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Attorneys for Plaintiff and the Class

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

ANTONIO JESUS JARAMILLO DE LA CRUZ,
as an individual and on behalf of all others
similarly situated, and as a private attorney
general,

Plaintiff,

vs.

WEIDNER PROPERTY MANAGEMENT, LLC,
a Washington limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00308697

[Assigned for all purposes to Department 22,
Hon. Lauri A. Damrell]

**DECLARATION OF LLUVIA ISLAS WITH
RESPECT TO NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: February 16, 2024
Time: 9:00 a.m.
Department: 22

Complaint Filed: September 22, 2021
FAC Filed: February 28, 2022

1 I, Lluvia Islas, declare as follows:

2 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-
3 appointed Class Action Settlement Administrator for *Antonio Jesus Jaramillo De La Cruz v. Weidner*
4 *Property Management, LLC*, Case No. 34-2021-00308697, Sacramento County Superior Court (the
5 “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and
6 would testify competently to such facts.

7 2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class
8 administration duties in this Action. Pursuant to the Joint Stipulation of Class Action and PAGA
9 Settlement (“Settlement Agreement” or “Settlement”) in the Action, Phoenix is responsible for: (i)
10 preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to any
11 inquiries from Class Members; (iii) determining the validity of any letters indicating a request to be
12 excluded from the Class Settlement (“Requests for Exclusion”), any written objections to the Class
13 Settlement (“Objections”), and/or any disputes regarding the number of Workweeks submitted by
14 Class Members; (iv) calculating the Net Settlement Amount; (v) calculating and issuing the Individual
15 Settlement Payments (including the Individual Class Payments and Individual PAGA Payments) and
16 distributing them to Settlement Class Members and PAGA Employees; (vi) issuing payment to Class
17 Counsel for attorneys’ fees and costs, the Class Representative Award to Plaintiff, and the
18 employer/employee payroll taxes to the appropriate taxing authorities; (viii) calculating the LWDA
19 Payment and distributing payment to the LWDA, and (ix) such other tasks as set forth in the Settlement
20 Agreement or as the Parties mutually agree or as the Court orders.

21 3. On November 6, 2023, Phoenix received a data file from Defense Counsel that contained
22 names, employment dates, last known contact information, Social Security numbers, and the
23 compensable workweeks for each Class Member (“Class List”). The final mailing list contained one
24 hundred eighty-nine (189) individuals identified as Class Members.

25 4. On November 6, 2023, Phoenix conducted a National Change of Address (“NCOA”)
26 search in an attempt to update the class list of addresses as accurately as possible. A search of this
27 database provides updated addresses for any individual who has moved in the previous four (4) years
28 and notified the U.S. Postal Service of their change of address.

1 5. On November 17, 2023, Phoenix mailed the Notice via U.S. first class mail, to all one
2 hundred eighty-nine (189) Class Members on the Class List. A true and correct copy of the mailed
3 Notice is attached hereto as **Exhibit A**.

4 6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix. None
5 were returned with a forwarding address.

6 7. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion.
7 The deadline to request exclusion from the Settlement was January 2, 2024.

8 8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from
9 Class Members. The deadline for objecting to the Settlement was January 2, 2024.

10 9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from
11 Class Members. The deadline for submitting a dispute was January 2, 2024.

12 10. On January 8, 2024, Phoenix was notified by one of the 189 Class Members that she did
13 not work in California. Phoenix relayed this to Defendant, and Defendant determined that the individual
14 was not a Class Member and was included on the Class List by error in the place of the actual Class
15 Member with a similar name. On January 12, 2024, the Notice was sent to the newly identified Class
16 Member who was inadvertently excluded. The Response Deadline for this additional Class Member is
17 February 26, 2024. On January 16, 2024, the inadvertently included Class Member that received the
18 Notice in error was notified that she was not part of any Class.

19 11. The Settlement Agreement indicates, if the actual numbers of class members exceed 127
20 by more than 5%, the Gross Settlement Amount shall increase on a pro rata basis equal to the percentage
21 increase exceeding 5%. Since the total number of Workweeks did exceed 5% or 134, this clause was
22 triggered, increasing the Gross Settlement Amount by \$61,346.46 to \$201,346.46.

23 12. The Net Settlement Amount of \$98,549.00 available to pay Settlement Class Members of
24 the Exempt Class, Sick Class and Non-Exempt Class was determined by subtracting the requested Class
25 Counsel attorneys' fees (\$67,115.49), and Class Counsel costs (\$5,181.97), requested Class
26 Representative Award to Plaintiff Jaramillo De La Cruz (\$10,000.00), the LWDA Payment
27 (\$10,500.00), and the requested Settlement Administration Costs (\$6,500.00) from the Gross Settlement
28 Amount (\$201,346.46).

