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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CHONDRA BROWN, individually and on behalf of other similarly situated individuals, PLAINTIFFS, vs. SPT HOLDINGS, LLC; BSP SHIPPING, INC., and DOES 1-20, inclusive, DEFENDANTS. And Related Matter – Alameda Superior Court Case No. RG20068718	Case No. 20STCV27895 (Los Angeles) (And related matter of Alameda County Superior Court Case No. RG20068718) **DECLARATION OF MARCO PALAU IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** **Complaint Filed: July 21, 2020** **Trial Date: Not Set**

I, Marco A. Palau, hereby declare as follows:

1. I am an attorney at law licensed to practice before all courts of the State of California and am a founding member of Advocates for Worker Rights LLP. My firm and I are co-counsel with Jessica Juarez, Esq. Together we represent Anthony Wickett and Corbett Dotson, Plaintiffs in the related case pending in Alameda Superior Court, Case No. RG20068718. I am familiar with the above-captioned litigation and the dispute from which it arises. All statements made herein are on personal knowledge unless otherwise stated. If called as a witness, I could competently testify as to matters stated herein.

2. This declaration is in support of the parties' Motion for Final Approval of Class Action & PAGA Settlement, the Class Representative Service Award, and Attorney's Fees and Reimbursement of Litigation Costs filed herewith.

3. On or about March 22, 2024, I submitted a declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Prelim. Decl."). On or about June 7, 2024, I submitted a supplemental declaration in support of preliminary approval to address certain issues requested by the Court. (Supp. Prelim Decl.) My declarations detailed the initial investigation of this case, the procedural and litigation history, the discovery conducted, the settlement negotiations, the material terms of the Settlement, and the factors supporting preliminary approval of the Settlement. I will not repeat the information addressed in my previous declarations and will address only any additional developments in the administration of the class settlement and any facts supporting this Motion.

4. Since the Court granted preliminary approval on May 16, 2025 (amending 10/22/24 order), Notice has successfully been delivered to the Class. As of today, my firm has not received any objections to nor any requests for exclusion from the Settlement by the deadline. I am informed that, as of today, the settlement administrator, Phoenix Settlement Administrators, has received only one requests for exclusion from the Settlement and no objections to the Settlement. (See Declaration of Yami Burns attached hereto, ¶¶ 7-8.) This positive reaction from Class Members to the Settlement is an indicator that Class Members overwhelmingly support the Settlement and its terms.

5. I continue to recommend final approval of the Settlement, which I consider to be a reasonable result for the Class in light of the potential exposure, the risks to both sides of continued litigation, and Defendants' financial condition. I believe that the Settlement is fair and reasonable, is in the best interests

of the Class, and will result in a significant financial benefit to Class Members. I am aware of no facts that would call into account the fairness of this Settlement. Based on my experience litigating similar wage and hour class and representative actions like this case, and under the financial challenges faced by the employers as detailed in declarations to this Court in connection with the initial and renewed motions for preliminary approval, I consider this settlement to be a fair, reasonable, and adequate resolution of the Settlement Class' claims.

6. I have reviewed the declaration of Yami Burns of Phoenix Class Administration Solutions and based on that declaration believe that the Class Notice was disseminated to Class Members according to the terms of the Court's order and the Settlement. (See Burns Decl. ¶¶ 2-6.).

7. I believe that Plaintiffs in the *Dotson* matter ("Dotson Plaintiffs") have been and continue to be adequate Class Representatives. Plaintiffs chose to sacrifice their individual claims and resolve this matter on a class wide basis to provide significant relief to fellow employees of Defendants. Plaintiffs alleged that they and his fellow workers suffered the same labor violations, and in addition to the financial risks of being liable for Defendants' litigation costs if the action was not successful, Plaintiffs also bore the risk of being blacklisted by potential employers for filing the suit. Despite these risks, Plaintiffs chose to take the action that has now resulted in a significant recovery for the Class of workers affected by Defendants' alleged unlawful meal period policy and practice.

