

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
ktulyathan@diversitylaw.com

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
1610 R Street, Suite 300
Sacramento, California 95811
Telephone: (916) 588-0683

Attorneys for Plaintiff, the Class, and Aggrieved Employees

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

JAMES JONES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TFC PARTNERS, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: RG21087839

(Assigned to the Honorable Brad Seligman, Dept.
23)

**DECLARATION OF KEVIN LEE
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: September 12, 2023

Time: 3:00 P.M.

Dept.: 23

RES. ID: Per 5/16/23 Minute Order

Complaint Filed: February 4, 2021

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I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Jones v. TFC Partners, 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 Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for:

- (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* (“Notice”);
- (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from August 10, 2016 to August 31, 2022 (“Class Period” and “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 Payments 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 Named Plaintiff Award, 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. One June 7, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and pay periods for each Class Member (“Class List”) during the Class Period. The final mailing list contained seven hundred two (702) individuals identified as Class Members.

1 4. On June 8, 2023, 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 June 8, 2023, Phoenix mailed the Notice via U.S. first class mail, in English and
6 Spanish, to all seven hundred two (702) Class Members on the Class List. A true and correct copy
7 of the mailed Notice is attached hereto as **Exhibit A**.

8 6. On June 15, 2023, Phoenix received a revised dataset from defendant, which
9 provided revised pay period counts for sixty-eight (68) Class Members. The settlement
10 calculations were updated accordingly. Based on the revised dataset, there were twelve thousand
11 three hundred twenty-eight (12,328) pay periods worked during the Class and PAGA periods.
12 Further, there were four (4) Class Members who were identified as having worked zero (0) pay
13 periods.
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15 7. As of the date of this declaration, nineteen (19) Notices have been returned to
16 Phoenix. None were returned with a forwarding address. For the nineteen (19) Notices returned
17 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
18 address using TransUnion TLOxp, one of the most comprehensive address databases available for
19 skip tracing. Of the nineteen (19) Notices that were skip traced, nineteen (19) updated addresses
20 were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

21 8. As of the date of this declaration, zero (0) Notices are considered undeliverable.

22 9. As of the date of this declaration, Phoenix has received zero (0) Requests for
23 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
24 July 24, 2023.

25 10. As of the date of this declaration, Phoenix has received zero (0) Notices of
26 Objection from Class Members. The deadline for objecting to the Class Settlement was July 24,
27 2023.
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1 11. As of the date of this declaration, Phoenix has received zero (0) disputes as to the
2 pay period count from Class Members. The deadline for submitting a dispute was July 24, 2023.

3 12. There are seven hundred two (702) Class Members who did not submit timely and
4 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
5 100% of the Class, of which six hundred ninety-eight (698) are eligible to receive Individual Class
6 and Individual PAGA Payments. Settlement Class Members have worked a collective total of
7 twelve thousand three hundred twenty-eight (12,328) pay periods during the Class Period. Each
8 pay period is valued at approximately \$34.63.

9 13. The Net Settlement Amount of \$426,866.66 available to pay Settlement Class
10 Members was determined by subtracting the requested Class Counsel attorneys' fees
11 (\$250,000.00), and Class Counsel costs (\$12,633.34), requested Named Plaintiff Award to
12 Plaintiff Jones (\$10,000.00), the PAGA Amount (\$40,000.00), and the requested Settlement
13 Administration Costs (\$10,500.00) from the Gross Settlement Amount (\$750,000.00).

14 14. Based upon the calculations stipulated in the Settlement, the highest Individual
15 Settlement Payment to be paid is approximately \$5,470.87, the lowest Individual Settlement
16 Payment to be paid is approximately \$34.63, while the average Individual Settlement Payment to
17 be paid is approximately \$611.56. Settlement Class Members will be issued payment of their
18 Individual Settlement Payments subject to reduction for the employee's share of taxes and
19 withholdings with respect to the wages portion of the Individual Settlement Payment.

20 15. Additionally, \$40,000.00 of the Gross Settlement Amount has been allocated
21 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
22 \$30,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
23 or \$10,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
24 are or were employed by Defendant during the PAGA Period. There are six hundred ninety-eight
25 (698) Aggrieved Employees who worked a total of twelve thousand three hundred twenty-eight
26 (12,328) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid
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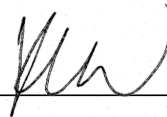
1 is approximately \$128.16, and the average Individual PAGA Payment to be paid is approximately
2 \$14.33.

3 16. Pursuant to the Settlement, employer-side taxes will be funded by Defendant
4 separately and apart from the Gross Settlement Amount. As of this date, and utilizing the maximum
5 tax rates, the employer-side taxes are estimated not to exceed \$12,592.57.

6 17. Phoenix's costs associated with the administration of this matter are \$10,500.00.
7 This includes all costs incurred to date, as well as estimated costs involved in completing the
8 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
9 **Exhibit B.**

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

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14 Executed this 15th day of August 2023, at Orange, California.

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18 KEVIN LEE
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Exhibit A

James Jones v. TFC Partners, Inc.
Superior Court of the State of California, County of Alameda
Case No. RG21087839

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former California non-exempt employees who worked for TFC Partners, Inc. d/b/a NFC Amenity Management (“NFC”) and who were paid wages during the Settlement Period of August 10, 2016 to August 31, 2022. Members of the Settlement Group are “Settlement Group Members (the “Settlement Group”).

