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Attorneys for Plaintiff Antonio Munoz and the Class

Additional Plaintiffs' Counsel on Next Page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

ANTONIO MUNOZ, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

v.

FAMILY HEALTHCARE NETWORK, a
California corporation; and DOES 1 to 100,
inclusive,

Defendants.

Lead Case No.: VCU282194
Consolidated with Case No.: VCU283726

Honorable Nathan D. Ide
Department 2

CLASS ACTION

**DECLARATION OF
ABIGAIL SCHWARTZ
FOR RUST CONSULTING, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

VERONICA FERRUFINO, on behalf of
herself and all others similarly situated,

Plaintiffs,

v.

FAMILY HEALTHCARE NETWORK, a
California corporation; and DOES 1 to 100,
inclusive,

Defendants.

Date: October 24, 2022
Time: 8:30 a.m.
Department: 2

Kevin T. Barnes (SBN 138477)
Gregg Lander (SBN 194018)
LAW OFFICES OF KEVIN T. BARNES
1635 Pontius Avenue, Second Floor
Los Angeles, CA 90025-3361
Tel.: (323) 549-9100 / Fax: (323) 549-0101

Walter L. Haines (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
4276 Katella Avenue, #301
Los Alamitos, CA 90720
Tel.: (310) 652-2242 / Fax: (310) 652-2242

Attorneys for Plaintiff Veronica Ferrufino and the Class

1 I, **Abigail Schwartz**, declare the following facts to be true and correct and if called as a witness
2 would testify competently to the same:

3 1. I am a Program Manager for Rust Consulting, Inc. (“Rust”). My business address
4 is 920 2nd Ave S, Suite 400, Minneapolis, Minnesota 55402. My telephone number is (612) 359-
5 2078. I am over twenty-one years of age and am authorized to make this declaration on behalf of
6 Rust and myself.

7 2. Rust has extensive experience in class action matters, having provided services in
8 class action settlements involving antitrust, securities fraud, property damage, employment
9 discrimination, employment wage and hour, product liability, insurance and consumer issues. We
10 have provided notification and/or claims administration services in more than 7,500 cases. Of
11 these, approximately 3,300 were Labor & Employment cases.

12 3. Rust was appointed by the Court as the Settlement Administrator to provide
13 notification and settlement administration services in accordance with the terms of the Amended
14 Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement”) entered into
15 by the parties in the above-captioned consolidated proceeding. In this capacity, Rust has been, and
16 if the Court grants final approval of the Settlement, will be responsible for, among other things: a)
17 preparing, printing and mailing of the Notice of Class Action Settlement (“Class Notice”) to Class
18 Members; b) receiving and validating written requests to be excluded from the Settlement
19 (“Requests for Exclusion”), written objections, and written disputes of Workweeks credited to a
20 Class Member; c) posting the Court documents on Rust’s website; d) calculating, processing, and
21 mailing payments to Plaintiffs, Class Counsel, LWDA, and Class Members who do not submit a
22 timely and valid request to be excluded from the Settlement (“Participating Class Member”); e)
23 calculating Individual PAGA Payments payable from the PAGA Payment to each eligible Class
24 Member; f) calculating Individual Settlement Payments to each Participating Class Member; g)
25 deducting and transmitting to applicable state and/or federal taxes in connection with the wages
26 portion of Individual Settlement Payments; h) answering questions from Class Members; and i)
27 performing such other tasks necessary to effectuate the terms of the Settlement or as the parties
28 mutually agree or the Court orders Rust to perform.

1 4. Rust obtained a mailing address of Family Healthcare Network Settlement
2 Administrator, c/o Rust Consulting, Inc. - 7685, P.O. Box 2396, Faribault, Minnesota 55440-9096
3 to receive Requests for Exclusion, written objections, disputes, undeliverable Class Notices and
4 other communications regarding the Settlement.

5 5. Rust obtained a toll-free telephone number of (877) 315-9120 for Class Members
6 to call with questions regarding the Settlement. The toll-free telephone number was included in the
7 Class Notice.