8. As demonstrated to me and my firm and in their declarations submitted in support of preliminary approval, Plaintiffs took on their duties and responsibilities as Class Representative seriously and performed them well. Plaintiffs were actively involved in the case, assisting me and my colleagues to understand what the work environment was like, how the pay structure worked, and how meal and rest breaks were not consistently provided and wages were not paid. Plaintiffs provided the factual background for the class claims. Throughout the lawsuit, Plaintiffs have been in regular contact with counsel and their staff to assist in the investigation and litigation of the case, and he always made themselves available to answer our firm's questions. Plaintiffs helped counsel prepare for the mediation in this matter and attended mediation with the late Jeffrey Krivis. Importantly, Plaintiffs have had to wait a substantial period of time after initially reaching a settlement that had to be renegotiated due to the defendants'

inability to pay. Despite this challenge they pressed forward on behalf of the class. For these reasons, and those detailed in Plaintiffs' declarations filed previously, I believe that an award of $15,000 (reduced from the original $20,000 agreed upon when the case was settled) represents a fair and reasonable service award for Plaintiff due to their personal and financial risks incurred in filing this action, their active and engaged participation in the matter, their work reviewing documents, assistance to Plaintiff's counsel prior to and during the mediation, the fact that they put the claims of the Class on par with his own in order to achieve a reasonable recovery for the Class, and the comprehensive release they have agreed to provide to settle this case.

9. In addition to the underlying factors noted above, I also believe that the requested $15,000 award is warranted as it falls within a reasonable range of service awards in similar matters. *See e.g., Carl v. Modern Custom Fabrication, Inc.*, 2016 WL 4611477, at *3 (approving $10,000 service award); *Nwabueze v. AT&T Inc*., 2013 U.S. Dist. LEXIS 169270, at *39 (N.D. Cal. Nov. 27, 2013) (awarding service award which was approximately 5% of the total settlement amount). When examining the case law establishing the reasonable range of enhancements granted to plaintiffs in class actions, the Court should take inflation into account. For example, the opinion in the *Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380, 1393-1395 (2010) (affirming incentive awards of $10,000) regarded an appeal from an objection to a final approval hearing that took place in November 2008. (*Id.* at 1383.) Utilizing the United States Bureau of Labor Statistics CPI Inflation Calculator, which is available at www.bls.gov/data/inflation_calculator.htm, a $10,000 enhancement from November 2008 would be worth $14,014.88 today.

10. Plaintiffs seek an attorneys' fees award of one-third of the Gross Settlement Amount ($83,333.33) that is set forth in the Settlement, and Defendants do not oppose Plaintiffs' request. This common fund request represents one-third of the gross settlement amount of $250,000.00. Courts commonly award one third of the gross settlement amount in common fund settlement class actions because it constitutes a fair charge to beneficiaries of this Settlement while encouraging qualified and competent counsel to diligently prosecute cases brought as contingency fee cases.

11. The requested fee award of one-third of the gross Settlement amount is well justified under the

common fund approach. The California Supreme Court has affirmed that a reasonable attorney fee in class action litigation can be calculated as a percentage of a recovered common fund. *Laffitte v. Robert Half Int'l Inc.* (2016) 376 P.3d 672, 676-77 (Cal. 2016) (affirming trial court's attorney's fees decision under the common fund method for one-third of the settlement). Here, a common fund recovery of one-third is a reasonable fee award because (1) the Class has responded positively to the requested fee award, as no objections to the requested fee award were made; (2) the monetary relief achieved is an significant result for the Class; (3) Plaintiff and the Class faced numerous risks with continued litigation including the challenge of Defendants' financial solvency, the challenge of certifying highly contested claims and various legal defenses asserted by Defendants; (4) Class Counsel have displayed significant skill and high quality of work to reach this excellent, settlement, reached after three separate mediations, with the assistance of a skilled mediator; (5) Class Counsel carried the financial burden of litigating these class claims on a contingency-fee basis, which included the risk of no recovery if the case proved unsuccessful; and (6) this one-third of the Settlement fund award is consistent with fees in similar circumstances. The requested award also replicates the likely fee arrangement that the Class and Class Counsel would have negotiated (as evidenced by the Class Representative's one-third contingency fee arrangement with Class Counsel) and thus constitutes a fair charge for the benefit enjoyed by all participating Class Members.