*A court has authorized this Notice. It is not a solicitation from a lawyer.
This is not a lawsuit against you and you are not being sued.*

However, your legal rights may be affected by a class action settlement described in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT AND LAWSUIT	
DO NOTHING TO RECEIVE A PAYMENT	The estimated amount of your Individual Settlement Payment is shown in Section I. If you wish to receive it, no further action is required.
CHANGE CONTACT INFORMATION	If you need to change your contact information, you must provide the Settlement Administrator with your updated contact information to ensure your Individual Settlement Payment is mailed to the correct mailing address. Please call or write to the Settlement Administrator as soon as possible.
EXCLUDE YOURSELF	You can exclude yourself from the Settlement. If you request to be excluded, you will not receive an Individual Settlement Payment, but will maintain the right to file your own lawsuit. If you wish to exclude yourself from the Settlement, please send a letter to the Settlement Administrator. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. It must be postmarked on or before July 24, 2023.
OBJECT	If you think the Settlement is not fair, you can object to the Settlement by submitting a written objection to the Settlement Administrator or by appearing at the Final Approval Hearing to state your objection. Your written objection must state your name, contact information, and the grounds for objecting, and be postmarked on or before July 24, 2023. Alternatively, you may also appear in Court at the Final Approval Hearing and explain why you think the Settlement is not fair. Information regarding the Final Approval Hearing is below in Section 6. If the Settlement is approved, you will be bound by the terms of the Settlement and the Settlement Group Released Claims described in this Notice.

I. YOUR INDIVIDUAL PAY PERIODS AND ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

According to NFC's records, your total number of Individual Pay Periods in which NFC paid you wages during the period from August 10, 2016 to August 31, 2022 ("Settlement Period") is: «Total_Pay_Periods». Based on this information, your Individual Settlement Payment is estimated to be «Class_Amount».

The number of Individual Pay Periods shown above was determined based upon NFC's records. If you believe the number of Individual Pay Periods is not right, you may send a letter to the Settlement Administrator stating what you believe the correct number of Individual Pay Periods are, together with any information or documentation that supports your belief.

To be considered, you must mail your dispute letter to the Settlement Administrator at the address shown in Section V below of this Notice, postmarked on or before July 24, 2023. Your dispute must contain: (1) your full name and address; (2) the case name and number (*Jones v. TFC Partners, Inc.*, Case No. RG21087839); and (3) a clear statement indicating you wish to dispute the number of Individual Pay Periods attributed to you, together with any supporting documents or information. The Settlement Administrator will resolve any dispute regarding your Individual Pay Periods based on NFC's records and any information you provide.

Before any payments can be made pursuant to the terms of the Settlement discussed in this Notice, the Court must first decide whether to finally approve it. The Court will consider the fairness of the Settlement at the Final Approval Hearing, which has been set for September 12, 2023, at 3:00 p.m. in Department 23 of the above-captioned Court located in the Administration Building at 1221 Oak Street, Oakland, California 94612. The date and time of the hearing may change without notice.

II. BACKGROUND INFORMATION

1. What is this Lawsuit about?

Plaintiff James Jones sued NFC on behalf of himself and the Settlement Group Members. His Lawsuit alleges that NFC: (a) failed to provide off-duty meal periods to employees, or pay meal period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failed to provide off-duty rest periods, or pay rest period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; (c) failed to pay employees wages owed for all hours worked in violation of Labor Code §§ 201-203, 510, 558, 1194, 1197, and 1197.1; (d) failed to provide accurate itemized wage statements in violation of Labor Code § 226(a); and (e) engaged in unfair business practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL. He also seeks penalties under the California Labor Code's Private Attorneys General Act ("PAGA"). NFC denies Plaintiff's allegations and that it has committed any wrongdoing. NFC asserts that it has properly paid its employees for all hours worked, and furnished meal and rest periods in accordance with the law.

2. What is a class action and why is this case a class action?

In a class action, one or more people, called class representatives, sue on behalf of a group of people who they allege have similar claims. The group is called a "Class." Claims are litigated and resolved for everyone in the Class at once, except for those people who exclude themselves from the Settlement Group. In this case, Mr. Jones is the class representative. He alleges his claims involve legal and factual questions common to the group of current and former non-exempt California employees who worked for NFC and were paid wages by NFC during the period from August 10, 2016 to August 31, 2022.

3. Has the Court decided who is right?

No. NFC denies the allegations in the Lawsuit, and the Court has NFC made no determination as to which party is right. By preliminarily approving the Settlement and authorizing this Notice, the Court is not suggesting either side would win or lose if this case went to trial. Instead of a trial, the Parties agreed to the Settlement described in this Notice. That way, they avoid the cost, risk and uncertainty of trial, and the former and current non-exempt employees who were allegedly affected receive compensation. Mr. Jones and Counsel for him and the Settlement Group believe the Settlement is fair, reasonable and adequate and in the best interests of all members of the Settlement Group.

4. How do I participate in the Settlement as a Settlement Group Member?

If you want to receive your share of the Settlement monies paid under the Settlement, you do not need to do anything. The amount estimated for you is shown in Section I above.

5. How do I ask to be excluded?

If you exclude yourself, referred to as “opting out” of the Settlement Group, you will not receive a share in the money paid under the Settlement, but you would keep your right to sue any or all of the Releasees (defined below) on your own. If you file your own lawsuit against any of the Releasees after you exclude yourself, you will have to prove your own claims. There are time limits for filing individual claims that might have already expired. If you wish to be excluded from the Settlement, you must send a letter to the Settlement Administrator stating that you do not want to be part of the Settlement Group (“Exclusion Form”). Be sure to include your name, address, telephone number, last four digits of your Social Security Number, the date, and your signature. The letter must be postmarked on or before July 24, 2023. If you do not timely submit a letter requesting to exclude yourself, you will remain a member of the Settlement Group, will be bound by the terms of the Settlement, and will be issued the Individual Settlement Payment referenced in Section I above.

