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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

CHRIS N. DILLER, EDWARD SANDOVAL,	)	CASE NO. 34-2020-00281372
and ISRAEL CRUZ CHAN, on behalf of	)	
themselves and all others similarly situated;	)	CLASS ACTION
	)	
Plaintiffs,	)	DECLARATION OF KEVIN LEE
vs.	)	REGARDING NOTICE AND
	)	SETTLEMENT ADMINISTRATION
GOLDEN STATE SUPPLY LLC, a Nevada	)	
Limited Liability Company; WORLDWIDE	)	Date: September 29, 2023
AUTO PARTS, INC., a Corporation; and	)	Time: 9:00 a.m.
DOES 1-100, Inclusive,	)	Dept.: 27
	)	Judge: Hon. Jill Talley

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Defendants.

)
) Complaint filed: July 1, 2020
) Trial Date: None
)
) **UNLIMITED CIVIL CASE**
)
)

DECLARATION OF KEVIN LEE

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 *Diller, et al. v. Golden State Supply LLC, et al.* (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 Joint Stipulation of Class Action 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 July 1, 2016 to December 31, 2021 (“Class Period”) and the number of workweeks that each Aggrieved Employee worked during the time period from July 1, 2019 to December 31, 2021 (“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 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 Enhancement Payments Plaintiffs, 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 May 12, 2023, 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 two thousand eight hundred eighty-four (2,884) individuals identified as Class Members.

4. On June 7, 2023, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On June 7, 2023, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all two thousand eight hundred eighty-four (2,884) 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, fifty-three (53) Notices have been returned to Phoenix. None were returned with a forwarding address. For the fifty-three (53) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the fifty-three (53) Notices that were skip traced, fifty-three (53) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, no Notices are considered undeliverable.

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

9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was July 22, 2023.

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

11. There are two thousand eight hundred eighty-four (2,884) 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 two hundred seventy-six thousand one hundred sixty-four (276,164) Workweeks during the Class Period. Each Workweek is valued at approximately \$3.64.

12. The Net Settlement Amount of \$1,004,387.57 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$566,666.67), and Class Counsel costs (\$16,195.76), requested Enhancement Payments to Plaintiffs Diller, Sandoval, and Chan for \$5,000.00 each (totaling \$15,000.00), the PAGA Amount payable to the LWDA (\$60,000.00), and the requested Settlement Administration Costs (\$17,750.00 of the total \$29,000.00, as explained in section 16, from the Gross Settlement Amount (\$1,700,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately \$1,043.80, the lowest Individual Settlement Payment to be paid is approximately \$0.51, while the average Individual Settlement Payment to be paid is approximately \$348.26. Settlement Class Members will be issued payment of their Individual Settlement Payments subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

14. Additionally, \$80,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$60,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$20,000.00, 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 two thousand one hundred eighty-five (2,185) Aggrieved Employees who worked a total of one hundred thirty-three thousand six hundred fourteen (133,614) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$19.54, and the average Individual PAGA Payment to be paid is approximately \$9.15.

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

16. Phoenix's costs associated with the administration of this matter are \$29,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the

1 settlement distribution. The Settlement Agreement allocates \$17,750.00 be paid from the Gross
2 Settlement Amount for administration expenses. Due to an unanticipated increase in the number
3 of Class Members, Defendant has agreed to fund the balance of \$11,250.00 in addition to the
4 Gross Settlement Amount. A true and correct copy of the invoice from Phoenix is attached hereto
5 as **Exhibit B**.

6
7 I declare under penalty of perjury of the laws of the State of California that the foregoing
8 is true and correct.

9 Executed this 6th day of September 2023, at Orange, California.

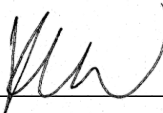
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12 _____
13 KEVIN LEE

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

CHRIS DILLER, et al. v. GOLDEN STATE SUPPLY LLC, et al.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO (Case No. 34-2020-00281372)

READ THIS NOTICE CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION ABOUT A PROPOSED CLASS ACTION SETTLEMENT AND YOUR RIGHTS AS A CLASS MEMBER.

A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION.

Judge Jill Talley, Judge of the Superior Court of the State of California, County of Sacramento (the “Court”), has preliminarily approved a class action settlement (the “Settlement”) that certifies a class for settlement purposes of all persons employed by Golden State Supply LLC or Worldwide Auto Parts, Inc. (collectively “Defendants”), who work in any non-exempt hourly paid position at any Carquest branded retail location and/or Distribution Centers in California, at any time between from July 1, 2016 to December 31, 2021 (the “Class Period”), and allegedly were not provided meal and rest periods, allegedly not paid earned wages and overtime, allegedly not provided accurate wage statements, and allegedly not reimbursed for necessary work related expenditures (individually, the “Class Members,” and taken together, the “Class”). The Settlement provides for all Class Members who participate in the Settlement to receive a portion of a total settlement payment of \$1,700,000.

Judge Jill Talley will conduct a hearing to determine if the settlement agreement reached in the case (“Settlement Agreement”) is acceptable and if the Settlement Agreement should be finally approved (the “Final Approval Hearing”).

You are receiving this Notice because Defendants’ records reflect that you were employed by Defendants as a non-exempt hourly employee during the period of time from July 1, 2016 to December 31, 2021.

