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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Coordination Proceeding
Special Title (Rule 3.550)

HUMANO WAGE AND HOUR CASES

Included actions:

Hines v. Humano LLC

Emmens v. Humano LLC

Thurman v. Humano LLC

JUDICIAL COUNCIL COORDINATION
PROCEEDING
No. 5240

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
No. 34-2022-00313411

SUPERIOR COURT OF CALIFORNIA
COUNTY OF YOLO
No. CV2021-2225

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
No. CIVSB2227784

*[Assigned for all purposes to Hon. Daniel
M. Wolk, Dept. 8]*

**DECLARATION OF TAYLOR
MITZNER IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 20, 2024
Time: 10:30 a.m.
Dept.: 8

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Attorneys for Plaintiff Doris J Thurman

1 I, Taylor Mitzner, declare as follows:

2 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the
3 Court-appointed Class Action Settlement Administrator for *Hines, et al. v. Humano LLC* (the
4 “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I
5 could and would testify competently to such facts.

6 2. Phoenix was selected by the Parties to provide notice of the Settlement and
7 perform class administration duties in this Action. Pursuant to the Stipulation of Class Action and
8 PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was
9 responsible for: (i) preparing, translating, printing, and mailing the *Notice of Proposed Class*
10 *Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating
11 the number of weeks each Class Member worked during the period from December 21, 2017 to
12 October 5, 2023 (“Class Period”) and the number of workweeks that each Aggrieved Employee
13 worked during the time period from December 10, 2020 to October 5, 2023 (“PAGA Period”);
14 (iv) determining the validity of letters indicating a request to be excluded from the Class
15 Settlement (“Requests for Exclusion”), written objections to the Class Settlement
16 (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class
17 Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to
18 Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing
19 them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees;
20 (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement
21 Payments to both Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing
22 authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties
23 mutually agree or as the Court orders.

24 3. On August 8, 2024, Phoenix received a data file from Defense Counsel that
25 contained names, last known mailing addresses, Social Security numbers, and workweeks for
26 each Class Member (“Class List”) during the Class Period and PAGA Period. The final mailing
27 list contained seven thousand six hundred eleven (7,611) individuals identified as Class Members.
28

1 4. The Escalator Clause of the Settlement Agreement indicates if the actual number
2 of Workweeks exceeds sixty-nine thousand three hundred (69,300), the Gross Settlement Amount
3 shall be increased in proportion to the increase in Workweeks. The total number of Workweeks
4 during the Class Period was sixty-six thousand nine hundred ninety-four (66,994). Since the total
5 number of Workweeks did not exceed 69,300, the Escalator Clause was not triggered.

6 5. On August 12, 2024, Phoenix conducted a National Change of Address (“NCOA”)
7 search in an attempt to update the class list of addresses as accurately as possible. A search of this
8 database provides updated addresses for any individual who has moved in the previous four (4)
9 years and notified the U.S. Postal Service of their change of address.

10 6. On August 30, 2024, Phoenix mailed the Notice via U.S. first class mail, in English
11 and Spanish, to all seven thousand six hundred eleven (7,611) Class Members on the Class List.
12 A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

13 7. As of the date of this declaration, twenty-one (21) Notices have been returned to
14 Phoenix. None were returned with a forwarding address. For the twenty-one (21) Notices returned
15 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
16 address using TransUnion TLOxp, one of the most comprehensive address databases available
17 for skip tracing. Of the twenty-one (21) Notices that were skip traced, nineteen (19) updated
18 addresses were obtained and the Notice was promptly re-mailed to those Class Members via first
19 class mail.

20 8. As of the date of this declaration, two (2) Notices remain undeliverable since an
21 updated address could not be obtained via skip trace.

22 9. As of the date of this declaration, Phoenix has received one (1) timely Request for
23 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
24 October 14, 2024. One (1) additional Request for Exclusion was received after the deadline
25 without a postmark. Because it was received after the deadline, the late Request for Exclusion is
26 considered invalid.

1 10. As of the date of this declaration, Phoenix has received zero (0) Notices of
2 Objection from Class Members. The deadline for objecting to the Class Settlement was October
3 14, 2024.

4 11. As of the date of this declaration, Phoenix has received zero (0) Workweek
5 disputes from Class Members. The deadline for submitting a dispute was October 14, 2024.

6 12. There are seven thousand six hundred ten (7,610) Class Members who did not
7 submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class
8 Members, representing 99.99% of the Class. Settlement Class Members who did not request
9 exclusion have worked a collective total of sixty-six thousand nine hundred ninety-three (66,993)
10 Workweeks during the Class Period. Each Workweek is valued at approximately \$11.50.

11 13. The Net Settlement Amount of \$770,179.97 available to pay Settlement Class
12 Members was determined by subtracting the requested Class Counsel attorneys' fees
13 (\$500,000.00), and Class Counsel costs (\$55,320.03), requested Enhancement Payment to
14 Plaintiffs (\$10,000.00 each totaling \$30,000.00), the PAGA Amount (\$100,000.00), and the
15 requested Settlement Administration Costs (\$44,500.00) from the Gross Settlement Amount
16 (\$1,500,000.00).

