

Larry W. Lee (State Bar No. 228175)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER LAW GROUP
333 University Ave, Suite 200
Sacramento, California 95825
Telephone: (916) 588-0683

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JAMIE ELLSWORTH, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LECLAIR FITNESS II, LLC, a California
limited liability company; LECLAIR
FITNESS III, LLC, a California limited
liability company; LECLAIR FITNESS IV,
LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 34-2021-00295114-CU-OE-GDS

**DECLARATION OF TAYLOR MITZNER
ON BEHALF OF SETTLEMENT
ADMINISTRATOR WITH RESPECT TO
SETTLEMENT NOTICE
ADMINISTRATION**

Date: September 20, 2022

Time: 9:00 a.m.

Dept.: 54

Reservation #: 2658341

Complaint Filed: February 23, 2021

FAC Filed: May 6, 2022

Trial Date: None

- 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

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the appointed Class Action Settlement Administrator in the matter of *Jaime Ellsworth v. Fitness II, LLC et. al.* I have personal knowledge of the facts stated herein and, if called 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 to perform the Class Administration duties in this Action. Pursuant to the Joint Stipulation of Class Action Settlement and Release (the “Settlement Agreement” or “Settlement”), Phoenix was responsible for (i) preparing, printing, and mailing the Notice of Class Action Settlement (the “Class Notice”); (ii) responding to inquiries from Class Members; (iii) determining the validity of opt-outs; (iv) calculating the Net Settlement Amount and the individual Settlement Payments to Class Members; (v) issuing the Individual Settlement Payments and distributing them to Settlement Class Members; (vi) issuing the payment to Class Counsel for attorneys’ fees and litigation costs, the Class Representative’s Enhancement Payment, and the employer/employee payroll taxes to the appropriate taxing authorities; and (vii) performing other tasks as set forth in the Agreement or as the Parties mutually agree or as the Court may direct.

3. On May 16, 2022, Phoenix received a data file from Defense Counsel that contained each Class Member's name, last known mailing address, number of pay periods he or she worked during the period of February 23, 2017 through November 28, 2021 (the "Class Period"), and the number of pay periods he or she worked during the period of January 26, 2017 through November 28, 2021 (the "PAGA Period"). Defense Counsel provided Phoenix a supplemental data file on June 8, 2022, that contained each Class Member's Social Security Number. The final mailing list contained one hundred fifty-five (155) Class Members representing four thousand thirteen (4,013) pay periods during the Class Period.

4. On May 20, 2022, Phoenix conducted a National Change of Address (“NCOA”) in an attempt to update the class list of addresses as accurately as possible. A search of

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

3 5. On July 12, 2022, Phoenix mailed the Class Notice via U.S. first class mail to all
4 one hundred fifty-five (155) Class Members on the Class List. A true and correct copy of the
5 mailed Class Notice is attached hereto as Exhibit A.

6 6. As of the date of this declaration, five (5) Class Notices have been returned to
7 Phoenix. Zero (0) were returned with a forwarding address. Phoenix attempted to locate a current
8 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
9 available for skip tracing. Of the five (5) Class Notices that were skip traced, five (5) updated
10 addresses were obtained and the Class Notice was promptly re-mailed to those Class Members
11 via first class mail.

12 7. As of the date of this declaration, zero (0) Class Notices are considered
13 undeliverable.

14 8. Phoenix has received two (2) Requests for Exclusion. The Requests for
15 Exclusion were submitted by Dana Peel and Joe Delmonaco. The deadline to request exclusion
16 was August 26, 2022.

17 9. Phoenix has received zero (0) Objections to the Settlement. The Objection
18 deadline was August 26, 2022.

19 10. Phoenix has received one (1) Dispute from a Class Member. Upon review of
20 Defendant's records, Defense Counsel confirmed the Class Member was entitled to additional
21 Pay Periods worked during the Class Period, and Phoenix updated the Class Member's Pay
22 Periods accordingly.

23 11. There are one hundred fifty-three (153) Class Members, representing
24 approximately 98.71% of the Class, who, having not requested exclusion, are deemed Settlement
25 Class Members.