If you exclude yourself from the settlement, as described above, the amount of your Individual Settlement Payment will remain with the Net Settlement Sum and distributed on a pro-rata basis to the participating members of the Settlement Group. No portion of the Total Maximum Settlement Amount will be returned to NFC under any circumstances.

Even if you exclude yourself from the settlement, you will still receive an Individual PAGA Payment, which is the amount you are entitled to as an “aggrieved employee” under the PAGA. Under the PAGA, 75% of the civil penalties assessed are distributed to the State of California, and 25% of the civil penalties are distributed to aggrieved employees like you. You cannot exclude yourself from receiving your Individual PAGA Payment.

6. May I object to the Settlement?

If you do not think the Settlement is fair, you can object to the Settlement and tell the Court you do not agree with the Settlement or some part of it. The Court will consider your views when deciding whether to grant final approval of the Settlement. This is the process to tell the Court if you think the Settlement as a whole is unfair. If you only believe your Individual Settlement Payment was miscalculated, please use the process shown in Section I of this Notice.

To object to the Settlement, you can send a letter to the Settlement Administrator at the address shown in Section V or appear at the Final Approval Hearing to state your objection to the Court orally. For written objections, your letter must (a) state the case name and number (*Jones v. TFC Partners, Inc.*, Case No. RG21087839); (b) explain the basis for the objection, (c) include your name, contact information and the last four digits of your Social Security number, and (d) be signed by you. You must submit your letter to be postmarked on or before July 24, 2023.

You can also appear at the Final Approval hearing on the Settlement, set for September 12, 2023, at 3:00 p.m. in Department 23 of the Superior Court of California, County of Alameda located in the Administration Building at 1221 Oak Street, Oakland, CA 94612 to state your objection orally. The date and time of the hearing may change without notice. You may appear at the Final Approval Hearing to present your objection even without submitting a written objection.

If you choose to object, you will still receive an Individual Settlement Payment if the Court grants Final Approval of the Settlement. If the Court overrules your objection, you will continue to be a Settlement Group Member, subject to the terms of the Settlement, and you will be mailed your Individual Settlement Payment.

You may not object to the PAGA Payment.

7. What happens if I do nothing at all?

By doing nothing, should the Court grant final approval of the proposed Settlement, your Individual Settlement Payment will be mailed by the Settlement Administrator to you and you will be bound by the terms of the Settlement.

III. SUMMARY OF SETTLEMENT TERMS

8. Total Maximum Settlement Amount.

NFC will pay a total of \$750,000.00 to fully resolve the claims in the Lawsuit, which will be subject to the following Court-approved deductions:

- **Administrator Payment:** The Court has tentatively approved a payment of \$10,500.00 to the appointed Settlement Administrator, Phoenix Class Action Administration Solutions, for the costs it has incurred in administering the Settlement.
- **Attorneys' Fees and Costs Payment:** The Court has preliminarily appointed Diversity Law Group, P.C. and Webber Law Group as attorneys to represent Mr. Jones and the Settlement Group, ("Settlement Group Counsel") in this Lawsuit. Settlement Group Counsel will ask the Court to approve an award of Attorneys' Fees in the amount of \$250,000.00, plus actual out-of-pocket litigation costs, which shall not exceed \$15,000.00. Settlement Group Counsel has been prosecuting the Lawsuit on behalf of the Settlement Group on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses.
- **Named Plaintiff Award:** Settlement Group Counsel will also ask the Court to approve a service payment in the amount of \$10,000.00 to Plaintiff James Jones to compensate him for acting as the sole representative of the Settlement Group, initiating the lawsuit, his work, the risks undertaken for payment of NFC's costs of suit in the event this case had been lost, and his agreement to provide a general release.
- **PAGA Payment:** A payment of \$40,000.00 will be attributed to penalties under PAGA, which will be apportioned pursuant to the PAGA as follows: \$30,000.00 (75%) to be paid to the California's Labor and Workforce Development Agency and \$10,000.00 (25%) to remain with the Net Settlement Sum and distributed to all Settlement Group Members.

Because of the size of the Settlement, NFC will make pay the Total Maximum Settlement Amount in two parts. Within ten (10) calendar days after the Final Approval, NFC will deposit the first payment of \$350,000.00 with the Settlement Administrator. Within nine months from the Final Approval, NFC will deposit the second payment of \$400,000.00 with the Settlement Administrator.

9. Allocation to Settlement Group Members.

After the Court-approved deductions described above, the Net Settlement Sum, estimated to be \$424,500.00, will be distributed to all participating Settlement Group Members, based on the number of their Individual Pay Periods during the Settlement Period. Unless you timely exclude yourself from the Settlement, as described above, this Individual Settlement Check will be mailed to your approximately two to three months after NFC makes its second installment payment.

