

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 ALAMEDA

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

Plaintiff,

vs.

GENJI PACIFIC, LLC, (also known as HANA
GROUP OPS, LLC) a Delaware limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. RG20074795

[Hon. Stephen Kaus, Department 19]

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

Date:	February 22, 2022
Time:	3:00 p.m.
Department:	19
Reservation No.:	A-20074795001
Complaint Filed:	September 23, 2020

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Fnu Linaki v. Genji Pacific LLC*. (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of pay periods each Class Member worked during the period from September 1, 2016 to January 13, 2022 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during the time period from August 26, 2019 to January 13, 2022 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Pay Periods submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On October 26, 2022, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and

1 pay periods for each Class Member (“Class List”) during the Class Period. The final mailing list
2 contained six hundred forty-seven (647) individuals identified as Class Members.

3 4. On October 28, 2022, Phoenix conducted a National Change of Address (“NCOA”)
4 search in an attempt to update the class list of addresses as accurately as possible. A search of this
5 database provides updated addresses for any individual who has moved in the previous four (4)
6 years and notified the U.S. Postal Service of their change of address.

7 5. On November 7, 2022, Phoenix mailed the Notice via U.S. first class mail to all six
8 hundred forty-seven (647) Class Members on the Class List. A true and correct copy of the mailed
9 Notice is attached hereto as **Exhibit A**.

10 6. As of the date of this declaration, fifty-two (52) Notices have been returned to
11 Phoenix. None were returned with a forwarding address. For the fifty-two (52) Notices returned
12 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
13 address using TransUnion TLOxp, one of the most comprehensive address databases available for
14 skip tracing. Of the fifty-two (52) Notices that were skip traced, forty-seven (47) updated addresses
15 were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

16 7. As of the date of this declaration, twelve (12) Notices remain undeliverable,
17 specifically, five (5) are undeliverable since an updated address could not be obtained via skip trace,
18 while seven (7) are undeliverable since they were returned by the Post Office after a second mailing.

19 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
20 from Class Members. The deadline to request exclusion from the Class Settlement was January 6,
21 2023.

22 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
23 from Class Members. The deadline for objecting to the Class Settlement was January 6, 2023.

24 10. As of the date of this declaration, Phoenix has received zero (0) Pay Period disputes
25 from Class Members. The deadline for submitting a dispute was January 6, 2023.

26 11. There are six hundred forty-six (646) Class Members who did not submit timely and
27 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
28

1 99.85% of the Class. Settlement Class Members have worked a collective total of seventeen
2 thousand twenty-six (17,026) Pay Periods during the Class Period. Each Pay Period is valued at
3 approximately \$20.47.

4 12. The Escalator Clause of the Settlement Agreement indicates if the number of Class
5 Members exceeds six hundred forty-nine (649) or the number of Qualifying Pay Periods exceed
6 thirteen thousand two hundred (13,200), there will be a pro rata adjustment to the Gross Settlement
7 Amount. Since the number of Class Members and Qualifying Workweeks did not exceed these
8 amounts, the Escalator Clause was not triggered.

9 13. The Net Settlement Amount of \$365,617.16 available to pay Settlement Class
10 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$250,000.00),
11 and Class Counsel costs (\$12,882.84), requested Enhancement Payment to Plaintiff Fnu Linaki
12 (\$10,000.00), the PAGA Amount (\$100,000.00), and the requested Settlement Administration Costs
13 (\$11,500.00) from the Gross Settlement Amount (\$750,000.00).

14 14. Based upon the calculations stipulated in the Settlement, the highest Individual
15 Settlement Share to be paid is approximately \$2,362.15, the lowest Individual Settlement Share to
16 be paid is approximately \$21.47, while the average Individual Settlement Share to be paid is
17 approximately \$565.97. Settlement Class Members will be issued payment of their Individual
18 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
19 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
20 Settlement Payment").

21 15. Additionally, \$100,000.00 of the Gross Settlement Amount has been allocated
22 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
23 \$75,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
24 or \$25,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
25 are or were employed by Defendant during the PAGA Period. There are three hundred ninety-seven
26 (397) Aggrieved Employees who worked a total of eleven thousand six hundred twenty-eight
27 (11,628) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid
28

1 is approximately \$137.60, and the average Individual PAGA Payment to be paid is approximately
2 \$62.97.

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

5 17. Phoenix's costs associated with the administration of this matter are \$11,500.00.
6 This includes all costs incurred to date, as well as estimated costs involved in completing the
7 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
8 **Exhibit B.**

9
10 I declare under penalty of perjury of the laws of the State of California that the foregoing is
11 true and correct.