YOU SHOULD READ THIS NOTICE CAREFULLY AS YOUR LEGAL RIGHTS MAY BE AFFECTED AND YOU HAVE A CHOICE TO MAKE REGARDING THE SETTLEMENT. THIS NOTICE ADVISES YOU OF HOW YOU CAN PARTICIPATE IN THE SETTLEMENT, OR, ALTERNATIVELY, HOW YOU CAN EXCLUDE YOURSELF FROM THE SETTLEMENT.

If you have questions about this Notice or the Class Action contact Class Counsel:

Matthew Schoech, Esquire
Schoech Law Group, PC
3511 Del Paso Rd., Ste. 160 PMB 227
Sacramento, California 95835
Telephone: (916) 569-1940
Facsimile: (916) 569-1939
matt@norcallawfirm.com

Farzad Rastegar, Esquire
Rastegar Law Group, Apc
22760 Hawthorne Boulevard, Suite 200
Torrance, California 90505
Telephone: (310) 961-9600
Facsimile: (310) 961-9094
farzad@rastegarlawgroup.com

YOUR LEGAL RIGHTS AND OPTIONS

TO PARTICIPATE IN THE SETTLEMENT:	If you wish to participate in the Settlement and receive a settlement payment, <i>you need not do anything.</i> If the Settlement is approved at the Final Approval Hearing, and you do not “opt out,” payment will be distributed to you within fifty (50) days after the Settlement Effective Date. By participating in the Settlement, you will be bound by the Settlement Agreement, including the release and discharge of the Released Parties (as defined below).
TO BE EXCLUDED FROM THE SETTLEMENT:	If you wish to be excluded from or “opt out” of the Settlement, you must timely file a Request for Exclusion. You will <i>not</i> be bound by the terms of the Settlement and will <i>not</i> receive any potential proceeds from the Settlement Agreement except with respect to the claims under Labor Code section 2698 <i>et seq.</i> (“PAGA”). You <i>will not</i> give up any rights you may have (except you will have released claims under PAGA).

IMPORTANT DEADLINES

YOUR DEADLINE TO FILE A NOTICE OF OBJECTION TO FINAL APPROVAL OF THE SETTLEMENT, TO DISPUTE THE CALCULATION OF YOUR SETTLEMENT PAYMENT, OR TO OPT OUT OF THIS SETTLEMENT IS JULY 22, 2023 (FORTY-FIVE (45) CALENDAR DAYS FROM THE MAILING OF THE CLASS NOTICE).

FREQUENTLY ASKED QUESTIONS

1. What is the purpose of this Notice?

The purpose of this Notice is to explain the proposed Settlement and inform you of your rights as a Class Member, including:

- How to receive your portion of the Settlement Payment and be bound by the Settlement;
- Your right to file an objection to the Settlement and be heard at the Fairness Hearing; and
- Your right to be excluded from, or opt out of, the Settlement and not be bound by the Settlement.

2. What is the Litigation about?

The Sacramento County Superior Court is in charge of the case. The lawsuit is known as *Chris Diller, et al. v. Golden State Supply, LLC, et al.*, Case No. 34-2020-00281372. The lawsuit alleges that Defendants failed to provide meal periods, failed to provide rest periods, failed to pay earned wages, to provide accurate wage statements to employees, failed to reimburse employees for necessary work related expenditures, and violated California's unfair competition law.

On October 31, 2022 at 9:00 am in Department 25 of the Superior Court of California, County of Sacramento, the Court held a hearing where it provisionally approved the terms of the proposed Settlement, found that this case can fairly be settled on a class basis, approved this Notice, and scheduled a hearing where the Court will consider whether to grant "final approval" of the proposed Settlement.

The Court decided that all current and former delivery drivers of Defendant in California from July 1, 2016, to December 31, 2021 are Class Members for purposes of the Settlement.

3. What are the terms and benefits of the Proposed Settlement?

Under the proposed Settlement, Defendants agree to pay \$1,700,000.00 (the "Gross Settlement Amount") to resolve Settlement Class Members' claims in addition to all applicable payroll taxes. The Gross Settlement Amount includes: (a) expenses and fees of the Claims Administrator in an amount up to \$17,500.00; (b) an Enhancement Payment of up to \$5,000.00 to each Class Representative (Diller, Sandoval, and Cruz Chan); (c) attorneys' fees in the amount of \$566,610.00 to Class Counsel; and (d) litigation costs in an amount of no more than \$17,500.00 to Class Counsel. The Court must approve these payments at the Final Approval Hearing. After these payments are made, the remaining portion of the Gross Settlement Amount (the "Net Settlement Amount") will be paid to Class Members.

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. See the information provided in answer to Question 12 if you want to find out how to exclude yourself from the Class.

Unless you exclude yourself, you will release all claims, demands, rights, liabilities, and any causes of action, whether known or unknown, arising from the claims alleged in this lawsuit, including, the failure to provide meal periods, the failure to provide rest periods, failure to pay earned wages and overtime, failure to reimburse for necessary work related expenditures, and the failure to provide accurate itemized pay statements in violation of the California Labor Code, applicable Wage Order(s), and the California Business and Professions Code section 17200 *et seq.*

4. What am I giving up in exchange for the settlement benefits?

If you do not validly exclude yourself from the Settlement, upon the date on which Defendants fully fund the Settlement Amount, you will release Defendants and all related parties or any other parties who could be responsible for any claims while working for Defendants during the Class Period (“Released Parties”) from all claims that arose during the Class Period and that were pled in the operative Complaint or that could have been pled based on the allegations set forth in the operative Complaint, including any and all claims under state, federal or local law, whether statutory, common law or administrative, including, but not limited to, claims for failure to pay earned wages, failure to pay minimum wage, failure to pay overtime compensation, failure to provide meal breaks, failure to provide rest breaks, failure to provide accurate wage statements, failure to timely pay final wages, and unfair competition and all other alleged violations of the UCL including, but not limited to, injunctive relief, liquidated damages, penalties of any nature, interest, fees, and costs (the “Released Claims”).