8 6. Rust obtained a facsimile number of (866) 621-4153 for receiving communications
9 about the Settlement. The facsimile number was included in the Class Notice.

10 7. On or about June 15, 2022, Rust received the Court-approved text of the Class
11 Notice from Class Counsel. A draft of the formatted Class Notice was prepared by Rust and
12 approved by the parties.

13 8. On or about July 5, 2022, Counsel for the Defendant provided Rust with a mailing
14 list containing Class Member's names, last known addresses, Social Security Numbers and
15 applicable employment information ("Class List"). The Class List contained data for 2,447 Class
16 Members.

17 9. The mailing addresses contained in the Class List were processed and updated
18 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
19 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In
20 the event that any individual had filed a U.S. Postal Service change of address request, the address
21 listed with the NCOA would be utilized in connection with the mailing of the Class Notice.

22 10. On July 14, 2022, Class Notices were mailed to 2,447 Class Members contained in
23 the Class List via First Class mail. The Class Notice advised Class Members that they could
24 submit a Request for Exclusion, written objection, and/or dispute postmarked by September 12,
25 2022. A true and correct copy of exemplar Class Notice is attached hereto as **Exhibit A**.

26 ///

27 ///

28 ///

1 11. Rust performed fifty (50) address traces on Class Notices returned as undeliverable
2 for the first time as of September 12, 2022. The address trace utilizes the Class Member's name,
3 previous address and Social Security Number for locating a current address. Of the fifty (50)
4 traces performed, forty-four (44) more current addresses were obtained and Class Notices were
5 promptly re-mailed to those Class Members via First Class mail. Of the fifty (50) traces
6 performed, Rust did not obtain updated addresses for six (6) undeliverable Class Notices. Of the
7 forty-four (44) Class Notices mailed to a more current address identified from the tracing
8 performed by Rust, two (2) Class Notices were returned to Rust as undeliverable a second time.
9 As of this date, eight (8) Class Notices remain undeliverable.

10 12. As of this date, two (2) Class Notices were returned by the Post Office with
11 forwarding addresses attached as of September 12, 2022. Rust promptly re-mailed Class Notices
12 to those Class Members via First Class mail.

13 13. Re-mailed Class Notices were provided an extended deadline of ten (10) days after
14 the re-mail date.

15 14. As of this date, one (1) Class Member disputed the employment information
16 provided by the Defendant. As requested, Rust forwarded the dispute to Counsel for the
17 Defendants for review. As of this date, the one (1) dispute is pending resolution.

18 15. As of this date, Rust received two (2) Requests for Exclusion. Both Requests for
19 Exclusion were submitted with a postmark on or before September 12, 2022.

20 16. As of this date, Rust has not received any written objections from Class Members.

21 17. As of this date, there are 2,445 Class Members who have not submitted a timely
22 and valid Request for Exclusion, and are therefore deemed Participating Class Members,
23 representing 99.92% of the Class.

24 18. As of the date of this declaration, the average Individual Settlement Payment is
25 estimated to be \$1,156.09, and the maximum Individual Settlement Payment is estimated to be
26 \$2,991.76.

27 ///

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19. The Net Settlement Amount available to pay Participating Class Members was determined as follows:

Maximum Settlement Amount: **\$4,500,000.00**

Less attorneys' fees (Requested):	\$1,500,000.00
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Less litigation costs (Requested):	\$ 30,000.00
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Less Class Representative Service Awards (Requested):	\$ 15,000.00
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Less PAGA Payment:	\$ 100,000.00
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Less Settlement Administration Costs:	\$ 28,369.00
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Net Settlement Amount	\$2,826,631.00
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20. Rust's total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$28,369.00. Rust's work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and preparation of the necessary tax reporting on such payments. A true and correct copy of the invoice stating the Settlement Administration Costs is attached hereto as **Exhibit B**.

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

Executed this 30th day of September 2022, in Minneapolis, MN.

