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9 Attorneys for Plaintiff and the Class

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF KERN**

13 JOSE PABLO JIMENEZ, as an individual
14 and on behalf of all others similarly
15 situated,

16 Plaintiff,

17 vs.

18 NESTLE WATERS NORTH AMERICA,
19 INC., a Delaware corporation; and DOES
20 1 through 50, inclusive,

21 Defendants.

Case No.: BCV-20-102561

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

Date: August 15, 2022

Time: 8:30 a.m.

Division:J

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Jose Pablo Jimenez v. Nestle Waters North America, Inc.* I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On April 22, 2022, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and number of Pay Periods worked by each Class Member (“Class Data”) during the period from May 6, 2016 to January 10, 2022 (“Class Period”). The final mailing list contained one thousand nine hundred sixty-two (1,962) Class Members who worked 121,112 Pay Periods during the Class Period.

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

1 5. On May 9, 2022, Phoenix mailed the Notice Packet via U.S. first class mail to all
2 one thousand nine hundred sixty-two (1,962) Class Members on the Class List. A true and correct
3 copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

4 6. As of the date of this declaration, sixty-two (62) Notice Packets have been returned
5 to Phoenix. None were returned with a forwarding address. Phoenix attempted to locate a current
6 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
7 available for skip tracing. Of the sixty-two (62) Notice Packets that were skip traced, forty-three
8 (43) updated addresses were obtained and the Notice Packet was promptly re-mailed to those Class
9 Members via first class mail.

10 7. As of the date of this declaration, twenty-five (25) Notice Packets are considered
11 undeliverable. Specifically, nineteen (19) are undeliverable since an updated address could not be
12 obtained via skip trace, and six (6) were returned to Phoenix a second time after re-mailing.

13 8. The deadline for Class Members to submit a Request for Exclusion, Objection to the
14 Settlement, or Pay Period dispute was June 23, 2022.

15 9. As of the date of this declaration, Phoenix has received zero (0) Requests for
16 Exclusion.

17 10. As of the date of this declaration, Phoenix has received zero (0) Objections to the
18 Settlement.

19 11. No Work Weeks disputes were received throughout the response period.

20 12. The Net Settlement Amount of \$956,477.82 available to pay Participating Class
21 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$560,000.00),
22 requested Class Counsel costs (\$8,522.18), requested Class Representative Enhancement Payments
23 to Named Plaintiff (\$10,000.00), total amount allocated to PAGA Penalties (\$50,000.00), and the
24 requested Settlement Administrator costs (\$15,000.00) from the Maximum Settlement Amount
25 (\$1,600,000.00).

26 13. Based upon the calculations stipulated in the Settlement, the highest Individual
27 Settlement Payment to be paid is approximately \$1,208.31, the lowest Individual Settlement
28 Payment to be paid is approximately \$7.90, while the average Individual Settlement Payment to be

1 paid is approximately \$487.50. All Individual Settlement Payments are subject to any and all legally
2 mandated reductions and deductions on the twenty percent (20%) portion thereof considered wages.

3 14. Additionally, \$50,000.00 of the Maximum Settlement Amount has been designated
4 as the Private Attorneys General Act Allocation ("PAGA Amount"), of which 75%, or \$37,500.00,
5 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or
6 \$12,500.00, of which shall be paid to the Settlement Class members who worked during the time
7 period of May 6, 2019 to January 10, 2022 ("PAGA Period"). There are one thousand four hundred
8 forty-eight (1,448) Class Members who worked 62,994 Pay Periods during the PAGA Period. The
9 average payment to these individuals is \$8.63 ("PAGA Payment").

10 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
11 due separately and apart from the Maximum Settlement Amount. As of this date, and utilizing the
12 maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$27,642.21.

13 16. Phoenix's costs associated with the administration of this matter are \$15,000.00.
14 This includes all costs incurred to date, as well as estimated costs involved in completing the
15 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
16 **Exhibit B.**

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

19 Executed this 28th of June 2022, at Orange, California.

20
21  _____
22 TAYLOR MITZNER
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Exhibit A

NOTICE OF CLASS-ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER NON-EXEMPT EMPLOYEE OF BLUE TRITON BRANDS, INC. (FORMERLY KNOWN AS NESTLE WATERS NORTH AMERICA, INC.) IN THE STATE OF CALIFORNIA DURING THE PERIOD OF MAY 6, 2016 THROUGH JANUARY 10, 2022, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.

