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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiffs,

vs.

HUMANGOOD, a California corporation;
HUMANGOOD NORCAL, a California
corporation; HUMANGOOD SOCAL, a
California corporation; HUMANGOOD
FRESNO, a California corporation;
HUMANGOOD AFFORDABLE HOUSING, a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CIVDS2016835

[Hon. David Cohn, Department S26]

**DECLARATION OF KEVIN LEE WITH
RESPECT TO NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: February 14, 2023
Time: 10:00 a.m.
Department: S26

Complaint Filed: September 1, 2020

1 I, Kevin Lee, declare as follows:

2 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-
3 appointed Class Action Settlement Administrator for *LaVeda Scott v. HumanGood et al.* (the “Action”).
4 I 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 Class Action Settlement Agreement (“Settlement
8 Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and
9 mailing the Notice of Proposed Class Action Settlement (“Class Notice”); (ii) responding to inquiries
10 from Class Members; (iii) calculating the number of workweeks each Class Member worked during the
11 period from April 6, 2016 to June 2, 2022 (“Class Period”) and the number of workweeks that each
12 Aggrieved Employee worked during the time period from April 6, 2019 to June 2, 2022 (“PAGA
13 Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class
14 Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or
15 dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net
16 Settlement Amount and the Individual Settlement Payments to Class Members; (vi) calculating and
17 issuing the Individual Settlement Payments and distributing them to Settlement Class Members; (vii)
18 issuing the payment to Class Counsel for attorneys’ fees and costs, the Class Representative Service
19 Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and
20 (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the
21 Court orders.

22 3. On October 25, 2022, Phoenix received a data file from Defense Counsel that contained
23 names, last known mailing addresses, Social Security numbers, and number of workweeks for each Class
24 Member (“Class List”) during the Class Period and PAGA Period. The final mailing list contained seven
25 thousand three hundred thirty-eight (7,338) individuals identified as Class Members.

26 4. On November 8, 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 and
2 notified the U.S. Postal Service of their change of address.

3 5. On November 8, 2022, Phoenix mailed the Notice via U.S. first class mail, in English, to
4 all seven thousand three hundred thirty-eight (7,338) Class Members on the Class List. A true and correct
5 copy of the mailed Notice is attached hereto as **Exhibit A**.

6 6. As of the date of this declaration, three hundred sixty (360) Notices have been returned to
7 Phoenix. None were returned with a forwarding address. For the three hundred sixty (360) Notices
8 returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
9 address using TransUnion TLOxp, one of the most comprehensive address databases available for skip
10 tracing. Of the three hundred sixty (360) Notices that were skip traced, three hundred nineteen (319)
11 updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first
12 class mail.

13 7. As of the date of this declaration, seventy-three (73) Notices remain undeliverable since
14 an updated address could not be obtained via skip trace.

15 8. As of the date of this declaration, Phoenix has received seven (7) Requests for Exclusion
16 from Class Members. The deadline to request exclusion from the Class Settlement was December 23,
17 2022.

18 9. As of the date of this declaration, Phoenix has received zero (0) Objections from Class
19 Members. The deadline for objecting to the Class Settlement was December 23, 2022.

20 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from
21 Class Members. The deadline for submitting a dispute was December 23, 2022.

22 11. There are seven thousand three hundred thirty-one (7,331) Class Members who did not
23 submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members,
24 representing 99.9% of the Class. Settlement Class Members have worked a collective total of seven
25 hundred sixty-seven thousand four hundred sixty-nine (767,469) workweeks during the Class Period.

26 12. The Escalator Clause of the Settlement Agreement indicates if the weeks worked by all
27 Class Members combined exceeds 720,460 by ten percent or more (i.e., by more than 72,046) the Gross
28 Settlement Amount shall increase on a pro rata basis equal to the percentage increase exceeding ten

1 percent. Since the total number of workweeks did not exceed this amount, the Escalator Clause was not
2 triggered.

3 13. A total of \$600,000.00 of the Gross Settlement Amount has been allocated toward
4 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$450,000.00,
5 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$150,000.00,
6 of which shall be paid to all current and former hourly non-exempt individuals who are or were employed
7 by Defendant during the PAGA Period. There are five thousand five hundred eighty-three (5,583)
8 aggrieved employees. The highest Individual PAGA Payment to be paid is approximately \$53.70, and
9 the average Individual PAGA Payment to be paid is approximately \$26.87.