ABIGAIL SCHWARTZ

Exhibit A

IMPORTANT LEGAL MATERIALS



- UAA <<SequenceNo>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

NOTICE OF CLASS ACTION SETTLEMENT

Antonio Munoz, et al. v. Family Healthcare Network, et al.
Superior Court of California – Tulare County
Lead Case No. VCU282194

**IF YOU WERE EMPLOYED BY DEFENDENT FAMILY HEALTHCARE NETWORK IN CALIFORNIA
AS AN HOURLY-PAID EMPLOYEE WHO WORKED ANYTIME DURING THE FOLLOWING CLASS
PERIOD:**

FEBRUARY 24, 2016 THROUGH JANUARY 31, 2022

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

The Court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive an Individual Settlement Payment and, if your eligible, an Individual PAGA Payment, from the Settlement. No action is required for you to receive payment under the Settlement.
EXCLUDE YOURSELF	<u>You will not receive an Individual Settlement Payment.</u> ¹ This is the only option that allows you to file your own lawsuit against Defendant for the Released Claims in this Settlement. However, you will still be bound to the PAGA Release and, if eligible, will receive an Individual PAGA Payment.
OBJECT	If you choose, you may object to this Settlement if you do not exclude yourself from the Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving payment from the Settlement.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice?	Page 2
2. What Is the Class Action Settlement?	Page 2
3. What Is the Case About?	Page 2
4. How Much Can I Expect to Receive?	Page 2
5. Why Did the Defendant Join in This Notice?	Page 3
6. Who Are the Plaintiffs in This Class Action?	Page 3
7. Who Are the Attorneys Representing the Parties?	Page 3

¹Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the settlement for release of the penalty claim pursuant to the Private Attorneys General Act, Labor Code sections 2698-2699.6 ("PAGA").

8. What Are My Rights? How Will My Rights Be Affected?	Page 3
9. How Will the Attorneys for the Class Be Paid?	Page 4

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a member of the settlement class settled in this action. The settlement class is comprised of all current and former hourly-paid employees employed by Defendant in California who worked for Defendant at any time during the Class Period defined as February 24, 2016 through January 31, 2022 (“Class Members”).

This Notice tells you of your rights to share in the Settlement. There was a Preliminary Approval Hearing on February 28, 2022, at 8:30 a.m. in the Tulare County Superior Court. Judge Nathan D. Ide determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that a final determination of the issues will be made at the Final Approval Hearing. Judge Nathan D. Ide also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on Monday October 24, at 8:30 a.m. in Department 2, of the Tulare County Superior Court located at 640 S. Alta Avenue, Dinuba, California 93618. The Final Approval Hearing may be continued to another date without further notice. Due to the ongoing COVID-19 pandemic, Class Members may appear remotely at the Final Approval Hearing and should contact the court clerk for Department 2 at 559-595-6400 for instructions on how to appear remotely.

2. What is the Class Action Settlement?

The Court must approve the terms of the Settlement described herein and determined that they are fair, adequate, and reasonable to the Class Members. The Settlement will affect all members of the class. You may get money from the Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. What Is the Case About?

Plaintiffs contend that Defendant violated the California Labor Code by: (1) failing to pay for all overtime worked; (2) failing to provide compliant meal breaks; (3) failing to provide compliant rest breaks; (4) failing to pay minimum wage and pay for all wages earned; (5) failing to pay wages upon separation; (6) failing to timely pay wages during employment; (7) failing to provide accurate and itemized wage statements; (8) failing to maintain accurate payroll records; (9) and failing to reimburse business expenses; and thereby, engaged in conduct in violation of California *Business and Professions Code* section 17200, et seq. and giving rise to civil penalties recoverable under the Private Attorneys General Act (“PAGA”) as set forth in Labor Code sections 2698-2699.6. PAGA allows a private citizen to pursue civil penalties on behalf of the State of California Labor Workforce Development Agency (“LWDA”).

Defendant denies the allegations raised in the lawsuit and believe it has no liability for any of Plaintiffs’ or the Class Members’ claims under any statute, wage order, common law, or equitable theory.