You can talk to one of the lawyers listed above for free or you can talk to your own lawyer if you have questions about the Released Claims and what they mean. You may also get the full legal text of the releases by which you will bound by calling those lawyers or the Settlement Administrator.

5. PAGA SETTLEMENT AND RELEASE

Subject to final Court approval, the parties have agreed to allocate a total of \$80,000 (the “PAGA Settlement”) of the Settlement Amount to resolve Plaintiffs’ PAGA claim. Pursuant to PAGA, 75% of the PAGA Settlement will be paid to the California Labor and Workforce Development Agency (“LWDA”) and 25% will be paid to Settlement Class Members who worked for Defendants between July 1, 2019 to December 31, 2021.

Upon the date on which the payment of the Settlement Amount is made by Defendants, all PAGA Employees shall be deemed to have released their respective PAGA claims against the Released Parties, which include any and all claims under the PAGA against the Released Parties that arose during the PAGA Period and that were pled in the operative Complaint or that could have been pled based on the factual allegations set forth in the operative Complaint and/or Plaintiff’s PAGA notice to the LWDA, including, but not limited to, claims for failure to pay earned wages, failure to pay minimum wage, failure to pay overtime compensation, failure to provide meal breaks, failure to provide rest breaks, failure to provide accurate wage statements, failure to timely pay final wages. This includes, but is not limited to, claims for violation of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1198, 2802, and 2699.5.

There is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Settlement and the associated release of claims and rights under PAGA.

6. How can I participate in the Proposed Settlement?

You do not need to do anything to participate in the Settlement. You have been identified as a Class Member based upon Raley’s records, and you will receive payment in connection with the Settlement provided you do not request exclusion from this Settlement. **However, it is important that if you choose to participate in the Settlement, you DO NOT submit a Request for Exclusion Form.**

7. How will my portion of the Settlement Payment be calculated if I participate in the Settlement?

The portion of the Settlement Amount to be paid to you, «First_Name» «Last_Name», is based in part on the number of workweeks that you actively worked for Defendants as a non-exempt hourly employee during the Class Period and your hourly rate as compared to the total number of workweeks actively worked by all Class Members for the same period. Your workweeks worked were determined from Defendant’s records.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement, based upon the information described above, your share of the Net Settlement Amount is estimated as follows: «ESA_Before_Paga». This is based on Defendants’ records, which show you worked «Total_Weeks» workweeks during the Class Period.

If you believe the number of workdays listed above are incorrect, you may contact the Claims Administrator in writing at P.O. Box 7208, Orange, CA 92863 by July 22, 2023 and explain the nature of your dispute and provide any supporting documentation regarding your disagreement with the workdays listed above. Your written communication to the Claims Administrator must be signed. Any evidence you submit will be carefully considered by Defendant and/or Class Counsel, and, if necessary, the Claims Administrator or the Court may make a final determination.

In the event that any taxing body determines that additional taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of any such taxes and agrees to indemnify, defend and hold Defendants harmless for the payment of such taxes, any failure to withhold, and any penalties associated therewith.

The amount of your individual settlement award reflected in this notice is just an estimate. Your payment may be higher or lower, depending on the Court's rulings.

Payments to Class Members will be distributed within fifty (50) days after the Final Approval Date of the Settlement Agreement.

8. How can I exclude myself from, or opt out of, the Proposed Settlement?

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue Defendant, at your own expense about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement.

To exclude yourself from the Settlement, you must send a letter stating that you want to be excluded from the *Diller v. Golden State Supply LLC Class Action Settlement* and that you understand that by doing so you will not receive any money from the settlement. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than July 22, 2023 to:

Diller v. Golden State Supply LLC Class Action
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

If you submit a Request for Exclusion that is not received by July 22, 2023, your Request for Exclusion will be rejected, you will remain a Class Member, and you will be bound by the release of claims and all other terms of the Settlement.

You may not exclude yourself from the PAGA payment.

9. When is the Fairness Hearing to Approve the Settlement?

The Court has preliminarily concluded that the Settlement is fair, adequate, and reasonable and that the proposed distribution of the Settlement Payment is fair, adequate, and reasonable.

A Fairness Hearing will be held to determine whether final approval of the Settlement Agreement should be granted. At the Fairness Hearing the Court will hear timely Objections, if any. The Fairness Hearing will take place on **September 29, 2023 at 9:00 am** or as soon thereafter as reasonably practicable, before the Honorable Jill Talley, Judge of the Superior Court of the State of California, 813 6th Street, Sacramento, CA 95814. The Fairness Hearing may be adjourned without further notice. YOU MAY, BUT ARE NOT OBLIGATED TO, ATTEND THE FAIRNESS HEARING.

