

**Electronically Filed
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County of Santa Clara,
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Case #20CV368771
Envelope: 7716122**

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Attorneys for Plaintiff, the Class, and Aggrieved Employees

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

JON BETTERTON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ACCENTURE FLEX, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20CV368771

(Assigned to the Honorable Sunil R. Kulkarni,
Department 1)

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

Date: December 16, 2021

Time: 1:30 pm

Dept.: 1

Complaint Filed: July 29, 2020

Trial Date: None Set

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DECLARATION OF ELIZABETH KRUCKENBERG

I, Elizabeth Kruckenberg, declare as follows:

1. I am the Director of Case Management at Phoenix Settlement Administrators (PSA), the Court-appointed Class Action Settlement Administrator for *Jon Betterton v. Accenture Flex, 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.

2. PSA was selected by the Parties to provide notice of the Settlement and class administration duties in this action. Pursuant to the Settlement Agreement for this matter, PSA was responsible for (i) preparing, printing, and mailing the *Notice of Proposed Class Action Settlement* (herein referred to collectively as the “Notice Packet”); (ii) responding to inquiries from Class Members; (iii) determining the validity of opt-outs; (iv) calculating the Net Settlement Amount and the Individual Settlement payments; (v) issuing the Individual Settlement Payment checks and distributing them to Participating Class Members; (vi) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement check to Named Plaintiff, and tax reporting to the appropriate taxing authorities; and (vii) such other tasks as set forth in the Agreement or as the Parties mutually agree or as the Court orders.

3. On August 25, 2021, PSA received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and subclass information for each Class Member during the Class Period. The Class List contained six hundred twenty-one (621) Class Members, with five hundred eighty-four (584) individuals in the Wage Statement Class, and one hundred forty-four (144) individuals in the Sick Pay Class.

4. On September 1, 2021, PSA conducted a National Change of Address (NCOA) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

1 5. On September 1, 2021, PSA mailed the Notice Packet via U.S. first class mail, in
2 English to all six hundred twenty-one (621) Class Members on the Class List. A true and correct
3 copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

4 6. As of the date of this declaration, fourteen (14) Notice Packets have been returned
5 to PSA. A total of three (3) were returned with a forwarding address. For the eleven (11) Notice
6 Packets returned from the Post Office without a forwarding address, PSA attempted to locate a
7 current mailing address using TransUnion TLOxp, one of the most comprehensive address
8 databases available for skip tracing. Of the eleven (11) Notice Packets that were skip traced, nine
9 (9) updated addresses were obtained and the Notice Packet was promptly re-mailed to those
10 Class Members via first class mail.

11 7. As of the date of this declaration, two (2) Notice Packets are considered
12 undeliverable. Specifically, all two (2) Notice Packets are undeliverable since an updated address
13 could not be obtained via skip trace and a forwarding address was not provided by the Post
14 Office.

15 8. PSA has received zero (0) Request for Exclusion (i.e. "Opt-Out's"). The
16 deadline for Class Members to submit an "Opt-Out" request was November 1, 2021.

17 9. PSA has received zero (0) Objections to the Settlement. The deadline for Class
18 Members to submit an "Objection" to the Settlement was November 1, 2021.

19 10. There are no outstanding disputes.

20 11. The Net Settlement Fund of \$896,708.97 available to pay Class Members was
21 determined by subtracting the Class Counsel attorneys' fees (\$500,000.00), Class Counsel costs
22 payment (\$8,341.03), Class Representative Enhancement Award (\$10,000.00), the LWDA
23 distribution (\$75,000.00), and the Claims Administrator costs (\$9,950.00) from the Gross
24 Settlement Fund (\$1,500,000.00). Based upon the calculations stipulated in the Settlement, the
25 highest individual settlement payment to be paid will be approximately \$4,288.26, and the lowest
26 individual settlement payment to be paid will be approximately \$82.24, with the average
27 individual settlement payment to be paid being approximately \$1,443.98.
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12. PSA's costs associated with the administration of this matter are \$9,950.00. 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**.