1 13. There are thirty-four (34) Exempt Class Members who did not submit timely and valid
2 Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the
3 Exempt Class. These Settlement Class Members within the Exempt Class worked a collective total of
4 four thousand three hundred twenty-four (4,324.45) Workweeks during the Exempt Period. The highest
5 Individual Class Payment to be paid to Settlement Class Members within the Exempt Class is
6 approximately \$656.98, the lowest Individual Class Payment to be paid is approximately \$5.57 and the
7 average Individual Class Payment to be paid is approximately \$289.85. Settlement Class Members will
8 be issued payment of their Individual Class Payments subject to reduction for the Settlement Class
9 Member's share of taxes and withholdings with respect to the wages portion of the Individual Class
10 Payment. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due
11 separately and apart from the Gross Settlement Amount.

12 14. There are one hundred fifty-seven (157) Sick Pay and Non-Exempt Class Members who
13 did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class
14 Members, representing 100% of the Sick Pay Class and Non-Exempt Class. Settlement Class Members
15 have worked a collective total of six thousand one hundred seven (6,107.54) during the Sick Pay Class
16 Period and Non-Exempt Class Period. The highest Individual Class Payment to be paid is approximately
17 \$1,925.19, the lowest Individual Class Payment to be paid is approximately \$4.01 and the average
18 Individual Class Payment to be paid is approximately \$564.93. Settlement Class Members will be issued
19 payment of their Individual Class Payments subject to reduction for the Settlement Class Member's
20 share of taxes and withholdings with respect to the wages portion of the Individual Class Payment.
21 Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and
22 apart from the Gross Settlement Amount.

23 15. Additionally, \$14,000.00 of the Gross Settlement Amount has been allocated toward
24 penalties under the Private Attorneys General Act ("PAGA Penalty Fund"), of which 75%, or
25 \$10,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or
26 \$3,500.00, shall be paid to PAGA Employees who are or were employed by Defendant during the PAGA
27 Period. There are one hundred fifty-three (153) PAGA Employees who worked a total of eight thousand
28 seven hundred eighty-five (8,785.86) Workweeks during the PAGA Period (July 14, 2020 through April

1 1, 2023). The highest Individual PAGA Payment to be paid is approximately \$56.40, the lowest
2 Individual PAGA Payment to be paid is \$0.06 and the average Individual PAGA Payment to be paid is
3 approximately \$22.88.

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

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

9 Executed this 23rd day of January 2024, at Orange, California.

10 *Lluvia Islas*

11 _____
Lluvia Islas

Exhibit A

This notice is being sent pursuant to a court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

Antonio Jesus Jaramillo de la Cruz v. Weidner Property Management, LLC,
Superior Court of the State of California for the County of Sacramento, Case No. 34-2021-00308697

If you are a current or former employee of Weidner Property Management, LLC, who was employed (i) as an exempt employee in the State of California from September 22, 2017, through April 1, 2023 (“Exempt Class Member”), (ii) as a non-exempt employee in the State of California and was paid sick pay wages in any workweek from September 22, 2017, through April 1, 2023, in which you also earned non-hourly remuneration, including but not limited to non-discretionary bonuses and rent discount incentives (“Sick Pay Class Member”), or (iii) as a non-exempt employee in the State of California from February 10, 2021, through April 1, 2023 (“Non-Exempt Class Member”), you could receive a payment from a class action settlement (hereinafter, “Settlement”).

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Sacramento (the “Court”) has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and Labor Code Private Attorneys General Act of 2004 (“PAGA”) action filed by Plaintiff, Antonio Jesus Jaramillo De La Cruz, against Defendant, Weidner Property Management, LLC, which has been designated Case No. 34-2021-00308697 (the “Action”).

