

1 B. James Fitzpatrick (SBN: 129056)
Laura L. Franklin (SBN: 282642)
2 **FITZPATRICK & SWANSTON**
555 S. Main Street Salinas, CA 93901
3 Telephone: (831) 755-1311
Facsimile: (831) 755-1319
4

Larry W. Lee (SBN: 228175)
5 **DIVERSITY LAW GROUP, P.C.**
515 South Figueroa Street, Suite 1250
6 Los Angeles, CA 90071
Telephone: (213) 488-6555
7 Facsimile (213) 488-6554

8 Attorneys for Plaintiff,
HEA YON SUZZIE DORN, on behalf of herself and all other similarly situated employees
9

O'HAGAN MEYER LLP
10 ANTHONY C. OCEGUERA, SB# 259117
E-Mail: AOceguera@ohaganmeyer.com
11 One Embarcadero Center, Suite 2100
San Francisco, California 94111
12 Telephone: (916) 313-7052

13 Attorneys for Defendant, CENTRAL COAST FEDERAL CREDIT UNION
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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF MONTEREY**
17

18 HEA YON SUZZIE DORN, on behalf of
19 herself and all similarly aggrieved employees,

20 PLAINTIFF,

21 v.

22 CENTRAL COAST FEDERAL CREDIT
23 UNION; and DOES 1 through 50, inclusive,

24
25 DEFENDANTS.

CASE NO. 22CV000335

**DECLARATION OF LLUVIA ISLAS OF
PHOENIX SETTLEMENT
ADMINISTRATORS IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Complaint Filed: February 3, 2022
Trial Date: None Set

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Dorn v. Central Coast Federal Credit Union* (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 October 17, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and number of Class Period Pay Periods worked by each Class Member (“Class List”) during the Class Period and PAGA Period. The final mailing list contained eighty-seven (87) individuals identified as Class Members.

1 4. On October 17, 2023, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On October 27, 2023, Phoenix mailed the Notice via U.S. first class mail, to all
6 eighty-seven (87) Class Members on the Class List. A true and correct copy of the mailed Notice is
7 attached hereto as **Exhibit A**.

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

10 7. As of the date of this declaration, zero (0) Notices remain undeliverable, because an
11 updated address could not be obtained via skip trace.

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

15 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
16 from Class Members. The deadline for objecting to the Class Settlement was December 11, 2023.

17 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
18 from Class Members. The deadline for submitting a dispute was December 11, 2023.

19 11. The Escalator Clause of the Settlement Agreement indicates, if the actual number of
20 shifts worked lasting five hours or longer totals more than 10% above 29,466 (i.e., more than
21 32,413), then Plaintiff may request that either: (1) the Gross Settlement Amount be augmented by
22 a corresponding increase over 10% (e.g., if there is a 12% increase in the total number of shifts, the
23 Gross Settlement Amount shall be increased by 2%), or (2) the Class Period end date be modified
24 so that the total number of shifts worked equals 32,413. As the total number of shifts was 29,466,
25 the escalator clause was not triggered.

26 12. The Net Settlement Amount of \$162,462.05 available to pay Settlement Class
27 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$100,000.00),
28 and Class Counsel costs (\$7,287.95), requested Enhancement Payment to Plaintiff Dorn

1 (\$5,000.00), the PAGA Amount (\$20,000.00), and the requested Settlement Administration Costs
2 (\$5,250.00) from the Gross Settlement Amount (\$300,000.00).

3 13. There are eighty-seven (87) Class Members who did not submit timely and valid
4 Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of
5 the Class. Settlement Class Members have worked a collective total of four thousand one hundred
6 twenty-three (4,123) Pay Periods during the Class Period. The highest Individual Settlement Share
7 to be paid is approximately \$5,106.06, the lowest Individual Settlement Share to be paid is
8 approximately \$45.03 and the average Individual Settlement Share to be paid is approximately
9 \$1,889.09. Settlement Class Members will be issued payment of their Individual Settlement Shares
10 subject to reduction for the Settlement Class Member's share of taxes and withholdings with respect
11 to the wages portion of the Individual Settlement Share (the net payment is their "Individual
12 Settlement Payment"). Pursuant to the Settlement, Defendant has agreed to fund the employer-side
13 taxes due separately and apart from the Gross Settlement Amount.