26 12. The Net Settlement Amount of \$78,383.11 available to pay Settlement Class
27 Members was determined by subtracting the requested Class Counsel attorneys' fees
28 (\$62,552.35), requested Class Counsel costs (\$11,535.55), requested Enhancement Payment to

1 Plaintiff (\$10,000.00), total amount allocated to PAGA Penalties (\$10,000.00), and the requested
2 Settlement Administrator costs (\$6,250.00) from the Gross Settlement Amount (\$178,721.01).

3 13. Based upon the calculations stipulated in the Settlement and taking into account
4 the two (2) Requests for Exclusion received, the highest Individual Settlement Payment to be
5 paid is approximately \$2,046.87, the lowest Individual Settlement Payment to be paid is
6 approximately \$40.13, while the average Individual Settlement Payment to be paid is
7 approximately \$512.31. All Individual Settlement Payments are subject to any and all legally
8 mandated reductions and deductions on the twenty percent (20%) portion thereof considered
9 wages.

10 14. Additionally, \$10,000.00 of the Gross Settlement Amount has been designated as
11 the Private Attorneys General Act allocation ("PAGA Payment"), of which 75%, or \$7,500.00,
12 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or
13 \$2,500.00, of which shall be paid to the Class members who worked during the PAGA Period.
14 There are ninety-one (91) Class Members who worked during the PAGA Period. The average
15 payment to these individuals is \$27.47 ("Individual PAGA Payment").

16 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
17 due separately and apart from the Gross Settlement Amount. As of this date, and utilizing the
18 maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$2,265.27.

19 16. Phoenix's costs associated with the administration of this matter are \$6,250.00.
20 This includes all costs incurred to date, as well as estimated costs involved in completing the
21 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
22 Exhibit B.

23 Executed on this 26th day of August 2022, at Anaheim, California.

24
25 
26 TAYLOR MITZNER
27
28

Exhibit A

Jamie Ellsworth v. LeClair Fitness II, LLC, et al.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO
(CASE NO. 34-2021-00295114-CU-OE-GDS)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER NON-EXEMPT OR HOURLY EMPLOYEE WHO WORKED FOR LECLAIR FITNESS II, LLC, LECLAIR FITNESS III, LLC AND/OR LECLAIR FITNESS IV, LLC (“DEFENDANTS”) IN THE STATE OF CALIFORNIA AT ANY TIME BETWEEN FEBRUARY 23, 2017, THROUGH NOVEMBER 28, 2021 (“CLASS”), YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.

The Sacramento 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.

PLEASE KEEP THE SETTLEMENT ADMINISTRATOR INFORMED OF YOUR ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE.

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

**YOU ARE ESTIMATED TO RECEIVE
 APPROXIMATELY «Est_Set_Amt»
 THROUGH THIS CLASS ACTION
 SETTLEMENT**

- A former employee, Jamie Ellsworth (“Named Plaintiff”), has sued Defendants on behalf of herself 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 Defendants 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. Defendants have approved this Settlement and will not retaliate against you for participating in the Settlement.
You Can ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT (Deadline: August 26, 2022)	If you ask to be excluded from the class settlement, you will get no payment from the class settlement amount, but you will keep any rights to sue Defendants 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 and still get a settlement payment.
You Can OBJECT TO THE SETTLEMENT	If you do not like the class settlement, you can send a written objection to the Settlement Administrator by the deadline, or you can appear at the Final Approval Hearing to make your objection in person. 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.

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 asserted class-wide claims for: (1) violation of Labor Code sections 226.2 1194, 1197 and 1197.1 (failure to pay minimum and overtime wages); (2) violation of Labor Code sections 510, 558, and 1194 (failure to pay overtime at the correct regular rate of pay); (3) violation of Labor Code sections 226.2 and 226.7 (failure to provide paid rest periods); (4) violation of Labor Code sections 201 to 203 (failure to pay wages at termination); (5) violation of Labor Code section 2802 (failure to reimburse employees); (6) violation of Labor Code section 226 (unlawful wage statements); and (7) violation of Business and Professions Code section 17200 *et. seq.* The Named Plaintiff also asserted a representative Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) claim predicated on Defendants’ alleged violations of the Labor Code.

The Named Plaintiff alleged that Defendants paid employees on a piece-rate/commission basis, which resulted in employees being unpaid for time spent completing nonproductive tasks and time spent working outside of shift hours. Moreover, Plaintiff alleged employees compensated on a piece-rate/commission basis did not receive duty-free and paid rest periods. The Named Plaintiff also alleged that non-discretionary pay was not taken into account for the purposes of paying overtime and sick pay, when such wages were earned during the same workweek. Finally, the Named Plaintiff alleged that employees were required to use their personal cell phones for work purposes but were not reimbursed for the costs of such use.