For tax purposes, the Individual Settlement Payment will be allocated 80% to statutory penalties and interests with the remaining 20% of the Individual Settlement Payments allocated to wages, which shall be subject to customary withholdings. The Individual PAGA Payment will be allocated 100% as statutory penalties and interests, which will be paid without withholding any amount and reported on an IRS Form 1099. Settlement Group Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

IV. RELEASED CLAIMS

If approved by the Court, the Settlement will bar any Settlement Group Member who does not exclude themselves from the Settlement from bringing certain claims against the Releasees. “Releasees” means Defendant NFC Partners, Inc. d/b/a NFC Amenity Management, including its past or present successors and predecessors in interest, subsidiaries, affiliates, parents, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

The Settlement will fully release and discharge the Releasees from all claims, demands, rights, liabilities, and causes of action that were or could have been asserted based on the facts of the operative complaint during the Settlement Period for violation of local, state and federal law arising out of, or relating to failure to provide meal periods or pay meal period premiums, failure to provide rest periods or provide rest period premiums, failure to furnish accurate wage statements, failure to pay minimum wage, failure to pay all wages earned, failure to pay overtime wages, failure to maintain required records, failure to timely pay earned wages upon termination or discharge, , unfair competition, including, but not limited to, claims for injunctive relief, punitive damages, liquidated damages, penalties of any nature, interest, fees, including fees under California Code of Civil Procedure section 1021.5, and costs premised on the violations described in this paragraph. (“Settlement Group Released Claims”).

The Settlement will fully release and discharge the Releasees from all claims, demands, rights, liabilities, and causes of action that were or could have been asserted based on the facts of the operative complaint during the Settlement Period for violation and for penalties under the Private Attorneys General Act premised on the alleged Labor Code violations asserted in the Lawsuit, including: (a) failing to provide off-duty meal periods to employees, or pay meal period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failing to provide off duty rest periods, or pay rest period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; (c) failing to pay employees wages owed for all hours worked, to pay minimum wage, to pay overtime, and to timely pay wages upon termination or discharge, in violation of Labor Code §§ 201-203, 510, 558, 1194, 1197, and 1197.1; (d) failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) (“Settlement Group Released PAGA Claims”).

Even if you decide to exclude yourself from the settlement as described in Paragraph 5, you will still release the Settlement Group Released PAGA Claims and receive your Individual PAGA Payment.

Settlement Group Members give up their right to sue or otherwise make a claim against any of the Releasees for the Settlement Group Released Claims, in exchange for their Individual Settlement Payments.

V. ADDITIONAL INFORMATION

This Notice is only a summary of the Lawsuit and the Settlement. Any questions about this Notice, your estimated Individual Settlement Payment, objections or requests for exclusion may be made to the Settlement Administrator at the address shown immediately below. The Administrator's toll-free number is also provided. You may also contact Settlement Group Counsel at the addresses and telephone numbers shown below.

<u>Settlement Administrator</u>	<u>Settlement Group Counsel</u>
Jones v. TFC/NFC Class Action Settlement Administrator c/o Phoenix Settlement Administrators P.O. Box 7208, Orange, California 92863 (800) 523-5773	Diversity Law Group, P.C. Larry W. Lee Mai Tulyathan Max W. Gavron 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071 (213) 488-6555 Webber Law Group Kelsey A. Webber 333 University Ave., Suite 200 Sacramento, CA 95825 (916) 588-0683

Checks not cashed or deposited after 180 days will be voided and the funds represented by those uncashed checks will be distributed by the Settlement Administrator to the State Bar of California's Justice Gap Fund.

For more information, you may also:

- Inspect the Court's files about the Lawsuit at the Office of the Clerk of the Court, Superior Court of California for the County of Alameda, 1221 Oak Street, Oakland, California 94612, from 8:30 a.m. to 4:00 p.m., Monday through Friday.
- The pleadings and other records in this litigation may be examined online on the Alameda Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT CONTACT THE COURT, NFC AND/OR NFC'S ATTORNEYS OR ANY OF THE RELEASEES WITH INQUIRIES.

James Jones contra TFC Partners, Inc.
Tribunal Superior del Estado de California, Condado de Alameda
Caso n° RG21087839

NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA

Para: Todos los empleados actuales y anteriores no exentos de California que trabajaron para TFC Partners, Inc. d/b/a NFC Amenity Management (“NFC”) y a quienes se les pagaron salarios durante el Período del Acuerdo del 10 de agosto de 2016 al 31 de agosto de 2022. Los miembros del Grupo del Acuerdo son los “Miembros del Grupo del Acuerdo” (el “Grupo del Acuerdo”).

*Un tribunal ha autorizado este Aviso. No es una solicitud de un abogado.
No se trata de una demanda contra usted y usted no está siendo Demandado.*

Sin embargo, sus derechos legales pueden verse afectados por un acuerdo de demanda colectiva descrito en este Aviso.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO Y DEMANDA	
NO HACER NADA PARA RECIBIR UN PAGO	El importe estimado de su Pago de Liquidación Individual figura en la Sección I. Si desea recibirlo, no es necesario que realice ninguna otra acción.
CAMBIAR LA INFORMACIÓN DE CONTACTO	Si necesita cambiar su información de contacto, debe proporcionar al Administrador del Acuerdo su información de contacto actualizada para garantizar que su Pago del Acuerdo Individual se envíe a la dirección postal correcta. Por favor, llame o escriba al Administrador del Acuerdo lo antes posible.
EXCLUIRSE	Puede excluirse del Acuerdo. Si solicita ser excluido, no recibirá un Pago Individual del Acuerdo, pero mantendrá el derecho a presentar su propia demanda. Si desea excluirse del Acuerdo, envíe una carta al Administrador del Acuerdo. Asegúrese de incluir su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social y su firma. Debe llevar matasellos del 24 de julio de 2023 o anterior.
OBJETAR	Si considera que el Acuerdo no es justo, puede oponerse al mismo presentando una objeción por escrito al Administrador del Acuerdo o compareciendo en la Audiencia de Aprobación Definitiva para exponer su objeción. Su objeción por escrito debe indicar su nombre, información de contacto y los motivos de su objeción, y llevar matasellos del 24 de julio de 2023 o anterior. Alternativamente, también puede comparecer ante el Tribunal en la Audiencia de Aprobación Definitiva y explicar por qué considera que el Acuerdo no es justo. La información relativa a la Audiencia de Aprobación Definitiva se encuentra más abajo, en la Sección 6. Si se aprueba el Acuerdo, usted quedará vinculado por los términos del Acuerdo y las Reclamaciones Exoneradas del Grupo del Acuerdo descritas en este Aviso.