12. In addition to the common fund approach, Plaintiff's requested common fund fee award is also justified under the lodestar methodology. My firm has expended more than 152.8 hours in this litigation for a current lodestar of $140,220. This does not include the fees incurred by co-counsel at The Levine Firm. The lodestar cross check from my firm alone supports the reasonableness of the common fund award requested in this matter. Further, I expect that Class Counsel will incur at least 20 additional hours of time to see this case through completion of the Settlement, including: preparing for and appearing at the hearing on the final approval motion; monitoring the Defendants' monthly payments; monitoring the award distributions to the Class and responding to Class Member inquiries; preparing a final compliance report to the Court that distribution of settlement funds has been completed; attending the compliance hearing; and ensuring that if there are uncashed checks are handled according to the Court's instructions.

13. What follows is a chart that breaks down the number of hours spent by each time-keeper, with

each time-keeper's hourly billing rate for 2025.

Professional		**Hours**	**Hourly Rate**	**Total Lodestar**
Marco A. Palau	Attorney	120.5	$950.00	$114,475.00
Joseph Sutton	Attorney	15.2	$850.00	$12,920.00
Eric Trabucco	Attorney	17.1	$750.00	$12,825.00
Total Lodestar		**152.8**		**$140,220.00**

14. I am a founding member of Advocates for Worker Rights LLP. My experience and credentials were detailed in my declaration submitted in support of Plaintiff's Motion for Preliminary Approval of Class Settlement. I am familiar with the hourly rates for partners and associates engaged in Plaintiffs-side wage and hour class and representative action work in the San Francisco Bay Area. The Santa Cruz Superior Court recently approved a class and representative settlement based on my 2025 hourly rate of $950 per hour in the matter of *Marcos v. Continental Floral CA LLC, et al*., Case No. 22CV01857. My 2024 hourly rate of $900 per hour was approved by the Alameda Superior Court in a representative PAGA settlement in the matter of *Mendiola v. NPI*, Case No. 22CV014885. Numerous earlier settlements have been approved based on Mr. Palau's previous rate of $850 per hour. See *Segura v. Altia Transportation Company, et al.*, S.F. Superior Court Case No. CGC-20-586926, Order Granting Final Approval of Class Action & PAGA Settlement issued July 7, 2022; *Reyes, et al. v. The Whole Cart, LLC, et al.*, S.F. Superior Court Case No. CGC-20-584861, Order Granting Final Approval of Class Action & PAGA Settlement issued September 16, 2022; and *Nataren v. Semios USA, Inc.*, San Joaquin Co. Superior Court Case No. 21CV000629, Order Granting Final Approval of Class Action & PAGA Settlement issued May 12, 2022. I believe my current rate of $950 per hour for contingency fee representative and class action cases is fair and reasonable given his experience level, success in the field, the contingent and risky nature of the work, and the prevailing rates for attorneys of his experience in the San Francisco Bay Area. My 2025 hourly rate is also supported by the hourly rates outlined in the Laffey Matrix (http://www.laffeymatrix.com/see.html), which courts in the San Francisco Bay Area have found to be within the range of reasonable hourly rates for attorneys of comparable skill, experience, and reputation

litigating similar cases in the Bay Area. *See Rivera v. Rivera*, WL 3667486, at *2 (N.D. Cal., 2011); *Theme Promotions, Inc. v. News America Marketing FSI, Inc*., 731 F.Supp.2d 937, 949 (N.D. Cal. 2010) (approving a 7 percent upward adjustment of Laffey Matrix rates to account for the pay differential between Washington D.C. and the Bay Area.).