10. How can I object to the proposed Settlement?

If you want to object to the final approval of the Settlement Agreement, you must file a Notice of Objection, in writing, setting forth your name, current address, telephone number, and the basis for your objection, clearly specifying the relief sought and the grounds for such relief. Any Notice of Objection and any supporting briefs or other materials must be: (a) filed with the Court **so as to be received on or before July 22, 2023** (the “Objection Deadline”); and (b) mailed, via First Class U.S. Mail, to (i) Class Counsel (at the address set forth herein) and (ii)

counsel for the Defendant, Adam Y. Siegel, Jackson Lewis, PC, 725 South Figueroa Stret, Ste. 2500, Los Angeles, CA 90017.

If no Notices of Objection are submitted by the Objection Deadline in accordance with this Notice, the Court may grant final approval of the Settlement Agreement without further notice or hearing.

If you do not opt out of the Settlement, you will be bound by the terms of the Settlement Agreement.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you. You have 45 days from June 7, 2023, until July 22, 2023, to object or exclude yourself from the class.

12. What if I dispute the amount of my payment?

If you dispute the amount of payment under the Settlement, you should send notice of this dispute by First Class U.S. Mail to:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

This notice should include any documentation and other information that you believe supports your claim that Raley's records are incorrect with respect to the amount of unpaid overtime you worked for Defendant during the Class Period. The Claims Agent will consider this information and contact you with respect to this dispute. The records of Defendant will be determinative unless you have supporting documentation to the contrary.

13. What if I have more questions?

If you have questions about this Notice, or want additional information, you should contact Class Counsel at the following address:

Matthew Schoech, Esquire
Schoech Law Group, PC
3511 Del Paso Rd., Ste. 160 PMB 227
Sacramento, California 95835
Telephone: (916) 569-1940
Facsimile: (916) 569-1939
matt@norcallawfirm.com

Farzad Rastegar, Esquire
Rastegar Law Group, Apc
22760 Hawthorne Boulevard, Suite 200
Torrance, California 90505
Telephone: (310) 961-9600
Facsimile: (310) 961-9094
farzad@rastegarlawgroup.com

Or you may contact the Court-appointed Claims Administrator for this Settlement is as follows:

Diller v. Golden State Supply LLC Class Action
Phoenix Class Action Administration Solutions
PO Box 7208
Orange, California 92863
Telephone: (800) 523-5773

You should not contact the Court or counsel for Defendant.

A copy of the Settlement Agreement, the Joint Motion for Approval of the Settlement and other related documents filed with the Court may be examined by any party in interest: (i) between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding federal holidays, at the Office of the Clerk, Case No. 34-2020-00281372, Superior Court of California for the County of Sacramento, 720 Ninth Street, Sacramento, CA 95814 or (ii) may be obtained by telephonic request to Phoenix Settlement Administrators at (800) 523-5773.

NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA
CHRIS DILLER, et al. contra GOLDEN STATE SUPPLY LLC, et al.

TRIBUNAL SUPERIOR DE CALIFORNIA, CONDADO DE SACRAMENTO (Caso n° 34-2020-00281372)

LEA ATENTAMENTE ESTE AVISO, YA QUE CONTIENE INFORMACIÓN IMPORTANTE SOBRE UNA PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA Y SOBRE SUS DERECHOS COMO MIEMBRO DE LA DEMANDA COLECTIVA.

UN TRIBUNAL HA AUTORIZADO ESTE AVISO. ESTO NO ES UNA SOLICITUD.

La Jueza Jill Talley, Jueza del Tribunal Superior del Estado de California, Condado de Sacramento (el "Tribunal"), ha aprobado de manera preliminar un acuerdo de demanda colectiva (el "Acuerdo") que certifica una clase a los fines del acuerdo de todas las personas empleadas por Golden State Supply LLC o Worldwide Auto Parts, Inc. (colectivamente "Demandados"), que trabajen en cualquier puesto no exento remunerado por hora en cualquier establecimiento minorista de la marca Carquest y/o Centros de Distribución en California, en cualquier momento entre el 1 de julio de 2016 y el 31 de diciembre de 2021 (el "Período de la Clase"), y a quienes supuestamente no se les proporcionaron períodos de comida y descanso, supuestamente no se les pagaron salarios devengados y horas extras, supuestamente no se les proporcionaron declaraciones salariales precisas, y supuestamente no se les reembolsaron los gastos necesarios relacionados con el trabajo (individualmente, los "Miembros de la Clase", y tomados en conjunto, la "Clase"). El Acuerdo prevé que todos los Miembros de la Clase que participen en el Acuerdo reciban una parte de un pago total del acuerdo de \$1,700,000.

La juez Jill Talley celebrará una audiencia para determinar si el acuerdo alcanzado en el caso ("Acuerdo de liquidación") es aceptable y si el Acuerdo de liquidación debe ser aprobado definitivamente (la "Audiencia de aprobación definitiva").

Usted está recibiendo este Aviso porque los registros de los Demandados reflejan que usted fue empleado por los Demandados como empleado por hora no exento durante el período de tiempo comprendido entre el 1 de julio de 2016 y el 31 de diciembre de 2021.

