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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

FARRAH FOWLER, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

TOTAL MERCHANT SERVICES, LLC, an
unknown business entity; TOTAL
MERCHANT SERVICES, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: BC722782

Honorable William F. Highberger
Department SSC10

CLASS ACTION

**DECLARATION OF TAYLOR
MITZNER WITH RESPECT TO
NOTICE AND SETTLEMENT
ADMINISTRATION**

Complaint Filed:	September 27, 2018
FAC Filed:	January 10, 2022
Trial Date:	None Set

1 during the escalator time frame, which was September 27, 2014 to July 24, 2020, and the
2 Settlement's escalator clause was not triggered.

3 4. On June 20, 2022, Phoenix conducted a National Change of Address ("NCOA")
4 search in an attempt to update the class list of addresses as accurately as possible. A search of this
5 database provides updated addresses for any individual who has moved in the previous four (4)
6 years and notified the U.S. Postal Service of their change of address.

7 5. On July 1, 2022, Phoenix mailed the Notice via U.S. first class mail to all five
8 hundred two (502) Class Members on the Class List. A true and correct copy of the mailed Notice
9 is attached hereto as **Exhibit A**.

10 6. As of the date of this declaration, fifty-nine (59) Notices have been returned to
11 Phoenix. One (1) was returned with a forwarding address and promptly re-mailed to the Class
12 Member. For the fifty-eight (58) Notices returned from the Post Office without a forwarding
13 address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of
14 the most comprehensive address databases available for skip tracing. Of the fifty-eight (58) Notices
15 that were skip traced, fifty-eight (58) updated addresses were obtained and the Notice was promptly
16 re-mailed to those Class Members via first class mail.

17 7. As of the date of this declaration, three (3) Notices were returned to Phoenix a second
18 time after being re-mailed and therefore are considered undeliverable.

19 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
20 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
21 August 15, 2022.

22 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
23 from Class Members. The deadline for objecting to the Class Settlement was August 15, 2022.

24 10. As of the date of this declaration, Phoenix has received one (1) Workweek dispute
25 from a Class Member. The deadline for submitting a dispute was August 15, 2022. The dispute was
26 promptly forwarded upon receipt to Defense Counsel for review.

27 11. There are five hundred two (502) Class Members who did not submit timely and
28 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing

1 100% of the Class. Settlement Class Members have worked a collective total of forty-five thousand
2 four hundred fifty-two (45,452) Workweeks during the Class Period.

3 12. The Net Settlement Amount of \$1,847,750.00 available to pay Settlement Class
4 Members was determined by subtracting the requested Class Counsel attorneys' fees
5 (\$1,050,000.00), and costs (\$28,000.00), requested Enhancement Payment to Plaintiff Fowler
6 (\$10,000.00), the Labor and Workforce Development Agency ("LWDA") Amount (\$56,250.00),
7 and the Settlement Administration Costs (\$8,000.00) from the Total Settlement Amount
8 (\$3,000,000.00).

9 13. Based upon the calculations stipulated in the Settlement, the highest Individual
10 Settlement Share to be paid is approximately \$13,107.55, the lowest Individual Settlement Share to
11 be paid is approximately \$5.69, while the average Individual Settlement Share to be paid is
12 approximately \$3,680.78. Settlement Class Members will be issued payment of their Individual
13 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
14 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
15 Settlement Payment").

16 14. Additionally, \$75,000.00 of the Total Settlement Amount has been allocated toward
17 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
18 \$56,250.00, shall be paid to the LWDA, and 25%, or \$18,750.00, of which shall be paid to the
19 Settlement Class Members.

20 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
21 due separately and apart from the Total Settlement Amount. As of this date, and utilizing the
22 maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$88,088.02.