10 14. The Net Settlement Amount of \$1,986,154.25 available to pay Settlement Class Members
11 and PAGA Members was determined by subtracting the requested Class Counsel attorneys' fees
12 (\$1,250,000.00), and Class Counsel costs (\$11,845.75), requested Class Representative Service Award
13 to Plaintiff LaVeda Scott (\$10,000.00), seventy-five percent of the PAGA Amount (\$450,000.00), and
14 the requested Settlement Administration Costs (\$42,000.00) from the Gross Settlement Amount
15 (\$3,750,000.00).

16 15. In addition to the payments to PAGA Members above, based upon the calculations
17 stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately \$768.70,
18 the lowest Individual Settlement Share to be paid is approximately \$0.24, while the average Individual
19 Settlement Share to be paid is approximately \$250.46. Settlement Class Members will be issued payment
20 of their Individual Settlement Shares, to be reported on IRS Forms W-2 and 1099 pursuant to the
21 Settlement terms.

22 16. Phoenix's costs associated with the administration of this matter are \$42,000.00. This
23 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
24 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

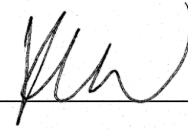
25 ///

26 ///

27 ///

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

3 Executed on January 11, 2023, at Orange, California.

A handwritten signature in black ink, appearing to read 'Kevin Lee', is written over a horizontal line.

5 KEVIN LEE

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

LaVeda Scott v. HumanGood et al.

Case No. CIVDS2016835

Superior Court of California, San Bernardino County

If you worked as a nonexempt employee of HumanGood, HumanGood NorCal, HumanGood SoCal, HumanGood Fresno, and HumanGood Affordable Housing in California at any time during the period April 6, 2016, through June 2, 2022, you may be entitled to receive money from a class action settlement.

The Superior Court of California, County of San Bernardino, authorized this Class Notice.

This is not a solicitation from a lawyer.

PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.

- The settlement resolves a class-action lawsuit, *LaVeda Scott v. HumanGood, et al.* (the “Lawsuit”), which alleges Defendants: (1) Failed to Provide Rest Periods; (2) Failed to Provide Meal Periods; (3) Failed to Pay or Timely Pay Earned Wages; (4) Failed to Pay Sick Pay Wages; (5) Failed to Provide Compliant Wage Statements; (6) Engaged in Unfair or Unlawful Business Practices; and (7) Violated the California Labor Code under the Private Attorneys General Act.
- Defendants vigorously deny the claims in the Lawsuit and contends that they fully complied with all applicable laws. The Court has not made any determination of the validity of the claims in the Lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for February 14, 2023, in Department S26 of the San Bernardino County Superior Court.

- The \$3,750,000 Gross Settlement Amount will be used to settle claims of all Settlement Class Members. The amount of each Settlement Class Member’s individual settlement payment will be determined by the number of weeks the Settlement Class Member worked in California from April 6, 2016 through June 2, 2022 (“Class Period”), as well as the number of weeks worked from April 6, 2019 through June 2, 2022 (the “PAGA Period”). Settlement Class Members who worked during the PAGA Period are referred to below as “PAGA Members.”
- The Court has preliminarily approved this settlement. A final fairness hearing addressing the fairness, adequacy, and reasonableness of the Settlement will be held on February 14, 2023, to determine whether the Settlement should receive the Court’s final approval.
- Lawyers for the Class Members will be asking the Court to award \$1,250,000 to be paid out of the settlement (one-third of the Gross Settlement Amount) as attorneys’ fees for investigating the facts, litigating the case, and negotiating the settlement, as well as actual costs incurred during the case. They also will ask the Court to approve a service award in the amount of \$10,000 to Plaintiff, who assisted in litigating this case for the benefit of all Class Members, and who will also provide a general release of claims.
- Any questions? Read on or visit www.phoenixclassaction.com/scott-v-humangood/.

