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15 Attorneys for Plaintiff and the Class

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

DEWEY ANDERSON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

GRAHAM PACKAGING PET
TECHNOLOGIES, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: CV-21-005550

(Assigned to the Hon. Sonny S. Sandhu, Dept. 24)

**DECLARATION OF YAMI BURNS
REGARDING SETTLEMENT NOTICE
ADMINISTRATION**

Complaint Filed: October 8, 2021
FAC Filed: February 8, 2022
Trial Date: Not Set

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Dewey Anderson v. Graham Packaging PET Technologies, 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.

3. On April 24, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and Class Period Categories for each Class Member (“Class List”) during the Class Period. The final mailing list contained three hundred eighty-two (382) individuals identified as Class Members.

4. On May 5, 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

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

3 5. On May 5, 2023, Phoenix mailed the Notice via U.S. first class mail to all three
4 hundred eighty-two (382) Class Members on the Class List. A true and correct copy of the mailed
5 Notice is attached hereto as **Exhibit A**.

6 6. As of the date of this declaration, four (4) Notices have been returned to Phoenix.
7 None were returned with a forwarding address. For the four (4) Notices returned from the Post
8 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
9 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
10 Of the four (4) Notices that were skip traced, three (3) updated addresses were obtained and the
11 Notice was promptly re-mailed to those Class Members via first class mail.

12 7. As of the date of this declaration, one (1) Notice remains undeliverable since an
13 updated address could not be obtained via skip trace.

14 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
15 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
16 June 19, 2023.

17 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
18 from Class Members. The deadline for objecting to the Class Settlement was June 19, 2023.

19 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
20 from Class Members. The deadline for submitting a dispute was June 19, 2023.

21 11. There are three hundred eighty-two (382) Class Members who did not submit timely
22 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
23 100% of the Class. Settlement Class Members have worked a collective total of fifteen thousand
24 seven hundred thirty-six (15,736) Workweeks during the Class Period. Each Workweek is valued
25 at approximately \$19.99.

26 12. The Escalator Clause of the Settlement Agreement indicates if the actual Total Wage
27 Statement Count for Class Members through June 30, 2022 exceeds seven thousand eight hundred
28 fifty-nine (7,859), or approximately ten percent (10%) of estimated Total Wage Statement Count,

1 then Defendant shall increase the Maximum Settlement Amount by a proportional amount above
2 the ten percent increase. The total number of Wage Statements during this period was eight
3 thousand seventy-two (8,072), which exceeds the Escalator Clause by nine hundred twenty-eight
4 (928). The additional amount due for the Escalator is \$14,919.71.

5 13. The Net Settlement Amount of \$314,521.49 available to pay Settlement Class
6 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$166,333.33
7 plus an additional \$4,973.24 from the Escalator increase), and Class Counsel costs (\$9,591.65),
8 requested Enhancement Payment to Plaintiff Dewey Anderson (\$10,000.00), and the requested
9 Settlement Administration Costs (\$8,500.00) from the Gross Settlement Amount (\$513,919.71).

10 14. Based upon the calculations stipulated in the Settlement, the highest Individual
11 Settlement Share to be paid is approximately \$4,816.96, the lowest Individual Settlement Share to
12 be paid is approximately \$19.99, while the average Individual Settlement Share to be paid is
13 approximately \$823.35. Settlement Class Members will be issued payment of their Individual
14 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
15 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
16 Settlement Payment").

17 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
18 addition to the Gross Settlement Amount.

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

22
23 I declare under penalty of perjury of the laws of the State of California that the foregoing is
24 true and correct.

25 Executed this 24th day of July 2023, at Orange, California.

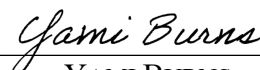
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28 YAMI BURNS

Exhibit A

Dewey Anderson v. Graham Packaging PET Technologies, Inc.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS
(CASE NO. CV-005550)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER EMPLOYEE OF GRAHAM PACKAGING PET TECHNOLOGIES, INC. (“GRAHAM PACKAGING”) IN THE STATE OF CALIFORNIA AND YOU

- **EARNED NON-DISCRETIONARY INCENTIVE WAGES AND OVERTIME WAGES DURING THE SAME WORKWEEK, AT ANY TIME FROM OCTOBER 8, 2017, THROUGH AUGUST 31, 2022;**
- **EARNED NON-DISCRETIONARY INCENTIVE WAGES AND SICK PAY DURING THE SAME WORKWEEK, AND YOUR EMPLOYMENT ENDED AT ANY TIME FROM OCTOBER 8, 2018, THROUGH AUGUST 31, 2022;**

AND/OR

- **EARNED SHIFT PREMIUM WAGES AT ANY TIME FROM OCTOBER 8, 2020, THROUGH AUGUST 31, 2022**

YOU MAY BE ELIGIBLE TO RECEIVE MONEY AS PART OF A SETTLEMENT.