23 16. Phoenix's costs associated with the administration of this matter are \$8,000.00. This
24 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
25 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

3 Executed this 6th of September 2022, at Orange, California.

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5 TAYLOR MITZNER
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Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Fowler v. Total Merchant Services, LLC, et al.
Superior Court of California for the County of Los Angeles, Case No. BC722782

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Farrah Fowler ("Plaintiff") and Defendant Total Merchant Services, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Fowler v. Total Merchant Services, LLC, et al.*, Los Angeles County Superior Court, Case No. BC722782 ("Action"), which may affect your legal rights. On June 6, 2022, the Court granted preliminary approval of the settlement and scheduled a hearing on September 29, 2022 at 10:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly paid, non-exempt employees who worked for Total Merchant Services, LLC and/or Total Merchant Services, Inc. (together, "TMS") at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from September 27, 2014 through December 1, 2020.

II. BACKGROUND OF THE LAWSUIT

On September 27, 2018, Farrah Fowler commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. BC722782 (the "Action"). On January 10, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* ("Operative Complaint"). Plaintiff alleges that, with respect to its non-exempt California employees, TMS failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, statutory civil penalties, interest, and attorneys' fees and costs.

TMS denies all of the allegations in the Action, and further denies that it has engaged in any of the conduct alleged or violations of any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On June 6, 2022, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrator as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Farrah Fowler as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian
Arby Aiwarzian
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by TMS that the claims in the Action have merit or that TMS has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of Plaintiff’s or the Class Members’ claims and has determined only that certification of the Class is appropriate under California law for settlement purposes.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is three million dollars (\$3,000,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount (*i.e.*, \$1,050,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed twenty-eight thousand dollars (\$28,000.00) to Class Counsel; (2) Enhancement Award in an amount not to exceed ten thousand dollars (\$10,000.00) to Plaintiff for her services in the Action; (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of fifty six thousand two hundred fifty dollars (\$56,250.00) for its 75% portion of the PAGA Penalties (“LWDA Payment”); and (4) Settlement Administration Costs in an amount currently estimated not to exceed nine thousand dollars (\$9,000.00) to the Settlement Administrator for the reasonable cost and expense of administering the Settlement. Note: a total of seventy-five thousand dollars (\$75,000.00) from the Total Settlement Amount has been allocated toward PAGA penalties, of which the LWDA will be paid 75% and the remaining 25% (*i.e.*, eighteen thousand seven hundred fifty dollars (\$18,750.00)) will be a part of the Net Settlement Amount for distribution to Settlement Class Members.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was credited to have worked for TMS as an hourly paid, non-exempt employee during the Class Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the collective Workweeks of all Class Members to yield the “Estimated Workweeks Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweeks Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as one-third (1/3) wages, which will be reported on an IRS Form W-2; one-third (1/3) interest, which will be reported on an IRS Form 1099 (if applicable); and one-third (1/3) penalties, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment").

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From September 27, 2014 to December 1, 2020, you worked for TMS as an hourly-paid, non-exempt employee in California for «Total_Weeks» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Lawsuit (*Fowler v. Total Merchant Services, LLC, et al.*, Case No. BC722782); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than August 15, 2022.**

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be «Est_Set_Amt». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (*i.e.*, Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

"Released Claims" means any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities arising out of Plaintiff or Class Members' work for TMS in California during the Class Period, that were pled or could have been pled any claims that were pled or could have been pled based on the factual allegations in the Complaint, the proposed First Amended Complaint, or any amendments thereto by Plaintiff or the Class Members or any of their respective heirs, executors, administrators, beneficiaries,

predecessors, successors, attorneys, assigns, agents, and/or representatives against Defendant and the Released Parties based on the factual allegations contained in the Complaint, the proposed First Amended Complaint, or any amendments thereto, including, but not limited to: claims under federal, state, or local law for failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, interest, statutory and civil penalties (including waiting time penalties and late payment penalties pursuant to Labor Code sections 203 and 204, wage statement and recordkeeping penalties pursuant to Labor Code sections 226 and 1174, and civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698, *et seq.*) (“PAGA”)), claims pursuant to Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802, the Industrial Welfare Commission Wage Orders, and claims under Business and Professions Code sections 17200, *et seq.*, claims for attorneys’ fees and costs, conversion, fraud, common count, and unfair business practices. Released Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity allegedly owed or available to the Class arising out of Plaintiff or Class Members’ work for TMS in California during the Class Period that were pled or could have been pled based on the factual allegations in the Complaint, the proposed First Amended Complaint, or any amendments thereto against the Released Parties for the time period during the Class Period.