I. SUS PERIODOS DE PAGO INDIVIDUALES Y PAGO ESTIMADO DE LIQUIDACIÓN INDIVIDUAL

Según los registros de NFC, el número total de Períodos de Pago Individuales en los que NFC le pagó salarios durante el período comprendido entre el 10 de agosto de 2016 y el 31 de agosto de 2022 (“Período de Liquidación”) es: «Total_Pay_Periods». En base a esta información, su Pago Individual de Liquidación se estima en «Class_Amount».

El número de Períodos de Pago Individual que se muestra arriba se determinó en base a los registros de NFC. Si cree que el número de Períodos de Pago Individuales no es correcto, puede enviar una carta al Administrador del Acuerdo indicando cuál cree que es el número correcto de Períodos de Pago Individuales, junto con cualquier información o documentación que apoye su creencia.

Para que sea tenida en cuenta, deberá enviar por correo su carta de disputa al Administrador del Acuerdo a la dirección que figura en la Sección V de este Aviso, con matasellos del 24 de julio de 2023 o anterior. Su disputa debe contener: (1) su nombre completo y dirección; (2) el nombre y número del caso (*Jones v. TFC Partners, Inc.*, Caso No. RG21087839); y (3) una declaración clara indicando que desea disputar el número de Períodos de Pago Individuales que se le atribuyen, junto con cualquier documento o información de respaldo. El Administrador del Acuerdo resolverá cualquier disputa relativa a sus Períodos de Pago Individual basándose en los registros de NFC y en cualquier información que usted proporcione.

Antes de que pueda efectuarse pago alguno conforme a los términos del Acuerdo discutidos en este Aviso, el Tribunal debe decidir primero si lo aprueba definitivamente. El Tribunal considerará la equidad del Acuerdo en la Audiencia de Aprobación Definitiva, que ha sido fijada para el 12 de septiembre de 2023, a las 15:00 horas, en el Departamento 23 del Tribunal arriba mencionado, ubicado en el Edificio de Administración en 1221 Oak Street, Oakland, California 94612. La fecha y hora de la audiencia pueden cambiar sin previo aviso.

II. ANTECEDENTES

1. ¿De qué se trata esta demanda?

El Demandante James Jones demandó a NFC en su nombre y en el de los Miembros del Grupo del Acuerdo. Su Demanda alega que NFC: (a) no proporcionó períodos de comida fuera del horario de trabajo a los empleados, ni pagó una compensación premium por períodos de comida en lugar de los mismos, en violación de los §§ 201-203, 226.7 y 512 del Código Laboral; (b) no proporcionó períodos de descanso fuera del horario de trabajo, ni pagó una compensación premium por períodos de descanso en lugar de los mismos, en violación de los §§ 201-203 y 226. 7 del Código Laboral; (c) no pagó a los empleados los salarios adeudados por todas las horas trabajadas en violación de los §§ 201-203, 510, 551 y 552.7 del Código Laboral; (c) no pagó a los empleados los salarios adeudados por todas las horas trabajadas, infringiendo los artículos 201-203, 510, 558, 1194, 1197 y 1197.1 del Código Laboral; (d) no proporcionó declaraciones salariales detalladas y precisas, infringiendo el artículo 226(a) del Código Laboral; y (e) incurrió en prácticas comerciales desleales, infringiendo el Código Laboral de California, las órdenes salariales aplicables de la CBI y la UCL. También solicita sanciones en virtud de la Ley de Abogados Generales Privados (“PAGA”) del Código Laboral de California. NFC niega las alegaciones del Demandante y que haya cometido alguna infracción. NFC afirma que ha pagado correctamente a sus empleados por todas las horas trabajadas y que les ha proporcionado períodos de comida y descanso de acuerdo con la ley.

2. ¿Qué es una demanda colectiva y por qué es este caso una demanda colectiva?

En una demanda colectiva, una o más personas, denominadas representantes del grupo, demandan en nombre de un grupo de personas que alegan tener reclamaciones similares. El grupo se denomina “Clase”. Las reclamaciones se litigan y resuelven para todas las personas del Grupo a la vez, excepto para aquellas personas que se excluyan del Grupo de liquidación. En este caso, el Sr. Jones es el representante del Grupo. Alega que sus reclamaciones involucran cuestiones legales y fácticas comunes al grupo de empleados actuales y anteriores no exentos de California que trabajaron para NFC y a quienes NFC pagó salarios durante el período comprendido entre el 10 de agosto de 2016 y el 31 de agosto de 2022.

3. ¿Ha decidido el Tribunal quién tiene razón?