The Stanislaus County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Settlement Administrators (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

GRAHAM PACKAGING CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

ATTN: GRMPKGA607
 Kevin Zarate
 801 Turner St
 Modesto, CA 95351-2420

**YOU ARE ESTIMATED TO RECEIVE
 APPROXIMATELY \$250.82 THROUGH THIS CLASS
 ACTION SETTLEMENT**

- A former employee named Dewey Anderson (“Named Plaintiff”), has sued Defendant Graham Packaging PET Technologies, Inc. (“Graham Packaging” or “Defendant”) on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendant and any of the Released Parties (defined in response to Question 10 below) separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: June 19, 2023)	If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to sue Defendant separately for the same legal claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> still get a settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: June 19, 2023)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read this Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is this Lawsuit About?

In the lawsuit, the Named Plaintiff claimed that Defendant: (1) failed to pay overtime wages based on the correct regular rate of pay; (2) failed to pay sick pay wages based on the correct regular rate of pay; (3) failed to provide itemized wage statements that fully complied with California Labor Code § 226; and (4) engaged in unfair and unlawful business practices in violation of Business and Professions Code § 17200, *et seq.* Named Plaintiff also asserted claims for attorneys' fees and costs. Defendant denies the allegations in the lawsuit and denies it has engaged in any wrongdoing.

3. Why is this a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Dewey Anderson), sues on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Stanislaus County Superior Court is in charge of the case. The lawsuit is known as *Dewey Anderson v. Graham Packaging PET Technologies, Inc.*, Case No. CV-21-005550.

4. Why is There a Settlement?

The Court did not decide in favor of Named Plaintiff or Defendant. Named Plaintiff and Graham Packaging hired an experienced, neutral mediator to negotiate a Settlement by agreement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Graham Packaging does not admit any liability or concede the merit of any claims.

Named Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because (1) Graham Packaging has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate; authorized this Notice; and scheduled a hearing to determine Final Approval.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that (1) all current and former non-exempt employees of Defendant in the State of California who earned non-discretionary incentive wages, including but not limited to, wellness pay and referral bonuses, and overtime wages during the same workweek, at any time from October 8, 2017, through August 31, 2022 (the "Regular Rate Class" or "Regular Rate Class Members"); (2) all current and former non-exempt employees of Defendant in the State of California who earned non-discretionary incentive wages, including but not limited to, shift premiums and wellness pay, and sick pay during the same workweek, and whose employment ended at any time from October 8, 2018, through August 31, 2022 (the "Sick Pay Class" or "Sick Pay Class Members"); and/or (3) all current and former non-exempt employees of Defendant in the State of California who earned shift premium wages at any time from October 8, 2020, through August 31, 2022 (the "Wage Statement Class" or "Wage Statement Class Members"), are class members.

6. What Does the Settlement Provide?

The proposed settlement provides for a cash payment by Defendant of \$513,919.71 to fully and finally resolve all claims in the lawsuit (referred to as the "Maximum Settlement Amount"). The total amount to be distributed to class members who can be located and who do not exclude themselves from the settlement will be the value of the Class Settlement Amount after deducting the following (the "Net Settlement Amount"): (a) settlement administration costs not to exceed \$9,000.00; (b) class representative enhancement payment to Named Plaintiff not to exceed \$10,000.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel's attorneys' fees not to exceed \$171,306.57; and (d) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed \$20,000.00. **Class Counsel's attorneys' fees and costs and Named Plaintiff's class representative enhancement award remain subject to Court approval.**

No portion of the Net Settlement Amount will be returned to Defendant under any circumstances. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund, the entity that the Parties have agreed will receive any remaining, unclaimed funds. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Controller's Unclaimed Property Fund.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of your applicable pay periods during the Class Period. Based upon Defendant's records, the number of pay periods you worked during the Class Period is determined to be 13, and the number of pay periods in which you received a wage statement reflecting the payment of wages during the Class Period is determined to be 13. Your total number of applicable pay periods during the Class Period is 13. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of applicable pay periods, see below (Question 9).

8. How Do I Get a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within about fourteen (14) calendar days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe the Information is Inaccurate?

