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Attorneys for Plaintiff
PATRICK BURNS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

PATRICK BURNS in his individual and representative capacities,

Plaintiff,

v.

POWER PARAGON, INC. and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2021-01197621-CU-OE-CXC

Assigned to: Hon. Layne H. Melzer, Dept. CX-102

DECLARATION OF JARROD SALINAS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

DATE: July 25, 2025
TIME: 2:00 p.m.
DEPT.: CX-102

Case Filed: April 28, 2021
Trial Date: None set

DECLARATION OF JARROD SALINAS

I, Jarrod Salinas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Burns v. Power Paragon, 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 and Representative Class Action Settlement Agreement ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the Notice of Pendency of Class And Representative Action Settlement and Final Hearing Date ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of Workweeks each Class Member worked during the period from April 28, 2017, to March 1, 2024 ("Class Period") and the number of Workweeks that each Aggrieved Employee worked during the time period from April 28, 2017, to March 1, 2024 ("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, 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 April 8, 2025, 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 53 individuals identified as Class Members.

4. On April 8, 2025, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous 4 years and notified the U.S. Postal Service of their change of address.

5. On April 22, 2025, Phoenix mailed the Notice via U.S. first class mail to all 53 Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, zero Notices have been returned to Phoenix.

7. As of the date of this declaration, all Notices are considered deliverable.

8. As of the date of this declaration, Phoenix has received zero Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was June 6, 2025.

9. As of the date of this declaration, Phoenix has received zero Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was June 6, 2025.

10. As of the date of this declaration, Phoenix has received zero Workweek disputes from Class Members. The deadline for submitting a dispute was June 6, 2025.

11. There are 53 Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of 5,979.43 Workweeks during the Class Period. Each Workweek is valued at approximately $64.21.

12. The Net Settlement Amount of $383,968.25 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($194,664.97), and Class Counsel costs ($20,000.00), requested Enhancement Payment ($15,000.00), the PAGA Amount ($30,000.00), and the requested Settlement Administration Costs ($5,250.00) from the Gross Settlement Amount ($648,883.22).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $22,924.71, the lowest Individual Settlement Share to be paid is approximately $412.81, while the average Individual Settlement Share to be paid is approximately $7,244.68. Settlement Class Members will be issued payment of their Individual

Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

14. Additionally, $30,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $22,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $7,500.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are 53 Aggrieved Employees who worked a total of 5,979.43 Workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $447.79, and the average Individual PAGA Payment to be paid is approximately $141.51.

15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separate and apart from the Gross Settlement Amount.

16. Phoenix's costs associated with the administration of this matter are $5,250.00. 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 23rd day of June 2025, at Orange, California.

Jarrod Salinas

JARROD SALINAS

EXHIBIT A

NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND FINAL HEARING DATE

(*Burns v. Power Paragon, Inc.*, Case No. 30-2021-01197621-CU-OE-CXC)

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do **not** have to do anything. **Your estimated Settlement Share is: «Sett_Amt». See the explanation below.** After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive **no money from the Settlement**. Instructions are set forth below.
Object	You may write to the Court about why you object to the settlement. Directions are provided below.

1. Why did I get this Notice?

A proposed class and representative action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County Orange (the "Court") has been reached between Plaintiff Patrick Burns ("Plaintiff") and Power Paragon, Inc. ("Defendant"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

> all current and former Field Service Engineers (which includes individuals who held the following positions: Principal Field Service Engineer II/Senior Specialist Field Engineering; Specialist, Field Engineering/Principal Field Engineer; Senior Associate Field Engineering/Field Engineer) Employed by Power Paragon, Inc. from April 28, 2017, to March 1, 2024.

