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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JOSE CABALO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

JONES LANG LASALLE AMERICAS,
INC., a Maryland corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 37-2020-00044322-CU-OE-CTL

(Assigned to the Hon. Ronald F. Frazier, Dept. C-
65)

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

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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 *Jose Cabalo v. Jones Lang LaSalle Americas, Inc.* (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 Class Action Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action and PAGA Settlement and Release* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from December 4, 2020 to January 27, 2022 (“Class Period”) and the number of workweeks that each Aggrieved Employee worked during the time period from December 4, 2020 to January 27, 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 Workweeks 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 6, 2022, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained one thousand thirty-one (1,031) individuals identified as Class Members.

1 4. On October 11, 2022, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On October 28, 2022, Phoenix mailed the Notice via U.S. first class mail to all one
6 thousand thirty-one (1,031) Class Members on the Class List. A true and correct copy of the mailed
7 Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, sixteen (16) Notices have been returned to Phoenix.
9 None were returned with a forwarding address. For the sixteen (16) Notices returned from the Post
10 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
11 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
12 Of the sixteen (16) Notices that were skip traced, thirteen (13) updated addresses were obtained and
13 the Notice was promptly re-mailed to those Class Members via first class mail.

14 7. As of the date of this declaration, five (5) Notices remain undeliverable, specifically,
15 three (3) are undeliverable since an updated address could not be obtained via skip trace, while two
16 (2) are undeliverable since they were returned by the Post Office after a second mailing.

17 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
18 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
19 January 26, 2023.

20 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
21 from Class Members. The deadline for objecting to the Class Settlement was January 26, 2023.

22 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
23 from Class Members. The deadline for submitting a dispute was January 26, 2023.

24 11. There are one thousand thirty-one (1,031) Class Members who did not submit timely
25 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
26 100% of the Class. Settlement Class Members have worked a collective total of forty-nine thousand
27 four hundred fifty-two (49,452) Workweeks during the Class Period. Each Workweek is valued at
28 approximately \$10.26.

1 12. The Escalator Clause of the Settlement Agreement indicates if the actual Class Size
2 exceeds one thousand fifty (1,050) individuals by more than five percent (5%) (i.e. more than one
3 thousand one hundred three (1,103)), the Maximum Settlement Amount shall be increased by the
4 difference that the number of Class Members exceeds that amount. Since the total number of Class
5 Members did not exceed that amount, the Escalator Clause was not triggered.

6 13. The Net Settlement Amount of \$507,564.58 available to pay Settlement Class
7 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$316,666.67),
8 and Class Counsel costs (\$10,318.75), requested Enhancement Payment to Plaintiff Jose Cabalo
9 (\$10,000.00), the PAGA Amount (\$100,000.00), and the requested Settlement Administration Costs
10 (\$5,450.00) from the Gross Settlement Amount (\$950,000.00).

11 14. Based upon the calculations stipulated in the Settlement, the highest Individual
12 Settlement Share to be paid is approximately \$615.83, the lowest Individual Settlement Share to be
13 paid is approximately \$10.26, while the average Individual Settlement Share to be paid is
14 approximately \$492.30. Settlement Class Members will be issued payment of their Individual
15 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
16 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
17 Settlement Payment").

18 15. Additionally, \$100,000.00 of the Gross Settlement Amount has been allocated
19 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
20 \$75,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
21 or \$25,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
22 are or were employed by Defendant during the PAGA Period. The highest Individual PAGA
23 Payment to be paid is approximately \$30.33, and the average Individual PAGA Payment to be paid
24 is approximately \$24.25.

25 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
26 addition to the Gross Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are \$5,450.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 17th day of February 2023, at Orange, California.


TAYLOR MITZNER

Exhibit A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Jose Cabalo v. Jones Lang LaSalle Americas, Inc.
Superior Court of California – San Diego County
Case No. 37-2020-00044322-CU-OE-CTL

IF YOU WERE EMPLOYED BY JONES LANG LASALLE AMERICAS, INC. (“JONES LANG” OR “DEFENDANT”) IN CALIFORNIA AS A NON-EXEMPT, HOURLY-PAID EMPLOYEE AND RECEIVED DIFFERENTIAL SHIFT PAY IN THE SAME WORKWEEK AS OVERTIME OR PERSONAL SICK TIME, YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT

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

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

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
OPTION #1: DO NOTHING	You will receive a payment from the Settlement and be bound by its release. No action is required for you to receive a share of this Settlement.
OPTION #2: EXCLUDE YOURSELF	<u>You will not receive a share of the Settlement.</u> ¹ This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement.
OPTION #3: OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement. You cannot object if you exclude yourself from the Settlement.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice? Page 2
2. What Is the Class Action Settlement?..... Page 2
3. What Is the Case About?.....Page 2
4. How Much Can I Expect to Receive? Page 3
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6. Who Are the Plaintiffs in This Class Action?..... Page 4
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8. What Are My Rights? How Will My Rights Be Affected?Page 4
9. How Will the Attorneys for the Class Be Paid?Page 6

¹ Regardless of whether you exclude yourself from the Settlement, you will still receive an Individual PAGA Payment and be bound by the release of PAGA Released Claims under the Settlement.