17 14. Based upon the calculations stipulated in the Settlement, the highest Individual
18 Settlement Share to be paid is approximately \$3,483.42, the lowest Individual Settlement Share
19 to be paid is approximately \$11.50, while the average Individual Settlement Share to be paid is
20 approximately \$101.21. Settlement Class Members will be issued payment of their Individual
21 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
22 respect to the wages portion of the Individual Settlement Share (the net payment is their
23 "Individual Settlement Payment").

24 15. Additionally, \$100,000.00 of the Gross Settlement Amount has been allocated
25 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
26 \$75,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and
27 25%, or \$25,000.00, of which shall be paid to all individuals who are or were employed by
28 Defendant during the PAGA Period. There are four thousand seven hundred twenty-nine (4,729)

1 Aggrieved Employees who worked a total of twenty-seven thousand five hundred thirteen
2 (27,513) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid
3 is approximately \$67.24, and the average Individual PAGA Payment to be paid is approximately
4 \$5.29.

5 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
6 due separately and apart from the Gross Settlement Amount.

7 17. Phoenix's costs associated with the administration of this matter are \$44,500.00.
8 This includes all costs incurred to date, as well as estimated costs involved in completing the
9 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
10 **Exhibit B.**

11
12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

14 Executed on November 12, 2024, at Orange, California.

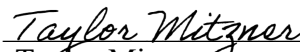
15
16 
17 Taylor Mitzner

Exhibit A

In re: Humano Wage and Hour Cases
Superior Court of California, County of Yolo (Case No. JCCP5240)
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER NON-EXEMPT EMPLOYEE OF HUMANO LLC (“DEFENDANT”) IN THE STATE OF CALIFORNIA AT ANY TIME FROM DECEMBER 21, 2017, THROUGH OCTOBER 5, 2023, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.

The Yolo 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.

HUMANO LLC CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

«PSA_ID»

ATTN: «First_Name» «Last_Name»

«Address_1»

«City», «State» «ZIP_Code»

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

- Michael Emmens, Jermaine Hines, and Doris Thurman (“Named Plaintiffs”) have sued Defendant on behalf of themselves 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 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: October 14, 2024)	If you ask to be excluded from the settlement, you will get no payment from the class settlement, but you will keep any right to sue Defendant separately for the same legal claims made in this lawsuit. Your exclusion request shall not apply to the portion of the Settlement related to the Released PAGA Claims. See Sections 10 and 11 for more information. Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: October 14, 2024)	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 Plaintiffs allege that Defendant failed to provide off-duty meal and rest breaks, failed to pay for all hours worked (including minimum and overtime wages), failed to pay wages (including sick pay) based on the regular rate of pay, failed to reimburse employee for work-related expenses, failed to timely pay wages during employment and upon separation of employment, paid wages via pay cards that required employees to incur fees with usage, and failed to provide accurate itemized wage statements to its employees. The Named Plaintiffs seek on behalf of all similarly situated current and former employees all unpaid minimum, regular, and overtime wages, unpaid business expenses, and related statutory and civil penalties under California law

Defendant denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. Defendant asserts that it complied with all legal requirements, but is resolving this action in order to avoid the costs of further legal proceedings.

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, Michael Emmens, Jermaine Hines, and Doris Thurman), sue 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 Yolo County Superior Court is in charge of the case. The lawsuit is known as *In re: Humano Wage and Hour Cases*, Case No. JCCP5240.

4. Why Is There a Settlement?

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

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

The Court has decided that all current and former non-exempt employees who worked for Defendant in the State of California at any time from December 21, 2017, through October 5, 2023 (the “Class Period”), is a class member.

6. What Does the Settlement Provide?

The proposed settlement provides for a payment by Defendant 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 value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement administration costs of approximately \$45,000.00; (b) Enhancement Payments to the Named Plaintiffs in an amount not to exceed \$10,000.00 each (collectively, \$30,000.00) for their work and effort 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 \$500,000.00; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$50,000.00; and (f) payment of PAGA penalties to the Labor and Workforce Development Agency and Aggrieved Employees in the amount of \$100,000.00. **Class Counsel’s attorneys’ fees and costs, Named Plaintiffs’ Enhancement Payments, and the payment to the Labor and Workforce Development Agency and Aggrieved Employees, remain subject to Court approval.**

No portion of the Net Settlement Amount will be returned to Defendant under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of workweeks you worked for Humano LLC during the Class Period (and PAGA Period, if applicable), as compared to the total number of workweeks worked by all class members during that same period. Based upon Defendant’s records, the number of workweeks you worked is determined to be «Total_Weeks» Total Weeks. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you dispute the number of workweeks worked listed above, 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 sixty days of October 5, 2025, 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 the number of workweeks you worked 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 **October 14, 2024**. 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.