The Parties reached a Settlement subject to Court approval as represented in the Amended Joint Stipulation of Class Action and PAGA Settlement and Release (the “Settlement” or “Settlement Agreement”). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Defendant has decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Defendant does not admit, concede, or imply that it has done anything wrong or legally actionable.

4. How Much Can I Expect to Receive?

Defendant will pay a total sum of \$4,500,000 (“Maximum Settlement Amount”), which includes all settlement payments to Class Members, attorneys’ fees and costs to Class Counsel, costs of administering the Settlement, a payment to the LWDA under PAGA, and the Class Representative’s Payment.

Each Participating Class Member will receive approximately \$9.59 for each workweek worked in the Class Period.

Defendant’s records indicate that you worked approximately <<ClassWW>> workweeks during the Class Period. Based on these records, your estimated payment as a Class Member would be \$<<EstAward>>.

Defendant’s records indicate that you worked approximately <<PAGAWW>> workweeks during the period July 21, 2019 through January 31, 2022. Based on these records, your estimated Individual PAGA Payment would be \$<<PAGAAward>>.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. Why Did the Defendant Join in This Notice?

Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit.

6. Who Are the Plaintiffs in This Class Action?

Antonio Munoz and Veronica Ferrufino are the Plaintiffs and Class Representatives in this Class Action lawsuit. They are acting on behalf of themselves and on behalf of other members of the class.

7. Who Are the Attorneys Representing the Parties?

Class Counsel

Edwin Aiwazian, Esq.
Joanna Ghosh, Esq.
LAWYERS FOR JUSTICE, PC.
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Tel.: (818) 265-1020 / Fax: (818) 265-1021
Email: Edwin@calljustice.com

Kevin T. Barnes, Esq.
Gregg Lander, Esq.
LAW OFFICES OF KEVIN T. BARNES
1635 Pontius Avenue, Second Floor
Los Angeles, CA 90025-3361
Tel.: (323) 549-9100 / Fax: (323) 549-0101
Email: Barnes@kbarnes.com

Walter L. Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
4276 Katella Avenue, #301
Los Alamitos, CA 90720

Defense Counsel

Michael E. Lehman, Esq.
Sara J. Woods, Esq.
ERICKSEN ARBUTHNOT
2440 West Shaw Avenue, Suite 101
Fresno, CA 93711

8. What are my Rights? How Will My Rights Be Affected?

Class Counsel, appointed and approved by the Court for Settlement only, will represent you.

Participating in the Settlement

Under the Settlement, you will **automatically** receive an Individual Settlement Payment unless you opt out by following the opt-out procedure set forth below.

This Notice states the total number of workweeks you worked for Defendant during the Class Period. Your estimated Individual Settlement Payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the workweek information shown above is incorrect, you must submit a written workweek dispute stating why you believe the listed workweeks are not correct. The workweek dispute must be mailed or faxed to the Settlement Administrator (whose contact information is listed below) and must be postmarked no later than **September 12, 2022**. You should submit to the Settlement Administrator documentation to support the number of workweeks you believe you worked during the Class Period. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

If you are a current employee of the Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement in writing, you must submit a written objection (“Objection”) stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, and last four digits of your Social Security number. The Objection must be mailed or faxed to the Settlement Administrator (whose contact information is listed below) and must be postmarked no later than **September 12, 2022**. Late Objections will not be considered.

You may also, if you wish, appear at the Final Approval Hearing set for Monday October 24, 2022 at 8:30 a.m. in Department 2, of the Tulare County Superior Court and discuss your objections with the Court and the Parties, whether or not you submitted a prior written objection. You may appear on your own, or through a counsel retained by you at your expense. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, AND IF ELIGIBLE, AN INDIVIDUAL PAGA PAYMENT, IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from the Settlement, you must complete and sign a written request to opt-out (“Opt-Out”) to the Settlement Administrator via fax or at the address below requesting to be excluded from the Settlement. To be considered valid, your Opt-Out must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Opt-Out also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Opt-Out must be faxed or postmarked no later than **September 12, 2022**. Late Opt-Outs will not be considered.