1. Why Should You Read This Notice?

You have received this Notice because Jones Lang's records indicate that you work, or used to work, for Jones Lang as an hourly-paid, non-exempt employee and received differential shift pay and, in that same workweek, either worked overtime (including double time) and/or used personal (sick) time. You are receiving this notice because you may be a member of a class on whose behalf a lawsuit has been brought and settled. The lawsuit is known as *Jose Cabalo v. Jones Lang LaSalle Americas, Inc.*, San Diego County Superior Court, Case No. 37-2020-00044322-CU-OE-CTL (the "Action").

Plaintiff Jose Cabalo ("Plaintiff") and Jones Lang (together with Plaintiff, the "Parties") reached a settlement ("Settlement"). The settlement class is comprised of all current and former hourly-paid, non-exempt persons employed by Defendant in the State of California who received differential shift pay and, in that same workweek, either worked overtime (including double time) and/or used personal (sick) time, at any time during the Class Period (defined as December 4, 2020 through January 27, 2022).

This Notice tells you of your rights to share in the Settlement. There was a Preliminary Approval hearing on September 2, 2022, at 8:30 a.m., in the San Diego County Superior Court. Judge Ronald F. Frazier determined that there is sufficient evidence to suggest the Settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Ronald F. Frazier also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on March 17, 2023, at 8:30 a.m. in Department C-65, of the San Diego County Superior Court located at 330 West Broadway, San Diego, CA 92101. The Final Approval Hearing may be continued to another date without further notice.

2. What is the Class Action Settlement?

The Settlement will affect all members of the class and members of the representative PAGA group. You may get money from the Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. What Is the Case About?

The Action alleges the Class Members were not fully paid all overtime and/or double time wages due to them (including overtime, double time, and minimum wages); were not paid all sick wages at the appropriate rate of pay; were not timely paid all such wages due during and upon separation of employment; and were not provided legally-compliant wage statements. The Action further alleges these actions constituted unfair and unlawful business practices under California law. Among other things, the Action seeks penalties under California's Private Attorneys General Act ("PAGA") set forth in California Labor Code §§ 2698 *et seq.*

The Action was filed by Plaintiff Jose Cabalo ("Plaintiff"). He asserts the above claims in his individual capacity, as a class representative, and as a representative under PAGA.

Jones Lang denies the allegations raised in the Action and believes it has no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, common law, or equitable theory.

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

4. How Much Can I Expect to Receive?

Defendant will pay a total sum of Nine Hundred Fifty Thousand Dollars and Zero Cents (\$950,000.00) (“Maximum Settlement Amount”). This amount is all-inclusive meaning it will pay, without limitation, all settlement payments to Class Members (“Net Settlement Amount”); Class Counsel’s fees and costs; costs of administering the Settlement; the Class Representative Service Award; and penalty payments under PAGA (including those to the State and to PAGA Members), except Jones Lang will pay its employer-side payroll taxes separately.

Individual Class Payment: Each Class Member who does not exclude himself or herself from the Settlement (“Participating Class Member”) will receive a prorated portion (“Individual Class Payment”) of the Net Settlement Amount based on the number of weeks actually worked for Jones Lang during the Class Period, taking into account leaves of absence and gaps in employment (“Workweeks”).

The Settlement Administrator will calculate each Individual Class Payment by dividing the Net Settlement Amount by the combined total number of Workweeks for the Class, to arrive at the Workweek Value. The Workweek Value will then be multiplied by the number of Workweeks worked by the Class Member during the Class Period, to arrive at the Individual Class Payment for that Class Member.

You will receive approximately the following payment based on your workweeks worked during the Class Period:

Defendant’s records indicate you worked approximately <<Total Weeks>> workweeks between December 4, 2020, through January 27, 2022 (“Class Period”). Based on these records, your estimated payment as a Participating Class Member would be \$<<ESA Before Paga>>, minus deductions and withholdings. You will only receive this amount if you do not exclude yourself from or opt out of the Settlement.