DEBE LEER ESTE AVISO DETENIDAMENTE YA QUE SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS Y TIENE QUE TOMAR UNA DECISIÓN CON RESPECTO AL ACUERDO. ESTE AVISO LE INFORMA DE CÓMO PUEDE PARTICIPAR EN EL ACUERDO O, ALTERNATIVAMENTE, DE CÓMO PUEDE EXCLUIRSE DEL MISMO.

Si tiene alguna pregunta sobre esta Notificación o sobre la Demanda Colectiva, póngase en contacto con los Abogados de la Demanda Colectiva:

Matthew Schoech, Esquire
Schoech Law Group, PC
3511 Del Paso Rd., Ste. 160 PMB 227
Sacramento, California 95835
Teléfono: (916) 569-1940
Fax: (916) 569-1939
matt@norcallawfirm.com

Farzad Rastegar, Esquire
Rastegar Law Group, Apc
22760 Hawthorne Boulevard, Suite 200
Torrance, California 90505
Teléfono: (310) 961-9600
Fax: (310) 961-9094
farzad@rastegarlawgroup.com

SUS DERECHOS Y OPCIONES LEGALES

PARTICIPAR EN EL ACUERDO:	Si desea participar en el Acuerdo y recibir un pago del mismo, no es necesario que haga nada. Si el Acuerdo es aprobado en la Audiencia de Aprobación Definitiva, y usted no se "excluye", el pago le será distribuido dentro de los cincuenta (50) días siguientes a la Fecha de Entrada en Vigor del Acuerdo. Al participar en el Acuerdo, usted quedará vinculado por el Acuerdo de Liquidación, incluyendo la liberación y exoneración de las Partes Exoneradas (según se definen más adelante).
EXCLUIRSE DEL ACUERDO:	Si desea ser excluido o "optar por no participar" en el Acuerdo, debe presentar oportunamente una Solicitud de Exclusión. Usted no estará obligado por los términos del Acuerdo y no recibirá ningún producto potencial del Acuerdo, excepto con respecto a las reclamaciones en virtud de la sección 2698 y siguientes del Código Laboral ("PAGA"). Usted no renunciará a ningún derecho que pueda tener (excepto que habrá liberado las reclamaciones en virtud de PAGA).

PLAZOS IMPORTANTES

SU FECHA LÍMITE PARA PRESENTAR UNA NOTIFICACIÓN DE OBJECIÓN A LA APROBACIÓN DEFINITIVA DEL ACUERDO, PARA IMPUGNAR EL CÁLCULO DE SU PAGO DEL ACUERDO O PARA OPTAR POR NO PARTICIPAR EN ESTE ACUERDO ES EL 22 DE JULIO DE 2023 (CUARENTA Y CINCO (45) DÍAS NATURALES A PARTIR DEL ENVÍO POR CORREO DE LA NOTIFICACIÓN COLECTIVA).

PREGUNTAS MÁS FRECUENTES

1. ¿Cuál es la finalidad de este Aviso?

El propósito de este Aviso es explicar el Acuerdo propuesto e informarle de sus derechos como Miembro de la Clase, incluyendo:

- Cómo recibir su parte del Pago del Acuerdo y quedar vinculado por el Acuerdo;
- Su derecho a presentar una objeción al Acuerdo y a ser oído en la Audiencia de Imparcialidad; y
- Su derecho a ser excluido o a optar por no participar en el Acuerdo y a no quedar vinculado por el mismo.

2. ¿De qué trata el litigio?

El Tribunal Superior del Condado de Sacramento es el encargado del caso. La demanda se conoce como *Chris Diller, et al. contra Golden State Supply, LLC, et al.*, Caso n° 34-2020-00281372. La demanda alega que los demandados no proporcionaron periodos de comida, no proporcionaron periodos de descanso, no pagaron los salarios devengados, no proporcionaron declaraciones salariales precisas a los empleados, no reembolsaron a los empleados los gastos necesarios relacionados con el trabajo y violaron la ley de competencia desleal de California.

El 31 de octubre de 2022 a las 9:00 a.m. en el Departamento 25 del Tribunal Superior de California, Condado de Sacramento, el Tribunal celebró una audiencia en la que aprobó provisionalmente los términos del Acuerdo propuesto, determinó que este caso puede resolverse equitativamente sobre una base colectiva, aprobó este Aviso y programó una audiencia en la que el Tribunal considerará si otorga la "aprobación final" del Acuerdo propuesto.

El Tribunal decidió que todos los conductores de reparto actuales y anteriores del Demandado en California desde el 1 de julio de 2016 hasta el 31 de diciembre de 2021 son Miembros de la Clase a efectos del Acuerdo.

3. ¿Cuáles son los términos y beneficios del Acuerdo propuesto?

En virtud del Acuerdo propuesto, los Demandados aceptan pagar \$1,700,000.00 (el "Importe bruto del Acuerdo") para resolver las reclamaciones de los Miembros del Grupo del Acuerdo, además de todos los impuestos sobre nóminas aplicables. El Monto Bruto del Acuerdo incluye: (a) gastos y honorarios del Administrador de reclamaciones por un importe de hasta \$17,500.00; (b) un Pago de mejora de hasta \$5,000.00 a cada Representante del grupo (Diller, Sandoval y Cruz Chan); (c) honorarios de abogados por un importe de \$566,610.00 a los Abogados del grupo; y (d) costas procesales por un importe no superior a \$17,500.00 a los Abogados del grupo. El Tribunal deberá aprobar estos pagos en la Audiencia de Aprobación Definitiva. Una vez efectuados estos pagos, la parte restante del Importe Bruto del Acuerdo (el "Importe Neto del Acuerdo") se pagará a los Miembros del Grupo.