Defendants deny the allegations in the lawsuit. Defendants assert compliance with all legal requirements and are resolving this action in order to avoid the risk and 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, Jamie Ellsworth), 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 Sacramento County Superior Court is in charge of the case. The lawsuit is known as *Jamie Ellsworth v. LeClair Fitness II, LLC, et al.*, Case No. 34-2021-00295114-CU-OE-GDS.

4. Why is there a Settlement?

The Court did not decide in favor of Named Plaintiff or Defendants. Named Plaintiff thinks she could have won at trial. Defendants think that they would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the risks and 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 all current and former non-exempt or hourly employees that worked for Defendants in California at any time from February 23, 2017, through November 28, 2021 (“Class Period”), are Class Members.

6. What Does the Settlement Provide?

The proposed settlement provides for a cash payment by Defendants of \$175,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to Class Members who can be located and who do not exclude themselves from the settlement will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement administration costs not to exceed \$6,250.00; (b) class representative enhancement payment to Named Plaintiff not to exceed \$10,000.00 for her work and efforts in prosecuting this case, providing a general release, 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 \$61,250.00; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$15,000.00; and (f) PAGA Payment of \$10,000 for alleged civil penalties owed pursuant to the California Private Attorneys’ General Act. **Class Counsel’s attorneys’ fees and costs and Named Plaintiff’s class representative service enhancement payment 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 \$7,500. Class Members who worked during the period from January 26, 2020, through November 28, 2021 (the “PAGA Period”) will receive a portion of the remaining twenty-five percent of the PAGA Payment (“Net PAGA Penalties”). No portion of the Net Settlement Amount will be returned to Defendant under any circumstances. Instead, any unclaimed portions will be transferred to the California Secretary of State Controller’s Office—Office of Unclaimed Property Fund under the unclaimed property laws in the name of the Class Member.

7. How Much Will My Payment Be?

Your estimated share of the class settlement is «ESA_Before_Paga» and is based on the number of pay periods you worked for Defendants during the Class Period, as compared to the total number of pay periods worked by all Class Members during the corresponding period. Based upon Defendants’ records, the number of pay periods you worked during the Class Period is determined to be «Total_Pay_Periods».

Your estimated share of the Net PAGA Penalties is «PAGA_Amount» (“Individual PAGA Payment”) and is based on the number of pay periods you worked for Defendants during the PAGA Period, as compared to the total number of pay periods worked by all Class Members during the corresponding period. Based upon Defendants’ records, the number of pay periods you worked during the PAGA Period is determined to be «PAGA_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 pay periods identified, see below (Question 9).

8. How Do I Get a Payment?

To qualify for payment, you need not do anything. Following the Effective Date of final approval of the settlement, Defendants will submit the Gross Settlement Amount to the Settlement Administrator. The Settlement Administrator will mail you a check after Defendants submit payment of the Gross Settlement Amount to the Settlement Administrator.

9. What If I Believe the Information is Inaccurate?

If you believe the number of pay periods that you worked for Defendants during the Class Period and/or PAGA Period is inaccurate, you may dispute it by sending a letter to Phoenix Class Action Administration Solutions, P.O. Box 7208, Orange, CA 92863 no later than **August 26, 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 settlement, you remain a Class Member, and part of the Settlement Class. If you are a member of the Settlement Class, that means you will be giving up or “releasing” Defendants and the Released Parties from the following:

All claims that were and could have been pled in the Complaint based on facts and allegations made therein for violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.7, 246, 510, 558, 1194, 1197, 1197.1 and 2802, that accrued during the period of February 23, 2017, through November 28, 2021 [Class Period].

Additionally, if you worked during the PAGA Period, you will be giving up or “releasing” Defendants and the Released Parties from the following:

All claims that were and could have been pled in the Complaint based on facts and allegations made therein for penalties under the California Private Attorneys’ General Act predicated on the violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.7, 246, 510, 558, 1194, 1197, 1197.1 and 2802, that accrued during the period of January 26, 2020, through November 28, 2021 [PAGA Period].