No. NFC niega las alegaciones de la Demanda, y el Tribunal no ha hecho ninguna determinación sobre cuál de las partes tiene razón. Al aprobar preliminarmente el Acuerdo y autorizar este Aviso, el Tribunal no está sugiriendo que ninguna de las partes ganaría o perdería si este caso fuera a juicio. En lugar de un juicio, las Partes acordaron el Acuerdo descrito en este Aviso. De este modo, evitan el coste, el riesgo y la incertidumbre de un juicio, y los antiguos y actuales empleados no exentos que se vieron supuestamente afectados reciben una compensación. El Sr. Jones y los abogados que le representan, así como el Grupo del Acuerdo, consideran que el Acuerdo es justo, razonable y adecuado, y redundante en beneficio de todos los miembros del Grupo del Acuerdo.

4. ¿Cómo puedo participar en el Acuerdo como Miembro del Grupo de Acuerdo?

Si desea recibir su parte del dinero pagado en virtud del Acuerdo, no necesita hacer nada. La cantidad estimada para usted figura en la Sección I anterior.

5. ¿Cómo puedo pedir que me excluyan?

Si se excluye, lo que se conoce como “optar por no participar” en el Grupo de Acuerdo, no recibirá una parte del dinero pagado en virtud del Acuerdo, pero conservará su derecho a demandar por su cuenta a alguno o a todos los Destinatarios del Descargo (definidos más adelante). Si presenta su propia demanda contra cualquiera de los Exonerados después de excluirse, tendrá que probar sus propias reclamaciones. Existen plazos para presentar demandas individuales que podrían haber expirado ya. Si desea ser excluido del Acuerdo, debe enviar una carta al Administrador del Acuerdo indicando que no desea formar parte del Grupo del Acuerdo (“Formulario de exclusión”). Asegúrese de incluir su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social, la fecha y su firma. La carta debe llevar matasellos del 24 de julio de 2023 o anterior. Si no presenta a tiempo una carta solicitando excluirse, seguirá siendo miembro del Grupo del Acuerdo, estará obligado por los términos del Acuerdo y se le emitirá el Pago Individual del Acuerdo al que se hace referencia en la Sección I anterior.

Si se excluye de la liquidación, tal y como se ha descrito anteriormente, el importe de su Pago Individual de Liquidación permanecerá con la Suma Neta de Liquidación y se distribuirá de forma prorrateada entre los miembros participantes del Grupo de Liquidación. Ninguna parte del Importe Máximo Total del Acuerdo será devuelta a NFC bajo ninguna circunstancia.

Incluso si se excluye del acuerdo, seguirá recibiendo un pago PAGA individual, que es la cantidad a la que tiene derecho como “empleado perjudicado” en virtud de la PAGA. En virtud de la PAGA, el 75% de las sanciones civiles evaluadas se distribuyen al Estado de California, y el 25% de las sanciones civiles se distribuyen a los empleados perjudicados como usted. Usted no puede excluirse de recibir su pago PAGA individual.

6. ¿Puedo oponerme al Acuerdo?

Si no cree que el Acuerdo sea justo, puede oponerse al mismo e informar al Tribunal de que no está de acuerdo con el Acuerdo o con alguna parte del mismo. El Tribunal tendrá en cuenta sus opiniones a la hora de decidir si concede la aprobación definitiva del Acuerdo. Este es el proceso para decirle al Tribunal si cree que el Acuerdo en su conjunto es injusto. Si sólo cree que su Pago Individual del Acuerdo ha sido mal calculado, utilice el proceso indicado en la Sección I de este Aviso.

Para objetar al Acuerdo, puede enviar una carta al Administrador del Acuerdo a la dirección indicada en la Sección V o comparecer en la Audiencia de Aprobación Definitiva para exponer oralmente su objeción al Tribunal. Para las objeciones por escrito, su carta debe (a) indicar el nombre y el número del caso (*Jones contra TFC Partners, Inc.*, Caso n° RG21087839); (b) explicar la base de la objeción, (c) incluir su nombre, información de contacto y los cuatro últimos dígitos de su número de la Seguridad Social, y (d) estar firmada por usted. Deberá enviar su carta para que el matasellos de correos indique que ha sido enviada antes del 24 de julio de 2023.

También puede comparecer en la audiencia de Aprobación Definitiva del Acuerdo, fijada para el 12 de septiembre de 2023, a las 15:00 horas en el Departamento 23 del Tribunal Superior de California, Condado de Alameda ubicado en el Edificio de Administración en 1221 Oak Street, Oakland, CA 94612 para exponer su objeción oralmente. La fecha y hora de la audiencia pueden cambiar sin previo aviso. Puede comparecer en la Audiencia de Aprobación Definitiva para presentar su objeción incluso sin presentar una objeción por escrito.

Si decide objetar, seguirá recibiendo un Pago Individual del Acuerdo si el Tribunal concede la Aprobación Definitiva del Acuerdo. Si el Tribunal desestima su objeción, seguirá siendo un Miembro del Grupo del Acuerdo, sujeto a los términos del Acuerdo, y se le enviará por correo su Pago Individual del Acuerdo.

No puede oponerse al pago PAGA.

7. ¿Qué ocurre si no hago nada?

Si no hace nada, en caso de que el Tribunal conceda la aprobación definitiva del Acuerdo propuesto, el Administrador del Acuerdo le enviará por correo su Pago Individual del Acuerdo y usted quedará vinculado por los términos del Acuerdo.