10. 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 Defendant for any legal claims arising during the Class Period that are based on the facts alleged by Named Plaintiffs in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or “releasing” the claims described below:

[A]ll claims that were or could have been asserted under the facts alleged in the operative complaints of the Coordinated Action for violation of Labor Code §§ 201-203, 204, 212, 213, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1194, 1198, and 2802, Business and Professions Code § 17200, *et seq.*, and claims based on any of the statutory provisions identified herein, including claims for costs and attorneys’ fees related thereto, that accrued during the Released Claims Period (“**Released Claims**”).

The Released Claims listed above relate to Defendant’s failure to provide meal periods, failure to authorize and permit rest periods, failure to pay for all hours worked (including minimum and overtime wages), failure to pay wages (including sick pay) based on the regular rate of pay, failure to indemnify employees for expenditures, failure to timely pay wages during employment and upon separation of employment, payment of wages via pay cards that incurred fees with usage, and failure to furnish accurate itemized wage statements. The Released Claims Period is December 21, 2017, through October 5, 2023.

In addition, if you are an Aggrieved Employee, you will provide the following release:

[A]ll claims for civil penalties under the California Private Attorneys General Act for violation of Labor Code §§ 201-203, 204, 212, 213, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1194, 1198, and 2802, including claims for costs and attorneys’ fees related thereto, that accrued during the PAGA Period (“**Released PAGA Claims**”).

Aggrieved Employees are all current and former non-exempt employees who worked for Defendant in the State of California at any time from December 10, 2020, through October 5, 2023. The PAGA Period is December 10, 2020, through October 5, 2023.

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 *In re: Humano Wage and Hour Cases* 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 **October 14, 2024**, to the Settlement Administrator at Phoenix Settlement Administrators, 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 class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of 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.

If you are both a class member and an Aggrieved Employee, you may not exclude yourself from the Released PAGA Claims regardless of whether you submit a valid “opt-out” request.

PAGA claims are brought on behalf of the State of California by an employee who has been given permission by the State of California to litigate on its behalf. Any settlement of PAGA claims, once approved, is binding on the State and forecloses future lawsuits by the State (or other employees acting on its behalf) that seek PAGA civil penalties for the settled alleged violations. Thus, because the claim for PAGA civil penalties belongs to the State and not individual employees, there is no mechanism for employees to exclude themselves from the settlement of the Released PAGA Claims. If you exclude yourself now you will not receive your class settlement payment and you will not give up the Released Claims. But, even if you exclude yourself, you may still receive a portion of the PAGA Payment (see Section 10 for eligibility) and be bound by the Released PAGA Claims.

12. If I Don't Exclude Myself, Can I Sue Defendant Or Receive Money From The Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you do not exclude yourself from the settlement and the Court grants final approval of the settlement and enters judgment, you will be bound by that judgment. 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 **October 14, 2024**.

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class action claims in this matter.

13. How Do I Tell The Court That I Don't Believe That The Settlement Is Fair?

If you are a class member and you do not exclude yourself from the settlement, 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. All written objections must be signed by you and must 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. Any objections should be mailed to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 and be postmarked no later than **October 14, 2024**. All objections received will be presented to the Court for consideration. However, the Court may, in its discretion, refuse to consider any objections that are not timely.

Upon the submission of your objection, 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. Any class member who does not request exclusion may enter an appearance through counsel if they wish.

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 Haines Law Group, APC, Diversity Law Group, P.C., Polaris Law Group, and James Hawkins APLC, all of which represent the Named Plaintiffs, 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.

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 Gross Settlement Amount. Class Counsel will ask for up to \$500,000.00 in attorneys' fees and for litigation costs incurred up to a maximum of \$50,000.00, 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, enhancement payments for the Named Plaintiffs in an amount up to \$10,000.00 each (collectively, \$30,000.00) will be paid from the Gross Settlement Amount for their work and effort 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 Daniel M. Wolk on December 20, 2024, at 10:30 a.m., in Department 8 of the Superior Court of California for the County of Yolo, located at 1000 Main Street, Woodland, California 95695, 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.

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 and be bound by the judgment.

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.

The addresses for the Court and Class Counsel are as follows:

COURT
Clerk of Court Yolo County Superior Court 1000 Main Street Woodland, California 95695

CLASS COUNSEL	CLASS COUNSEL (cont'd)
HAINES LAW GROUP, APC Paul K. Haines Sean M. Blakely 2155 Campus Drive, Suite 180 El Segundo, CA 90245 Tel: (424) 292-2350 Fax: (424) 2929-2355 phaines@haineslawgroup.com sblakely@haineslawgroup.com	DIVERSITY LAW GROUP, P.C. Larry W. Lee Kristen M. Agnew 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554 lwlee@diversitylaw.com kagnew@diversitylaw.com
POLARIS LAW GROUP William L. Marder 501 San Benito Street, Suite 200 Hollister, CA 95023 (831) 531-4214 (831) 634-0333 facsimile bill@polarislawgroup.com	JAMES HAWKINS APLC James R. Hawkins, Esq. (#192925) Gregory Mauro, Esq. (#222239) Michael Calvo, Esq. (#314986) 9880 Research Drive, Suite 200 Irvine, CA 92618 Tel.: (949) 387-7200 Fax: (949) 387-6676 James @jameshawkinsaplc.com Greg@jameshawkinsaplc.com Michael@jameshawkinsaplc.com

WHAT IF I HAVE QUESTIONS?