A menos que se excluya, usted permanecerá en la Clase, y eso significa que no podrá demandar, continuar demandando o ser parte de ninguna otra demanda contra los Demandados sobre las cuestiones legales de *este* caso. También significa que todas las órdenes del Tribunal se aplicarán a usted y le vincularán legalmente. Consulte la información proporcionada en respuesta a la pregunta 12 si desea averiguar cómo excluirse del grupo de demandantes.

A menos que se excluya, usted liberará todas las reclamaciones, demandas, derechos, responsabilidades y cualquier causa de acción, ya sea conocida o desconocida, que surja de las reclamaciones alegadas en esta demanda, incluyendo, el no proporcionar periodos de comida, el no proporcionar periodos de descanso, el no pagar los salarios devengados y las horas extras, el no reembolsar los gastos necesarios relacionados con el trabajo, y el no proporcionar declaraciones de pago detalladas precisas en violación del Código Laboral de California, Orden(es) Salarial(es) aplicable(s), y el Código de Negocios y Profesiones de California sección 17200 y siguientes.

4. ¿A qué estoy renunciando a cambio de los beneficios del acuerdo?

Si usted no se excluye válidamente del Acuerdo, en la fecha en que los Demandados financien totalmente el Monto del Acuerdo, usted liberará a los Demandados y a todas las partes relacionadas o a cualquier otra parte que pudiera ser responsable de cualquier reclamo mientras trabajaba para los Demandados durante el Período de la Clase ("Partes Liberadas") de todos los reclamos que surgieron durante el Período de la Clase y que fueron alegados en la Demanda operativa o que podrían haber sido alegados en base a las acusaciones establecidas en la Demanda operativa, incluyendo todos y cada uno de los reclamos en virtud de la ley estatal, federales o locales, ya sean estatutarias, de derecho consuetudinario o administrativas, incluyendo, pero sin limitarse a, reclamaciones por incumplimiento en el pago de salarios devengados, incumplimiento en el pago del salario mínimo, incumplimiento en el pago de compensación por horas extras, incumplimiento en la provisión de pausas para comer, incumplimiento en la provisión de pausas de descanso, incumplimiento en la provisión de declaraciones salariales precisas, incumplimiento en el pago oportuno de salarios finales y competencia desleal y todas las demás presuntas violaciones de la UCL incluyendo, pero sin limitarse a, medidas cautelares, daños liquidados, sanciones de cualquier naturaleza, intereses, honorarios y costos (las "Reclamaciones Liberadas").

Puede hablar con uno de los abogados mencionados más arriba de forma gratuita o puede hablar con su propio abogado si tiene preguntas sobre las Reclamaciones Exoneradas y lo que significan. También puede obtener el texto legal completo de las exoneraciones por las que quedará obligado llamando a dichos abogados o al Administrador del Acuerdo.

5. ACUERDO Y LIBERACIÓN DE PAGA

Sujeto a la aprobación final del Tribunal, las partes han acordado asignar un total de \$80,000 (el "Acuerdo PAGA") del Monto del Acuerdo para resolver la reclamación PAGA de los Demandantes. De conformidad con PAGA, el 75% del Acuerdo PAGA se pagará a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California ("LWDA") y el 25% se pagará a los Miembros de la Clase del Acuerdo que trabajaron para los Demandados entre el 1 de julio de 2029 hasta el 31 de diciembre de 2021.

En la fecha en que los Demandados efectúen el pago del Monto del Acuerdo, se considerará que todos los Empleados PAGA han renunciado a sus respectivas reclamaciones PAGA contra las Partes Exoneradas, que incluyen todas y cada una de las reclamaciones en virtud de la PAGA contra las Partes Exoneradas que surgieron durante el Período PAGA y que fueron alegadas en la Demanda operativa o que podrían haber sido alegadas sobre la base de las alegaciones de hecho establecidas en la Demanda operativa y/o la notificación PAGA del Demandante a la LWDA, incluyendo, pero no limitado a, reclamos por falta de pago de salarios devengados, falta de pago del salario mínimo, falta de pago de compensación por horas extras, falta de provisión de pausas para comer, falta de provisión de pausas de descanso, falta de provisión de declaraciones salariales precisas, falta de pago oportuno de salarios finales. Esto incluye, pero no se limita a, reclamaciones por violación de las secciones 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1198, 2802 y 2699.5 del Código Laboral de California.

No existe ningún derecho estatutario para que ningún Empleado PAGA opte por no participar o excluirse de otro modo del Acuerdo PAGA y la liberación asociada de reclamaciones y derechos en virtud de PAGA.

6. ¿Cómo puedo participar en el Acuerdo Propuesto?

No necesita hacer nada para participar en el Acuerdo. Se le ha identificado como Miembro del Grupo basándose en los registros de Raley, y recibirá el pago en relación con el Acuerdo siempre que no solicite la exclusión de este Acuerdo. **Sin embargo, es importante que si decide participar en el Acuerdo, NO presente un Formulario de Solicitud de Exclusión.**

7. ¿Cómo se calculará mi parte del pago del Acuerdo si participo en el Acuerdo?