12 Executed this 27th day of January 2023, at Orange, California.
13
14

15
16  _____
17 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

Fnu Linaki v. Genji Pacific, LLC,

Superior Court of the State of California for the County of Alameda Case No. RG20074795

If you were employed by Genji Pacific, LLC (also known as Hana Group Ops, LLC) in California (i) as a non-exempt employee and earned overtime and non-discretionary compensation, including the Ooiri bonus, in the same month at any time from September 1, 2016 through January 13, 2022 , or (ii) were not paid wages within seven days of the last day of a pay period at any time from August 26, 2019, through January 13, 2022, you may be a “Class Member” entitled to a payment from a class action settlement.

You are not being sued. 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 Alameda (the “Court”) has preliminarily approved a class action settlement that may affect your legal rights. The settlement would resolve a class and representative action lawsuit filed by Plaintiff, Fnu Miller, against Defendant, Genji Pacific, LLC (also known as Hana Group Ops, LLC) (“Hana Group”)—*Fnu Miller v. Genji Pacific, LLC*, Court Case No. RG20074795 (the “Lawsuit”).

- The Lawsuit alleges Hana Group underpaid overtime to non-exempt California employees by failing to factor non-discretionary compensation, including the Ooiri bonus, when calculating their overtime rate of pay. It separately alleges Hana Group failed to timely pay California employees their wages. On those bases, the Lawsuit pursues class action claims as well as representative action claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).
- Hana Group denies Plaintiff’s allegations and maintains it has fully complied with the law. By entering into this settlement, Hana Group in no way admits any violation of law or any liability whatsoever to Plaintiff or Class Members, individually or collectively, and expressly denies all such liability. Plaintiff and Hana Group have reached this settlement in light of all known facts and circumstances—including the risks of significant delay and uncertainty associated with litigation and various defenses asserted by Hana Group—with the assistance of an experienced mediator knowledgeable of both the wage and hour laws at issue.
- The settlement provides payments to Participating Class Members, based on (i) the number of relevant months a Class Member earned overtime and non-discretionary compensation in the same month from September 1, 2016 through January 13, 2022, and (ii) the number of relevant pay periods a Class Member worked from August 26, 2019, through January 13, 2022.
- Based on Hana Group’s records, your total number of relevant months and relevant pay periods is «Instances», and an *estimate* of the amount that could be allocated to you is «Est_Set_Amt». Whether you receive a payment depends on whether you opt out and whether the Court grants final approval. The actual amount you could receive depends on the terms the Court finally approves.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will be a Participating Class Member, remain eligible to receive a payment if the Court grants final approval of the settlement, and be bound by the release provisions of the settlement.
OPT OUT	You may opt out of the settlement by submitting a Request for Exclusion. If you opt out, you may not object to the settlement, will not be eligible to receive a payment, and will not be bound by the release provisions of the settlement.
OBJECT	You may object to the settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will be a Participating Class Member, remain eligible to receive a payment if the Court grants final approval of the settlement, and be bound by the release provisions of the settlement.

NOTICE OF CLASS ACTION SETTLEMENT

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Hana Group’s records show that you are a “Class Member” because you were employed by Hana Group in California (i) as a non-exempt employee and earned overtime and non-discretionary compensation, including the Ooiri bonus, in the same month at any time from September 1, 2016 through January 13, 2022 (the “Overtime Period” or “Class Period”), or (ii) were not paid wages within seven days of the last day of a pay period at any time from August 26, 2019, through January 13, 2022 (the “Late Pay Period” or “PAGA Period”). As a Class Member, you may be entitled to share in the funds to be made available for settlement of the Lawsuit.

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

The terms of the settlement are set forth in detail in the Joint Stipulation of Class and Representative Action Settlement (“Agreement”). You may obtain a copy of the Agreement from Phoenix Settlement Administrators, the neutral third-party appointed by the Court to administer the settlement (the “Settlement Administrator”). Details about how to get additional information about the Agreement are provided at the end of this Notice.

2. What Is the Lawsuit About?

On September 23, 2020, Plaintiff, on behalf of herself and all others similarly situated, and as a proxy for the State of California, filed the complaint initiating the Lawsuit. On or about February 7, 2022, Plaintiff filed a first amended complaint. The Lawsuit alleges causes of action for miscalculating and underpaying overtime by failing to consider non-discretionary compensation when calculating employees’ overtime rate of pay, failing to timely pay wages during and upon separation of employment, and issuing inaccurate itemized wage statements. Based on these violations, the Lawsuit also alleges causes of action for unfair competition and PAGA penalties.