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

In re: Humano Wage and Hour Cases
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

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

In re: Humano Wage and Hour Cases
Tribunal Superior de California, Condado de Yolo (Caso n° JCCP5240)

AVISO DE PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA (“AVISO”)

SI USTED ES UN EMPLEADO ACTUAL O ANTERIOR NO EXENTO DE HUMANO LLC (“ACUSADO”) EN EL ESTADO DE CALIFORNIA EN CUALQUIER MOMENTO DESDE EL 21 DE DICIEMBRE DE 2017 HASTA EL 5 DE OCTUBRE DE 2023, ES POSIBLE QUE PUEDA COBRAR DINERO DE UN ACUERDO DE DEMANDA COLECTIVA.

El Tribunal Superior del Condado de Yolo (“Tribunal”) autorizó el envío de esta Notificación por parte de Phoenix Settlement Administrators (“Administrador del Acuerdo”). Esto no es un anuncio. Esto no es una solicitud de un abogado.

HUMANO LLC NO PUEDE Y NO TOMARÁ REPRESALIAS CONTRA USTED DE NINGUNA MANERA POR PARTICIPAR EN ESTE ACUERDO.

«PSA_ID»

ATTN: «First_Name» «Last_Name»

«Address_1»

«City», «State» «ZIP_Code»

SE ESTIMA QUE RECIBIRÁ

APROXIMADAMENTE

«ESA_Before_Paga» A TRAVÉS DE ESTE

ACUERDO DE DEMANDA COLECTIVA

- Michael Emmens, Jermaine Hines y Doris Thurman (“Demandantes Nombrados”) han Demandado al Demandado en nombre propio y de todos los demás empleados en situación similar.
- Las partes en litigio han llegado a un Acuerdo provisional y el Tribunal lo ha aprobado de forma preliminar.
- El Acuerdo resuelve la Demanda.
- Sus derechos legales se verán afectados tanto si actúa como si no. Lea atentamente este aviso.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE PLEITO

No HACER NADA	Usted recibirá un pago del Acuerdo. Si no hace nada, continuará su participación en este pleito y se verá afectado por el resultado de este. Recibirá un pago del Acuerdo; sin embargo, perderá cualquier derecho a Demandar al Demandado por separado por las mismas reclamaciones legales formuladas en la Demanda. La cantidad estimada de su pago de Acuerdo se muestra arriba. Para recibir su pago del Acuerdo, todo lo que tiene que hacer es mantener informado al Administrador del Acuerdo de su dirección postal actual. Una vez que el Tribunal conceda la aprobación definitiva del Acuerdo, el Administrador del Acuerdo le enviará su cheque por correo a la dirección que conste en sus archivos.
Puede SOLICITAR QUE SE LE EXCLUYA DEL ACUERDO (Plazo: 14 de octubre de 2024)	Si solicita ser excluido del Acuerdo, no obtendrá ningún pago del Acuerdo colectivo, pero conservará cualquier derecho a Demandar al Demandado por separado por las mismas reclamaciones legales presentadas en esta Demanda. Su solicitud de exclusión no se aplicará a la parte del Acuerdo relacionada con las Reclamaciones Exoneradas PAGA. Consulte las Secciones 10 y 11 para obtener más información. Importante: No puede solicitar ser excluido y aun así recibir un pago del Acuerdo colectivo.
Puede OBJETAR EL ACUERDO (Plazo: 14 de octubre de 2024)	Si no está de Acuerdo con el Acuerdo, puede enviar una objeción por escrito al administrador del Acuerdo antes de la fecha límite. Si su objeción es desestimada, seguirá estando obligado por los términos del Acuerdo y recibirá el pago de este. Importante: Si se opone al Acuerdo, no puede pedir también que se le excluya.

ESTOS DERECHOS Y OPCIONES -Y LOS PLAZOS PARA EJERCERLOS- SE EXPLICAN EN ESTE AVISO.

El Tribunal está a cargo de esta Demanda y aún debe decidir si aprueba el Acuerdo. Los pagos se efectuarán si el Tribunal aprueba el Acuerdo y una vez resueltas las apelaciones, si las hubiera. **Por favor, tenga paciencia.**

1. ¿Por qué debe leer este aviso?

Debe leer este Aviso porque puede tener derecho a recibir dinero de un Acuerdo de Demanda Colectiva.

2. ¿De qué trata esta Demanda?