La porción del Monto del Acuerdo que se le pagará a usted, «First_Name» «Last_Name», se basa en parte en el número de semanas laborales que trabajó activamente para los Demandados como empleado por hora no exento durante el Período de la Clase y su tarifa por hora en comparación con el número total de semanas laborales trabajadas activamente por todos los Miembros de la Clase durante el mismo período. Sus semanas laborales trabajadas se determinaron a partir de los registros de los Demandados.

Aunque su parte exacta del Importe Neto del Acuerdo no puede calcularse con precisión hasta que haya transcurrido el tiempo durante el cual las personas pueden objetar o solicitar su exclusión del Acuerdo, basándonos en el información descrito anteriormente, su parte del Importe Neto del Acuerdo se estima como sigue: «ESA_Before_Paga». Esto se basa

en los registros de los Demandados, que muestran que usted trabajó «Total_Weeks» semanas laborales durante el Periodo de la Demanda Colectiva.

Si cree que el número de días laborables enumerados anteriormente es incorrecto, puede ponerse en contacto con el Administrador de Reclamaciones por escrito en, P.O. Box 7208, Orange, CA 92863 antes del 22 de julio de 2023 y explicar la naturaleza de su disputa y proporcionar cualquier documentación de apoyo relativa a su desacuerdo con los días laborables enumerados anteriormente. Su comunicación escrita al Administrador de Reclamaciones debe estar firmada. Cualquier prueba que presente será considerada cuidadosamente por el Demandado y/o los Abogados del Grupo y, si es necesario, el Administrador de Reclamaciones o el Tribunal podrán tomar una determinación final.

En caso de que cualquier organismo fiscal determine que se adeudan impuestos adicionales a cualquier Miembro del Grupo del Acuerdo, dicho Miembro del Grupo del Acuerdo asume toda la responsabilidad por el pago de dichos impuestos y acuerda indemnizar, defender y eximir de responsabilidad a los Demandados por el pago de dichos impuestos, cualquier omisión de retención y cualquier sanción asociada a los mismos.

El importe de su indemnización individual reflejado en esta notificación es sólo una estimación. Su pago puede ser mayor o menor, dependiendo de las resoluciones del Tribunal.

Los pagos a los Miembros del Grupo se distribuirán dentro de los cincuenta (50) días siguientes a la Fecha de Aprobación Definitiva del Acuerdo de Liquidación.

8. ¿Cómo puedo excluirme u optar por no participar en el Acuerdo propuesto?

Si no desea recibir un pago de este Acuerdo, pero quiere conservar el derecho a demandar o seguir demandando al Demandado, a sus expensas sobre las cuestiones legales de este caso, entonces debe tomar medidas para excluirse. A esto se le llama excluirse - o a veces se le denomina "optar por salir" del Acuerdo.

Para excluirse del Acuerdo, debe enviar una carta indicando que desea ser excluido del *Acuerdo de Demanda Colectiva Diller v. Golden State Supply LLC* y que comprende que al hacerlo no recibirá ningún dinero del acuerdo. Asegúrese de incluir su nombre, dirección, número de teléfono y su firma. Debe enviar por correo su solicitud de exclusión con matasellos no posterior al 22 de julio de 2023 a:

Diller contra Golden State Supply LLC Demanda colectiva
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773

Si presenta una Solicitud de Exclusión que no se reciba antes del 22 de julio de 2023, su Solicitud de Exclusión será rechazada, seguirá siendo Miembro del Grupo y quedará vinculado por la exención de reclamaciones y todos los demás términos del Acuerdo.

No puede excluirse del pago de la PAGA.

9. ¿Cuándo es la audiencia de equidad para aprobar el acuerdo?

El Tribunal ha concluido preliminarmente que el Acuerdo es justo, adecuado y razonable y que la distribución propuesta del Pago del Acuerdo es justa, adecuada y razonable.

Se celebrará una Audiencia de Equidad para determinar si debe concederse la aprobación definitiva del Acuerdo de Liquidación. En la Audiencia de Equidad, el Tribunal escuchará las objeciones oportunas, si las hubiera. La Audiencia de Equidad tendrá lugar el **29 de septiembre de 2023 a las 9:00 am** o tan pronto como sea razonablemente posible, ante la Honorable Jill Talley, Jueza del Tribunal Superior del Estado de California, 813 6th Street, Sacramento, CA 95814. La Audiencia de Equidad podrá ser aplazada sin previo aviso. **USTED PUEDE, PERO NO ESTÁ OBLIGADO A, ASISTIR A LA AUDIENCIA DE IMPARCIALIDAD.**

10. ¿Cómo puedo oponerme al Acuerdo propuesto?

Si desea presentar una objeción a la aprobación definitiva del Acuerdo de liquidación, deberá presentar una Notificación de objeción, por escrito, en la que conste su nombre, dirección actual, número de teléfono y el fundamento de su objeción, especificando claramente la reparación solicitada y los motivos de la misma. Cualquier Notificación de objeción y cualquier escrito de apoyo u otros materiales deben ser: (a) presentados ante el Tribunal **para ser recibidos el 22 de julio de 2021 o antes** (la "Fecha límite de objeción"); y (b) enviados, por correo de primera clase de EE.UU., a (i) el Abogado del grupo (a

la dirección aquí indicada) y (ii) el abogado del demandado, Adam Y. Siegel, Jackson Lewis, PC, 725 South Figueroa Street, Ste. 2500, Los Angeles, CA 90017.

