

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile (831) 634-0333

Attorneys for Plaintiff and the Class

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

HIROMI MEGURO, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

SILICON VALLEY BANK, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 20CV369854

[Assigned to Hon. Sunil R. Kulkarni]

**DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: January 12, 2023
Time: 1:30 p.m.
Department: 1

Complaint Filed: August 28, 2020

1 I, Taylor Mitzner, declare as follows:

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

6 2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class
7 administration duties in this Action. Pursuant to the Joint Stipulation of Class Action and PAGA
8 Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i)
9 preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to
10 inquiries from Class Members; (iii) calculating the number of pay periods each Class Member worked
11 during the period from April 6, 2016 to January 7, 2022 (“Class Period”) and the number of pay periods
12 that each Aggrieved Employee worked during the time period from April 6, 2019 to January 7, 2022
13 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the
14 Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”),
15 and/or dispute regarding the number of pay periods submitted by Class Members; (v) calculating the
16 Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and
17 issuing the Individual Settlement Payments and distributing them to Settlement Class Members and
18 Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for
19 attorneys’ fees and costs, the Enhancement Payment, and the employer/employee payroll taxes to the
20 appropriate taxing authorities; and (viii) such other tasks as set forth in the Agreement or as the Parties
21 mutually agree or as the Court orders.

22 3. On October 31, 2022, Phoenix received a data file from Defense Counsel that contained
23 names, last known mailing addresses, Social Security numbers, dates of employment, and pay periods
24 for each Class Member (“Class List”) during the Class Period. The final mailing list contained three
25 hundred forty-four (344) individuals identified as Class Members.

26 4. On November 1, 2022, Phoenix conducted a National Change of Address (“NCOA”)
27 search in an attempt to update the class list of addresses as accurately as possible. A search of this
28

1 database provides updated addresses for any individual who has moved in the previous four (4) years
2 and notified the U.S. Postal Service of their change of address.

3 5. On November 7, 2022, Phoenix mailed the Notice via U.S. first class mail, to all three
4 hundred forty-four (344) Class Members on the Class List. A true and correct copy of the mailed Notice
5 is attached hereto as **Exhibit A**.

6 6. As of the date of this declaration, twenty-one (21) Notices have been returned to Phoenix.
7 None were returned with a forwarding address. For the twenty-one (21) Notices returned from the Post
8 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
9 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the
10 twenty-one (21) Notices that were skip traced, twenty (20) updated addresses were obtained and the
11 Notice was promptly re-mailed to those Class Members via first class mail.

12 7. As of the date of this declaration, one (1) Notice remains undeliverable since an updated
13 address could not be obtained via skip trace.

14 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
15 from a Class Member. The deadline to request exclusion from the Class Settlement is December 22,
16 2022.

17 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
18 from Class Members. The deadline for objecting to the Class Settlement is December 22, 2022.

19 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from
20 Class Members. The deadline for submitting a dispute is December 22, 2022.

21 11. Phoenix will provide a supplemental declaration once the response deadline has passed
22 indicating any additional notices returned, as well as Requests for Exclusion and Objections received.

23 12. As of the date of this declaration, there are three hundred forty-three (343) Class
24 Members who did not submit timely and valid Requests for Exclusion and are therefore deemed
25 Settlement Class Members, representing 99.71% of the Class. Settlement Class Members have worked a
26 collective total of thirteen thousand five hundred thirty-six (13,536) pay periods during the Class Period.
27 Each Workweek is valued at approximately \$20.67.
28

1 13. The Escalator Clause of the Settlement Agreement indicates if the actual pay periods
2 worked by the Settlement Class Members during the PAGA Period exceed five thousand eight hundred
3 eighty-nine (5,889) by more than seventeen and one-half percent (17.5%), the Gross Settlement Amount
4 shall increase on a pro rata basis. Since the total number of pay periods did not exceed this amount, the
5 Escalator Clause was not triggered.