Hana Group 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 Lawsuit. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Hana Group has agreed to settle the Lawsuit, to avoid the burden, expense, and uncertainty of continuing the Lawsuit.

The Court has preliminarily 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 believe that the terms of settlement are fair, reasonable, adequate, and in the best interests of Class Members.

3. What Are the Payments Under the Settlement?

Hana Group agrees to pay a “Gross Settlement Amount” of \$750,000.00. All payments from the Gross Settlement Amount must be approved by the Court. Payments requested for approval include those (i) to Class Counsel for Attorneys’ Fees and Costs associated with the litigation and resolution of the Lawsuit, (ii) to Plaintiff for her effort and work in prosecuting the Lawsuit on behalf of Class Members (the “Incentive Award”), (iii) to the Settlement Administrator for costs for administering the settlement, including, but not limited to, printing, distributing, or tracking notices, processing any required tax payments or reportings, providing any required tax forms, depositing settlement funds in an interest bearing account, distributing the settlement payments, or providing necessary reports and declarations (“Settlement Administration Costs”), and (iv) to the State of California Labor & Workforce Development Agency as required by the Labor Code (the “LWDA Payment”).

Except for and excluding any Court approved payments from the Gross Settlement Amount, the Total Net Settlement Amount will be allocated to Class Members. No sums will revert or be returned to Hana Group.

a. Individual Settlement Payments and Individual PAGA Payments

The Total Net Settlement Amount shall be distributed to Participating Class Members and Aggrieved Employees without the need to submit a claim. \$25,000.00 of the Total Net Settlement Amount shall be designated as PAGA penalties and allocated as Individual PAGA Payments among Aggrieved Employees (i.e., Class Members who worked during the PAGA Period). The remainder of the Total Net Settlement Amount shall be allocated as Individual Settlement Payments among Participating Class Members.

Each Aggrieved Employee's Individual PAGA Payment will be calculated and apportioned based on his or her number of PAGA Qualifying Pay Periods—i.e., pay periods during the PAGA Period that the Aggrieved Employee either (i) earned overtime and non-discretionary compensation, including the Ooiri bonus, in the same month, or (ii) were not paid within seven days of the last day of the pay period.

Each Participating Class Member's Individual Settlement Payment will be calculated and apportioned based on his or her total number of Qualifying Months and Qualifying Pay Periods. Qualifying Months are months during the Overtime Class Period in which a Class Member earned both overtime and non-discretionary compensation. Qualifying Pay Periods are pay periods that Class Members worked during the Late Paid Class Period.

20% of each Individual Settlement Payment will be designated as wages subject to an IRS Form W-2. The remainder and all Individual PAGA Payments will be subject to an IRS Form 1099-MISC. Class Members are advised and understand that they shall be solely responsible for paying applicable taxes on any settlement payments and shall hold harmless the Parties from any claim or liability for taxes or penalties for the payments.

All uncashed or undeliverable settlement checks will expire after 180 calendar days after the postmarked date of their initial mailing. After 180 calendar days, the Settlement Administrator shall direct the principal for any expired checks be distributed to the State Controller Unclaimed Property Fund in the name of the Class Member.

b. Attorneys' Fees and Costs

You do not need to pay individually any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be deducted from the Gross Settlement Amount. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the of the Gross Settlement Amount, or \$250,000.00, and (b) up to \$30,000.00 in litigation costs.

c. Incentive Award

Class Counsel intends to request that the Court approve an Incentive Award of \$10,000.00 to Plaintiff both for the general release required of Plaintiff by the Agreement and for her effort and work in prosecuting the Lawsuit on behalf of Class Members.

d. Settlement Administration Costs

Class Counsel intends to request that the Court approve Administration Costs of up to \$6,750.00, payable to the Settlement 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 settlement payments.

e. LWDA Payment

The Agreement designates \$100,000.00 as PAGA penalties. Pursuant to statute, Class Counsel intends to request that the Court approve payment of 75% of the PAGA penalties as an LWDA Payment. Also pursuant to statute, 25% of PAGA Penalties would be payable to Aggrieved Employees as Individual PAGA Payments.

f. All Payments Subject to Court Approval

All of the payments listed above will be made if and only if the Court grants final approval of the settlement and concludes it is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the settlement and concludes it is reasonable, fair, and adequate for Class Members, Participating Class Members would release either or both Released Overtime Claims or Released Late Paid Claims, as applicable.