15. Joseph D. Sutton is a founding partner of this firm. His experience and credentials were detailed in my declaration submitted in support of Plaintiff's Motion for Preliminary Approval of Class Settlement. The Santa Cruz Superior Court recently approved a class and representative settlement based on Mr. Sutton's 2025 hourly rate of $850 per hour in the matter of *Marcos v. Continental Floral CA LLC, et al*., Case No. 22CV01857. Mr. Sutton's 2024 hourly rate of $800 per hour was approved by the Alameda Superior Court in a representative PAGA settlement in the matter of *Mendiola v. NPI*, Case No. 22CV014885. Numerous earlier settlements have been approved based on Mr. Sutton's previous rate of $750 per hour. *See Segura v. Altia Transportation Company, et al.,* S.F. Superior Court Case No. CGC-20-586926, Order Granting Final Approval of Class Action & PAGA Settlement issued July 7, 2022; *Reyes, et al. v. The Whole Cart, LLC, et al*., S.F. Superior Court Case No. CGC-20-584861, Order Granting Final Approval of Class Action & PAGA Settlement issued September 16, 2022; and *Nataren v. Semios USA, Inc*., San Joaquin Co. Superior Court Case No. 21CV000629, Order Granting Final Approval of Class Action & PAGA Settlement issued May 12, 2022. I believe Mr. Sutton's current rate of $850 per hour for contingency fee representative and class action cases is fair and reasonable given my experience level and success in this field, the contingent and risky nature of the work, and the prevailing rates for attorneys of similar experience in the San Francisco Bay Area. Mr. Sutton's 2025 hourly rate for this type of specialized work is also supported by the hourly rates outlined in the Laffey Matrix (http://www.laffeymatrix.com/see.html), which courts in the San Francisco Bay Area have found to be within the range of reasonable hourly rates for attorneys of comparable skill, experience and reputation litigating similar cases in the Bay Area. *See Rivera v. Rivera*, WL 3667486, at *2 (N.D. Cal., 2011); *Theme Promotions, Inc. v. News America Marketing FSI, Inc*., 731 F.Supp.2d 937, 949 (N.D. Cal. 2010) (approving a 7 percent upward adjustment of Laffey Matrix rates to account for the pay differential between Washington D.C. and the Bay Area.

16. Eric Trabucco is a founding member of Advocates for Worker Rights LLP. His experience and credentials were detailed in my declaration submitted in support of Plaintiff's Motion for Preliminary Approval of Class Settlement filed on April 30, 2025. I am familiar with the hourly rates for partners and associates engaged in Plaintiffs-side wage and hour class and representative action work in the San Francisco Bay Area. The Santa Cruz Superior Court recently approved a class and representative settlement based on Mr. Trabucco's 2025 hourly rate of $750 per hour in the matter of *Marcos v. Continental Floral CA LLC, et al*., Case No. 22CV01857. Mr. Trabucco's 2024 hourly rate of $700 per hour was approved by the Alameda Superior Court in a representative PAGA settlement in the matter of *Mendiola v. NPI*, Case No. 22CV014885. Numerous earlier settlements have been approved based on Mr. Trabucco's previous rate of $650 per hour. *See Segura v. Altia Transportation Company, et al.,* S.F. Superior Court Case No. CGC-20-586926, Order Granting Final Approval of Class Action & PAGA Settlement issued July 7, 2022; *Reyes, et al. v. The Whole Cart, LLC, et al*., S.F. Superior Court Case No. CGC-20-584861, Order Granting Final Approval of Class Action & PAGA Settlement issued September 16, 2022; and *Nataren v. Semios USA, Inc*., San Joaquin Co. Superior Court Case No. 21CV000629, Order Granting Final Approval of Class Action & PAGA Settlement issued May 12, 2022. I believe Mr. Trabucco's current rate of $750 per hour for contingency fee representative and class action cases is fair and reasonable given his experience level and success in this field, the contingent and risky nature of the work, and the prevailing rates for attorneys of his experience in the San Francisco Bay Area. Mr. Trabucco's 2025 hourly rate is also supported by the hourly rates outlined in the Laffey Matrix (http://www.laffeymatrix.com/see.html), which courts in the San Francisco Bay Area have found has been found to be within the range of reasonable hourly rates for attorneys of comparable skill, experience and reputation litigating similar cases in the Bay Area. *See Rivera v. Rivera*, WL 3667486, at *2 (N.D. Cal., 2011); *Theme Promotions, Inc. v. News America Marketing FSI, Inc*., 731 F.Supp.2d 937, 949 (N.D. Cal. 2010) (approving a 7 percent upward adjustment of Laffey Matrix rates to account for the pay differential between Washington D.C. and the Bay Area.)