- The Action alleges that Defendant violates the California Labor Code and pursues claims for (1) unpaid overtime; (2) unpaid sick pay wages; (3) failure to provide meal and rest periods; (4) failure to timely pay wages; (5) failure to provide accurate itemized wage statements; and (6) failure to reimburse business expenses. On these bases, the Action pursues class action and PAGA claims.
- The Court has not decided that Defendant did anything wrong. Defendant denies Plaintiff’s allegations and maintains it has fully complied with the law. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the settlement, it would provide a cash fund for members of the Class to split based on the number of relevant workweeks that they each received during the relevant period.
- Based on Defendant’s records, you worked «Non_Exempt_Weeks» relevant workweeks as a Non-Exempt Class Member, «Sick_Pay_Weeks» relevant workweeks as a Sick Pay Class Member, «Exempt_Class_Weeks» relevant workweeks as an Exempt Class Member, and «PAGA_Work_Weeks» relevant workweeks as a PAGA Employee. An *estimate* of the amount that could be allocated to you is «ESA_Before_Paga» as a Class Member and «PAGA_Amount» as a PAGA Employee. Whether you receive a payment depends on whether the Court grants final approval of the class action settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you opt out of the class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing and the Court grants final approval of the class action settlement, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the Settlement.
OPT OUT	You may opt out of the class action settlement by submitting a Request for Exclusion. If you opt out, you may not object to the class action settlement, will not be eligible to receive an Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.
OBJECT	You may object to the class action settlement by submitting a written objection. If you object and the Court grants final approval of the class action settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the settlement.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773.

If the Court approves the PAGA settlement, you will receive an Individual PAGA Payment and will be bound by the PAGA release provisions of the Settlement, regardless of whether you opt out of the class action settlement.

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT
AS TO THE MERITS OF THE CLAIMS.**

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendant’s records show that you are a “Class Member” because you are or were one or more of the following: (i) an exempt employee in the State of California from September 22, 2017, through April 1, 2023 (“Exempt Class Member”), (ii) a non-exempt employee in the State of California who was paid sick pay wages in any workweek from September 22, 2017, through April 1, 2023, in which you also earned non-hourly remuneration, including but not limited to non-discretionary bonuses and rent discount incentives (“Sick Pay Class Member”), or (iii) a non-exempt employee in the State of California from February 10, 2021, through April 1, 2023 (“Non-Exempt Class Member”). You also may be a PAGA Employee if you are a Class Member who worked in the State of California at any time from July 14, 2020, through April 1, 2023. PAGA Employees may be entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement preliminarily approved by the Court would affect Settlement Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court finally approves the Settlement, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminarily approved Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and Kelsey A. Webber of Webber & Egbert Employment Law, P.C. as Class Counsel. The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”) as amended by the Amendment to the Joint Stipulation of Class Action and PAGA Settlement (“Amendment”). You may obtain a copy of the Agreement and Amendment from Phoenix Settlement Administrators, a neutral third-party appointed by the Court to administer the settlement (the “Administrator”).

The final approval hearing is currently scheduled for February 16, 2024, at 9:00 a.m. in Department 28 of the Gordon D. Schaber Sacramento County Courthouse located at 720 9th Street, Sacramento, California 95814.

2. What Is the Action About?

On September 21 and 22, 2021, Plaintiff filed complaints in Court that alleged Defendant violated the California Labor Code. The operative complaint in the Action addresses alleged violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2698 et seq., and the Unfair Competition Law, codified at Business and Professions Code sections 17200 et seq. (the “UCL”).

Specifically, the Action alleges that Defendant violated the Labor Code by failing to pay all overtime wages due, failing to pay all sick pay wages due, failing to authorize and permit duty-free rest periods, failing to provide duty-free meal periods, failing to pay all additional hours of regular rate wages due for missed rest periods and meal periods, failing to provide accurate itemized wage statements, and failing to reimburse necessary and reasonable business expenses.

Defendant denies (i) all of the allegations made by Plaintiff, (ii) that it violated any applicable laws, and (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of \$201,346.46, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Award, LWDA Payment, and Individual Class Payments & Individual PAGA Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) a Class Representative Award to Plaintiff both for his efforts in prosecuting the Action for Class Members and for Plaintiff’s additional general release of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773.

PAGA Penalty Fund: The Settlement requests that the Court approve a PAGA Penalty Fund of \$14,000.00. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund, or \$10,500.00, will be allocated to the LWDA as an LWDA Payment. The remainder of the PAGA Penalty Fund, or \$3,500.00, will be allocated and entirely payable to PAGA Employees as described below.

Individual Class Payments and Individual PAGA Payments: Individual Class Payments shall be distributed to Settlement Class Members and Individual PAGA Payments shall be distributed to PAGA Employees, respectively, without the need to submit a claim form. 10% of the amounts payable to Settlement Class Members shall be proportionately allocated among Exempt Class Members based on the number of relevant workweeks they worked from September 22, 2017, through April 1, 2023. 90% of the amounts payable to Settlement Class Members shall be proportionately allocated among Sick Pay Class Members and Non-Exempt Class Members based on the number of relevant workweeks Sick Pay Class Members worked from September 22, 2017, through April 1, 2023, and Non-Exempt Class Members worked from February 10, 2021, through April 1, 2023. For Sick Pay Class Members who are also Non-Exempt Class Members, any workweeks that qualify as both a relevant workweek as a Sick Pay Class Member and Non-Exempt Class Member shall be counted once only. Allocations for amounts payable to PAGA Employees will be based on the number of relevant workweeks they worked from July 14, 2020, through April 1, 2023.

