

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 8/17/2021 5:10 PM
Reviewed By: R. Walker
Case #20CV368917
Envelope: 7082299**

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

MARK WARD, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SEAGATE US LLC, a Delaware limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20CV368917

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

Date: September 9, 2021
Time: 1:30 P.M.
Dept.: 1

Complaint Filed: August 9, 2019
Trial Date: Not Set

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1. I am the Director of Case Management at Phoenix Settlement Administrators (PSA), the Court-appointed Class Action Settlement Administrator for *Mark Ward v. Seagate US LLC*. 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 May 27, 2021, PSA received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, Subclass information, and Wage Statements for each Class Member during the Wage Statement Class Period. The final mailing list contained one hundred seventeen (117) Class Members.

5. On June 7, 2021, PSA mailed the Notice Packet via U.S. first class mail, in English to all one hundred seventeen (117) Class Members on the Class List. A true and correct copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

6. As of the date of this declaration, three (3) Notice Packets have been returned to PSA. None were returned with a forwarding address. For the three (3) Notice Packets returned from the Post Office without a forwarding address, PSA attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the three (3) Notice Packets that were skip traced, three (3) updated addresses were obtained and the Notice Packet was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, there are no undeliverable Notice Packets.

8. PSA has received zero (0) Requests for Exclusion (i.e. "Opt-Out's"). The deadline for Class Members to submit an "Opt-Out" request was July 22, 2021.

9. PSA has received zero (0) Objections to the Settlement. The deadline for Class Members to submit an "Objection" to the Settlement was July 22, 2021.

10. There are no outstanding disputes.

11. The Net Settlement Fund of \$187,860.38 available to pay Class Members was determined by subtracting the Class Counsel attorneys' fees (\$110,000.00), Class Counsel costs payment (\$8,639.62), Class Representative Enhancement Award (\$10,000.00), the LWDA distribution (\$7,500.00), and the Claims Administrator costs (\$6,000.00) from the Gross Settlement Fund (\$330,000.00). Based upon the calculations stipulated in the Settlement, the highest individual settlement payment to be paid will be approximately \$2,952.65, and the lowest individual settlement payment to be paid will be approximately \$52.79, with the average individual settlement payment to be paid being approximately \$1,605.64.

12. PSA's costs associated with the administration of this matter are \$6,000.00. 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 PSA is attached hereto as **Exhibit B**.

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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 12th day of August 2021, at Fullerton, California.

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6 
7 ELIZABETH KRUCKENBERG

Exhibit A

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

MARK WARD, as an individual and on behalf
of all others similarly situated,

Plaintiffs,

vs.

SEAGATE US LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO: 20-CV-368917

Assigned to the Hon. Sunil R. Kulkani, Dept. 1

**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 Seagate's records, you received «Total_Wage_Statements» wage statements containing Shift Premium and/or Shift OT wages as a non-exempt employee in California between April 6, 2019 and August 7, 2020. Based on this number, your Individual Payment Amount as a member of the Wage Statement Class is estimated to be «Wage_Statement_Amount».

According to Seagate's records, you «Sick_Pay_Class» eligible for a settlement payment as a member of the Sick Pay Class. «Sick_Pay_Amount»

- A settlement will provide \$330,000.00 to pay claims to certain current and former non-exempt employees, as described below, who have been employed in California by Seagate US LLC ("Seagate") between April 6, 2017 and August 7, 2020.
- The settlement resolves a lawsuit in which it is alleged that Seagate failed to: (1) provide accurate wage statements to certain California employees who received Shift Premium and/or Shift Overtime (OT) wages; and (2) properly calculate sick pay to certain former employees in California who received sick pay and Shift Premium wages in the same workweek, as described more fully below. The settlement avoids the costs and risks from continuing the lawsuit, pays money to employees, and releases Seagate from liability for the alleged violations.
- Lawyers for the employees will ask the Court to award them up to \$110,000 as attorneys' fees and up to \$15,000 as costs and expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Seagate 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 Seagate 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 Seagate 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 Seagate 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 pages 5 and 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 September 9, 2021 at 1:30 p.m. More information regarding this hearing is set forth on page 5.

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 Seagate's records, you may be a member of the class on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On August 5, 2020, Plaintiff Mark Ward filed this class action lawsuit against Seagate in Santa Clara County Superior Court. The lawsuit alleges violations of California Labor Code §§ 201-203, 226(a), and 2698, *et seq.* Specifically, the lawsuit alleges that Seagate failed to provide accurate itemized wage statements in accordance with California law to certain California non-exempt employees whenever Shift Premium and/or Shift OT Wages were paid. The lawsuit also alleges that Seagate failed to pay sick pay wages at the correct regular rate of pay that included non-discretionary incentives such as Shift Premium Wages. Based on these allegations, Plaintiff seeks to recover statutory penalties, civil penalties, attorneys' fees and costs on behalf of himself and other employees affected by these alleged violations (the "Settlement Class"). Seagate denies all of the material allegations in the lawsuit and denies that it did anything wrong.

The Parties have reached an agreement to resolve the claims in the lawsuit. The Court has preliminarily 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 Seagate. Plaintiff believes he would have prevailed on his claims at a trial. Seagate 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 two separate groups of Seagate non-exempt employees employed in California:

(1) All current and former non-exempt employees who were paid Shift Premium wages and/or Shift OT wages between April 6, 2019 and August 7, 2020 ("the Wage Statement Class"); and

(2) All non-exempt employees who received Shift Premium and sick pay in the same workweek and whose employment ended (either voluntarily or involuntarily) at any time from April 6, 2017 through August 7, 2020 ("the Sick Pay Class").