17. The Advocates firm has incurred the following litigation costs totaling **$8,517.59**, which break down as follows:

a. Initial Filing Costs $1,435

b. USPS PAGA Letter Receipt $23.40

c. LWDA PAGA Letter Filling Fee $75.00

d. Company Service of First Amended Complaint to Roman Freight, Inc. $40

e. Company Service of First Amended Complaint to BSP Shipping, Inc. $130

f. Case Management Statement Filing (10/19/2021) $19.95

g. First Mediation Corporation Services $4,500.00

h. Berger Consulting Group $2, 175.00

i. Case Management Statement Filing (06/15/2022) $19.45

j. Case Management Statement Filing (09/13/2022) $16.90

k. Case Management Statement Filing (07/20/2023) $16.90

l. Case Management Statement Filing (03/05/2024) $17.41

m. Joint Case Management Statement Filing (09/04/2024) $21.90

n. Joint Case Management Statement Filing (01/21/2025) $26.68

18. Phoenix Settlement Administrators, has incurred costs and fees in administration of this settlement totaling $12,500. (Burns Decl. ¶ 15.) Given the size of the Class and the fact that the administration costs cover the provision of notice as well as distribution of checks to Class Members, the estimated administration costs are fair reasonable in my opinion

I declare that the foregoing is true and correct under the penalty of perjury under the laws of the State of California. Executed August 13, 2025.

Marco A. Palau

DECLARATION OF YAMI BURNS

I, Yami Burns, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Brown, et al. v. SPT Holdings, LLC, et al.* (the "Action"). 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. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Court Approved Notice of Class Action and Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from July 21, 2016, to August 5, 2024 ("Class Period"), and the number of Workweeks that each PAGA Member worked during the time period from July 21, 2019, to September 9, 2022 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Notice ("Requests for Exclusion"), written objections to the Class Notice ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Payment to Participating Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Class Members and Individual PAGA Payments to PAGA Members; (vii) issuing the payment to Class Counsel for the Attorney's Fees and Costs Award, Enhancement Payment to Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Class Notice or as the Parties mutually agree or as the Court orders.

3. On February 4, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and Workweeks for each Class Member ("Class List") during the Class Period. The final mailing list contained two hundred eighty-one (281) individuals identified as Class Members.

4. On February 7, 2025, Phoenix 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.

5. On May 28, 2025, Phoenix mailed the Class Notice via U.S. first class mail to all two hundred eighty-one (281) Class Members on the Class List. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, fifty-one (51) Notices have been returned to Phoenix. None were returned with a forwarding address. For the fifty-one (51) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the fifty-one (51) Notices that were skip traced, forty-three (43) updated addresses were obtained, and the Notice was promptly re-mailed to those Class Members via first class mail. As of the date of this declaration, eight (8) Notices remain undeliverable.

7. As of the date of this declaration, Phoenix has received zero <u>(0) Request for Exclusion</u> from Class Members. The deadline to request exclusion from the Class Settlement was July 28, 2025.

8. As of the date of this declaration, Phoenix has received zero <u>(0) Notice of Objection</u> from Class Members. The deadline for objecting to the Class Notice was July 28, 2025.

9. As of the date of this declaration, Phoenix has received zero <u>(0) Workweek disputes</u> from Class Members. The deadline for submitting a dispute was July 28, 2025.

10. There are two hundred eighty-one (281) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Class Members, representing 100% of the Class. Participating Class Members have worked a collective total of seven thousand six hundred forty-six (7,646) Workweeks during the Class Period. Each Workweek is valued at approximately $9.70.

11. The Net Settlement Amount of $74,167.00 available to pay Participating Class Members was determined by subtracting the requested Attorney Fees ($83,333.00), and Costs

($30,000.00), requested Enhancement Payments to Plaintiffs Brown, Wickett and Doston of $15,000 each ($45,000.00), PAGA Penalties and LWDA Payment ($5,000.00), and the requested Administration Costs ($12,500.00) from the Gross Settlement Amount ($250,000.00).

12. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately $1,482.68, the lowest Individual Settlement Payment to be paid is approximately $.68, while the average Individual Settlement Payment to be paid is approximately $263.94. Participating Class Members will be issued payment of their Individual Settlement Payment subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

13. Additionally, $5,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or $3,750.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $1,250.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are one hundred sixty-two (162) PAGA Members who worked a total of one thousand nine hundred three (1,903) Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $26.27, and the average Individual PAGA Payment to be paid is approximately $7.72.

14. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

15. Phoenix's costs associated with the administration of this matter are $12,500.00. 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 Phoenix is attached hereto as **Exhibit B**.

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

Executed on August 11, 2025, at Orange, California.

Yami Burns

YAMI BURNS

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Brown v. SPT Holdings,
Los Angeles Superior Court Case No. 20STCV27895
and
Dotson et. Al., v. Roman Freight Lines,
Alameda County Superior Court, Case No. RG20068718

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

YOU MAY BE ELIGIBLE TO RECEIVE MONEY from an employee class action lawsuit ("Action") against SPT Holdings, LLC (renamed REVO Group, LLC), Roman Freight Lines ("RFL"), and BSP Shipping, Inc. ("BSP"), (collectively, "DEFENDANTS") for alleged wage and hour violations.

The Action was filed by former employees Chondra Brown, Anthony Wickett and Corbett Dotson, ("Plaintiffs") and seeks payment related to (1) wages for non-driving activities; (2) failure to furnish accurate itemized wage statements; (3) failure to timely pay final wages at resignation or termination; (4) failure to reimburse necessary business expenditures; (5) violation of the Unfair Competition Law; and (6) violation of the Private Attorneys General Act ("PAGA") for a class of non-exempt employees who have worked for DEFENDANTS as drivers in California ("Class Members") during the following Class Periods:

(i) BSP Class Period from January 1, 2018 to January 31, 2021;

(ii) RFL Class Period from September 1, 2019 to September 9, 2022;

(iii) PAGA Period from July 21, 2019 to September 9, 2022, ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring DEFENDANTS to fund Individual Class Payments, and (2) a PAGA Settlement requiring DEFENDANTS to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on DEFENDANT's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be **«ESA_Before_Paga»** (less withholding) and your Individual PAGA Payment is estimated to be **«PAGA_Amount».**

The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to DEFENDANTS's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on DEFENDANT's records showing that you worked «Total_Weeks» **workweeks** during the Class Period and «PAGA_Amount» **workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice.

The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires DEFENDANTS to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against DEFENDANTS.

If you worked for DEFENDANTS during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against DEFENDANTS.

(2) **Object to the Settlement.** You can object to the Settlement if you disagree with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award by specifying what you object to, why you object, and any facts that support your objection.

(3) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against DEFENDANTS, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

DEFENDANTS WILL NOT RETALIATE AGAINST YOU FOR ANY ACTIONS YOU TAKE WITH RESPECT TO THE PROPOSED SETTLEMENT.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against DEFENDANTS that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is July 28, 2025.**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non- Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. DEFENDANTS must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by July 28, 2025**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. **See Section** 7.

You Can Participate in the September 10, 2025, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on September 10, 2025, at 10:00 a.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. **See Section 8.**
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by July 28, 2025**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to DEFENDANTS's records is stated on the first page of this Notice. If you disagree with either of these time periods, you must object by **July 28, 2025**. **See Section 4.**

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of DEFENDANTS. The Action accuses DEFENDANTS of violating California labor laws by: (1) failing to pay separately for non-driving activities; (2) failing to pay wages due upon termination; (3) failing to furnish accurate wage statement; (4) failing to reimburse necessary business expenses; (5) violations of the Unfair Competition Law;

(6) failure to provide lawful meal periods and rest breaks; (7) failure to provide a safe and healthy workplace; (8) failure to provide fair wages; (9) retaliation; and (10) civil penalties pursuant to the Private Attorneys General Act ("PAGA"). Plaintiffs are represented by attorneys in the Action: Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco of Advocates for Workers Rights, LLP, Jessica Juarez, Esq., and Olesia Boulaev of the Levine Law Firm, APC ("Class Counsel.")