En la Demanda, los Demandantes Nombrados alegan que el Demandado no proporcionó pausas para comer y descansar fuera del horario de trabajo, no pagó todas las horas trabajadas (incluidos los salarios mínimos y por horas extraordinarias), no pagó los salarios (incluida la paga por enfermedad) basándose en la tarifa salarial regular, no reembolsó a los empleados los gastos relacionados con el trabajo, no pagó puntualmente los salarios durante el empleo y tras la separación del empleo, pagó los salarios mediante tarjetas de pago que obligaban a los empleados a incurrir en gastos con el uso, y no proporcionó declaraciones salariales detalladas precisas a sus empleados.

Los Demandantes Nombrados solicitan, en nombre de todos los empleados actuales y anteriores en situación similar, todos los salarios mínimos, regulares y por horas extraordinarias no pagados, los gastos comerciales no pagados y las sanciones legales y civiles relacionadas en virtud de la legislación de California

El Demandado niega las alegaciones de la Demanda y niega que haya cometido ninguna infracción. El Demandado afirma que cumplió con todos los requisitos legales, pero que está resolviendo esta acción para evitar los costes de más procedimientos legales.

3. ¿Por qué se trata de una Demanda Colectiva?

Esta Demanda es una Demanda Colectiva. En una Demanda Colectiva, una o más personas, denominadas representante de la Clase (en este caso, Michael Emmens, Jermaine Hines y Doris Thurman), Demandan en nombre de personas que supuestamente tienen reclamaciones similares. Todas estas personas constituyen una clase o Miembros de una clase. Un caso resuelve las cuestiones para todos los Miembros de la clase, excepto para aquellos que se excluyan de la clase. El Tribunal Superior del Condado de Yolo es el encargado del caso. La Demanda se conoce como *In re: Humano Wage and Hour Cases*, Caso n° JCCP5240.

4. ¿Por qué hay un Acuerdo?

El Tribunal no decidió a favor de los Demandantes Nombrados ni del Demandado. Los Demandantes Nombrados piensan que podrían haber ganado en el juicio. El Demandado piensa que habría ganado en el juicio. Pero no hubo juicio. En su lugar, ambas partes acordaron un Acuerdo. De ese modo, evitan el coste del litigio y las personas potencialmente afectadas obtendrán una indemnización. Los representantes del colectivo y los abogados creen que el Acuerdo es lo mejor para los Miembros del colectivo.

5. ¿Cómo sé si formo parte del Acuerdo?

El Tribunal ha decidido que todos los empleados actuales y anteriores no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento desde el 21 de diciembre de 2017 hasta el 5 de octubre de 2023 (el “Período de la Clase”), son Miembros de la clase.

6. ¿Qué prevé el Acuerdo?

El Acuerdo propuesto prevé un pago por parte del Demandado de \$1,500,000.00 para resolver total y definitivamente todas las reclamaciones del pleito (denominado “Importe bruto del Acuerdo”). El importe total que se distribuirá a los Miembros de la Clase que puedan ser localizados, y que no se excluyan del Acuerdo, será el valor del Importe Bruto del Acuerdo una vez deducido lo siguiente (el “Importe Neto del Acuerdo”): (a) costes de administración del Acuerdo de aproximadamente \$45,000.00; (b) pagos de mejora a los Demandantes nombrados por un importe no superior a \$10,000.00 cada uno (en conjunto, \$30,000.00) por su trabajo y esfuerzo en la tramitación de este caso, y por asumir los riesgos de las costas (en caso de que el resultado de este pleito no fuera favorable); (c) honorarios de los abogados del abogado de la Clase no superiores a \$500,000.00; (d) los costos y gastos reales del litigio del Abogado de la Clase, respaldados por una declaración, que no excedan los \$50,000.00; y (f) el pago de las sanciones PAGA a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral y a los Empleados Agraviados por un monto de \$100,000.00. **Los honorarios y costos de los abogados del Asesor Legal de la Clase, los Pagos de Mejora de los Demandantes Nombrados, y el pago a la Agencia de Desarrollo Laboral y de la Fuerza Laboral y a los Empleados Agraviados, permanecen sujetos a la aprobación del Tribunal.**

Ninguna porción del Monto Neto del Acuerdo será devuelta al Demandado en ninguna circunstancia.

7. ¿A cuánto ascenderá mi pago?

Su parte estimada del Acuerdo se muestra arriba y se basa en el número de Semanas Laborales que trabajó para Humano LLC durante el Período de la Demanda Colectiva (y el Período PAGA, si procede), en comparación con el número total de Semanas Laborales trabajadas por todos los Miembros de la Demanda Colectiva durante ese mismo período. En base a los registros del Demandado, se determina que el número de Semanas Laborales que usted trabajó es «Total_Weeks». Si esta información le parece correcta, no necesita hacer nada más para recibir el pago de su Acuerdo. Si no está de Acuerdo con el número de Semanas Laborales trabajadas arriba indicado, consulte a continuación (Pregunta 9).

8. ¿Cómo obtengo un pago?