CLASS NOTICE

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QUESTIONS? VISIT www.phoenixclassaction.com/scott-v-humangood/ OR CALL PHOENIX SETTLEMENT ADMINISTRATORS AT (800) 523-5773

BASIC INFORMATION

1. Why did I get this Class Notice package?

Defendants' records show that you work, or previously worked, for Defendants in California as a nonexempt employee during the Settlement Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

Plaintiff in this Lawsuit, LaVeda Scott, alleged that during the Settlement Period, Defendants violated California law and failed to provide legally compliant meal periods, failed to provide legally-compliant rest breaks, failed to pay and timely pay all earned wages, failed to pay and timely pay all sick pay wages, and failed to provide legally-compliant wage statements. As noted above, Defendants deny each of these allegations and contends that Plaintiff's claims have no merit whatsoever. A copy of the most recent version of the complaint may be found at www.phoenixclassaction.com/scott-v-humangood/.

3. Why is this a class action?

In a class action, one or more people called Class Representatives make allegations on behalf of other people whom they allege have similar claims. All these people comprise a Class and are referred to as Class Members, except those who decide to exclude themselves from the Class. One court resolves the issues for all Class Members.

4. Why is there a settlement?

The Parties disagree on the probable outcome of the case with respect to liability and damages. The Plaintiff believes the claims asserted against Defendants are valid and could be proven if the case went to trial. Defendants believe the Plaintiff's claims have no merit and that they would not prevail if the case went to trial. The Defendants further contend that, other than in the context of this settlement, the case is not suitable for class treatment. The Court has not decided in favor of the Plaintiff or the Defendants. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption that are associated with continued litigation, and they have therefore chosen to resolve their differences by entering into a settlement. The Parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Plaintiff and Class Counsel believe that this settlement is fair and reasonable and is in the best interests of all Class Members.

5. What is a class action settlement?

The Court must approve the terms of the settlement described below as fair and reasonable to the class. Once approved, the settlement will affect all Class Members except those who choose to opt out. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may get. Please read this entire Class Notice carefully.

6. How do I know if I am a Class Member?

If you fit the following description then you are a Class Member: Nonexempt employees who worked for HumanGood, HumanGood NorCal, HumanGood SoCal, HumanGood Fresno, or HumanGood Affordable Housing in California during the Settlement Period.

7. Are there exceptions to being included?

You are not a Class Member if you were not employed by Defendants as a nonexempt employee in California during the Settlement Period. You are also not a Class member if you were part of the class action settlement in *Haji v. Be.Group*, San Diego Superior Court Case No. 37-2017-00025918-CU-OE-CTL, and did not perform work for any of the Defendants after September 28, 2018. You can also choose to be excluded from this settlement by opting out of this settlement, in which case you will not be a Settlement Class Member.

8. I'm still not sure if I am a Class Member. What should I do?

You may contact the Settlement Administrator for further information, or you may also contact Class Counsel at the phone number provided in Section 22 of this Notice. Or you can do nothing, and if you are entitled to a payment you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you should contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

9. What does the settlement provide?

The Parties have agreed to settle the Lawsuit for a "Gross Settlement Amount" of Three Million Seven Hundred Fifty Thousand Dollars and No Cents (\$3,750,000). This means that the entire Gross Settlement Amount will be paid out, subject to various Court-approved deductions listed below in this Section. In addition to the Gross Settlement Amount, Defendants will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. The Gross Settlement Amount shall be deemed in satisfaction of: (1) the claims in the Lawsuit; (2) claims for attorneys' fees not to exceed one-third of the Gross Settlement Amount (\$1,250,000) and costs of Class Counsel actually incurred up to \$25,000; (3) a service payment to Plaintiff not to exceed \$10,000; (4) all costs of third-party settlement administration not expected to exceed \$45,000 or such other amount approved by the Court; and (5) payment to the Labor and Workforce Development Agency of \$450,000 as its share of the PAGA civil penalties.

10. How was payment calculated?

The funds payable to Settlement Class Members will be divided up pro rata using the following formulas:

From the Gross Settlement Amount, payments will be made to the Class Counsel, the Class Representative, and the Settlement Administrator, and \$600,000 shall be designated as "PAGA Penalties". What remains after these payments are made is called the "Net Settlement Amount," depending on the final Court-approved deductions as discussed above. The Net Settlement Amount shall be paid pro rata to each Settlement Class Member based on the number of weeks worked by the Settlement Class Member in California during the Settlement Period (but excluding any weeks before September 18, 2018, for any members of the *Haji v. Be.Group* settlement class). The PAGA Penalties shall be distributed as follows: 75% (\$450,000) shall be paid to the Labor and Workforce Development Agency, and the remaining 25% (\$150,000) shall be paid pro rata to each PAGA Member based on the number of weeks worked by the PAGA Member in California during the PAGA Period.