If you timely mail a complete and valid Opt-Out, you will not be bound to the settlement and release of Released Claims, you will **not** be eligible to object to the terms of the Settlement, and you will not receive an Individual Settlement Payment. Except for the PAGA Release, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Defendant. Individuals otherwise meeting the definition of Class Members who exclude themselves from the class will still be bound to the PAGA Release, and if they were employed during the PAGA Period, shall still receive a payment for the amount of each such individual’s estimated share of 25% of the PAGA Payment (i.e., \$25,000) (“Individual PAGA Payment”).

Effect of the Settlement on Your Rights

Upon final approval of the Settlement by the Court, all Participating Class Members will be deemed to have released the Released Parties from all Released Claims, and, all Class Members will be deemed to have released the Released Parties from all PAGA Released Claims.

“Released Parties” means Defendant Family Healthcare Network and its agents, officers, employees, directors, owners, subsidiaries, affiliates and parent companies.

“Released Claims” includes all claims under state or local law, whether statutory, common law, or administrative law, whether in law or equity, for the claims that were pled in the Complaints and First Amended Consolidated Complaint, based on the factual allegations therein, that arose during the Class Period, including all claims under California Labor Code sections 201-204, 226, 510, 512, 516, 558, 1194, 1197 and 2802. The settlement class shall also waive claims under the California Business and Professions Code Section 17200 based upon violations of the California Labor Code sections referenced herein, including injunctive relief, liquidated damages, interest, fees, and costs.

“PAGA Notice” means the July 21, 2020 letter that Class Counsel on the *Ferrufino* case sent to the LWDA pursuant to Labor Code § 2699.3(a) seeking to exhaust Plaintiff Ferrufino’s administrative remedies under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §§ 2698, *et seq.*

“PAGA Period” means the period from July 21, 2019 through January 31, 2022.

“PAGA Release” or “PAGA Released Claims” means the release by all Class Members for all claims for PAGA that arise out of or relate to California Labor Code sections 201-204, 226, 510, 512, 516, 558, 1194, 1197 and 2802 as pled in the PAGA Notice and the Operative Complaint, from July 21, 2019 through the date of preliminary approval of this Agreement or January 31, 2022, whichever is earlier. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), all Class Members will be bound to the PAGA Release. Class Members employed by Defendant on or after July 21, 2019 through the date of preliminary approval of this Agreement or January 31, 2022, whichever is earlier, whether or not they exclude themselves from the settlement of Released Claims, shall receive an Individual PAGA Payment directly from the Settlement Administrator for the amount of each such individual’s estimated share of 25% of the PAGA Payment as calculated by the Settlement Administrator. Class Members are bound by the PAGA Release regardless of whether they receive an Individual PAGA Payment.

9. How Will the Attorneys for the Class Be Paid?

The attorneys for the Class Representatives and the Settlement Class will be paid from the gross settlement. The attorneys are seeking a fee not to exceed \$1,500,000 as well as reimbursement of their litigation costs, up to \$30,000. Plaintiffs are seeking Service Awards not to exceed \$7,500 to each Class Representative, Antonio Munoz and Veronica Ferrufino, from the Settlement for their service as Class Representatives. Likewise, the Parties agree that \$100,000 shall be allocated to settle the PAGA claim ("PAGA Payment"), with \$75,000 to be paid to the LWDA, and the remaining \$25,000 to be distributed to eligible Class Members (i.e., Class Members who worked during the PAGA Period) on a *pro rata*, based on their Workweeks during the PAGA Period. The Settlement Administrator estimates that the cost of administration will not exceed \$40,000. All of these amounts are to be deducted from the gross settlement, with the remainder (the "Net Settlement Amount") available for distribution to Class Members who do not Opt-Out ("Participating Class Members"), on a *pro rata* basis, based on their Workweeks.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel, Joanna Ghosh (818-265-1020) or Kevin T. Barnes (323-549-9100) or email them at joanna@calljustice.com or barnes@kbarnes.com, or contact the Settlement Administrator at the contact information listed below. Please refer to the Settlement Administrator.