Para tener derecho al pago, no necesita hacer nada. El administrador del Acuerdo le enviará por correo un cheque en un plazo aproximado de sesenta días a partir del 5 de octubre de 2025, pero posiblemente más tarde dependiendo de si hay alguna apelación de la sentencia dictada por el Tribunal.

9. ¿Qué pasa si creo que la información es inexacta?

Si cree que el número de Semanas Laborales que trabajó durante el Período de la Demanda Colectiva es inexacto, puede impugnarlo enviando una carta a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 a más tardar el **14 de octubre de 2024**. Asegúrese de incluir su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social y una declaración sobre qué y por qué está disputando. Adjunte también una copia de cualquier documentación que desee incluir para apoyar su disputa.

10. ¿A qué renuncio para recibir el pago del Acuerdo?

A menos que solicite ser excluido del Acuerdo, usted seguirá formando parte de la clase del Acuerdo, y eso significa que no podrá Demandar, seguir Demandando ni ser parte de ninguna otra Demanda contra el Demandado por cualquier reclamación legal que surja

durante el Periodo de la Clase y que esté basada en los hechos alegados por los Demandantes Nombrados en la Demanda, o cualquier reclamación que pudiera haber sido presentada en virtud de los hechos y alegaciones formulados en la Demanda. Específicamente, usted estará renunciando o “desistiendo” de las reclamaciones descritas a continuación:

[T]odas las reclamaciones que se hicieron o podrían haberse hecho valer en virtud de los hechos alegados en las Demandas operativas de la Acción Coordinada por violación de los §§ 201-203, 204, 212, 213, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1194, 1198 y 2802 del Código Laboral, § 17200 y siguientes del Código de Comercio y Profesiones, y las reclamaciones basadas en cualquiera de las disposiciones legales aquí identificadas, incluidas las reclamaciones por costas y honorarios de abogados relacionadas con las mismas, que se hayan acumulado durante el Periodo de Reclamaciones Exoneradas (“**Reclamaciones Exoneradas**”).

Las Reclamaciones Exoneradas enumeradas anteriormente se relacionan con el hecho de que el Demandado no proporcionó periodos de comida, no autorizó ni permitió periodos de descanso, no pagó todas las horas trabajadas (incluidos los salarios mínimos y por horas extras), no pagó los salarios (incluido el pago por enfermedad) en base a la tarifa salarial regular, no indemnizó a los empleados por los gastos, no pagó puntualmente los salarios durante el empleo y tras la separación del empleo, el pago de los salarios a través de tarjetas de pago que incurrieron en comisiones con el uso, y no proporcionó declaraciones salariales detalladas precisas. El Periodo de Reclamaciones Exoneradas es del 21 de diciembre de 2017 al 5 de octubre de 2023.

Además, si usted es un Empleado Agraviado, proporcionará la siguiente liberación:

Todas las reclamaciones por sanciones civiles en virtud de la Ley General de Abogados Privados de California por violación de los artículos 201-203, 204, 212, 213, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1194, 1198 y 2802 del Código Laboral, incluidas las reclamaciones por costas y honorarios de abogados relacionadas con las mismas, que se acumularon durante el Periodo PAGA (“**Reclamaciones PAGA Exoneradas**”).

Los Empleados Agraviados son todos los empleados actuales y anteriores no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento desde el 10 de diciembre de 2020 hasta el 5 de octubre de 2023. El Periodo PAGA es del 10 de diciembre de 2020 al 5 de octubre de 2023.

11. ¿Cómo me excludo del Acuerdo?

Para excluirse del Acuerdo (también denominado), debe enviar por correo una carta al Administrador del Acuerdo indicando que desea ser excluido del Acuerdo *In re: Humano Wage and Hour Cases*.

Asegúrese de incluir su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social y su firma. Debe enviar por correo su carta de exclusión con matasellos no posterior al **14 de octubre de 2024**, al Administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

Si presenta una solicitud de “exclusión voluntaria” válida y a tiempo, dejará de ser Miembro de la Demanda Colectiva y no recibirá dinero alguno de la parte colectiva del Acuerdo, ni podrá oponerse al Acuerdo, pero no estará legalmente obligado por nada de lo que ocurra en relación con la parte colectiva de esta Demanda. Conservará cualquier derecho a Demandar (o seguir Demandando) al Demandado en el futuro por las mismas reclamaciones legales planteadas en esta Demanda, corriendo usted con los gastos.

Si usted es a la vez Miembro de la clase y Empleado Agraviado, no podrá excluirse de las Reclamaciones PAGA Exoneradas independientemente de si presenta una solicitud válida de “Exclusión Voluntaria”.