The Kern County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Class Action Administration Solutions (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

DEFENDANT CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

ATTN: «First_Name» «Last_Name»
«Address_1»
«City», «State» «ZIP_Code»

**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY
Individual PAGA Payment: «PAGA_Amount»
Individual Class Settlement Payment:
«ESA_Before_Paga»
THROUGH THIS CLASS ACTION SETTLEMENT**

- Jose Pablo Jimenez (“Named Plaintiff”) has sued Blue Triton Brands, Inc. (formerly known as Nestle Waters North America, Inc.) (“Defendant”) on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT (Deadline: June 23, 2022)	If you ask to be excluded from the class settlement, you will get no payment from the class settlement, but you will keep any rights to sue Defendant separately for the same legal claims made in this lawsuit. However, you may not request exclusion from the settlement of the PAGA claim. Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: June 23, 2021)	If you do not like the class settlement, you can send a written objection to the Settlement Administrator by the deadline. However, you may not object to the settlement of the PAGA claim. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment.

	Important: If you object to the settlement, you cannot also ask to be excluded.
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THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What Is This Lawsuit About?

In the lawsuit, the Named Plaintiff claims that Defendant committed multiple wage and hour violations, including failing to properly pay all wages by failing to include all non-discretionary remuneration earned into the calculation of the regular rate used to calculate overtime, sick pay, and meal and rest period premium wages. Named Plaintiff further claims that Defendant failed to pay all wages by failing to compensate for all hours worked, including requiring unpaid or off-the-clock work. Named Plaintiff further alleges that Defendant failed to provide duty-free meal and rest periods by, among other things, requiring employees to carry cell phones and/or handheld devices and respond to calls during meal and rest periods. Plaintiff claimed that employees' meal and rest periods were frequently interrupted and shortened as a result of being required to respond to these work calls. As a result of these violations, Named Plaintiff claims that Defendant failed to timely pay all wages during or after employment. Named Plaintiff further claims Defendant failed to issue accurate itemized wage statements.

Defendant denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. Defendant asserts that it complied with all legal requirements, but is resolving this action in order to avoid the costs of further legal proceedings.

3. Why Is This A Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, the Named Plaintiff Jose Pablo Jimenez), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Kern County Superior Court is in charge of the case. The lawsuit is known as *Jose Pablo Jimenez v. Nestle Waters North America, Inc.*, Case No. BCV-20-102561.

4. Why Is There A Settlement?

The Court did not decide in favor of Named Plaintiff or Defendant. Named Plaintiff thinks he could have won at trial. Defendant thinks that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

5. How Do I Know If I Am Part Of The Settlement?

The Court has decided that any current or former non-exempt employee of Defendant who worked in the State of California at any time during the period from May 6, 2016 through January 10, 2022 (the "Class Period"), is a class member. However, please note that the Class and Class Period excludes (a) those Class Members who participated in a prior settlement in *Ortega et al. v. Nestle Waters N. Am., Inc.*, Los Angeles County Superior Court, Case No. BC623610 ("the *Ortega* Settlement") and separated employment on or before May 9, 2018, and (b) any pay periods on or before May 9, 2018 for those in the Class who participated in the *Ortega* Settlement and remained employed after May 9, 2018.

6. What Does The Settlement Provide?

The proposed settlement provides for a payment by Defendant of One Million Six Hundred Thousand Dollars (\$1,600,000.00) to fully and finally resolve all claims in the lawsuit (referred to as the “Maximum Settlement Amount”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the class settlement, will be the value of the Maximum Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement-administration costs not to exceed \$15,000; (b) class-representative service award to Named Plaintiff not to exceed \$10,000.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$560,000; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$20,000.00; and (f) PAGA Payment in the amount of \$50,000.00. **Class Counsel’s attorneys’ fees and costs, and Named Plaintiff’s class-representative service award, remain subject to Court approval.**

By statute, the Labor and Workforce Development Agency will receive seventy-five percent of the PAGA Payment —i.e. the amount of \$37,500.00. Class Members who worked during the period from May 6, 2019 to January 10, 2022 (the “PAGA Period”) will receive a portion of the remaining twenty-five percent of the PAGA Payment (“Net PAGA Penalty”).