Family Healthcare Network Settlement Administrator
c/o Rust Consulting, Inc. - 7685
PO Box 2396
Faribault, MN 55021-9096
Toll Free Number: (877) 315-9120
Fax Number: (866) 621-4153

You can find a copy of the Settlement Agreement as well as the Motions for Preliminary and Final Approval on the website of the Family Healthcare Network Settlement Administrator which is www.rustconsulting.com/cases/FamilyHealthcare.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the Tulare County Superior Court, the Honorable Nathan D. Ide

Exhibit B



Exhibit B

920 2nd Ave S, Suite 400
MINNEAPOLIS, MN 55402
P 612.359.2000 | F 612.359.2050
WWW.RUSTCONSULTING.COM
FEDERAL ID #: 41-1813634

DATE: 9/30/22
MATTER #: 768500

PROJECT
<i>Munoz et al v Family Healthcare</i> <i>July 2022 through June 2023 Claims Administration Services</i>

Database Development	\$	246.70
Initial Mailed Notice		3,040.64
Follow Up to Initial Notice		185.51
Telephone Support		636.04
Processing and Administration		21.90
Project Management		7,037.16
Technical Consulting		1,480.10
Expenses: Other Charges and Out-of-pocket Costs		<u>665.24</u>
Project Total to Date	\$	13,313.29
Costs to Complete		
Telephone Support	\$	2,258.36
Processing and Administration		315.00
Fund Distribution		4,837.84
Tax Reporting		2,750.00
Project Completion		<u>5,974.00</u>
		16,135.20
Less - Client Discount		(1,079.49)
Total Due; Informational Only	\$	<u><u>28,369.00</u></u>



DATE: 9/30/22
MATTER #: 768500

TRANSACTION DETAIL	VOLUME	RATE (\$)	TOTAL (\$)
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Database Development

Receive and Process Database	1	200	200.00
Additional Efforts to Finalize Settlement Data			46.70
SUBTOTAL			246.70

Initial Mailed Notice

CASS/NCOA/LACS Processing	1	300	300.00
Print and Mail Notice Package	2,447	0.55	1,345.85
Postage - 1 Ounce First Class			1,394.79
SUBTOTAL			3,040.64

Follow Up to Initial Notice

Receive Undeliverable Notices and Update Database	55	0.50	27.50
Address Trace	50	1.75	87.50
Remail Notice Package	46	1.00	46.00
Remail Postage - 1 Ounce First Class			24.51
SUBTOTAL			185.51

Telephone Support

Telephone Support	2	300	600.00
800# Charges	300.3	0.12	36.04
SUBTOTAL			636.04

Processing and Administration

Additional Administrative Services Requested by Client			21.90
SUBTOTAL			21.90

COSTS TO COMPLETE	VOLUME	RATE (\$)	TOTAL (\$)
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Telephone Support

Telephone Support	7	300	2,100.00
800# Charges	1,319.7	0.12	158.36
SUBTOTAL			2,258.36

Processing and Administration

Receipt, Process and Validate Forms	3	55	165.00
Setup and Monitor Fax Line	1	150	150.00
SUBTOTAL			315.00

Fund Distribution

Print and Mail Payments	3	166	498.00
Postage - 1 Ounce First Class	2,447	0.50	1,223.50
Payroll Processing	1	850	850.00
Check Processing	2,447	0.22	538.34
UND Check Processing	20	0.50	10.00
FDIC Fees	4,500,000	0.00012	518.00
Monthly Bank Account Fee	6	200	1,200.00
SUBTOTAL			4,837.84

Tax Reporting

Annual Fee - Qualified Settlement Fund	1	2,000	2,000.00
Individual Income Tax Reporting (W2 & 1099)	1	750	750.00
SUBTOTAL			2,750.00

Project Completion

Project Management	20	167	3,340.00
Technical Consulting	7	187	1,309.00
Billing	3	150	450.00
Bank & Tax	3	125	375.00
Other Charges and Out-of-pocket Costs			500.00
SUBTOTAL			5,974.00