Las reclamaciones PAGA son presentadas en nombre del Estado de California por un empleado al que el Estado de California ha dado permiso para litigar en su nombre. Cualquier Acuerdo de reclamaciones PAGA, una vez aprobado, es vinculante para el Estado y excluye futuras Demandas del Estado (o de otros empleados que actúen en su nombre) que soliciten sanciones civiles PAGA por las supuestas violaciones acordadas. Así, dado que la reclamación de sanciones civiles PAGA pertenece al Estado y no a los empleados individuales, no existe ningún mecanismo para que los empleados se excluyan del Acuerdo de las Reclamaciones Exoneradas PAGA. Si se excluye ahora, no recibirá el pago del Acuerdo colectivo y no renunciará a las Reclamaciones Exoneradas. Pero, incluso si se excluye, aún puede recibir una parte del Pago PAGA (consulte la Sección 10 para conocer la elegibilidad) y estar obligado por las Reclamaciones PAGA Exoneradas.

12. Si no me excludo, ¿puedo Demandar al Demandado o recibir dinero del Acuerdo?

Si no se excluye del Acuerdo, no podrá Demandar al Demandado por ninguna de las reclamaciones que este Acuerdo resuelve. Si no se excluye del Acuerdo y el Tribunal concede la aprobación definitiva del Acuerdo y dicta sentencia, usted quedará vinculado por dicha sentencia. Si tiene una Demanda pendiente contra el Demandado, hable con su abogado en ese caso inmediatamente. Es posible que tenga que excluirse de este caso para continuar con su propio pleito. Recuerde, la fecha límite de exclusión es el **14 de octubre de 2024**.

Si se excluye del Acuerdo, no recibirá ningún dinero del Acuerdo de las Demandas colectivas en este asunto.

13. ¿Cómo le digo al tribunal que no creo que el Acuerdo sea justo?

Si usted es un Miembro de la Clase y no se excluye del Acuerdo, puede objetar al Acuerdo si cree que es injusto o inadecuado. Puede exponer las razones por las que cree que el Tribunal no debería aprobar el Acuerdo. Si se opone y sigue los procedimientos establecidos en esta sección, su objeción será tenida en cuenta.

Si decide oponerse al Acuerdo propuesto, puede hacerlo por escrito. Todas las objeciones escritas deben estar firmadas por usted y deben incluir: (1) su nombre completo, dirección y número de teléfono; (2) una declaración escrita de la base de su objeción; y (3) cualquier copia de papeles, escritos o documentos en los que se base la objeción. Todas las objeciones deberán enviarse por correo al administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 y llevar matasellos con fecha no posterior al **14 de octubre de 2024**. Todas las objeciones recibidas serán presentadas al Tribunal para su consideración. No obstante, el Tribunal podrá, a su discreción, negarse a considerar las objeciones que no se presenten a tiempo.

Tras la presentación de su objeción, también podrá comparecer en la Audiencia de Aprobación Definitiva del Acuerdo (véase la Sección 17 más adelante para más detalles sobre cuándo tendrá lugar esta audiencia), ya sea en persona o a través de un abogado, corriendo usted con los gastos. Cualquier Miembro de la Clase que no solicite la exclusión podrá comparecer a través de un abogado si así lo desea.

14. ¿Cuál es la diferencia entre objetar y excluir?

Objetar es simplemente decirle al Tribunal que no le gusta algo del Acuerdo. Sólo puede objetar si permanece en la clase. Excluirse, por otro lado, es decirle al Tribunal que no quiere formar parte de la clase. Si se excluye, no tiene base para objetar porque el caso ya no le afecta. Sin embargo, si presenta una objeción, seguirá recibiendo los beneficios del Acuerdo si éste es aprobado por el Tribunal.

15. ¿Tengo un abogado en este caso?

El Tribunal decidió que los bufetes de abogados Haines Law Group, APC, Diversity Law Group, P.C., Polaris Law Group y James Hawkins APLC, todos los cuales representan a los Demandantes Nombrados, también están cualificados para representarle a usted y a todos los Miembros de la Clase. No se le cobrará por estos abogados. Estos bufetes de abogados se denominan “Abogados de la Clase”. Si desea ser representado por su propio abogado, puede contratar uno a su costa.

16. ¿Cómo se pagará a los abogados de la Clase y al representante de la Clase?

Los abogados de los Demandantes nombrados y de la Clase de Demandantes serán pagados con el importe bruto del Acuerdo. Los Abogados de la Clase solicitarán hasta \$500,000.00 en concepto de honorarios de abogados y por los costes del litigio incurridos hasta un máximo de \$50,000.00, cuyo importe real será determinado por el Tribunal en la Audiencia de Aprobación Definitiva (consulte la Sección 17 a continuación para obtener más detalles sobre cuándo tendrá lugar esta audiencia). Los Miembros de la Clase de Demandantes (como usted) no tienen que pagar los honorarios y costes del abogado de la Clase de Demandantes. **Sin embargo, si opta por contratar a su propio abogado, tendrá que hacer sus propios arreglos para compensar a su abogado.**

Si el Tribunal lo aprueba, se abonarán pagos de mejora para los Demandantes Nombrados por un importe de hasta \$10,000.00 cada uno (en conjunto, \$30,000.00) con cargo al Importe Bruto del Acuerdo por su trabajo y esfuerzo en la tramitación de este caso, y por asumir los riesgos de las costas (en caso de que el resultado de este pleito no fuera favorable).