11. How much will I get from the settlement?

Defendants' records indicate that you worked «Class_Weeks» weeks as a nonexempt employee of Defendants during the Settlement Period. Defendants' records indicate that you worked «PAGA_Weeks» weeks as a nonexempt employee of Defendants during the PAGA Period. Based on these records, your estimated payment as a Settlement Class Member would be «Estimated_Amount».

Class Members who do not opt-out will be paid out of the Net Settlement Amount. One-fifth of each Settlement Payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued. The remaining four-fifths of each Individual Settlement Payment will be designated for interest and penalties, for which an IRS Form 1099 shall be issued.

If you believe you had a different number of weeks worked than the number referenced above, you may dispute your calculation by providing written documentation to the Settlement Administrator supporting your position on or before December 23, 2022. Your dispute must contain: your full name, address, signature, and last four digits of your Social Security number; and any facts supporting your dispute, along with any supporting materials confirming that the weeks attributed to you are incorrect. If you do not dispute your weeks worked calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. The Settlement Administrator's determination of disputes will be final and non-appealable. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

12. When would I get my payment?

As set forth in Section 18, below, the Court will hold a hearing on February 14, 2023, to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone has filed a timely objection. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, you may call the Settlement Administrator at (800) 523-5773 or contact Class Counsel (see Question 22 for contact info.). *Please be patient.*

13. What claims am I releasing?

Upon the court's final approval of the class settlement and entry of final judgment, each Settlement Class Member shall be deemed to

CLASS NOTICE

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QUESTIONS? VISIT www.phoenixclassaction.com/scott-v-humangood/ OR CALL PHOENIX SETTLEMENT ADMINISTRATORS AT (800) 523-5773

have released Defendants and all of their present and former parent companies, subsidiaries, divisions, related, or affiliated companies, and their officers, directors, employees, agents, attorneys, insurers, successors, and assigns (collectively the “Released Parties”), from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaint filed in this action, including without limitation to, claims for restitution and other equitable relief, claims for unpaid wages, unpaid overtime wages, meal/rest period penalties, waiting time penalties, unfair business practices, failure to provide accurate wage statements, declaratory relief, accounting, injunctive relief, civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (Labor Code Section 2698 et seq.), claims for penalties of any nature whatsoever arising out of the Released Claims, or any other benefit claimed on account of allegations and claims which are reasonably related to the allegations and claims asserted in the operative complaint filed in this action and thus could have been asserted. This release shall apply to claims arising at any point during the Settlement Period. The release shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers’ compensation, claims arising while classified as exempt from overtime, claims outside of the Settlement Period, or any other claim or right that as a matter of law cannot be waived or released.

14. Do I have a lawyer in this case?

The Court has appointed Diversity Law Group, P.C. to represent you and all the other Class Members in this action. Class Counsel will be compensated from the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of \$1,250,000 (one-third of the Gross Settlement Amount) to them for attorneys’ fees, as well as their actual costs up to \$25,000. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement. Defendants have agreed not to oppose Class Counsel’s application for these fees and expenses. The Court may choose to award less than the amount requested by Class Counsel. All other payments to the Plaintiff and to the Settlement Administrator also come from the Gross Settlement Amount.

16. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. To do so, you must prepare and submit in writing your signed and dated statement that you want to be excluded from the settlement. You must include your name, address and last four digits of your social security number; the name of the case and the case number, and a clear statement that you seek to be excluded from the Settlement. Your written statement must be received or mailed to the Settlement Administrator, Phoenix Settlement Administrators, and be postmarked no later than December 23, 2022, or it will not be considered, and you will still remain a Settlement Class Member, and be bound by the settlement. Phoenix Settlement Administrators’ address is listed in section 23, below.