The "Class Period" is the period of time running from April 28, 2017, through March 1, 2024.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April 28, 2021, Plaintiff Patrick Burns filed a Complaint against Defendant Power Paragon, Inc. in the Superior Court of the State of California, County of Orange, which was assigned case number 30-2021-01197621-CU-OE-CXC ("the Action"). The Complaint asserts claims on behalf of Plaintiff and all Class Members against Defendant for: (a) Violation of California Labor Code §§ 510, 1194, and 1197.1 (Unpaid Overtime Wages); (b) Violation of California Labor Code § 2802(a) (Failure to Indemnify Necessary Expenditures); (c) Violation of California Labor Code §§ 226.7, 226.7(b), and 512 (Meal Periods); (d) Violation of California Labor Code § (Rest Breaks); (e) Violation of California Business and Professions Code § 17200 *et seq.*; (f) Civil Penalties Under the Private Attorneys General Act, Cal. Labor Code §§ 2689 et seq. ("PAGA") (g) Violation of California Labor Code § 226 and (h) Violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*

Defendants answered the Complaint, denying all allegations and claims against them and asserted various affirmative defenses to Plaintiff's Class and individual claims.

On July 18, 2022, Plaintiff filed a motion for class certification. Defendant opposed the motion and the hearing was ultimately set for hearing on February 6, 2023. In light of the Parties' agreement to settle the case, Plaintiff's motion was never ruled upon.

On January 31, 2023, the Parties participated in in an all-day mediation presided over by Louis Marlin, a respected mediator of wage and hour class and representative actions. By the conclusion of the mediation, each side, represented by its respective counsel, agreed to a settlement in principle. Ultimately, the Parties' agreement was reduced to writing in the form of the Class and Representative Action Settlement Agreement ("Settlement"). The Court granted preliminary approval of the Settlement on March 18, 2025. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative and the Law Offices of Corbett H. Williams serve as Class Counsel.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant reimbursed all necessary business expenses, did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Six Hundred Forty-Eight Thousand and Eight Hundred and Eighty-Three Dollars and Twenty-Two Cents ($648,883.22) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel's attorneys' fees and costs, Settlement Administration Expenses, the LWDA Payment, and the Class Representative Service Payments to the Plaintiffs.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed $5,250 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than $194,664.97 (30% of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of not more than $20,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to $15,000 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook in doing so.
- PAGA Payment. A payment of $30,000 relating to Plaintiffs' claim under the Private Attorney General's Act ("PAGA"), $22,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining $7,500 will be distributed to Participating Class Members as part of the Net Settlement Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court- approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who **do not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the number of Workweeks worked by the Participating Class Member by the total Workweeks worked by all Participating Class Members.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Settlement Shares paid to individual Participating Class Members will be allocated 50% to wages, subject to payroll withholding and reported on IRS W-2 forms and 50% to damages, penalties, and interest, not subject to payroll withholding and reported on IRS 1099 forms. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment, each of the Participating Class Members shall release all claims alleged in the operative complaints in the Action, or that could have been alleged arising out of or reasonably related to the facts in the operative complaints in the Action or any amendments thereto and which accrued during the Class Period and includes all claims arising out of or relating to the alleged misclassification of Participating Class Members, and any claims based on state, federal, local, or common law for unpaid wages, minimum wages, regular wages, overtime wages, working more than six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction of wages, failure to provide workers' compensation insurance, meal periods, rest breaks, sick leave, final pay, timely payment of wages, waiting time penalties, and unfair business practices. The release shall extend to all forms of relief, including restitution, damages, interest, costs and expenses, attorneys' fees, declaratory relief, injunctive relief, penalties, equitable remedies, and pre or post judgment interest. The release excludes claims for vested benefits, wrongful termination (apart from that of Plaintiff who will execute a general release of claims under Civil Code § 1542), unemployment insurance, disability, workers' compensation, and claims outside of the Release Period, of April 28, 2017, to March 15, 2024.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have «Class_WW» work-weeks worked during the Class Period (April 28, 2017, to March 1, 2024).

Based on this information and the calculations explained above, your estimated Settlement Share is «Class_Amt»

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than **June 6, 2025**. The dispute must be submitted in writing and delivered to the Settlement Administrator at *Burns v. Power Paragon, Inc.*, Case No. 30-2021-01197621-CU-OE-CXC, c/o Phoenix Class Action Administration Solutions., P.O. Box 7208, Orange, CA 92863 or via email at notice@phoenixclassaction.com.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator at (800) 523-5773.

The Court will hold a hearing on July 25, 2025, at 1:30 p.m., to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out."