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 *Jamie Ellsworth v. LeClair Fitness II, LLC, et al.* 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 **August 26, 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 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) Defendants in the future for the same class claims made in this lawsuit, at your own expense.

If you worked during the PAGA Period, 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.

12. If I Don’t Exclude Myself, Can I Sue Defendants or Get Money from the Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendants for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendants, 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 **August 26, 2022**.

Again, if you exclude yourself from this settlement, you cannot get money from this settlement.

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 class settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the class 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 can do so in writing. All objections must be signed by you and must include: (1) your full name and current address, and contact information for any attorney representing you for the purposes of your objection; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your written objection postmarked no later than **August 26, 2022**, to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863. If you do not submit a written objection, you may still object by appearing at the Final Approval Hearing, which is set for September 20, 2022, and stating your objection in person, provided that you did not exclude yourself from the Settlement. If you do not follow these procedures, you will be deemed not to have objected.

There is no right to object to the settlement of the PAGA claim.

14. What is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don’t like something about the class 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.

15. Do I Have a Lawyer in this Case?

In connection with the Preliminary Approval of the Settlement, the Court decided that the law firms of Diversity Law Group and Webber Law Group, which represent the Named Plaintiff, are also qualified to represent you and all 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 Gross Settlement Amount. Class Counsel will ask the Court to approve up to \$61,250.00 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$15,000.00, 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 Gross Settlement Amount for her work and efforts in prosecuting this case, providing a general release, 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 Christopher E. Krueger on September 20, 2022, at 9:00 a.m., in Department 54 of the Superior Court of California for the County of Sacramento, located at 813 6th Street, Sacramento, California 95814, 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. You may also be able to attend the final approval via Zoom or other remote means.

Once final approval is granted by the Court, the Court will enter judgment against Defendants, and all Class Members who have not requested exclusion from the class 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 Class Counsel.

19. What is the Contact Information for the Court, Class Counsel, and Defendants' Counsel?

The contact information for Class Counsel are below:

DIVERSITY LAW GROUP, P.C. Larry W. Lee Kristen M. Agnew Nicholas Rosenthal 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Telephone: (213) 488-6555	WEBBER LAW GROUP Kelsey A. Webber Shaelyn A. Stewart 333 University Ave., Suite 200 Sacramento, CA 95825 Telephone: (916) 588-0683
---	---

WHAT IF I HAVE QUESTIONS?

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

Jamie Ellsworth v. LeClair Fitness II, LLC, et al.
c/o Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

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

PLEASE DO NOT CONTACT DEFENDANTS, THEIR MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Class Members	155
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	153
Subtotal Admin Only	\$6,310.62

INVOICE	\$6,250.00
----------------	-------------------

August 23, 2022

Case: Ellsworth v. LeClair Fitness 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	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$100.95	1	\$100.95
Call Center & Long Distance	\$1.25	16	\$19.38
NCOA (USPS)	155	0.25	\$38.75
Total			\$659.08

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$150.00	2	\$300.00
Data Merge & Duplication Scrub	\$0.15	155	\$23.25
Notice Packet & Opt-Out Form	\$1.50	155	\$232.50
Estimated Postage (up to 2 oz.)*	\$0.70	155	\$108.50
Static Website	\$200.00	1	\$200.00
Total			\$864.25

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	\$1.00	31	\$31.00
Remail Notice Packets	\$1.50	31	\$46.50
Estimated Postage	\$0.70	31	\$21.70
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$399.20

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	\$175.00	1	\$175.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$8.50	4	\$32.94
Case Manager	\$85.00	4	\$340.00

Total \$1,087.94

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	\$100.00	2	\$200.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN 3 Yrs	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks and 1099 *	\$1.50	153	\$230.18
Estimated Postage Checks and 1099	\$0.56	153	\$85.93
Total			\$1,381.11

* 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	2	\$250.00
Remail Undeliverable Checks (Postage Included)	\$1.50	31	\$46.04
Case Associate	\$50.00	1	\$50.00
Reconcile Uncashed Checks	\$75.00	1	\$75.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$75.00	2	\$150.00
Final Reporting & Declarations	\$125.00	1	\$125.00
Uncashed Check Notice Postcard (Postage Included)	\$1.00	23	\$23.02
Uncashed Check QSF Tax Filing	\$100.00	3	\$300.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$650.00	1	\$650.00
Total			\$1,919.05

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

Total: \$6,310.62