DEFENDANTS strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether DEFENDANTS or Plaintiffs are correct on the merits. Instead, Plaintiffs and DEFENDANTS hired an experienced, neutral mediator in an effort to resolve the Actions by negotiating an to end the cases by agreement (settle the cases) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and DEFENDANTS have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, DEFENDANTS do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good resolution because they believe that: (1) DEFENDANTS have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and

(2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

a. DEF<u>ENDANTS Will Pay $250,000 as the Gross Settlement Amount (Gross Settlement)</u>. DEFENDANTS has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives' Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, DEFENDANTS will fund the Gross Settlement will pay the Gross Settlement Amount in 50 monthly installments of $5,000 to be deposited in a Qualified Settlement Fund created by the Administrator. Defendants shall be responsible for delivering the installment payments to the Administrator by the 10th day of each month beginning within thirty (30) days of the Effective Date. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

1. Up to$ 83,333 (33% of the Gross Settlement] to Class Counsel for attorneys' fees and up to $30,000 for their litigation expenses. To date, Class Counsel have worked and incurred litigation expenses on the Action without payment.

11. Up to $15,000 to each Class Representative for filing the Actions, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

iii. Up to $12,500 to the Administrator for services administering the Settlement.

1v. Up to $5,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment ($3,750) and 25% in Individual PAGA Payments ($1,250) to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions.

The Court will consider all objections.

c. Payment by Defendants. DEFENDANTS will fully fund the Gross Settlement Amount by transmitting the funds to the Administrator in 50 equal monthly installments of $5,000 each no later than the 10^{th} of each month, beginning within 15 days of the Effective Date of the Settlement.

d. Net Settlement Distributed to Class Members. After making the above deductions in the amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

e. Taxes Owed on Payments to Class Members. Plaintiffs and DEFENDANTS are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and DEFENDANTS have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

f. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically canceled, and the funds will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member to whom the payment was made.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

g. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mails notice to the Class Members and Aggrieved Employees, that you wish to opt-out. The easiest way to notify the Administrator is to send a fax, email or written and signed Request for Exclusion by the_ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, email address, and a simple statement electing to be excluded from the Settlement.

Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against DEFENDANTS.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against DEFENDANTS based on the PAGA Period facts alleged in the Action.

h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and DEFENDANTS have agreed that, in either case, the Settlement will be void:

DEFENDANTS will not pay any money and Class Members will not release any claims against DEFENDANTS.

1. Administrator. The Court has appointed a neutral company, **Phoenix Class Action Administration Solutions (the "Administrator")** to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

J. Participating Class Members' Release. After the Judgment is final and DEFENDANTS have fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue,or be part of any other lawsuit against DEFENDANTS or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Actions and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Brown Complaint, except the class claims which are dismissed without prejudice as set forth in paragraph 2.1.1 above, and (ii) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Dotson-Wickett Complaint. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Relevant Time Period.

k. Release by Non-Participating Class Members Who Are Aggrieved Employees. After the Court's judgment is final, and DEFENDANTS has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Brown Complaint, Operative Dotson-Wickett Complaint, and the PAGA Notices by Plaintiffs Brown, Dotson, and Wickett.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

a. Individual Class Payments. The Administrator will calculate Individual Class Payments by

(a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $1,250 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the

Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in DEFENDANTS' records, are stated in the first page of this Notice. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the stated number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge to the stated number of workweeks and/or pay periods by sending copies of pay stubs or other records. The Administrator will accept DEFENDANTS' calculation of Workweeks and/or Pay Periods based on DEFENDANTS' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and DEFENDANTS' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

a. Participating Class Members. The Administrator will send payments by check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees). The payments will be made in two disbursements and will be sent via U.S. mail. The first disbursement will occur within 14 days after Defendants complete the 25th installment payment. The Administrator will mail checks to cover a portion (approximately 50%) of Individual Class and Individual PAGA Payments. The second disbursement will occur within 14 days after Defendants complete the 50th and final installment payment. The Administrator will mail checks to cover the remaining portion of Individual Class and Individual PAGA Payments.

b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member), which will occur approximately 25 months after DEFENDANTS begin making payments pursuant to the Parties payment structure.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, email address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as:

Brown v. SPT Holdings
Los Angeles Superior Court Case No.
20STCV27895 and
Dotson et. Al., v. Roman Freight Lines
Alameda County Superior Court, Case No. RG20068718

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and DEFENDANTS are asking the Court to approve. At lease 18 Court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website: brown-v-spt-holdings.phoenixcases.com

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is July 28, 2025. Be sure to tell the Administrator what you object to, why object, and any facts that support your objection. Make sure you identify the Action as provided above, and include your name, current address, telephone number, and approximate dates of employment for DEFENDANTS and sign the objection. Section 9 of this Notice has the Administrator's contact information.