Si no se presentan Notificaciones de Objeción antes de la Fecha Límite de Objeción de conformidad con esta Notificación, el Tribunal podrá conceder la aprobación definitiva del Acuerdo de Liquidación sin más notificación ni audiencia.

Si no opta por no participar en el Acuerdo, quedará obligado por los términos del mismo.

11. ¿Cuál es la diferencia entre objetar y excluir?

Objetar es simplemente decirle al Tribunal que no le gusta algo del Acuerdo. Sólo puede objetar si permanece en el Grupo. Excluirse es decirle al Tribunal que no quiere formar parte del Grupo. Si se excluye, no puede objetar porque el caso ya no le afecta. Tiene 45 días a partir del 7 de junio de 2023 hasta el 22 de julio de 2023 para objetar o excluirse del grupo de demandantes.

12. ¿Qué ocurre si impugno el importe de mi pago?

Si impugna el importe del pago en virtud del Acuerdo, deberá enviar una notificación de esta impugnación por correo de primera clase de EE.UU. a:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Esta notificación debe incluir cualquier documentación y otra información que usted crea que apoya su reclamación de que los registros de Raley's son incorrectos con respecto a la cantidad de horas extras no pagadas que usted trabajó para el Demandado durante el Período de la Demanda Colectiva. El Agente de Reclamaciones considerará esta información y se pondrá en contacto con usted con respecto a esta disputa. Los registros del Demandado serán determinantes a menos que usted tenga documentación de apoyo que demuestre lo contrario.

13. ¿Y si tengo más preguntas?

Si tiene alguna pregunta sobre este Aviso, o desea información adicional, debe ponerse en contacto con el Abogado del Grupo en la siguiente dirección:

Matthew Schoech, Esquire
Schoech Law Group, PC
3511 Del Paso Rd., Ste. 160 PMB 227
Sacramento, California 95835
Teléfono: (916) 569-1940
Fax: (916) 569-1939
matt@norcallawfirm.com

Farzad Rastegar, Esquire
Rastegar Law Group, Apc
22760 Hawthorne Boulevard, Suite 200
Torrance, California 90505
Teléfono: (310) 961-9600
Fax: (310) 961-9094
farzad@rastegarlawgroup.com

O puede ponerse en contacto con el Administrador de Reclamaciones designado por el Tribunal para este Acuerdo es el siguiente:

Demanda colectiva Diller v. Golden State Supply LLC
Phoenix Settlement Administrators
PO Box 7208
Orange, California 92863
Telefono: (800) 523-5773

No debe ponerse en contacto con el Tribunal ni con el abogado del demandado.

Cualquier parte interesada podrá examinar una copia del Acuerdo de Liquidación, la Moción Conjunta para la Aprobación de la Liquidación y otros documentos relacionados presentados ante el Tribunal: (i) entre las 8:00 a.m. y las 4:00 p.m. de lunes a viernes, excluidos los días festivos federales, en la Oficina del Secretario, Caso n° 34-2020-00281372, Tribunal Superior de California para el Condado de Sacramento, 720 Ninth Street, Sacramento, CA 95814 o (ii) puede obtenerse mediante solicitud telefónica a Phoenix Settlement Administrators en el (800) 523-5773.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	2884
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	2884
Subtotal Admin Only	\$31,060.40

TOTAL COSTS	\$29,000.00
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September 6, 2023

Case: Diller v. Golden State Supply

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$115.00	5	\$575.00
Programming Database & Setup	\$226.00	5	\$1,130.00
Toll Free Setup*	\$250.00	1	\$250.00
Call Center & Long Distance	\$2.00	288	\$576.80
NCOA (USPS)	\$350.00	1	\$350.00
Total			\$2,881.80

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	\$0.35	2,884	\$1,009.40
Notice Packet & Opt-Out Form	\$1.50	2,884	\$4,326.00
Postage (up to 1 oz.)	\$0.87	2,884	\$2,509.08
Language Translation	\$1,200.00	1	\$1,200.00
Static Website	\$275.00	1	\$2,775.00
Total			\$12,134.48

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	4	\$220.00
Skip Tracing Undeliverables	\$1.50	53	\$79.50
Remail Notice Packets	\$1.75	53	\$92.75
Postage	\$0.87	53	\$46.11
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$488.36

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	3	\$375.00
Case Associate	\$65.00	3	\$195.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	5	\$425.00
Total			\$1,370.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	4	\$540.00
Disbursement Review	\$135.00	4	\$540.00
Programming Manager	\$115.00	4	\$460.00
QSF Fees, Bank Account & EIN	\$115.00	3	\$345.00
Check Run Setup & Printing	\$125.00	5	\$625.00
Mail Class Checks, W2 and 1099 *	\$1.25	2,884	\$3,605.00
Estimated Postage Checks, W2 and 1099	\$0.64	2,884	\$1,845.76
Total			\$7,960.76

* 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	6	\$750.00
Remail Undeliverable Checks (Postage Included)	\$1.50	450	\$675.00
Case Associate	\$55.00	5	\$275.00
Reconcile Uncashed Checks	\$100.00	3	\$300.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$115.00	2	\$230.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$2,500.00	1	\$2,500.00
Check to Cy Pres with Tracking	\$500.00	1	\$500.00
Total			\$6,225.00

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

Total: \$31,060.40