You may be a member of one or both of these classes.

C. What has Seagate agreed to do?

Seagate will pay \$330,000 (the "Maximum Settlement Amount") to settle the lawsuit. The following sums will be paid from the Maximum Settlement Amount: (1) \$7,500 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 \$110,000, and Class Counsel's documented litigation costs in an amount set by the Court not to exceed \$15,000; (3) a service payment to the Plaintiff in an amount set by the Court, not to exceed \$10,000 for his service in the lawsuit; and (4) no more than \$6,000 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 Seagate, and any of its former and present parents, subsidiaries, divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, successors, assigns and legal representatives ("Released Parties"), as follows:

(1) If you are a member of the Wage Statement Class and do not opt out of the Settlement, you will be releasing the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, whether known or unknown, arising from April 6, 2019 through August 7, 2020, arising out of any violation of Labor Code § 226, including (a) any and all claims for failure to furnish accurate itemized wage statements; (b) all derivative claims for statutory penalties and/or civil penalties under the Private Attorneys General Act of 2004 ("PAGA") premised on Labor Code § 226; (c) pre-judgment interest; and (d) any and all claims for attorneys' fees and costs.

(2) If you are a member of the Sick Pay Class and do not opt out of the Settlement, you will be releasing the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, whether known or unknown, arising from April 6, 2017 through August 7, 2020, arising out of any violation for failure to pay sick pay, including (a) any and all claims for waiting time penalties under Labor Code § 203; (b) all derivative claims for statutory penalties and/or civil penalties under PAGA premised on Labor Code §§ 201-203 and 246; (c) pre-judgment interest; and (d) any and all claims for attorneys' fees and costs.

The claims being released above under subparagraphs 1 and 2 (collectively, "the Released Claims") do not include a release of *all* legal claims you may have as an employee or former employee of Seagate. 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.

Eighty percent (80%) of the Net Settlement Amount will be apportioned among Wage Statement Class Members on a pro rata basis, based on the number of wage statements reflecting payment for Shift Premium and/or Shift OT wages that were issued between April 6, 2019 and August 7, 2020 to each Wage Statement Class Member, as compared to the total number of such wage statements issued to all Wage Statement Class Members.

Twenty percent (20%) of the Net Settlement Amount will be apportioned proportionally among Sick Pay Class Members on a per capita basis.

According to Seagate's records, you received «Total_Wage_Statements» wage statements containing Shift Premium and/or Shift OT wages as a non-exempt employee in California between April 6, 2019 and August 7, 2020.

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

According to Seagate's records, you «Sick_Pay_Class» eligible for a settlement payment as a member of the Sick Pay Class. If you are an eligible member of the Sick Pay Class, because your Seagate employment in California ended between April 6, 2017 and August 7, 2020, and you may have received Shift Premium and sick pay in the same workweek at least once during that period, your Individual Payment Amount as a member of the Sick Pay Class is estimated to be «Sick_Pay_part_2».

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

Please be advised that the number of wage statements listed above, and the other information regarding your eligibility as a member of either of the two Settlement Classes, 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 July 22, 2021. In the event of a dispute about the correctness of this information, the Settlement Administrator will resolve the challenge with input from Seagate 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 September 9, 2021, at 1:30 p.m., in Department 1 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 Seagate 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. Due to the ongoing COVID-19 pandemic, hearings before the judge overseeing this case are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the Final Approval Hearing, Class Members who wish to appear at the Final Approval Hearing should contact class counsel to arrange a remote appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting class member shall 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 your eligibility to receive a settlement payment under the Sick Pay Class and/or the number of wage statements received containing Shift Premium and/or Shift OT wages 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 from (“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 Seagate 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 *Mark Ward v. Seagate US LLC* settlement.

Be sure to include: (a) your name; (b) your signature; and (c) a statement that you wish to be excluded from the *Mark Ward v. Seagate US LLC* settlement. Your letter must be postmarked no later than July 22, 2021 and mailed to the Settlement Administrator at Phoenix Settlement Administrators; P.O. Box 7208, Orange, CA 92863.

- 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 Seagate 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, *Mark Ward v. Seagate US LLC*, Case No. 20-CV-368917; (b) your name; (c) the grounds for your objection; and (d) 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 July 22, 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.sccscourt.org/> or at <http://www.phoenixclassaction.com/>.

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	117
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	117
Subtotal Admin Only	\$6,028.75

Total Costs: \$6,000.00

August 12, 2021

Case: Ward v. Seagate US LLC

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	\$23.40
NCOA (USPS)	\$0.15	117	\$17.55
Total			\$390.95

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	2	\$210.00
Data Merge & Duplication Scrub	\$0.15	117	\$17.55
Notice Packet & Opt-Out Form	\$1.50	117	\$175.50
Estimated Postage (up to 1 oz.)	\$0.55	117	\$64.35
Total			\$467.40

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.25	3	\$3.75
Remail Notice Packets	\$1.50	3	\$4.50
Estimated Postage	\$0.55	3	\$1.65
Programing Undeliverables	\$50.00	0	\$0.00
Total			\$174.90

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	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	2	\$170.00
Total			\$580.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$115.00	2	\$230.00
Disbursement Review	\$115.00	2	\$230.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$115.00	2	\$230.00
Mail Class Checks, W2 and 1099 *	\$1.00	117	\$117.00
Estimated Postage Checks, W2 and 1099	\$0.50	117	\$58.50
Total			\$1,280.50

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	2	\$230.00
Remail Undeliverable Checks (Postage Included)	\$1.50	25	\$37.50
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	25	\$37.50
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			\$3,135.00

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

Estimate Total: \$6,028.75