“Released Parties” means Total Merchant Services, LLC and Total Merchant Services, Inc., and, with respect to each such entity, all of its current or former parent companies, subsidiary companies and/or related companies (including, but not limited to, NAB-TMS, LLC and North American Bancard, LLC), partnerships, joint ventures, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities’ predecessors, and, with respect to each such entity, all of its past and present employees, officers, partners, principals, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers (including, but not limited to, AIG Claims, Inc. and AIG Specialty Insurance Company), employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (*i.e.*, an amount of up to \$1,050,000.00) and reimbursement of litigation costs and expenses in an amount of up to twenty-eight thousand dollars (\$28,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from, and not in addition to, the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of ten thousand dollars (\$10,000.00) to her (“Enhancement Award”), in recognition of her services in connection with the Action. The Enhancement Award will be paid from, and not in addition to, the Total Settlement Amount, subject to approval by the Court. If awarded, the Enhancement Award will be paid to Plaintiff in addition to her Individual Settlement Payment to which she is entitled under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed nine thousand dollars (\$9,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement; processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks; calculating Individual Settlement Shares and Individual Settlement Payments; and distributing payments and tax forms under the Settlement. The Settlement Administration Costs shall be paid from, and not in addition to, the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, and timely do so, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys’ fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Fowler v. Total Merchant Services, LLC, et al.*, Case No. BC722782); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked **no later than August 15, 2022**, at the following mailing address:

Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action (*Fowler v. Total Merchant Services, LLC, et al.*, Case No. BC722782); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than August 15, 2022**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC10 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, on **September 29, 2022**, at **10:00 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear either in person or remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk's office, located at Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, California 90012, during business hours, or by online by visiting the following website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	502
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	502
Subtotal Admin Only	\$8,988.75

TOTAL COSTS	\$8,000.00
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August 31, 2022

Case: Fowler v. Total Merchant Services

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*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.00	125	\$250.00
NCOA (USPS)	\$125.00	1	\$125.00
Total			\$925.00

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.10	502	\$50.20
Notice Packet & Opt-Out Form	\$1.25	502	\$627.50
Estimated Postage (up to 1 oz.)	\$0.50	502	\$251.00
Total			\$1,128.70

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	6	\$330.00
Skip Tracing Undeliverables	\$0.85	59	\$50.15
Remail Notice Packets	\$0.75	59	\$44.25
Estimated Postage	\$0.53	59	\$31.27
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$505.67

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	\$200.00	1	\$200.00
Case Associate	\$55.00	6	\$330.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	11	\$110.00
Case Manager	\$85.00	5	\$425.00
Total			\$1,365.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	1	\$135.00
Programming Manager	\$95.00	1	\$95.00
QSF Fees, Bank Account & EIN	\$135.00	2	\$270.00
Check Run Setup & Printing	\$135.00	2	\$270.00
Mail Class Checks, W2 and 1099 *	\$0.85	502	\$426.70
Estimated Postage Checks, W2 and 1099	\$0.53	502	\$266.06
Total			\$1,732.76

* 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	\$115.00	3	\$345.00
Remail Undeliverable Checks (Postage Included)	\$1.35	40	\$54.22
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	6	\$510.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	3	\$345.00
Uncashed Check Notice Postcard (Postage Included)	\$0.60	104	\$62.40
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$3,331.62

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

Total: \$8,988.75