No portion of the Net Settlement Amount or Net PAGA Penalty will be returned to Defendant under any circumstances. Instead any unclaimed portions will be sent to the *cy pres* recipient, Legal Aid at Work.

7. How Much Will My Settlement Payment Be?

Based upon Defendant’s records, your estimated settlement payment is «ESA_Before_Paga», less taxes. All Individual Class Settlement Payments shall be allocated as 20% to W-2 wages and 80% to interest and penalties. Applicable payroll taxes will be withheld from the wage portion of your Individual Class Settlement Payment only. However, Defendant is responsible for payment of Defendant’s share of the employer payroll taxes to be paid in connection with the settlement.

Your Individual Class Settlement Payment is based on the number of Qualifying Pay Periods that you worked during the Class Period, as compared to the total number of Qualifying Pay Periods worked by all Class Members during the Class Period. A Qualifying Pay Period means any pay period worked during the Class Period by a Class Member.

Based upon Defendant’s records, the number of Qualifying Pay Periods that your worked is determined to be «Total_Pay_Periods». If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of wage statements with payment for wages, see below (Question 9).

If you were employed by Defendant during the PAGA Period, you are also entitled to a pro rata share of the Net PAGA Penalty based on the number of pay periods you worked during the PAGA Period. Your Individual PAGA Settlement Payment is «PAGA_Amount».

8. How Do I Get A Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within approximately seventy-five days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe The Information Is Inaccurate?

If you believe the number of Qualifying Pay Periods you worked during the Class Period is inaccurate, you may dispute it by sending a letter to P.O. Box 7208, Orange, CA 92863 no later than June 23, 2022. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your

dispute.

10. What Am I Giving Up To Get A Settlement Payment?

Unless you request to be excluded from the class settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims that arise out of the facts alleged by Named Plaintiff in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or “releasing” Defendant from the claims described below:

Any claims for wages, premiums, fringes, liquidated damages, or penalties alleged or that could have been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the operative complaint and any amendments, including all claims for: (1) failure to pay overtime wages, including claims for unpaid time and off-the-clock work; (2) failure to pay minimum wages, including claims for unpaid time and off-the-clock work; (3) failure to provide meal periods and properly calculate the rate of compensation on premiums paid; (4) failure to provide rest periods and properly calculate the rate of compensation on premiums paid; (5) failure to pay or properly calculate sick pay wages; (6) failure to pay wages during employment and upon termination; (7) failure to provide accurate itemized wage statements; and (8) violations of California’s unfair competition law (Business and Professions Code section 17200, et seq.) predicated on the above alleged violations. The Release Class Claims covers claims that accrued during the Class Period [May 6, 2016 through January 10, 2022].

Additionally, if you worked during the period from May 6, 2019 to January 10, 2022, you will be giving up or “releasing” the Released PAGA Claims summarized below:

All claims for penalties under the California Private Attorneys’ General Act, Labor Code section 2698 *et. seq.* alleged or that could have been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the operative complaint and any amendments, including all claims for (1) failure to pay overtime wages, including claims for unpaid time and off-the-clock work; (2) failure to pay minimum wages, including claims for unpaid time and off-the-clock work; (3) failure to provide meal periods and properly calculate the rate of compensation on premiums paid; (4) failure to provide rest periods and properly calculate the rate of compensation on premiums paid; (5) failure to pay or properly calculate sick pay wages (6) failure to pay wages during employment and upon termination; and (7) failure to provide accurate itemized wage statements during the PAGA Period [May 6, 2019 through January 10, 2022].

11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the class settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Jose Pablo Jimenez v. Nestle Waters North America, Inc.* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than June 23, 2022, to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863.

If you submit a timely and valid “opt-out” request, you will no longer be a member of the class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the class claims made in this lawsuit, at your own expense.