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

Executed this 17th day of November 2021, at Fullerton, California.


ELIZABETH KRUCKENBERG

Exhibit A

«PSA_ID»
«Contact»
«Address_1»
«City», «State» «ZIP_Code»

Jon Betterton v. Accenture Flex, LLC
Superior Court of the State of California, County of Santa Clara
Case No.: 20CV368771

If you are a current or former employee of Accenture Flex, LLC (“Accenture Flex”) or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

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

According to Accenture Flex’s records, the total number of pay periods that you worked as an employee in California between April 6, 2019 through and including February 6, 2021, wherein you were paid “ShiftDiff” and/or “ShiftPremPerct” wages is «Wage_Statement_Pay_Periods». Based on this number, your Individual Settlement Payment Amount as a member of the Wage Statement Class is estimated to be «Wage_Statement_Amount».

According to Accenture Flex’s records, you «Sick_Pay_areare_not» eligible for a settlement payment as a member of the Sick Pay Class. «Sentence_Merge»

- This lawsuit involves a class defined as: all current and former non-exempt employees of Defendant in the State of California:
 - Who were paid shift differential and/or shift premium wages, including without limitation “ShiftDiff” and/or “ShiftPremPerct” wages, at any time during April 6, 2019, to and including February 6, 2021 (“Wage Statement Class”); and/or
 - Who were paid non-discretionary incentive remuneration, including without limitation “ShiftDiff” and/or “ShiftPremPerct” wages, and sick pay in the same workweek, and whose employment ended (either voluntarily or involuntarily) at any time from April 6, 2017, through and including July 31, 2021 (“Sick Pay Class”).
- You are receiving this Notice because the records reflect that you may be a class member.
- Plaintiff Jon Betterton (“Plaintiff”) alleges that Defendant paid shift differential wages, including without limitation, “ShiftDiff” and/or “ShiftPremPerct” wages, but failed to identify the applicable hourly rate and hours used to calculate such wages in corresponding wage statements. Plaintiff also alleges that Defendant failed to pay sick pay at the regular rate of pay that factored in non-discretionary incentive remuneration, including without limitation, “ShiftDiff” and/or “ShiftPremPerct” wages, allegedly resulting in the failure to pay all wages owed at the time of separation of employment.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Accenture Flex’s defenses.

- You will not be penalized or retaliated against by Accenture Flex for participating in this settlement. If you are currently employed by Accenture Flex, your employment will not be affected in any way. Current employees of Accenture Flex who choose to participate in the settlement will not be required to resign and can continue to work for Accenture Flex.
- You have several options available to you:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds. In exchange for the settlement proceeds, you will give up any rights to sue Accenture Flex separately for claims based on the facts pled in the Complaint or Plaintiff's June 2, 2020 letter to the Labor & Workforce Development Agency ("PAGA Notice"), which are or could be the basis of claims that Accenture Flex failed to furnish accurate itemized wage statements and failed to pay sick pay during the Class Period, including a claim under the California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698, <i>et seq.</i> ("PAGA") (See Section 8 below for an explanation of the claims you are giving up). If you move, you must notify the Settlement Administrator of your new address.
ASK TO BE EXCLUDED (OPT OUT)	You can exclude yourself from this lawsuit. If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own separate suit against Accenture Flex for the same legal claims in this lawsuit that are released in this settlement except for the PAGA claim, which is released upon court approval of the PAGA Settlement. You will still receive a share of the PAGA Payment. You cannot ask to be excluded <u>and</u> still get a settlement payment for the claims aside from the PAGA claim. If you ask to be excluded from the settlement, you cannot object to the settlement.
OBJECT	If you do not agree with the settlement, you can object to the terms of this Settlement. The Court may or may not agree with your objection. If you object to the Settlement and 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.
ATTEND THE FINAL APPROVAL HEARING	You can ask to speak in Court about the fairness of the settlement at the Final Approval Hearing. The Court will hold a Final Approval Hearing to determine whether the settlement is fair, reasonable, and adequate on December 16, 2021 at 1:30 p.m. More information regarding this hearing is set forth in section 10.