Individual PAGA Payments: All Class Members who worked for Jones Lang in California at any time from December 4, 2020 to January 27, 2022 (“PAGA Member”) are also entitled to receive a prorated portion of the PAGA Payment, regardless of whether they opt out of the Settlement.

The total PAGA Payment is One Hundred Thousand Dollars and Zero Cents (\$100,000.00). Under California law, 75% of this amount must be paid to the California Labor and Workforce Development Agency. The remaining 25% (\$25,000.000) will be used for Individual PAGA Payments to PAGA Members that will be calculated by dividing the amount by the total number of Workweeks worked by the PAGA Members between December 4, 2020 to January 27, 2022 (“PAGA Period”), to arrive at the PAGA Workweek Value, and then multiplying the PAGA Workweek Value by the number of Workweeks worked by each PAGA Member during the PAGA Period.

Defendant’s records indicate you worked approximately <<Total Weeks>> workweeks between December 4, 2020, through January 27, 2022. Based on these records, your estimated payment as a PAGA Member would be \$<<PAGA Amount>>.

The Settlement Administrator may, in its discretion, send you the Individual Class Payment and Individual PAGA Payment by way of a single check that combines both payments.

Your check(s) will be valid for 180 calendar days, after which time it will automatically be cancelled. Therefore, it is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. Why Did the Defendant Join in This Notice?

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

6. Who Are the Plaintiffs in This Class Action?

Jose Cabalo is the Plaintiff, Class Representative, and PAGA Representative in the Action. He is acting on behalf of himself and on behalf of other members of the class and the State of California.

7. Who Are the Attorneys Representing the Parties?

Class Counsel

Larry W. Lee, Esq.
Mai Tulyathan, Esq.
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Los Angeles, CA 90071
Tel. : (213) 488-6555 / Fax : (213) 488-6554
Email : lwlee@diversitylaw.com
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Hollister, CA 95023
Tel. :(831) 531-4214/Fax (831) 634-0333

Defense Counsel

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Marlene M. Moffitt, Esq.
OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
4370 La Jolla Village Drive, Suite 990
San Diego, CA 92122
Tel: (858) 652-3110/ Fax: (858) 652-3101
Email: marlene.moffitt@ogletree.com

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

Class Counsel, appointed and approved by the Court for Settlement only, will represent you. You have three options:

OPTION #1: Participate in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below under Option #2.

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

If you believe the workweek information shown above in Section 4 is incorrect, you must submit a written workweek dispute stating why you believe the listed workweeks are not correct. The workweek dispute must be in writing, signed by you, and contain your full name, address, telephone number, the last four digits of your Social Security Number, and the number of workweeks you contend is correct, and must be mailed or faxed to the Settlement Administrator (whose address and fax number is listed below) and must be faxed or postmarked no later than **January 26, 2023**. You should submit to the Settlement Administrator documentation to support the number of workweeks you believe is correct. The Settlement Administrator will review the records and resolve any dispute.

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

OPTION #2: Opt Out of the Settlement

If you wish to be excluded from the Settlement, you must submit a written statement (“Opt Out”) indicating you desire to be excluded or otherwise opt out of the Settlement. Your Opt Out must be in writing, clearly state that you do not wish to be included in the Settlement, be signed by you, and contain your full name, address, telephone number, and the last four digits of your Social Security Number. You must submit your completed, signed Opt Out to the Settlement Administrator via fax or by mail at the address/fax number below. To be considered timely, your Opt-Out must be faxed or postmarked no later than **January 26, 2023**. Late Opt-Outs will not be considered.

If you timely fax or mail a complete and valid Opt-Out, you will no longer be a member of the class and you will not be eligible to object to the Settlement or receive an Individual Class Payment. You also will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Defendant; however, individuals who qualify as PAGA Members will still receive an Individual PAGA Payment and be bound by the PAGA Release.

OPTION #3: Object to the Settlement

If you wish to Object to the Settlement, you must submit a written Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, the last four digits of your Social Security number, a written statement of all grounds for the objection accompanied by any legal support for such objection, and copies of any papers, briefs, or other documents upon which the objection is based. The Objection must be mailed or faxed to the Settlement Administrator (whose address/fax number is listed below) and must be faxed or postmarked no later than **January 26, 2023**. Late Objections will not be considered.

