orange, CA 92863 no later than September 19, 2022. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Claims Am I Releasing in Exchange for a Total Payment?

Unless you request to be excluded from the settlement, you will be considered a part of the settlement class. That means you will be deemed to have released SSAT from any legal claims based on or that could have been based on the facts and allegations made by Named Plaintiff in the lawsuit. More specifically, you will be releasing or giving up the claims described below:

All claims, including for statutory and civil penalties, interest, costs, and attorneys' fees related thereto, that were or could have been brought under the facts and allegations made in the operative Complaint, including claims for violation of Labor Code section 226 and civil penalties under the California PAGA predicated on alleged violation of Labor Code section 226 that occurred during and including April 6, 2019, to November 1, 2020.

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as "opt-out"), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Nicola Romano v. SSA Terminals, LLC* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, your signature, and the date you sign your exclusion request. You must mail your exclusion letter postmarked no later than September 19, 2022, to the Settlement Administrator at PO Box 7208, Orange, CA 92863.

If you submit a timely and valid "opt-out" request, you will not be considered a member of the class action settlement class and you will not receive any money from the class action portion of the settlement or be able to object to the settlement. But you will not be bound by anything that happens regarding the class action portion of this lawsuit. However, even if you opt-out of the class action, you cannot opt-out of the PAGA portion of this lawsuit and will still receive your PAGA-Only Payment and be deemed to have released the PAGA claim(s) being resolved by this settlement.

Please note, if you do not exclude yourself and the Court grants final approval of the settlement, then the Total Payment you will receive will include your PAGA-Only Payment. So, you remaining as a settlement class member does not result in waiver or forfeiture of your PAGA-Only Payment. Instead, you will, as set forth herein, receive a Total Payment, which involves monies being distributed to you for resolution of the class action-based claims brought on your behalf plus the PAGA-Only Payment.

12. If I Don't Exclude Myself, Can I Still Sue Defendant?

If you do not exclude yourself from the settlement, you cannot sue SSAT for any of the claims that this settlement resolves. If you have a pending lawsuit against SSAT, speak to your lawyer in that case immediately.

13. How Do I Tell the Court that I Don't Believe that the Settlement is Fair?

If you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing. All objections must be signed by you and must include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than September 19, 2022, to the Settlement Administrator at PO Box 7208, Orange, CA 92863. You may then also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense

Alternatively, you may appear at the final approval hearing for the settlement and present your objection to the Court orally, even without submitting a prior written objection.

14. What Is the Difference Between Objecting and Asking to Be Excluded?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class and do not exclude yourself. Excluding yourself, on the other hand, is telling the Court that you don't want to be a class member. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive your Total Payment if the Court grants final approval as to the settlement regardless of how the Court rules on your objection.

15. Do I Have a Lawyer in this Case?

The Court decided that the law firms Diversity Law Group and Polaris Law Group, both of which represent the Named Plaintiff, are qualified to represent you and all class members for settlement purposes. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

16. Do I have to pay the Attorneys for the Class and the Class Representative?

No. The attorneys for the Named Plaintiff and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$83,333.33 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$15,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$10,000.00 will be paid from the Gross Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable to him, he would be personally responsible for certain litigation costs incurred, including those of SSAT).

17. Notice of Hearing on Final Approval and Objections to Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable William F. Highberger on November 9, 2022, at 11:00 a.m., in Department 10 of the Superior Court of California for the County of Los Angeles, 312 N. Spring Street, Los Angeles, California 90012, to determine whether the settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Due to the COVID-19 pandemic, in-person appearance at the final approval hearing may not be available. If you wish to appear remotely to object, you should go to www.lacourt.org/lacc to sign up to make a remote appearance via telephone or videoconference.

If in-person appearances are available for the final approval hearing, then the Court may require and/or enforce use of face masks and social distancing rules/guidelines.

Once final approval is granted by the Court, the Court will enter judgment and all class members who have not requested exclusion will receive their Total Payment and be deemed to have released the claims set forth above while those that did timely request exclusion will still receive a PAGA-Only Payment and be deemed to have only released the PAGA claim(s) asserted in this lawsuit.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator.

19. What is the Contact Information for the Court and Class Counsel and Who Represents SSAT?

The addresses for the Court, Class Counsel (along with their contact information), and SSAT's Counsel are as follows:

COURT	CLASS COUNSEL	SSAT'S COUNSEL
Clerk of Court Los Angeles County Superior Court 312 N. Spring Los Angeles, CA 90012	DIVERSITY LAW GROUP, P.C. Larry W. Lee Kristen M. Agnew Nicholas Rosenthal 515 S. Figueroa Street Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554 POLARIS LAW GROUP William L. Marder 501 San Benito Street Suite 200 Hollister, California 95023 Telephone: (831) 531-4214 Facsimile: (831) 634-0333	GORDON REES SCULLY MANSUKHANI LLP Jim McMullen Justin Michitsch 101 W. Broadway, Suite 2000 San Diego, CA 92101

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Nicola Romano v. SSA Terminals, LLC
c/o Phoenix Settlement Administrators.

PO Box 7208

Orange, CA 92863

Toll-Free Phone Number: (800) 523-5773

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

Exhibit B



CASE ASSUMPTIONS

Class Members	312
Opt Out Rate	1%
Opt Outs Received	0
Total Class Claimants	312
Subtotal Admin Only	\$8,786.66

INVOICE	\$8,500.00
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October 11, 2022

Case: Romano v. SSA Terminals

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$135.08	1	\$135.08
Call Center & Long Distance	\$2.00	31	\$62.40
NCOA (USPS)	\$100.00	1	\$100.00
Total			\$1,047.48

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.15	312	\$46.80
Notice Packet & Opt-Out Form	\$1.50	312	\$468.00
Postage	\$0.56	312	\$174.72
Total			\$1,064.52

* 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	\$0.75	62	\$46.80
Remail Notice Packets	\$1.50	62	\$93.60
Estimated Postage	\$0.56	62	\$34.94
Programming Undeliverables	\$50.00	2	\$100.00
		Total	\$425.34

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	3	\$375.00
Case Associate	\$50.00	3	\$150.00
Opt-Outs/Deficiency/Dispute Letters	\$4.00	8	\$31.20
Case Manager	\$125.00	2	\$250.00
		Total	\$1,181.20

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$125.00	3	\$375.00
QSF Bank Account & EIN	\$50.00	3	\$150.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$1.75	312	\$546.00
Estimated Postage Checks, W2 and 1099	\$0.56	312	\$174.72
		Total	\$2,070.72

* 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	\$120.00	4	\$480.00
Remail Undeliverable Checks (Postage Included)	\$1.25	31	\$39.00
Case Associate	\$50.00	3	\$150.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$80.00	2	\$160.00
Final Reporting & Declarations	\$110.00	2	\$220.00

Unchashed Check Notice Postcard (Postage Included)	\$1.00	23	\$23.40
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS Annual Tax Reporting * (State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$2,997.40

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

Total: \$8,786.66