14 14. Additionally, \$20,000.00 of the Gross Settlement Amount has been allocated toward
15 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
16 \$15,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
17 or \$5,000.00, shall be paid to Aggrieved Employees who are or were employed by Defendant during
18 the PAGA Period. There are eighty-seven (87) Aggrieved Employees who worked a total of four
19 thousand one hundred twenty-three (4,123) pay periods during the PAGA Period. The highest
20 Individual PAGA Payment to be paid is approximately \$157.15, the lowest Individual PAGA
21 Payment to be paid is \$1.39 and the average Individual PAGA Payment to be paid is approximately
22 \$58.14.

23 15. Phoenix's costs associated with the administration of this matter are \$5,250.00. 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**.
26
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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 1st day of February 2024, at Orange, California.
4

5 *Lluvia Islas*

6 _____
LLUVIA ISLAS
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Exhibit A

DORN v. CENTRAL COAST FEDERAL CREDIT UNION
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

IMPORTANT LEGAL MATERIALS

«PSA_ID»
«First_Name» «Last_Name»
«Address_Line_1»
«City», «State» «Zip_Code»

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY
DORN v. CENTRAL COAST FEDERAL CREDIT UNION
Case No. 22CV000335

NOTICE OF CLASS ACTION SETTLEMENT

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$«est_set_amt» THROUGH THIS CLASS ACTION SETTLEMENT.

To: All non-exempt employees who are or previously were employed by Central Coast Federal Credit Union in California during the period of February 3, 2018, through May 19, 2023.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the “Settlement”) has been reached in the class action and representative lawsuit entitled *DORN v. CENTRAL COAST FEDERAL CREDIT UNION*, Case No. 21CV000335 (hereinafter referred to as the “Action”).

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 16, below.

2. WHAT IS THE ACTION ABOUT?

On February 3, 2022, this Action was filed against Defendant Central Coast Federal Credit Union (“Defendant”), alleging: (1) violation of Labor Code §§ 226.7 and 1198 regarding meal periods and premiums; (2) violation of Labor Code §§ 226.7 and 1198 regarding rest periods and premiums; (3) violation of Labor Code §§ 1194 and 1198 regarding hourly and overtime wages; (4) violation of Labor Code §§ 226, 1174, and 1175 regarding itemized wage statements; (5) violation of Labor Code §§ 201-203 regarding timely payment of final wages; (6) violation of Labor Code § 2802 regarding reimbursement of work-related expenses; (7) violation of Labor Code § 2699, the Private Attorneys General Act (“PAGA”); and (8) violation of Business and Professions Code § 17200 for unfair business practices.

Defendant vehemently denies the allegations in the Action and is prepared to continue to defend the action vigorously. The court has not made any ruling on the merits in the Action.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Hea Yon Suzzie Dorn (“Plaintiff”) is the person who is bringing this Action on your behalf and on behalf of other similarly situated employees.

In the Action, the Plaintiff seeks to represent you on a class and representative basis. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All non-exempt employees who are or previously were employed by Central Coast Federal Credit Union in California during the period of February 3, 2018, through May 19, 2023. The time between February 3, 2018 and May 19, 2023 is the “Class Period.”

Based on Defendant’s records, you worked as a non-exempt employee in California for «Total_Pay_Periods» during the Class Period.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on June 30, 2023 in the Superior Court of the State of California for the County of Monterey, at which time Judge Thomas W. Wills preliminarily approved the Settlement. On October 3, 2023, the Judge approved amendments to the Settlement.

For all Class Members who do not exclude themselves from the Settlement as provided herein, the Settlement will resolve the Class Members’ claims, demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including claims under Labor Code §§ 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, and 2802, which include claims for meal periods and premiums, rest periods and premiums, timely payment of wages, including final wages, itemized wage statements, and reimbursement of work-related expenses. The Settlement will also resolve violation of Business and Professions Code § 17200 based on such Labor Code sections. Together these are the “Released Claims.”

In addition, the Settlement will resolve the Class Members’ claims under Labor Code § 2699, the Private Attorneys General Act (“PAGA”), that were brought or could have reasonably been brought based on the facts alleged in Plaintiff’s LWDA letter during the “PAGA Period” February 3, 2018 and May 19, 2023, including violations of the above Labor Code sections. These are the “Released PAGA Claims.” There is no exclusion from the Released PAGA Claims.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to the Plaintiff or the Class Members on those claims.