You may also, if you wish, appear at the Final Approval Hearing set for March 17, 2023 at 8:30 a.m. in Department C-65 of the San Diego County Superior Court – Hall of Justice and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

EFFECT OF THE SETTLEMENT ON YOUR RIGHTS

Upon final approval of the Settlement by the Court, all Participating Class Members will be deemed to have released the Released Parties from all Released Claims and PAGA Released Claims, as defined below. Regardless of whether an individual opts out of the Settlement, all PAGA Members will be deemed to have released the Released Parties from all PAGA Released Claims.

“Released Parties” means Jones Lang and all its present and former owners, parent entities, sister entities, subsidiaries, brands, concepts, investors, beneficiaries, representatives, divisions, related or affiliated entities, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims.

“Released Claims” means any and all claims for wages, damages, unpaid costs, penalties, liquidated damages, benefits, fringes, interest, attorney fees, litigation costs, restitution, or equitable relief, against any of the Released Parties, that were pled or could have been pled in PAGA Notice or the Action, based on the factual allegations, circumstances, and primary rights set forth therein, that arose during the Class Period, including without limitation all claims under the California Labor Code, Industrial Welfare Commission Wage Orders and applicable law for: failure to pay wages (including overtime and double time wages and minimum wages); failure to pay at the appropriate rate of pay including for overtime, double time, and sick leave; failure to pay wages timely during and upon separation of employment; failure to provide legally-compliant wage statements; unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*; and all claims for penalties under PAGA based on the afore-referenced claims during the PAGA Period.

“PAGA Notice” means the November 2, 2020 letter that Plaintiff sent to the California Labor Workforce Development Agency (“LWDA”) pursuant to Labor Code §2699.3(a)/(c) seeking to exhaust his administrative remedies under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §§2698, *et seq.*

“PAGA Released Claims” means any and all Released Claims that arise under PAGA.

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

The attorneys for the Class Representatives and the Settlement Class will be paid from the gross settlement. The attorneys are seeking a fee of Three Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$316,666.67) as well as reimbursement of their costs of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00). Plaintiff is seeking a Service Award of Ten Thousand Dollars and Zero Cents (\$10,000.00) from the Settlement for his service as Class Representative. Likewise, the Parties agree that One Hundred Thousand Dollars and Zero Cents (\$100,000.00) shall be allocated to settle PAGA claims, with Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) to be paid to the LWDA, and the remaining Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to be paid to PAGA Members on a prorated basis. The Settlement Administrator estimates that the cost of administration will not exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). All of these amounts are to be deducted from the Maximum Settlement Amount, with the remainder available for distribution to Class Members who do not Opt-Out.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call the Settlement Administrator at the telephone number listed below, toll free.

**Jones Lang LaSalle Americas, Inc. Settlement Administrator
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503**

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

By Order of the San Diego County Superior Court, the Honorable Ronald F. Frazier.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1031
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	1031
Subtotal Admin Only	\$5,765.47

INVOICE	\$5,450.00
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February 16, 2023

Case: Cabalo v. Jones Lang Lasalle Opt-Out Administration

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	1	\$100.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$67.29	1	\$67.29
Call Center & Long Distance	\$1.50	103	\$154.65
NCOA (USPS)	\$50.00	1	\$50.00
Total			\$471.94

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$50.00	2	\$100.00
Data Merge & Duplication Scrub	\$0.05	1,031	\$51.55
Notice Packet & Opt-Out Form	\$0.50	1,031	\$515.50
Postage	\$0.56	1,031	\$577.36
Total			\$1,244.41

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	1	\$50.00
Skip Tracing Undeliverables	\$0.50	103	\$51.55
Remail Notice Packets	\$0.50	103	\$51.55
Estimated Postage	\$0.56	103	\$57.74
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$260.84

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Non Opt-Out Processing	\$100.00	2	\$200.00
Case Associate	\$50.00	2	\$100.00
Opt-Outs/Deficiency/Dispute Letters	\$4.00	26	\$103.10
Case Manager	\$100.00	2	\$200.00
Total			\$803.10

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	1	\$100.00
Disbursement Review	\$100.00	1	\$100.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$25.00	3	\$75.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$0.50	1,031	\$515.50
Estimated Postage Checks, W2 and 1099	\$0.56	1,031	\$577.36
Total			\$1,662.86

* 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	1	\$100.00
Remail Undeliverable Checks (Postage Included)	\$0.75	103	\$77.33
Case Associate	\$50.00	1	\$50.00
Reconcile Uncashed Checks	\$85.00	1	\$85.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$80.00	1	\$80.00
Final Reporting & Declarations	\$110.00	3	\$330.00
IRS Annual Tax Reporting * (State Tax Reporting Included)	\$500.00	1	\$500.00
Total			\$1,322.33

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

TOTAL: \$5,765.47