The Administrator must be sent your request to be excluded by July 28, 2025.
Section 9 of the Notice has the Administrator's contact information.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on September 10, 2025, at 10:00 a.m. in Department 7, Spring Street Courthouse, of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before make a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (http://www.lacourt.org/lacc/. Check the Court's website for the most current information.

You should check the Administrator's website brown-v-spt-holdings.phoenixcases.com beforehand or contact

It's possible the Court will reschedule the Final Approval Hearing.

Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to contact class counsel's website at www.advocatesforworkers.com/SBT

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court websites by going to the Los Angeles Superior Court's website at (http://www.lacourt.org/casesummary/ui/index.aspx) and enter Case Number 20STCV27895. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling
(213) 830-0800.

Alternatively, you can go to the Alameda County Superior Court's website at (https://www.alameda.courts.ca.gov/) and enter Case Number RG20068718.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Advocates for Worker Rights
LLP 212 9th Street, Suite 314
Telephone: (510) 269-4200
www.advocatesforworkers.com

Levine Law Firm, APC 1648
Westwood Blvd.
Los Angeles, CA 90024-5604
Telephone: 310-859-9911
www.levinefirmlaw.com

Settlement Administrator:
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA, 92863
Telephone: (800) 523-5773
info@phoenixclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how you may be able to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit B

PHOENIX
CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	281
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	281
Subtotal Admin Only	**$12,770.73**
TOTAL COSTS	**$12,500.00**

August 11, 2025

Case: Brown, et al. v. SPT Holdings, LLC, et al.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$125.00	4	$500.00
Programming Database & Setup	$125.00	4	$500.00
Toll Free Setup*	$148.00	1	$148.00
Call Center & Long Distance	$2.00	65	$130.00
NCOA (USPS)	$0.15	281	$42.15
		Total	**$1,320.15**

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$125.00	4	$500.00
Data Merge & Duplication Scrub	$0.50	281	$140.50
Notice Packet & Opt-Out Form	$2.00	281	$562.00
Estimated Postage (up to 1 oz.)	$0.84	281	$236.04
Static Website	$1.00	250	$250.00
		Total	**$1,688.54**

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	5	$275.00
Skip Tracing Undeliverables	$1.50	80	$120.00
Remail Notice Packets	$2.00	80	$160.00
Estimated Postage	$0.84	80	$67.20
Programing Undeliverables	$50.00	4	$200.00
		Total	**$822.20**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$150.00	5	$750.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	5	$275.00
Opt-Outs/Deficiency/Dispute Letters	$8.50	0	$0.00
Case Manager	$125.00	5	$625.00
		Total	**$1,850.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	5	$625.00
Disbursement Review	$125.00	5	$625.00
Programming Manager	$95.00	5	$475.00
QSF Fees, Bank Account & EIN	$75.00	5	$375.00
Check Run Setup & Printing	$125.00	3	$375.00
Mail Class Checks, W2 and 1099 *	$1.50	281	$421.50
Estimated Postage Checks, W2 and 1099	$0.64	281	$179.84
		Total	**$3,076.34**

* 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	$125.00	6	$750.00
Remail Undeliverable Checks (Postage Included)	$1.50	59	$88.50
Case Associate	$55.00	6	$330.00
Reconcile Uncashed Checks	$90.00	5	$450.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	4	$340.00
Final Reporting & Declarations	$115.00	1	$115.00
Unchashed Check Notice Postcard (Postage Included)	$1.50	40	$60.00
Uncashed Check QSF Tax Filing	$150.00	3	$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	$1,200.00	1	$1,200.00
		Total	**$4,013.50**

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

Total: $12,770.73