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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

EVERETT ALEXANDER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

KBR TECHNICAL SERVICES, INC., a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2133085

[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]

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

Date: March 22, 2023

Time: 10:00 a.m.

Dept.: S-26

Complaint Filed: November 9, 2021

FAC Filed: November 29, 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 *Everett Alexander v. KBR Technical Services 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 May 30, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and Pay Periods worked from November 1, 2020 through October 7, 2022 (“Class Period”) for each Class Member (“Class List”). The final mailing list contained nine hundred fifty (950) individuals identified as Class Members.

2

1 5. On June 13, 2023, Phoenix mailed the Notice via U.S. first class mail to all nine hundred
2 fifty (950) Class Members on the Class List. A true and correct copy of the mailed Notice is attached
3 hereto as **Exhibit A**.

4 6. As of the date of this declaration, twenty-two (22) Notices have been returned to Phoenix.
5 None were returned with a forwarding address. For the twenty-two (22) Notices returned from the Post
6 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
7 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of
8 the twenty-two (22) Notices that were skip traced, twenty-two (22) updated addresses were obtained
9 and the Notice was promptly re-mailed to those Class Members via first class mail.

10 7. As of the date of this declaration, zero (0) Notices remain undeliverable.

11 8. As of the date of this declaration, Phoenix has received zero (0) Request for Exclusion
12 from Class Members. The deadline to request exclusion from the Class Settlement was July 28, 2023.

13 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
14 from Class Members. The deadline for objecting to the Class Settlement was July 28, 2023.

15 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from
16 Class Members. The deadline for submitting a dispute was July 28, 2023.

17 11. There are nine hundred fifty (950) Class Members who did not submit timely and valid
18 Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the
19 Class. Settlement Class Members have worked a collective total of thirty-six thousand three hundred
20 seventy-eight (36,378) Workweeks during the Class Period. Each Workweek is valued at
21 approximately \$25.14.

22 12. The Escalator Clause of the Settlement Agreement indicates if the number of Pay Periods
23 from November 1, 2020 to June 27, 2022 exceeds thirty-four thousand one hundred thirty-one
24 (34,131), the Gross Settlement Amount shall be increased proportionally by the same percentage.
25 The total number of Pay Periods during this time frame was thirty-one thousand two hundred fifty-two
26 (31,252), and therefore the Escalator Clause was not triggered.

1 13. The Net Settlement Amount of \$914,659.80 available to pay Settlement Class Members
2 was determined by subtracting the requested Class Counsel attorneys' fees (\$500,000.00), and Class
3 Counsel costs (\$12,840.20), requested Enhancement Payment to Plaintiff Alexander (\$10,000.00), the
4 PAGA Amount (\$50,000.00), and the requested Settlement Administration Costs (\$12,500.00) from
5 the Gross Settlement Amount (\$1,500,000.00).

6 14. Based upon the calculations stipulated in the Settlement, the highest Individual
7 Settlement Share to be paid is approximately \$2,187.46, the lowest Individual Settlement Share to be
8 paid is approximately \$25.14, while the average Individual Settlement Share to be paid is
9 approximately \$962.80. Settlement Class Members will be issued payment of their Individual
10 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect
11 to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement
12 Payment").

13 15. Additionally, \$50,000.00 of the Gross Settlement Amount has been allocated toward
14 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$37,500.00,
15 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$12,500.00,
16 of which shall be paid to the Class Members. The highest Individual PAGA Payment to be paid is
17 approximately \$29.89, and the average Individual PAGA Payment to be paid is approximately \$13.16.

18 16. Phoenix's costs associated with the administration of this matter are \$12,500.00. This
19 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
20 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.
21

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

25 Executed this 21st day of August 2023, at Orange, California.

26
27 
28 TAYLOR MITZNER

Exhibit A

«PSA_ID»
«Presort_Tray_ID»
«Presort_Order»

Everett Alexander v. KBR Technical Services, Inc.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
(CASE NO. CIVSB2133085)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A:

- CURRENT OR FORMER CALIFORNIA EMPLOYEE OF KBR TECHNICAL SERVICES, INC., CENTAURI, LLC (ALSO KNOWN AS NTG), KBR MONTERREY S.A. DE C.V. AND/OR TECH STAFFING RESOURCES, LLC IN THE STATE OF CALIFORNIA AT ANY TIME FROM NOVEMBER 1, 2020, THROUGH OCTOBER 7, 2022 (the “Covered Period”), AND RECEIVED ONE OR MORE WAGE STATEMENTS DURING THIS TIME; or
- NON-EXEMPT CURRENT OR FORMER EMPLOYEE OF KBR WYLE SERVICES, LLC AND/OR KBR SERVICES, LLC IN THE STATE OF CALIFORNIA AT ANY TIME FROM NOVEMBER 1, 2020, THROUGH OCTOBER 7, 2022, AND RECEIVED ONE OR MORE WAGE STATEMENTS WITH OVERTIME OR DOUBLE TIME PAY DURING THIS TIME (the “Class”);

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

The San Bernardino 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.