III. RESUMEN DE LOS TÉRMINOS DEL ACUERDO

8. Importe total máximo de liquidación.

NFC pagará un total de \$750,000.00 para resolver completamente las reclamaciones de la Demanda, que estarán sujetas a las siguientes deducciones aprobadas por el Tribunal:

- **Pago al Administrador:** El Tribunal ha aprobado provisionalmente un pago de \$10,500.00 al Administrador del Acuerdo designado, Phoenix Class Action Administration Solutions, por los costes en los que ha incurrido en la administración del Acuerdo.
- **Pago de Honorarios de Abogados y Costas:** El Tribunal ha designado preliminarmente a Diversity Law Group, P.C. y Webber Law Group como abogados para representar al Sr. Jones y al Grupo del Acuerdo, (“Abogados del Grupo del Acuerdo”) en este Juicio. Los Abogados del Grupo del Acuerdo solicitarán al Tribunal que apruebe una indemnización en concepto de honorarios de abogados por un importe de \$250,000.00, más los gastos reales de litigio, que no superarán los \$15,000.00. Los Abogados del Grupo del Acuerdo han estado tramitando la Demanda en nombre del Grupo del Acuerdo sobre la base de honorarios condicionales (es decir, sin haber cobrado hasta la fecha) mientras adelantaban las costas y gastos del litigio.
- **Premio al Demandante principal:** Los abogados del Grupo de Conciliación también solicitarán al Tribunal que apruebe un pago por servicios por un importe de \$10,000.00 al Demandante James Jones para compensarle por actuar como único representante del Grupo de Conciliación, por iniciar la demanda, por su trabajo, por los riesgos asumidos para el pago de los costes de la demanda de NFC en caso de que este caso se hubiera perdido y por su acuerdo de proporcionar una exención general.
- **Pago PAGA:** Se atribuirá un pago de \$40,000.00 a sanciones conforme a PAGA, el cual se prorrateará conforme a PAGA de la siguiente manera: \$30,000.00 (75%) que se pagarán a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California y \$10,000.00 (25%) que permanecerán con la Suma Neta del Acuerdo y se distribuirán a todos los Miembros del Grupo del Acuerdo.

Debido a la magnitud del Acuerdo, NFC hará efectivo el pago del Monto Máximo Total del Acuerdo en dos partes. Dentro de los diez (10) días calendario posteriores a la Aprobación Definitiva, NFC depositará el primer pago de \$350,000.00 con el Administrador del Acuerdo. Dentro de los nueve meses posteriores a la Aprobación Definitiva, NFC depositará el segundo pago de \$400,000.00 con el Administrador del Acuerdo.

9. Asignación a los miembros del grupo de liquidación.

Después de las deducciones aprobadas por el Tribunal descritas anteriormente, la Suma Neta del Acuerdo, estimada en \$424,500.00, será distribuida a todos los Miembros del Grupo del Acuerdo participantes, en base a la cantidad de sus Períodos de Pago Individuales durante el Período del Acuerdo. A menos que usted se excluya oportunamente del Acuerdo, tal como se describió anteriormente, este Cheque del Acuerdo Individual le será enviado por correo aproximadamente dos o tres meses después de que NFC realice su segundo pago fraccionado.

A efectos fiscales, el Pago Individual del Acuerdo se asignará en un 80% a sanciones e intereses legales y el 20% restante de los Pagos Individuales del Acuerdo se asignará a salarios, que estarán sujetos a las retenciones habituales. El Pago Individual PAGA se asignará en un 100% como sanciones e intereses legales, que se pagarán sin retención de cantidad alguna y se comunicarán en un Formulario 1099 del IRS. Los Miembros del Grupo del Acuerdo deberán consultar con sus asesores fiscales las consecuencias fiscales de los pagos que reciban en virtud del Acuerdo.

IV. RECLAMACIONES LIBERADAS

Si es aprobado por el Tribunal, el Acuerdo impedirá a cualquier Miembro del Grupo del Acuerdo que no se excluya del mismo presentar determinadas demandas contra los Destinatarios del Descargo. “Destinatarios del Descargo” significa el Demandado NFC Partners, Inc. d/b/a NFC Amenity Management, incluidos sus sucesores y predecesores en interés pasados o presentes, subsidiarias, filiales, matrices, funcionarios, directores, accionistas, empleados, agentes, mandantes, herederos, representantes, contadores, auditores, consultores, aseguradores y reaseguradores, y sus respectivos sucesores y predecesores en interés, subsidiarias, filiales, matrices y abogados.

El Acuerdo liberará y eximirá completamente a los Exonerados de todas las reclamaciones, demandas, derechos, responsabilidades y causas de acción que fueron o podrían haber sido afirmadas en base a los hechos de la queja operativa durante el Período del Acuerdo por violación de la ley local, estatal y federal que surja de, o esté relacionada con la falta de proporcionar períodos de comida o pagar primas por períodos de comida, falta de proporcionar períodos de descanso o proporcionar primas por períodos de descanso, no proporcionar declaraciones salariales precisas, no pagar el salario mínimo, no pagar todos los salarios devengados, no pagar los salarios por horas extraordinarias, no mantener los registros requeridos, no pagar puntualmente los salarios devengados tras el despido o la rescisión del contrato, , competencia desleal, incluyendo, pero sin limitarse a, reclamaciones de medidas cautelares, daños punitivos, daños liquidados, sanciones de cualquier naturaleza, intereses, honorarios, incluidos los honorarios en virtud de la sección 1021.5 del Código de Procedimiento Civil de California, y costas basadas en las infracciones descritas en este párrafo. (“Reclamaciones exoneradas del Grupo del Acuerdo”).