“Released Overtime Claims” means all claims, rights, demands, liabilities, and causes of action of Overtime Class Members which accrued during Overtime Class Period and which were pled or could have been pled based on the facts alleged in the First Amended Complaint, whether known or unknown, contingent or accrued, including but not limited to all claims, rights, demands, liabilities, and causes of action based on any federal, state, or local wage and hour law, including but not limited to: (i) claims for overtime wages (Cal. Lab. Code §§ 218, 510, 1194); (ii) claims for failure to timely pay wages during employment (Cal. Lab. Code §§ 204, 210); (iii) claims for failure to timely pay wages upon termination of employment (Cal. Lab. Code §§ 201-203); (iv) claims for failure to furnish accurate itemized wage statements (Cal. Lab. Code § 226(a)); (v) claims for violations of California Business & Professions Code, Section 17200, *et seq.*; and (vi) claims of the LWDA pursuant to the PAGA (Cal. Lab. Code §§ 2698 *et seq.*) for PAGA penalties against the Released Parties for Labor Code or Wage Order violations suffered by Aggrieved Employees which accrued during the PAGA Period and are based on the facts alleged in the First Amended Complaint.

“Released Late Paid Claims” means all claims, rights, demands, liabilities, and causes of action of Late Paid Class Members which accrued during Late Paid Class Period and which were pled or could have been pled based on the facts alleged in the First Amended Complaint for violations of Labor Code §§ 204 and 210, whether known or unknown, contingent or accrued, including but not limited to all claims, rights, demands, liabilities, and causes of action based on any federal, state, or local wage and hour law, including but not limited to (i) claims for failure to timely pay wages during employment (Cal. Lab. Code §§ 204, 210); and (ii) claims of the LWDA pursuant to the PAGA (Cal. Lab. Code §§ 2698 *et seq.*) for PAGA penalties against the Released Parties for Labor Code or Wage Order violations suffered by Aggrieved Employees which accrued during the PAGA Period and are based on the facts alleged in the First Amended Complaint for violations of Labor Code §§ 204 and 210.

5. How Do I Object to the 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 receive your settlement payments automatically if the Court grants final approval of the settlement. If you want to object to the settlement, you must either appear at the final approval hearing or mail a Notice of Objection to the Settlement Administrator listed below.

A Notice of Objection must be postmarked by January 6, 2023, and include: (i) your full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection (if any); (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a statement describing whether you intend to appear at the final approval hearing.

If you submit an objection, you will remain bound by the settlement if finally approved. If you do not want to be bound by the settlement if finally approved, you must opt out of the settlement.

6. How Do I Opt Out of the Settlement?

If you do not want to participate in the settlement, you may opt out of the settlement by mailing a letter to the Settlement Administrator listed below. To be valid, the letter must be postmarked by January 6, 2023, and (i) include your full name, signature, address, telephone number, and last four digits of your Social Security number and (ii) state “I wish to opt-out from this Settlement.” Any letter does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective.

If you opt out of the settlement, you may not object to the settlement, shall not receive any Individual Settlement Payment, and shall not be bound by the release provisions of the settlement.

7. Where Can I Get Additional Information?

This notice summarizes the Lawsuit, settlement, and related matters. For more information, you may contact the Settlement Administrator or Class Counsel:

Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, California 92863
Telephone: (800) 523-5773

Class Counsel:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee
lwlee@diversitylaw.com
Simon L. Yang
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
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile (831) 634-0333

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THE SETTLEMENT

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	647
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	646
Subtotal Admin Only	\$11,579.48

INVOICE

\$11,500.00

January 21, 2023

Case: Linaki v. Genji Pacific Opt-Out wLanguage

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$133.34	1	\$133.34
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$200.00	1	\$200.00
Total			\$865.34

* 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	647	\$161.75
Notice Packet & Opt-Out Form	\$2.00	647	\$1,294.00
Estimated Postage (up to 2 oz.)*	\$0.81	647	\$524.07
Static Website	\$200.00	1	\$200.00
Language Translation	\$900.00	1	\$900.00
Total			\$3,329.82

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.50	129	\$323.50
Remail Notice Packets	\$1.75	129	\$226.45
Estimated Postage	\$0.81	129	\$104.81
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$864.76

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	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$110.00	4	\$440.00
Mail Class Checks *	\$1.50	646	\$969.00
Estimated Postage	\$0.56	646	\$361.76
		Total	\$2,710.76

* 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	129	\$193.80
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)	\$1,250.00	1	\$1,250.00
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	\$3,013.80

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

TOTAL: \$11,579.48