6 14. The Net Settlement Amount of \$279,818.04 available to pay Settlement Class Members
7 was determined by subtracting the requested Class Counsel attorneys' fees (\$166,666.67), and Class
8 Counsel costs (\$10,015.29), requested Enhancement Payment to Plaintiff Meguro (\$10,000.00), the
9 PAGA Amount (\$25,000.00), and the requested Settlement Administration Costs (\$8,500.00) from the
10 Gross Settlement Amount (\$500,000.00).

11 15. Based upon the calculations stipulated in the Settlement, the highest Individual
12 Settlement Share to be paid is approximately \$3,080.15, the lowest Individual Settlement Share to be
13 paid is approximately \$20.67, while the average Individual Settlement Share to be paid is approximately
14 \$815.80. Settlement Class Members will be issued payment of their Individual Settlement Shares subject
15 to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the
16 Individual Settlement Share (the net payment is their "Individual Settlement Payment").

17 16. Additionally, \$25,000.00 of the Gross Settlement Amount has been allocated toward
18 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$18,750.00,
19 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$6,250.00, of
20 which shall be paid to all current and former hourly non-exempt individuals who are or were employed
21 by Defendant during the PAGA Period. There are two hundred seventy-two (272) Aggrieved Employees
22 who worked a total of six thousand eight hundred seven (6,807) pay periods during the PAGA Period.
23 The highest Individual PAGA Payment to be paid is approximately \$66.11, and the average Individual
24 PAGA Payment to be paid is approximately \$22.98.

25 17. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due
26 separately and apart from the Gross Settlement Amount.
27
28

18. Phoenix's costs associated with the administration of this matter are \$8,500.00. 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**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 14th day of December 2022, at Orange, California.


Taylor Mitzner

Exhibit A

This notice is being sent pursuant to court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

Hiromi Meguro v. Silicon Valley Bank,

Superior Court of the State of California for the County of Santa Clara Case No. 20CV369854

If you were an hourly, non-exempt employee for Silicon Valley Bank in the State of California and either (i) earned overtime wages and non-discretionary compensation, including incentives, bonuses, and non-cash awards, at any time from April 6, 2016, through January 7, 2022 (the “Class Period”) or (ii) earned overtime wages at any time from April 6, 2019, through January 7, 2022 (the “PAGA Period”), you could receive a payment from a class action settlement (hereinafter, “Settlement”).

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Santa Clara (the “Court”) has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and Labor Code Private Attorneys General Act of 2004 (“PAGA”) action filed by Plaintiff, Hiromi Meguro, against Defendant, Silicon Valley Bank, which has been designated Case No. 20CV369854 (the “Action”).

- The Action alleges Defendant underpaid overtime and failed to provide lawful wage statements to employees. Specifically, the overtime claim alleges Defendant at times fails to properly calculate employees’ regular rates of pay. The wage statement claim alleges Defendant’s wage statements fail to accurately itemize and show the overtime rate as 1.5 times the regular rate and also fail to accurately itemize and show the total hours worked. Defendant denies the allegations. On these bases, the Action pursues class action and PAGA claims.
- Defendant denies Plaintiff’s allegations and maintains it has fully complied with the law. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the settlement, it would provide cash payments to Class Members, based on the number of relevant pay periods that they worked during the Class Period and PAGA Period.
- Based on Defendant’s records, you worked «Total_Pay_Periods» relevant pay periods, and an *estimate* of the amount that could be allocated to you is «Est_Set_Amt». Whether you receive a payment depends on whether the Court grants final approval of the class action settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you opt out of the class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing and the Court grants final approval of the class action settlement, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the Settlement.
OPT OUT	You may opt out of the class action settlement by submitting a Request for Exclusion. If you opt out, you may not object to the class action settlement, will not be eligible to receive an Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.
OBJECT	You may object to the class action settlement by submitting a written objection. If you object and the Court grants final approval of the class action settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the settlement.