17. Notificación de Audiencia sobre Aprobación Definitiva y Objeciones al Acuerdo Colectivo.

El Tribunal ha aprobado preliminarmente el Acuerdo y celebrará una audiencia de aprobación definitiva para decidir si otorga la aprobación definitiva al Acuerdo. Esta audiencia se celebrará ante el Honorable Daniel M. Wolk el 20 de diciembre de 2024, a las 10:30 a.m., en el Departamento 8 del Tribunal Superior de California para el Condado de Yolo, ubicado en 1000 Main Street, Woodland, California 95695, para determinar si el Acuerdo propuesto es justo, razonable y adecuado, y si debe ser aprobado definitivamente por el Tribunal. Si hay objeciones, el Tribunal las considerará. Después de la audiencia, el Tribunal decidirá si aprueba el Acuerdo. No sabemos cuánto tiempo llevará esta decisión. La Audiencia de Aprobación Definitiva podrá continuar sin previo aviso. El Tribunal podrá aplazar o continuar la audiencia de vez en cuando, sin más notificación, según le indique el Tribunal.

Una vez que el Tribunal conceda la aprobación final, el Tribunal dictará sentencia contra el Demandado, y se considerará que todos los Miembros de la Clase que no hayan solicitado la exclusión han renunciado a las Reclamaciones Exoneradas expuestas anteriormente y quedarán vinculados por la sentencia.

18. ¿Cómo puedo obtener más información?

Esta Notificación resume el Acuerdo propuesto. Encontrará más detalles en el Acuerdo de conciliación. Puede obtener una copia del Acuerdo de conciliación poniéndose en contacto con el abogado de la Clase.

Las direcciones del Tribunal y de los Abogados de la Clase son las siguientes:

CORTE
Secretario del Tribunal Tribunal Superior del Condado de Yolo 1000 Main Street Woodland, California 95695

CONSEJERO DE CLASE	CONSEJERO DE LA CLASE (continuación)
HAINES LAW GROUP, APC Paul K. Haines Sean M. Blakely 2155 Campus Drive, Suite 180 El Segundo, CA 90245 Tel: (424) 292-2350 Fax: (424) 2929-2355 phaines@haineslawgroup.com sblakely@haineslawgroup.com	DIVERSITY LAW GROUP, P.C. Larry W. Lee Kristen M. Agnew 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Teléfono: (213) 488-6555 Fax: (213) 488-6554 lwlee@diversitylaw.com kagnew@diversitylaw.com
POLARIS LAW GROUP William L. Marder 501 San Benito Street, Suite 200 Hollister, CA 95023 (831) 531-4214 (831) 634-0333 facsimile bill@polarislawgroup.com	JAMES HAWKINS APLC James R. Hawkins, Esq. (#192925) Gregory Mauro, Esq. (#222239) Michael Calvo, Esq. (#314986) 9880 Research Drive, Suite 200 Irvine, CA 92618 Tel.: (949) 387-7200 Fax: (949) 387-6676 James@jameshawkinsaplc.com Greg@jameshawkinsaplc.com Michael@jameshawkinsaplc.com

¿Y SI TENGO PREGUNTAS?

Si tiene alguna pregunta sobre el Acuerdo, puede ponerse en contacto con el Administrador del Acuerdo:

In re: Humano Wage and Hour Cases
 c/o Phoenix Settlement Administrators
 P.O. Box 7208

Orange, CA 92863

Teléfono: (800) 523-5773

Fax: (949) 209-2503

Correo electrónico info@phoenixclassaction.com

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE ACUERDO.

Exhibit B



CASE ASSUMPTIONS

Class Members	7,611
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	7,609
Subtotal Admin Only	\$44,860.91

Not-to-Exceed Total \$44,500.00

November 12, 2024

Case: Humano INVOICE

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.00	152	\$304.44
NCOA (USPS)	\$350.00	1	\$350.00
		Total	\$1,554.44

* 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	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.10	7,611	\$761.10
Notice Packet & Opt-Out Form	\$1.00	7,611	\$7,611.00
Estimated Postage (up to 2 oz.)*	\$0.87	7,611	\$6,621.57
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
		Total	\$16,568.67

* 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	3	\$165.00
Skip Tracing Undeliverables	\$2.50	1,522	\$3,805.50
Remail Notice Packets	\$1.00	1,522	\$1,522.20
Estimated Postage	\$0.87	1,522	\$1,324.31
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$6,967.01

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	2	\$250.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	4	\$340.00
Total			\$1,160.00

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	5	\$625.00
Mail Class Checks *	\$1.00	7,609	\$7,609.00
Estimated Postage	\$0.64	7,609	\$4,869.76
Total			\$14,088.76

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



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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	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$2.25	761	\$1,712.03
Case Associate	\$50.00	4	\$200.00
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)	\$1,400.00	1	\$1,400.00
Total			\$4,522.03

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

Total: \$44,860.91