You may not opt-out, or request to be excluded, from the settlement of the PAGA claim. Thus, even if you submit a timely and valid “opt-out” request, you will still receive an Individual PAGA Payment and will be deemed to have released the PAGA claims. Your estimated Individual PAGA Payment is shown above.

12. If I Don't Exclude Myself, Can I Sue Defendant Or Get Money From The Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is June 23, 2022.

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class action claims in this matter.

13. How Do I Tell The Court That I Don't Believe That The Settlement Is Fair?

If you are a class member and you do not exclude yourself from the class settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you must do so in writing. Upon the submission of your objection, you may then also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense.

All objections must be signed by you and must include: (1) your full name, signature, address, and telephone number; (2) the case name; (3) a written statement of the basis for your objection; and (4) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than June 23, 2022, to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863.

There is no right to object to the settlement of the PAGA claim. Thus, even if you submit a timely objection to the class settlement, you will still receive an Individual PAGA Payment and will be deemed to have released the PAGA claims. Your estimated Individual PAGA Payment is shown above.

14. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court. **Do not submit both an Objection and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

15. Do I Have A Lawyer In This Case?

The Court decided that the law firm of Diversity Law Group, which represents the Named Plaintiff, is also qualified to represent the class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiff and the class will be paid from the Maximum Settlement Amount. Class Counsel will ask for up to \$560,000 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$20,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class Members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$10,000.00 will be paid from the Maximum Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice Of Hearing On Final Approval And Objections To Class-Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable David R. Lampe on August 15, 2022, at 8:30 a.m., in Department 11 of the Superior Court of California for the County of Kern, located at 1415 Truxtun Avenue, Bakersfield California 93301, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator (800) 523-5773.

19. What Is The Contact Information For The Court and Class Counsel?

The addresses for the Court and Class Counsel are as follows:

COURT	CLASS COUNSEL
Clerk of Court Kern County Superior Court 1415 Truxtun Avenue Bakersfield CA 93301	DIVERSITY LAW GROUP, P.C. Larry W. Lee lwlee@diversitylaw.com Kristen M. Agnew kagnew@diversitylaw.com Nicholas Rosenthal nrosenthal@diversitylaw.com 515 South Figueroa Street Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Jose Pablo Jimenez v. Nestle Waters North America, Inc.
c/o Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863
Toll-Free Phone Number: (800) 523-5773

PLEASE DO NOT TELEPHONE DEFENSE COUNSEL, THE COURT, OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1962
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	1962
Subtotal Admin Only	\$15,214.39

TOTAL COSTS	\$15,000.00
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June 28, 2022

Case: Jimenez v. Nestle Opt-Out Administration

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	3	\$375.00
Toll Free Setup*	\$108.69	1	\$108.69
Call Center & Long Distance	\$1.50	196	\$294.30
NCOA (USPS)	\$200.00	1	\$200.00
Total			\$1,352.99

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.15	1,962	\$294.30
Notice Packet & Opt-Out Form	\$1.25	1,962	\$2,452.50
Estimated Postage (up to 1 oz.)	\$0.72	1,962	\$1,412.64
Total			\$4,534.44

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	3	\$150.00
Skip Tracing Undeliverables	\$0.75	62	\$46.50
Remail Notice Packets	\$1.25	43	\$53.75
Estimated Postage	\$0.72	43	\$30.96
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$331.21

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	2	\$250.00
Case Associate	\$50.00	5	\$250.00
Opt-Outs/Deficiency/Dispute Letters	\$4.00	45	\$180.00
Case Manager	\$125.00	3	\$375.00
Total			\$1,430.00

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	2	\$250.00
Programming Manager	\$95.00	3	\$285.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$0.95	1,962	\$1,863.90
Estimated Postage Checks, W2 and 1099	\$0.55	1,962	\$1,079.10
Total			\$4,278.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.25	179	\$223.75
Case Associate	\$50.00	3	\$150.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$115.00	3	\$345.00
Case Manager Conclusion	\$80.00	2	\$160.00
Final Reporting & Declarations	\$115.00	2	\$230.00
Uncashed Check Notice Postcard (Postage Included)	\$1.00	134	\$134.00
Uncashed Check QSF Tax Filing	\$100.00	3	\$300.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$3,287.75

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

Total: \$15,214.39