Your options are explained in this notice.
To opt out or object, you must act by November 1, 2021.

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Accenture Flex's non-exempt employees. You have received this notice because Accenture Flex's records indicate that you are a member of the settlement class.

2. What is this lawsuit about?

This lawsuit was filed on July 29, 2020 on behalf of individuals who are employed or have been employed by Accenture Flex as non-exempt employees in the State of California, during the Class Period. "Class Period" is defined as 1) for the Wage Statement Class, the period from April 6, 2019, through and including February 6, 2021; and 2) for the Sick Pay Class, the period from April 6, 2017, through and including July 31, 2021. The operative complaint alleges class and representative PAGA claims against Accenture Flex for failing to provide wage statements that complied with Labor Code section 226 and failing to pay sick pay at the regular rate of pay that resulted in the failure to pay all wages owed at the time of separation of employment in violation of Labor Code section 246, 201, 202 and 203. The complaint also alleges a claim for civil penalties under PAGA for the same underlying violations.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Accenture Flex's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, and the consumption of time and resources required in connection with further litigation. Although Accenture Flex disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be expensive and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$1,500,000. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$500,000.00
- Litigation Costs: \$20,000.00
- Claims Administration Costs: \$9,950.00
- Class Representative Service Award to Class Representative: \$10,000.00
- PAGA Payment to the Labor and Workforce Development Agency ("LWDA"): \$75,000.00, representing its share of the settlement payment for the PAGA claims made pursuant to Labor Code § 2699.

After these deductions, and to the extent that the Court approves these amounts, approximately \$885,050.00 is estimated to be available for payment to the class members receiving this notice ("Net Settlement Fund"). These amounts may change and are subject to Court approval.

Each class member's Individual Settlement Payment shall be determined as follows:

- Eighty percent (80%) of the Net Settlement Amount will be apportioned among Wage Statement Class Members on a pro rata, per pay period basis, based on the number of pay periods with payment for shift differential and/or shift premium wages between April 6, 2019, through and including February 6, 2021.
- Twenty percent (20%) of the Net Settlement Amount will be apportioned proportionally among Sick Pay Class Members on a per capita basis.

All Individual Settlement Payments will be treated as penalties and shall not be subject to withholding of employment taxes and shall be reported by IRS 1099 forms.

According to Accenture Flex's records, the total number of Pay Periods that you worked as an employee in California during the Class Period wherein you were paid "ShiftDiff" and/or "ShiftPremPercent" wages is «Wage Statement Pay Periods».

According to Accenture Flex's records, you «Sick_Pay_areare_not» a former employee of Accenture Flex who received "ShiftDiff" and/or "ShiftPremPercent" wages and sick pay in the same pay period during the Class Period.

If you disagree with the above information and would like someone to look into the matter, please follow the procedure below. Based on the above information, your estimated settlement amount is «Est_Set_Amt».

6. What if I disagree with information or the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods for Wage Statement Class Members, or regarding whether you should be considered as a Sick Pay Class Member, you can provide documentation or explanation to the Settlement Administrator to show contrary information. For Wage Statement Class Members, you can write a letter setting forth the number of pay periods that you worked as an employee in California during the Class Period wherein you were paid "ShiftDiff" and/or "ShiftPremPercent" wages that you believe are correct. If you believe you should be considered as a Sick Pay Class Member, you can write a letter explaining your eligibility as a member of the Sick Pay Class. You may attach any relevant documentation in support thereof. You must mail or fax your letter to:

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

Fax Number: (949) 209-2503

You must submit such information by November 1, 2021. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you would like to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will release by doing nothing and participating in the settlement are as follows:

If you are a class member of the Wage Statement Class, all claims based on the facts in the Complaint or in Plaintiff's PAGA Notice against the Released Parties, that accrued during the Class Period for the Wage Statement Class, arising out of any violation of Labor Code section 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 PAGA premised on any violation of Labor Code section 226; and (c) pre-judgment interest and claims for attorneys' fees and costs.