If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than **June 6, 2025**. The address for the Settlement Administrator is *Burns v. Power Paragon, Inc.*, c/o Phoenix Class Action Administration Solutions., P.O. Box 7208, Orange, CA 92863. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Burns v. Power Paragon, Inc.*, Case No. 30-2021-01197621-CU-OE-CXC." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class. Written requests for exclusion that are postmarked after **June 6, 2025**, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't like the Settlement?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Burns v. Power Paragon, Inc.*, Case No. 30-2021-01197621-CU-OE-CXC. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you must not opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The objections must be delivered or mailed to the Settlement Administrator no later than June 6, 2025. The address for the Settlement Administrator is *Burns v. Power Paragon, Inc.*, Case No. 30-2021-01197621-CU-OE-CXC, c/o Phoenix Class Action Administration Solutions., P.O. Box 7208, Orange, CA 92863

The addresses for the Parties' counsel are as follows:

Class Counsel:
Corbett H. Williams, Esq.
Law Office of Corbett H. Williams
24488 Avenida de la Carlota, Ste. 370
Laguna Hills, CA 92653
Tel: (949) 679-9909
Email: cwilliams@chwilliamslaw.com

Counsel for Defendant:
Rafael G. Nendel-Flores, Esq.
Clark Hill LLP
555 South Flower Street, 24th Floor
Los Angeles, CA 90071
Tel: (213) 891-9100
Email: RNendelflores@ClarkHill.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on July 25, 2025, at 1:30 p.m. at the Orange County Superior Court Civil Complex Center, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701 in Department CX102 before Judge Layne H. Melzer. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to Class Members who desire to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (800) 523-5773 or write to *Burns v. Power Paragon, Inc.*, c/o Phoenix Class Action Administration Solutions., P.O. Box 7208, Orange, CA 92863, or contact Class Counsel at 1-(949) 679-9909.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may review a copy of the operative Second Amended Complaint, Settlement Agreement, Class Notice, and Orders for Preliminary Approval, and upon its entry, the Final Judgment, by visiting the following website: burns-v-power-paragon.phoenixcases.com

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Public Law Center in accordance with Code of Civil Procedure Section 384 in the name of the Participating Class Member. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

CASE ASSUMPTIONS	
Class Members	60
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	59
Subtotal Admin Only	**$5,250.00**

Not-to-Exceed Total $5,250.00

For 60 Members

Pricing Good for Scope of Estimate Only

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

May 19, 2023
Case: Burns v. Power Paragon, Inc., Opt-Out Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Party: Corbett H. Williams
Firm: Law Offices of Corbett H. Williams
Contact Number: (949) 679-9909
Email: cwilliams@chwilliamslaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **60** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of $150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$95.28	1	$95.28
Call Center & Long Distance	$2.00	6	$12.00
NCOA (USPS)	$15.00	1	$15.00
		Total	**$522.28**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$100.00	2	$200.00
Data Merge & Duplication Scrub	$0.15	60	$9.00
Notice Packet & Opt-Out Form	$2.00	60	$120.00
Estimated Postage (up to 2 oz.)*	$0.64	60	$38.40
		Total	**$367.40**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$2.00	12	$24.00
Remail Notice Packets	$2.00	12	$24.00
Estimated Postage	$0.64	12	$7.68
Programming Undeliverables	$50.00	2	$100.00
		Total	**$265.68**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$150.00	1	$150.00
Non Opt-Out Processing	$150.00	1	$150.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	2	$170.00
		Total	**$610.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$125.00	2	$250.00
Check Run Setup & Printing	$125.00	2	$250.00
Mail Class Checks *	$2.00	59	$118.80
Estimated Postage	$0.64	59	$38.02
		Total	**$1,346.82**

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

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CLASS ACTION ADMINISTRATION SOLUTIONS

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	12	$17.82
Case Associate	$55.00	4	$220.00
Reconcile Uncashed Checks	$75.00	2	$150.00
Conclusion Reports	$100.00	2	$200.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	2	$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$850.00	1	$850.00
		Total	**$2,137.82**

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

Estimate Total:	**$5,250.00**

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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.