If you believe your number of applicable pay periods during the Class Period is inaccurate, you may dispute it by sending a letter to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 no later than June 19, 2023. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, dates of employment, a statement as to what and why you are disputing, and whether you intend to appear at the Final Approval/Settlement Fairness Hearing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Get a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any of the Released Parties for any legal claims arising during the Class Period that are based on the facts alleged by Named Plaintiff in the lawsuit.

After the Court has approved the settlement, each class member who has not submitted a timely and valid request to be excluded from the settlement will be bound by the approval and judgment, and will thereby release, Defendant Graham Packaging PET Technologies, Inc. and its affiliates, parents, subsidiaries, joint ventures, owners, partnerships, and any and all affiliated, related organizations, and each of their company-sponsored benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, attorneys, vendors, contractors, insurers, and reinsurers ("Released Parties").

Specifically, you will be giving up or "releasing" the claims described below:

Released Claims: all claims that were or could have been alleged in the Action.

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as "opt-out"), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Dewey Anderson v. Graham Packaging PET Technologies, Inc.* settlement, in substance "I wish to opt out of the class action and the settlement of the case *Dewey Anderson v. Graham Packaging PET Technologies, Inc.*"

Be sure to include your name, address, telephone number, last four digits of your Social Security number, and your signature. You must mail your exclusion letter postmarked no later than June 19, 2023, to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863.

If you submit a timely and valid "opt-out" request, you will no longer be a member of the class and you will not receive any money from the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit, at your own expense.

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

If you do not exclude yourself from the settlement, you cannot sue Defendant or any of the Released Parties for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is June 19, 2023.

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

13. How Do I Tell the Court that I Don't Like the Settlement?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the settlement. If you object in time and follow the procedures set out in this section, your objection will be considered.

You must object to the proposed settlement in writing. You may also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense, provided you submit a timely written objection to the Settlement Administrator.

All objections must be signed by you and must include: (1) your full name; (2) your dates of employment; (3) the last four digits of your Social Security number; (4) a written statement of the basis for your objection; and (5) whether you intend to appear at the Final Approval/Settlement Fairness Hearing. You may also include any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than June 19, 2023, to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863.

14. 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, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

15. Do I Have a Lawyer in this Case?

The Court decided that the law firms of Diversity Law Group and Polaris Law Group, which represent the Named Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. The law firm is referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will the Attorneys for the Class and the Class Representative be Paid?

The attorneys for the Named Plaintiffs and the class will be paid from the Class Settlement Amount. Class Counsel will ask for up to \$171,306.57 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$20,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$10,000.00 will be paid from the Class Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Sonny S. Sandhu on August 15, 2023, at 8:30 a.m., in Courtroom 24 of the Superior Court of California for the County of Stanislaus, located at 801 10th Street, Modesto, California 95354, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them and will listen to people who have timely submitted a valid written objection. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

19. What is the Contact Information for Class Counsel?

The addresses for Class Counsel are as follows:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee
Kristen Agnew
Nicholas Rosenthal
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Fax: (213) 488-6554

POLARIS LAW GROUP
William L. Marder
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

WHAT IF I HAVE QUESTIONS?

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

Dewey Anderson v. Graham Packaging PET Technologies, Inc.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

<https://www.phoenixclassaction.com/graham-packaging-pet-technologies/>

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

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

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	382
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	382
Subtotal Admin Only	\$8,500.00

Total Costs **\$8,500.00**

July 13, 2023

Case: Anderson v. Graham Packaging Opt-Out Administration

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*	\$136.44	1	\$136.44
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$200.00	1	\$200.00
		Total	\$768.44

* 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	\$0.25	382	\$95.50
Notice Packet & Opt-Out Form	\$1.25	382	\$477.50
Estimated Postage (up to 2 oz.)*	\$0.64	382	\$244.48
Static Website	\$200.00	1	\$200.00
		Total	\$1,217.48

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



PHOENIX

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	76	\$152.80
Remail Notice Packets	\$1.25	76	\$95.50
Estimated Postage	\$0.64	76	\$48.90
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$507.20

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	4	\$340.00
Total			\$1,055.00

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	3	\$285.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$1.50	382	\$573.00
Estimated Postage	\$0.61	382	\$233.02
Total			\$2,166.02

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



PHOENIX

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	\$125.00	2	\$250.00
Remail Undeliverable Checks (Postage Included)	\$1.50	76	\$114.60
Case Associate	\$50.00	3	\$150.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$120.00	2	\$240.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office Estimated <u>9</u> Total Class Members	\$350.00	1	\$350.00
Total			\$2,699.60

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

Total: \$8,500.00



PHOENIX

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

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)

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

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

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

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
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
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
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