If you are a class member of the Sick Pay Class, all claims based on the facts in the Complaint or in Plaintiff's PAGA Notice against the Released Parties, that accrued during the Class Period for the Sick Pay Class, arising out of any violation for failure to pay sick pay, including: (a) any claims for waiting time penalties under Labor Code section 203; (b) all derivative claims for statutory penalties and/or civil penalties under PAGA premised on any violation of Labor Code sections 201, 202, 203 and/or 246; and (c) pre-judgment interest and claims for attorneys' fees and costs.

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by completing, signing, and mailing/faxing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, Phoenix Settlement Administrators, at the following address by November 1, 2021.

P.O. Box 7208, Orange, CA 92863

Fax Number: (949) 209-2503

Your letter must include (1) your name; (2) a statement indicating your request to opt out of or be excluded from the settlement; (3) your signature; and (4) be postmarked or fax stamped on or before November 1, 2021.

If your Request for Exclusion is postmarked or fax stamped after November 1, 2021, it will be rejected as untimely, and you will be a Settlement Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Settlement Class Member and will not receive any payment as part of this settlement. Such individuals will keep any right to sue Accenture Flex separately about the claims made in this lawsuit, with the exception of the PAGA claim, which will be released upon court approval of the PAGA Settlement.

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator by mail or fax no later than November 1, 2021. The Court will decide on the objections at the Final Approval Hearing. If your objection is overruled at the Final Approval Hearing, you will still be bound by the terms of this settlement and will receive a settlement payment.

For written objections to be valid, you must state your full name and the basis of your objection. Any class member may make an objection at the Final Approval Hearing with or without submitting any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defense Counsel no later than November 1, 2021. The Final Approval and Fairness Hearing will be held in Dept. 1 of the Santa Clara County Superior Court, Downtown Courthouse, located at 191 N. 1st Street, San Jose, California on December 16, 2021, at 1:30 p.m. (Pacific Time).

11. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel:

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

William L. Marder (State Bar No. 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 1 of the Santa Clara County Superior Court, Downtown Courthouse, located at 191 N. 1st Street, San Jose, California at December 16, 2021, at 1:30 p.m. (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's service award, and the costs of claims administration. 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 hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

Hearings before the judge overseeing this case are now being conducted in person. However, remote appearances are still permitted, and are offered with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the final fairness hearing, class members who wish to appear at the final fairness hearing remotely should contact Class Counsel to arrange an 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.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may telephone the Phoenix Settlement Administrators at (800) 523-5773, or Class Counsel (listed above). You may also review the 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/>.

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.

Please do not telephone the Court, the Office of the Clerk, or Accenture Flex's counsel for information regarding this settlement.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	621
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	621
Subtotal Admin Only	\$9,740.60

TOTAL COSTS	\$9,950.00
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November 17, 2021

Case: Betterton v. Accenture Flex, LLC.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.00	62	\$124.20
NCOA (USPS)	\$0.15	621	\$93.15
Total			\$967.35

Data Merger & Scrub / Notice Packet & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	621	\$93.15
Notice Packet & Opt-Out Form	\$1.25	621	\$776.25
Estimated Postage (up to 1 oz.)	\$0.60	621	\$372.60
Total			\$1,557.00

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	1	\$55.00
Skip Tracing Undeliverables	\$1.00	11	\$11.00
Remail Notice Packets	\$1.25	9	\$11.25
Estimated Postage	\$0.60	9	\$5.40
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$132.65

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	621	\$621.00
Estimated Postage Checks, W2 and 1099	\$0.60	621	\$372.60
Total			\$2,308.60

* 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	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	100	\$150.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	8	\$680.00
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	100	\$150.00
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			\$3,855.00

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

Total:	\$9,740.60
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