The parties have agreed to settle the case for a maximum total payment of \$300,000.00 (“Gross Settlement Amount”). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys’ fees not to exceed \$100,000.00 (1/3) of the total settlement amount; (2) documented litigation costs to Class Counsel, in amounts set by the Court, up to \$25,000.00; (3) service award to the Plaintiff for services in the Action, in an amount not to exceed \$5,000.00; (4) \$6,000.00 for settlement administration costs; and (5) \$15,000.00 for PAGA penalties to be paid to the California Labor & Workforce Development Agency (“LWDA”). The amount of money remaining after these payments is the amount that will be distributed to individuals who are Settlement Class Members. This amount is known as the “Net Settlement Amount.”

Class Members who do not exclude themselves from the Settlement are the “Settlement Class Members” and are the individuals who will receive an Individual Settlement Payment. The Settlement Administrator will determine each Settlement Class Member’s Individual Settlement Payment as follows: The Net Settlement Amount shall be divided among the Settlement Class Members on a pro-rata basis, based upon the total number of pay periods worked by each such Settlement Class Member during the Class Period (including partial weeks) based on: (1) each Settlement Class Member’s total number of pay periods worked during the Class Period; (2) divided by the aggregate number of total number of pay periods worked during the Class Period for all Settlement Class Members; (3) multiplied by the value of the total Net Settlement Amount.

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the Settlement is approved, the Court will enter a Final Order and Judgment, and **you will release the following claims, and will be barred from prosecuting any and all such claims against Defendant and the Released Parties:**

Any and all claims, demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including claims under Labor Code §§ 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, and 2802, and Business and Professions Code § 17200, *et seq.* (“Released Claims”).

Claims under California Labor Code § 2698, *et seq.* that were brought or could have reasonably been brought based on the facts alleged in Plaintiff’s LWDA Letter during the Class Period, including violation of Labor Code §§ 201-203, 204, 226(a), 226.7, 246, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, and 2802 (“Released PAGA Claims”).

The Judgment will resolve the claims to the extent provided in the Settlement Agreement and will permanently bar all Settlement Class Members from prosecuting any and all such claims against Defendant and the Released Parties. You will remain bound by the Settlement, and you cannot sue, continue to sue, or be a part of any other lawsuit about the Released Claims and Released PAGA Claims. It also means that all of the Court's orders will apply to you and legally bind you.

The precise definitions of the capitalized terms in the paragraphs above can be found in the Joint Stipulation and Settlement of Class Action Claims, which can be viewed at the Courthouse (Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940) during normal business hours.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive an Individual Settlement Payment from this Settlement approximately 60 days after the Final Approval Hearing on March 8, 2024, if the Settlement is approved and no objections are filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment. If you fail to keep your address current, you may not receive your Individual Settlement Payment.

8. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You can object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, but you will also receive an Individual Settlement Payment. To object, you must mail your written objection and any notice of intention to appear at the Final Approval Hearing to the Settlement Administrator and the attorneys at the addresses listed below by December 11, 2023:

Settlement Administrator:
DORN v. CENTRAL COAST FEDERAL CREDIT UNION
 c/o Phoenix Settlement Administrators
 P.O. Box 7208
 Orange, CA 92863
 Telephone: (800) 523-5773

Counsel for Named Plaintiff:

B. James Fitzpatrick, Esq.
 Laura L. Franklin, Esq.
FITZPATRICK & SWANSTON
 555 S. Main Street
 Salinas, CA 93901
 Telephone: (831) 755-1311

Larry W. Lee, Esq.
 Kristen M. Agnew, Esq.
 Nicholas Rosenthal, Esq.
DIVERSITY LAW GROUP, P.C.
 515 S. Figueroa Street, Suite 1250
 Los Angeles, CA 90071
 Telephone: (213) 488-6555

Counsel for Defendant:

Anthony C. Ocegüera, Esq.
 George J. Theofanis, Esq.
BARBER RANEN LLP
 One Embarcadero Center, Suite 2100
 San Francisco, CA 94111
 Telephone: 916.313.7052

Any written objections shall state each specific reason for your objection and any legal support for each objection. Your objection and the envelope containing the objection must state: "Attention: *DORN v. CENTRAL COAST FEDERAL CREDIT UNION*, 22CV000335." Your objection shall also state your full name, current address, and include any and all evidence you want considered by the Court. If you wish to address the Court at the Final Approval Hearing scheduled for March 8, 2024, you should also state your desire to be heard at the Final Approval Hearing in your written objection. You may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense.