17. How do I tell the Court that I do not agree with the settlement?

If you do not opt out, you can object to the settlement if you do not agree with it. You should give reasons why you think the Court should not approve the settlement and the Court will consider your views. To object, and to have the Court hear your views, you should send a letter saying that you object to the settlement and give your reasons. Be sure to include your name, address and last four digits of your social security number, case name and number, and provide both the legal and the factual reasons you object to the settlement and indicate whether you intend to appear at the Final Fairness Hearing. Your objection is to be mailed to the Settlement Administrator, Phoenix Settlement Administrators, and must be postmarked no later than December 23, 2023. Phoenix Settlement Administrators’ address is listed in section 23, below.

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to appear at the hearing.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on February 14, 2023, in Department S26 of the San Bernardino County Superior Court. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the Court will consider them. The Judge will listen to people who attend the hearing and who do not opt out. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not required.

20. May I speak at the hearing?

If you wish to speak at the Final Approval Hearing, you may appear at the scheduled Final Approval Hearing. You cannot speak at the hearing if you have excluded yourself from the Settlement.

21. What happens if I do nothing at all?

You will be a member of the settlement class. You will be bound by the release as set forth under question 13. Once the Settlement is finally approved by the Court, and the necessary deadlines have passed, you will be mailed your settlement check.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This Class Notice summarizes the proposed settlement. You may call or contact the Settlement Administrator or Class Counsel if you would like more information about the case. The pleadings and other records in this litigation, including the Settlement Agreement, may be also obtained on the settlement website here: www.phoenixclassaction.com/scott-v-humangood/. The pleadings and other records in this litigation may be examined online on the San Bernardino County Superior Court's website, at <https://cap.sb-court.org/search>. After arriving at the website, enter the case number (CIVDS2016835) as the case number and click 'SEARCH.' Images of every document filed in the case may be purchased at a minimal charge. Class Counsel may be reached at:

DIVERSITY LAW GROUP, PC
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lwlee@diversitylaw.com
Simon L. Yang
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Tel: (213) 488-6555
Fax: (213) 488-6554

23. How do I get more information?

You may visit, www.phoenixclassaction.com/scott-v-humangood/ or call the Settlement Administrator at (800) 523-5773, or Class Counsel above, or write to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863.

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT WITH INQUIRIES.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	7338
Opt Out Rate	0%
Opt Outs Received	7
Total Class Claimants	7331
Subtotal Admin Only	\$42,033.39

TOTAL COSTS	\$42,000.00
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Fixed Fee

January 11, 2023

Case: Scott v. HumanGood

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$115.00	3	\$345.00
Programming Database & Setup	\$115.00	3	\$345.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	734	\$1,467.60
NCOA (USPS)	\$0.15	7338	\$1,100.70
		Total	\$3,398.30

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$115.00	3	\$345.00
Data Merge & Duplication Scrub	\$0.25	7,338	\$1,834.50
Notice Packet & Opt-Out Form	\$1.00	7,338	\$7,338.00
Postage (up to 1 oz.)	\$0.71	7,338	\$5,209.98
Static Website	\$275.00	1	\$275.00
		Total	\$15,002.48

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	360	\$900.00
Remail Notice Packets	\$1.00	360	\$360.00
Postage	\$0.71	360	\$255.60
Programing Undeliverables	\$50.00	5	\$250.00
		Total	\$1,930.60

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	3	\$405.00
Non Opt-Out Processing	\$200.00	2	\$400.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
		Total	\$1,225.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	3	\$405.00
Disbursement Review	\$135.00	3	\$405.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$125.00	3	\$375.00
Check Run Setup & Printing	\$100.00	5	\$500.00
Mail Class Checks, W2 and 1099 *	\$1.00	7,331	\$7,331.00
Estimated Postage Checks, W2 and 1099	\$0.71	7,331	\$5,205.01
Total			\$14,411.01

* 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	5	\$500.00
Remail Undeliverable Checks (Postage Included)	\$1.50	1,114	\$1,671.00
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$115.00	1	\$115.00
IRS & QSF Annual Tax Reporting *	\$2,500.00	1	\$2,500.00
(State Tax Reporting Included)			
Uncashed Checks to State Controller	\$375.00	1	\$375.00
Total			\$6,066.00

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

Total: \$42,033.39