ATTN: «First_Name» «Last_Name»
«Address_1»
«City», «State» «Zip_Code»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY «Total_Est_Amt» THROUGH
THIS CLASS ACTION SETTLEMENT**

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 KBR Technical Services, Inc. (“KBR”), Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., Tech Staffing Resources, LLC, KBR Wyle Services, LLC, and/or KBR Services, LLC (collectively, “Defendants”) 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: JULY 28, 2023	If you ask to be excluded from the settlement, you will get no payment from the settlement, aside from the “PAGA Amount” (described below), but you will keep any rights to sue Defendants separately for the same legal claims made in this lawsuit other than penalty claims premised on California’s Private Attorneys General Act, Labor Code § 2698, <i>et seq.</i>
You Can OBJECT TO THE SETTLEMENT DEADLINE: JULY 28, 2023	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline or personally appear at the final approval hearing. If your objection is overruled by the Court, 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?

On November 1, 2021, Plaintiff notified the Labor Workforce Development Agency (“LWDA”) of his intent to file an action under California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”) against KBR. Plaintiff allowed the LWDA an opportunity investigate his claim as required by the Labor Code. The LWDA took no action in response to Plaintiff’s notice.

On November 9, 2021, Plaintiff filed a lawsuit on behalf of himself and all allegedly similarly situated individuals against KBR in the Superior Court of the State of California, County of San Bernardino (Case No.CIVSB2133085) asserting a cause of action for penalties under California Labor Code section 226 on the grounds that KBR allegedly failed to provide accurate wage statements to employees. On November 29, 2022, Plaintiff filed a First Amended Complaint alleging an additional cause of action on behalf of himself and all allegedly similarly situated individuals asserting an additional cause of action for penalties under PAGA on the grounds that KBR allegedly failed to provide accurate wage statements to employees. Plaintiff also alleged in the First Amended Complaint that KBR’s affiliates Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., Tech Staffing Resources, LLC, KBR Wyle Services, LLC, KBR Services, LLC, are defendants and failed to provide accurate wage statements to its current and former employees (collectively, KBR and these entities are “Defendants”). This lawsuit, including the Complaint and First Amended Complaint, are the “Action.”

Defendants deny and dispute all such claims. Specifically, Defendants contend that they complied with California’s wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that the Action cannot be maintained as a class action.

3. Why is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Plaintiff thinks he could have won at trial. Defendants thinks that they would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the risks and cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

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

The Court has decided that the following individuals are class members: (1) all former and current employees of KBR, Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., and/or Tech Staffing Resources, LLC in the state of California at any time during the Covered Period who received one or more wage statements during the Covered Period and who do not opt-out of the settlement; and (2) all non-exempt current and former employees of KBR Wyle Services, LLC and/or KBR Services, LLC who worked in the state of California at any time during the Covered Period who received one or more wage statements with overtime or double time pay during the Covered Period and who do not opt-out of the settlement (the “Class”). If you received this Notice you are a member of the Class.

5. What Does the Settlement Provide?

The proposed settlement provides for a cash payment by KBR in the amount of \$1,500,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross 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 Gross Settlement Amount minus the following (the “Net Settlement Amount”): (a) settlement administration costs not to exceed \$25,000.00; (b) class representative service award to Plaintiff not to exceed \$10,000.00 for his work and efforts in prosecuting this cases, and for undertaking the risks of costs (in the event the outcome was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$500,000.00; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$15,000.00; and (e) payment of \$37,500.00 to the Labor and Workforce Development Agency (“LWDA”). **Class Counsel’s attorneys’ fees and costs remain subject to Court approval.**

The proposed settlement also provides that a portion of the penalties allocated to the claims brought under the Private Attorneys General Act (“PAGA”), Cal. Labor Code § 2698, *et seq.*, will be distributed to class members even if they request exclusion. The “PAGA Amount” will be 25% of the total amount allocated for the satisfaction of claims for civil penalties under the PAGA, currently estimated to total Twelve Thousand Five Hundred Dollars (\$12,500.00).

No portion of the Net Settlement Amount will be returned to KBR under any circumstances. Instead any unclaimed portions will be distributed to a court approved charitable organization.

6. How Much Will My Payment Be?

Your estimated share of the settlement is shown on the first page of this notice. The amount you are to receive is based on the number of Qualifying Pay Periods you worked during the period of November 1, 2020, through October 7, 2022. Qualifying Pay Periods” means (1) pay periods in which former and current employees of KBR, Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., and/or Tech Staffing Resources, LLC in the state of California received one or more wage statements during the Covered Period; and (2) pay periods in which current and former non-exempt employees of KBR Wyle Services, LLC and/or KBR Services, LLC in the state of California received one or more wage statements with overtime or double time pay during the Covered Period

According to the records, the number of Qualifying Pay Periods you worked during the relevant time period is determined to be «Pay_Periods». 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 pay periods, see below (Question 8).

7. How Do I Receive a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within approximately one hundred 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.