IF YOU DO NOT TIMELY MAKE YOUR WRITTEN OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND MAY NOT APPEAL THE FINAL JUDGMENT. HOWEVER, YOU MAY STILL APPEAR AND SPEAK AT THE FINAL APPROVAL HEARING.

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the class settlement. To do so, you must submit a written request for exclusion to the Settlement Administrator at the following address:

DORN v. CENTRAL COAST FEDERAL CREDIT UNION
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

To be valid, a written request for exclusion must state that you wish to be excluded, and (1) must contain your name (and former names, if any), current address; (2) must be signed by you; (3) must be postmarked on or before December 11, 2023; and (4) returned to the Settlement Administrator at the address listed above.

Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded. There is no exclusion from the Released PAGA Claims.

10. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiff will request a service award of up to \$5,000.00 for her services as the Class Representative and for her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Plaintiff. Plaintiff's Application for her Service Payment can be viewed at the Courthouse after February 14, 2024, during normal business hours (as well as Class Counsel's Application for Attorneys' Fees and Costs as discussed below).

11. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has ordered that the interests of Named Plaintiff and the Class Members are represented by counsel for Named Plaintiff as follows:

B. James Fitzpatrick, Esq.
Laura L. Franklin, Esq.
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311

Larry W. Lee, Esq.
Kristen M. Agnew, Esq.
Nicholas Rosenthal, Esq.
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

(collectively, "Class Counsel"). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about the case or the Settlement, you should ask Class Counsel. Counsel for Defendant listed in Section 8 above represents Defendant and does not represent you or any Class Members.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed 1/3 of the total settlement amount (in other words, up to \$100,000.00) for their attorneys' fees and litigation costs not exceeding \$25,000.00. A copy of Class Counsel's application for attorneys' fees and costs can be viewed at the Courthouse after February 14, 2024, during normal business hours. The actual amount awarded to Class Counsel will be determined by the Court.

13. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to Named Plaintiff.

14. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on March 8, 2024, at 8:30 a.m., in Department 15 of the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940 (“Final Approval Hearing”).

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing unless you have timely filed an objection with the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

15. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. You may speak at the Final Approval Hearing. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

16. HOW DO I GET MORE INFORMATION?

To see a copy of the Joint Stipulation and Settlement of Class Action Claims (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs, the operative Complaint filed in the Action, and other filed documents related to Plaintiff’s lawsuit and this Settlement, you may view all such files at the Clerk’s office at the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Central Coast Federal Credit Union Class Action Settlement.

DORN v. CENTRAL COAST FEDERAL CREDIT UNION

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

Email: notice@phoenixclassaction.com

<https://www.phoenixclassaction.com/central-coast-federal-credit-union/>

You may also contact the attorneys for the Class, whose names and contact information are listed above.

17. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	87
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	87
Subtotal Admin Only	\$5,265.02

Not-to-Exceed Total	\$5,250.00
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January 3, 2024

Case: Dorn/Central Coast Federal Credit Union Opt-Out Administration

Phoenix Contact: Jarrod Salinas

Contact Number: 800-523-5773

Email: Jarrod@phoenixclassaction.com

Requesting Attorney: Nick Rosenthal

Firm: Diversity Law Group

Contact Number: 213.488.6555

Email: nrosenthal@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on 90 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

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	3	\$300.00
Toll Free Setup*	\$99.06	1	\$99.06
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$50.00	2	\$100.00
Total			\$731.06

* 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	1	\$100.00
Data Merge & Duplication Scrub	\$0.50	87	\$43.50
Notice Packet & Opt-Out Form	\$2.00	87	\$174.00
Estimated Postage (up to 2 oz.)*	\$0.64	87	\$55.68
Static Website	\$200.00	1	\$200.00
Total			\$573.18

* 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	\$2.50	0	\$0.00
Remail Notice Packets	\$2.00	0	\$0.00
Estimated Postage	\$0.64	0	\$0.00
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$210.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Non Opt-Out Processing	\$135.00	1	\$135.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$645.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	2	\$200.00
Disbursement Review	\$100.00	2	\$200.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks *	\$2.00	87	\$174.00
Estimated Postage	\$0.64	87	\$55.68
Total			\$1,124.68

* 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	\$100.00	2	\$200.00
Remail Undeliverable Checks (Postage Included)	\$1.50	17	\$26.10
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$120.00	2	\$240.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$735.00	1	\$735.00
Total			\$1,981.10

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

Total: \$5,265.02