Individual Class Payments to Exempt Class Members shall be subject to IRS Form 1099 reporting. 33% of Individual Class Payments to Sick Pay Class Members and Non-Exempt Class Members shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Class Payments and Individual PAGA Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting. Through this settlement, each Settlement Class Member and PAGA Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Class Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Employee.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$67,115.49) and (b) litigation costs of up to \$10,000.00.

Class Representative Award: Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiff's Individual Settlement Payments. Class Counsel intends to request that the Court approve a Class Representative Award of \$10,000.00 for Plaintiff's efforts in prosecuting the Action for Class Members and for Plaintiff's additional general release of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to \$6,500.00, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the class action settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant and any of its parents or subsidiaries and any of their officers, directors, managing agents, and successors and assigns ("Released Parties") from any and all claims that were pled in the operative complaint in the Action, or which reasonably could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose from September 22, 2017, through April 1, 2023. This means that, if you do not timely and formally exclude yourself from the class action settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant 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. This release excludes the release of claims not permitted by law.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (800) 523-5773.

Upon approval, the LWDA fully releases Defendant and each Released Party from any and all PAGA claims that are based on the Labor Code violations pled in the operative complaint based on the facts alleged in the notice given to the LWDA that arose during the PAGA Period.

5. How Do I Object to the Class Action Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Class Payment and Individual PAGA Payment if the Court grants final approval of the class action settlement and approves the PAGA settlement.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. To object to the proposed settlement in writing, you must take the steps below:

- (1) You must mail a written statement to the Administrator listed below.
- (2) The written statement must include: your name, signature, address, last four digits of your Social Security number, and the basis for your objection.
- (3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (4) The written statement must be postmarked by January 02, 2024.

If you object, you will remain bound by the class action settlement if finally approved and bound by the PAGA settlement if approved. If you do not want to be bound by the class action settlement if finally approved, you must opt out of the class action settlement. Regardless of whether you object to the class action settlement, you will be bound by the PAGA settlement if approved.

6. How Do I Opt Out of the Class Action Settlement?

If you do not want to participate in the class action settlement, you may opt out of the class action settlement. If you opt out of the class action settlement, you may not object to the class action settlement, will not receive any Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.

In order to opt out, you MUST express your desire to be excluded from the class action settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion" and include your name, signature, address, and last four digits of your Social Security number. Any such Request for Exclusion must be postmarked by January 02, 2024.

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

8. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

Administrator: Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773	Class Counsel: DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555	WEBBER & EGBERT EMPLOYMENT LAW, P.C. Kelsey A. Webber (kelsey.webber@webberlawgroup.com) 1610 R Street, Suite 300 Sacramento, California 95811 Telephone: (916) 588-0683
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PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

Exhibit B



CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	189
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	189
Subtotal Admin Only	\$6,929.54

Not-to-Exceed Total	\$6,500.00
	\$450 paid seperately in addition

January 23, 2024

Case: Antonio Jesus Jaramillo De La Cruz v. Weidner Property Management, LLC Invoice

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$145.26	1	\$145.26
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$110.00	2	\$220.00
		Total	\$897.26

* 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	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.20	189	\$37.80
Notice Packet & Opt-Out Form	\$1.25	189	\$236.25
Estimated Postage (up to 2 oz.)*	\$0.64	189	\$120.96
Static Website	\$225.00	1	\$225.00
		Total	\$870.01

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

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	\$1.50	28	\$42.53
Remail Notice Packets	\$1.25	28	\$35.44
Estimated Postage	\$0.64	28	\$18.14
Programming Undeliverables	\$50.00	2	\$100.00
		Total	\$361.11



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	2	\$300.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	3	\$255.00
Total			\$820.00

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	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$1.50	189	\$283.50
Estimated Postage	\$0.64	189	\$120.96
Total			\$1,544.46

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	2	\$250.00
Remail Undeliverable Checks (Postage Included)	\$1.50	38	\$56.70
Case Associate	\$75.00	3	\$225.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	2	\$230.00
IRS & QSF Annual Tax Reporting *	\$1,000.00	1	\$1,000.00
(1 State Tax Reporting Included)			
Total			\$2,436.70

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

Total: \$6,929.54