8. What If I Believe the Information is Inaccurate?

If you believe the number of Qualifying Pay Periods you worked is inaccurate, you may dispute it by sending a letter to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 no later than July 28, 2023. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

9. What Am I Giving Up to Receive 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 KBR or the other Released Parties for any legal claims based on the subject matter of this settlement. Specifically, you will be giving up or “releasing” the claims summarized below, as fully defined within the Parties’ Settlement Agreement.

Settled Class Claims

- All claims for penalties and damages, including costs and attorneys’ fees related thereto, predicated on claims alleged or could have been alleged based on the facts as alleged in the Complaint, First Amended Complaint, and/or LWDA Letter, including but not limited to any and all known or unknown claims related in any way to defective or inaccurate wage statements under any theory of law including California Labor Code section 226, that accrued from November 1, 2020, through October 7, 2022, against the Released Parties.

Settled PAGA Claims

- All claims for penalties, including costs and attorneys’ fees related thereto, predicated on PAGA claims alleged or could have been alleged based on the facts as alleged in the Complaint, First Amended Complaint, and/or LWDA Letters, including but not limited to any and all known or unknown claims related in any way to defective or inaccurate wage statements under any theory of law that accrued from November 1, 2020, through October 7, 2022, against the Released Parties.

The Released Parties are defined as: Defendant KBR Technical Services, Inc. and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, including but not limited to Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., Tech Staffing Resources, LLC, KBR Wyle Services, LLC, KBR Services, LLC, and each of their respective current and former owners, directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives).

10. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as a “Request for Exclusion” or an “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Everett Alexander v. KBR Technical Services, Inc.* settlement.

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 July 28, 2023, to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

If you submit a timely and valid Request for Exclusion” request, you will no longer be a member of the class and you will not receive any money from the settlement (except for that portion of the settlement allocated to PAGA penalty payments – i.e., the PAGA Settlement Amount), 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) KBR or any of the other Released Parties in the future for the same legal claims made in this lawsuit, at your own expense, with the exception of the Settled PAGA Claims (below).

- All claims for penalties, including costs and attorneys’ fees related thereto, predicated on PAGA claims alleged or could have been alleged based on the facts as alleged in the Complaint, First Amended Complaint, and/or LWDA Letters, including but not limited to from any and all known or unknown claims related in any way to defective or inaccurate wage statements under any theory of law that accrued from November 1, 2020, through October 7, 2022, against the Released Parties.

11. How Do I Tell the Court that I Don’t Believe that the Settlement is Fair?

As a class member, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing to the Settlement Administrator. You may also object by appearing at the final approval hearing for the settlement, either in person or through an attorney at your own expense. (See Question 14.) Regardless of whether you submitted a timely written objection to the Settlement Administrator, you may appear in person at the final approval hearing in order to object.

All written objections should be signed by you and should include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than July 28, 2023, to the Settlement Administrator at Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

12. 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. If the Court approves the settlement, you will receive your portion of the PAGA Settlement Amount regardless of whether you object or exclude yourself.

13. Do I Have a Lawyer in this Case?

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

14. How Will the Attorneys for the Class and the Class Representatives be Paid?

The attorneys for the Plaintiff and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$500,000.00 in attorneys’ fees and for actual litigation costs incurred up to a maximum of \$15,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see Question 16 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 want to be represented by your own lawyer, you may hire one at your own expense.

If approved by the Court, a service payment for the Plaintiff of an amount up to \$10,000.00 will be paid from the Gross 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).

15. 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 David Cohn on September 21, 2023, at 9:00 a.m., in Department S-26 of the Superior Court of California for the County of San Bernardino, located at 247 West 3rd Street, San Bernardino, CA 92415, 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. 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. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

16. How Do I Receive 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 calling the Settlement Administrator at (800) 523-5773 or writing to *Alexander v. KBR Technical Services, Inc.*, Settlement Administrator, c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863; or contacting Class Counsel.

17. 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 M. Agnew
Nicholas Rosenthal
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Fax: (213) 488-6554

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

WHAT IF I HAVE QUESTIONS?

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

Everett Alexander v. KBR Technical Services, Inc.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

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

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	950
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	950
Subtotal Admin Only	\$12,503.50

Not-to-Exceed Total **\$12,500.00**

August 18, 2023

Case: Alexander/KBR INVOICE

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$129.10	1	\$129.10
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$300.00	1	\$300.00
Total			\$1,061.10

* 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	950	\$237.50
Notice Packet & Opt-Out Form	\$1.30	950	\$1,235.00
Estimated Postage (up to 2 oz.)*	\$0.81	950	\$769.50
Static Website	\$200.00	1	\$200.00
Total			\$2,642.00

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.50	190	\$475.00
Remail Notice Packets	\$1.30	190	\$247.00
Estimated Postage	\$0.81	190	\$153.90
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$1,085.90

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	1	\$125.00
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			\$980.00

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	950	\$1,425.00
Estimated Postage	\$0.61	950	\$579.50
Total			\$3,364.50

* 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	190	\$285.00
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)	\$1,500.00	1	\$1,500.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office Estimated 9 Total Class Members	\$350.00	1	\$350.00
Total			\$3,370.00

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

Total: \$12,503.50