El Acuerdo liberará y eximirá totalmente a los Exonerados de todas las reclamaciones, demandas, derechos, responsabilidades y causas de acción que fueron o podrían haber sido afirmadas basándose en los hechos de la demanda operativa durante el Periodo del Acuerdo por violación y por sanciones bajo la Ley de Abogados Generales Privados basada en las supuestas violaciones del Código Laboral afirmadas en la Demanda, incluyendo: (a) no proporcionar períodos de comida fuera de servicio a los empleados, o pagar una compensación premium por período de comida en su lugar, en violación de los §§ 201-203, 226.7 y 512 del Código Laboral; (b) no proporcionar períodos de descanso fuera de servicio, o pagar una compensación premium por período de descanso en su lugar, en violación de los §§ 201-203 y 226.7 del Código Laboral; (c) no pagar a los empleados los salarios adeudados por todas las horas trabajadas, no pagar el salario mínimo, no pagar las horas extraordinarias y no pagar a tiempo los salarios en caso de despido o cese, en violación de los §§ 201-203, 510, 558, 1194, 1197 y 1197.1 del Código Laboral; (d) no proporcionar declaraciones salariales detalladas y precisas, en violación del § 226(a) del Código Laboral (“Reclamaciones PAGA liberadas del grupo del acuerdo”).

Incluso si decide excluirse del acuerdo como se describe en el Párrafo 5, de todos modos liberará las Reclamaciones PAGA Liberadas del Grupo del Acuerdo y recibirá su Pago PAGA Individual.

Los Miembros del Grupo del Acuerdo renuncian a su derecho a demandar o reclamar de cualquier otro modo a cualquiera de los Exonerados por las Reclamaciones Exoneradas del Grupo del Acuerdo, a cambio de sus Pagos Individuales del Acuerdo.

V. INFORMACIÓN ADICIONAL

Este Aviso es sólo un resumen de la Demanda y del Acuerdo. Cualquier pregunta sobre esta Notificación, su Pago Individual estimado de la Liquidación, objeciones o solicitudes de exclusión pueden dirigirse al Administrador de la Liquidación a la dirección que se indica inmediatamente a continuación. También se facilita el número de teléfono gratuito del Administrador. También puede ponerse en contacto con los Abogados del Grupo del Acuerdo en las direcciones y números de teléfono que se indican a continuación.

<u>Administrador del acuerdo</u>	<u>Asesor del grupo de liquidación</u>
Jones v. TFC/NFC Class Action Settlement Administrator c/o Phoenix Settlement Administrator P.O. Box 7208, Orange, California 92863 (800) 523-5773	Diversity Law Group, P.C. Larry W. Lee Mai Tulyathan Max W. Gavron 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071 (213) 488-6555 Webber Law Group Kelsey A. Webber 333 University Ave., Suite 200 Sacramento, CA 95825 (916) 588-0683

Los cheques no cobrados o depositados después de 180 días serán anulados y los fondos representados por esos cheques no cobrados serán distribuidos por el Administrador del Acuerdo al Fondo para el Déficit de Justicia del Colegio de Abogados del Estado de California.

Para más información, también puede

- Inspeccionar los archivos del Tribunal sobre la Demanda en la Oficina del Secretario del Tribunal, Tribunal Superior de California para el Condado de Alameda, 1221 Oak Street, Oakland, California 94612, de 8:30 a.m. a 4:00 p.m., de lunes a viernes.
- Examinar los alegatos y otros expedientes de este litigio en línea en el sitio web del Tribunal Superior de Alameda, conocido como “eCourt Public Portal”, en <https://eportal.alameda.courts.ca.gov>.

Tras llegar al sitio web, puede hacer clic en la pestaña “Search” en la parte superior de la página, luego seleccionar el enlace Descargas de documentos, introducir el número del caso y hacer clic en “Send.” Podrá ver imágenes de todos los documentos archivados en el caso por un coste mínimo. También puede ver imágenes de cada documento archivado en el caso de forma gratuita utilizando uno de los quioscos terminales de ordenador disponibles en cada sede judicial que disponga de una instalación para presentaciones civiles.

POR FAVOR, NO SE PONGA EN CONTACTO CON EL TRIBUNAL, NFC Y/O LOS ABOGADOS DE NFC NI CON NINGUNO DE LOS LIBERADOS PARA REALIZAR CONSULTAS.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	702
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	702
Subtotal Admin Only	\$10,770.92

TOTAL COSTS	\$10,500.00
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Fixed Fee

August 15, 2023

Case: Jones v. TFC Partners

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	70	\$140.40
NCOA (USPS)	\$0.15	702	\$105.30
Total			\$985.70

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	702	\$105.30
Notice Packet & Opt-Out Form	\$0.95	702	\$666.90
Postage (up to 1 oz.)	\$0.84	702	\$589.68
Language Translation	\$0.30	3,261	\$978.30
Total			\$2,655.18

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.25	19	\$23.75
Remail Notice Packets	\$0.95	19	\$18.05
Postage	\$0.84	19	\$15.96
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$272.76

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	3	\$285.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.50	702	\$1,053.00
Estimated Postage Checks, W2 and 1099	\$0.64	702	\$449.28
Total			\$2,912.28

* 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	75	\$112.50
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	55	\$82.50
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$3,025.00

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

Total: \$10,770.92