If the Court approves the PAGA settlement, you will receive an Individual PAGA Payment and will be bound by the PAGA release provisions of the Settlement, regardless of whether you opt out of the class action settlement.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT
AS TO THE MERITS OF THE CLAIMS.**

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendant’s records show that you were employed by Defendant in the State of California and either (i) earned overtime wages and non-discretionary compensation, including incentives, bonuses, and non-cash awards, at any time from April 6, 2016, through January 7, 2022 (the “Class Period”) or (ii) earned overtime wages at any time from April 6, 2019, through January 7, 2022 (the “PAGA Period”). Class Members who worked during the PAGA Period are also “PAGA Employees” and may be entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement preliminarily approved by the Court would affect Settlement Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court finally approves the Settlement, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminary approved Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel. Based on their investigation and evaluation, they are of the opinion that the terms of Settlement are fair, reasonable, adequate, and in the best interests of Class Members. The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”). You may obtain a copy of the Agreement from Phoenix Settlement Administrators, a neutral third-party appointed by the Court to administer the settlement (the “Administrator”).

2. What Is the Action About?

On August 28, 2020, Plaintiff filed a complaint in Court that alleged Defendant fails to consider all compensation when calculating employees’ regular rates of pay for purposes of paying overtime. Specifically, Plaintiff alleged Defendant does not consider incentives, bonuses, non-cash awards, or shift differentials for purposes of paying overtime. The initial complaint also alleged both derivative and standalone wage statement violations. In addition to the derivative failure to accurately show the gross and net wages earned resulting from miscalculated and underpaid overtime, there are separate wage statement failures whenever employees are paid overtime: Defendant issues wage statements that do not accurately itemize and show either (i) the overtime rate as 1.5 times the regular rate of pay or (ii) the total hours worked.

Defendant denied and continues to deny (i) all of the allegations made by Plaintiff, (ii) that it violated any applicable laws, or (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of \$500,000.00, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Award, LWDA Payment, and Individual Class Payments & Individual PAGA Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (e.g., printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) a Class Representative Award to Plaintiff both for her efforts in prosecuting the Action for Class Members and for Plaintiff’s additional general release of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund will be allocated to the LWDA as an LWDA Payment. The remainder of the PAGA Penalty Fund will be allocated entirely to PAGA Employees as Individual PAGA Payments, based on the formula described below.

Individual Class Payments and Individual PAGA Payments: Individual Class Payments shall be distributed to Settlement Class Members and Individual PAGA Payments shall be distributed to PAGA Employees, respectively, without the need to submit a claim form.

Allocations for amounts payable to Settlement Class Members will be allocated among Settlement Class Members on a pro rata basis based on each Settlement Class Member's total number of pay periods with either (a) overtime wages and non-discretionary compensation during the Class Period or (b) overtime wages during the PAGA Period. 5% of Individual Class Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Class Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting.

Allocations for amounts payable to PAGA Employees will be allocated among PAGA Employees on a pro rata basis based on each PAGA Employee's total number of pay periods with overtime wages during the PAGA Period. Individual PAGA Payments will be subject to IRS Form 1099 reporting.

Through this settlement, each Settlement Class Member and PAGA Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Employee.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$166,666.67.33) and (b) litigation costs of up to \$10,000.00.

Class Representative Award: Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiff's Individual Settlement Payments. Class Counsel intends to request that the Court approve a Class Representative Award of \$10,000.00 for Plaintiff's efforts in prosecuting the Action for Class Members and for Plaintiff's additional general release of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to \$9,000.00, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the class action settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, and its shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, counsel in the Action, and any other individual or entity that could be liable (a "Released Party") from any and all claims during the Class Period under state, federal, or local law, whether statutory or common law arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, applicable Wage Orders, the Fair Labor Standards Act, regulations, or other provisions of law, or that could have been pleaded based on the facts pleaded in the Action for (1) failure to pay overtime wages, (2) failure to provide accurate itemized wage statements, (3) failure to timely pay wages during employment or upon termination, (4) unfair business practices based on these violations, and (5) all claims for injunctive relief, liquidated damages, and penalties.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773

This means that, if you do not timely and formally exclude yourself from the class action settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Upon approval, all PAGA Employees, the State of California, and the California Labor & Workforce Development Agency fully release Defendant and each Released Party from any and all claims during the PAGA Period for civil penalties, fees, and costs pleaded in the Action or that could have been pleaded based on the facts alleged in the Action and preceding PAGA notices to the LWDA.

5. How Do I Object to the Class Action Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Class Payment and Individual PAGA Payment if the Court grants final approval of the class action settlement and approves the PAGA settlement.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Hiromi Meguro v. Silicon Valley Bank*, Case Number 20CV369854), (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the law firms identified as Class Counsel (below) and (d) be filed or postmarked on or before December 22, 2022.

In addition, you may also dispute the number of relevant pay periods listed on the first page of this Notice by mailing to the Administrator a "Pay Period Dispute," which must state "Pay Period Dispute," include your name, indicate the number of pay periods you believe would be proper, and provide any documentation that you believe supports your calculation of your pay periods.

If you object, you will remain bound by the class action settlement if finally approved and bound by the PAGA settlement if approved. If you do not want to be bound by the class action settlement if finally approved, you must opt out of the class action settlement. Regardless of whether you object to the class action settlement, you will be bound by the PAGA settlement if approved.

Hearings before the judge overseeing this case will be conducted remotely. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class members who wish to appear should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 1 (Afternoon Session) or by calling the toll-free conference call number for Department 1.

6. How Do I Opt Out of the Class Action Settlement?

If you do not want to participate in the class action settlement, you may opt out of the class action settlement. If you opt out of the class action settlement, you may not object to the class action settlement, will not receive any Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.

In order to opt out, you MUST express your desire to be excluded from the class action settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion" and include your full legal name. Any such Request for Exclusion must be postmarked by December 22, 2022.

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773

7. Where Can I Get Additional Information?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.scefiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Administrator.

Administrator:	Class Counsel:
Phoenix Settlement Administrators	DIVERSITY LAW GROUP, P.C.
P.O. Box 7208	Larry W. Lee (lwlee@diversitylaw.com)
Orange, CA 92863	Simon L. Yang (sly@diversitylaw.com)
Telephone: (800) 523-5773	515 S. Figueroa St., Suite 1250
	Los Angeles, California 90071
	Telephone: (213) 488-6555

If the Court grants final approval, final judgment will be posted on the Administrator's website at www.phoenixclassaction.com/judgments.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	344
Opt Out Rate	0%
Opt Outs Received	1
Total Class Claimants	343
Subtotal Admin Only	\$8,535.79

INVOICE

\$8,500.00

December 14, 2022

Case: Meguro v. Silicon Valley Bank Opt-Out

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$147.47	1	\$147.47
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$35.00	1	\$35.00
Total			\$839.47

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	344	\$86.00
Notice Packet & Opt-Out Form	\$1.75	344	\$602.00
Estimated Postage (up to 2 oz.)*	\$0.81	344	\$278.64
Static Website	\$200.00	1	\$200.00
Total			\$1,416.64

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$2.50	21	\$52.50
Remail Notice Packets	\$1.75	20	\$35.00
Estimated Postage	\$0.81	20	\$16.20
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$368.70

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$795.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$2.00	343	\$686.00
Estimated Postage	\$0.56	343	\$192.08
Total			\$2,318.08

* 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	69	\$102.90
Case Associate	\$50.00	3	\$150.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,125.00	1	\$1,125.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office Estimated 60 Total Class Members	\$225.00	1	\$225.00
Total			\$2,797.90

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

TOTAL: \$8,535.79