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15 Attorneys for Plaintiff and the Class

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF SAN MATEO**

18 AMIN AHMED, as an individual and on behalf of  
19 all others similarly situated,

20 Plaintiff,

21 vs.

22 CAREDX, INC., a Delaware corporation; and  
23 DOES 1 through 50, inclusive,

24 Defendants.

Case No.: 22-CIV-02294

(Assigned to the Hon. Marie S. Weiner,  
Dept. 2)

**DECLARATION OF YAMI BURNS  
WITH RESPECT TO NOTICE AND  
SETTLEMENT ADMINISTRATION**

Complaint Filed: June 6, 2022  
FAC Filed: December 27, 2022  
Trial Date: None Set

1 **DECLARATION OF YAMI BURNS**

2 I, Yami Burns, declare as follows:

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

7 2. Phoenix was selected by the Parties to provide notice of the Settlement and perform  
8 class administration duties in this Action. Pursuant to the Stipulation of Class Action Settlement  
9 and PAGA Settlement and Release (“Settlement Agreement” or “Settlement”) for this matter,  
10 Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Proposed Class*  
11 *Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the  
12 number of weeks each Class Member worked during the period from June 6, 2021 to October 7,  
13 2022 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during  
14 the time period from June 6, 2021 to October 7, 2023 (“PAGA Period”); (iv) determining the  
15 validity of letters indicating a request to be excluded from the Class Settlement (“Requests for  
16 Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding  
17 the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement  
18 Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the  
19 Individual Settlement Payments and distributing them to Settlement Class Members and Individual  
20 PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’  
21 fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to  
22 the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement  
23 Agreement or as the Parties mutually agree or as the Court orders.

24 3. On May 24, 2023, Phoenix received a data file from Defense Counsel that contained  
25 names, last known mailing addresses, Social Security numbers, dates of employment, and pay  
26 periods for each Class Member (“Class List”) during the Class Period. The final mailing list  
27 contained ninety (90) individuals identified as Class Members.  
28

1           4.       On May 26, 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 June 7, 2023, Phoenix mailed the Notice via U.S. first class mail, to all ninety  
6 (90) Class Members on the Class List. A true and correct copy of the mailed Notice is attached  
7 hereto as **Exhibit A**.

8           6.       As of the date of this declaration, one (1) Notice has been returned to Phoenix. For  
9 the one (1) Notice returned from the Post Office without a forwarding address, Phoenix attempted to  
10 locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address  
11 databases available for skip tracing. We obtained an updated address and the Notice was promptly re-  
12 mailed to that Class Member via first class mail.

13           7.       Phoenix has received zero (0) Requests for Exclusion from Class Members. The  
14 deadline to request exclusion from the Class Settlement was July 22, 2023.

15           8.       Phoenix has received zero (0) Notices of Objection from Class Members. The  
16 deadline for objecting to the Class Settlement was July 22, 2023.

17           9.       Phoenix has received zero (0) Workweek dispute from Class Members. The deadline  
18 for submitting a dispute was July 22, 2023.

19           10.      There are ninety (90) Class Members who did not submit timely and valid Requests  
20 for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class.  
21 Settlement Class Members have worked a collective total of one thousand seven hundred ninety-  
22 three (1,793) Compensable Pay Periods during the Class Period. Each Compensable Pay Periods is  
23 valued at approximately \$16.13.

24           11.      The Net Settlement Amount of \$28,920.26 available to pay Settlement Class  
25 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$23,333.00),  
26 and Class Counsel costs (\$1,996.74), requested Enhancement Award to Plaintiff (\$5,000.00), the  
27 PAGA Amount (\$5,000.00), and the requested Settlement Administration Costs (\$5,750.00) from  
28 the Gross Settlement Amount (\$70,000.00).

12. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately \$516.15, the lowest Individual Settlement Share to be paid is approximately \$16.13, while the average Individual Settlement Share to be paid is approximately \$321.34. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

13. Additionally, \$5,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or \$3,750.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or \$1,250.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are ninety (90) Aggrieved Employees who worked a total of one thousand seven hundred ninety-three (1,793) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$22.31, and the average Individual PAGA Payment to be paid is approximately \$13.89.

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

15. Phoenix's costs associated with the administration of this matter are \$5,750.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 16<sup>th</sup> day of August 2023, at Orange, California.

*Jami Burns*  
YAMI BURNS

## **Exhibit A**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Amin Ahmed. v. CareDx, Inc., Case No. 22CIV02294*  
 Superior Court of California for the County of San Mateo

*A court authorized this notice. This is not a solicitation from a lawyer.*

**ATTENTION: ALL CURRENT AND FORMER HOURLY EMPLOYEES OF CAREDX, INC., WHO WORKED IN CALIFORNIA AND WERE PAID SHIFT DIFFERENTIAL WAGES AT ANY TIME DURING THE PERIOD FROM JUNE 6, 2021 TO OCTOBER 7, 2022 (“CLASS” OR “CLASS MEMBER(S)”). CLASS MEMBERS ARE ENTITLED TO PARTICIPATE IN A PROPOSED CLASS ACTION SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT.**

*Based on your employment records and the terms of the Settlement, your Individual Settlement Share is estimated to be \$329.90.*

**PLEASE READ THIS NOTICE CAREFULLY. IT EXPLAINS YOUR RIGHTS AND OPTIONS, AND STRICT DEADLINES FOR EXERCISING THEM.**

- A proposed class action and representative settlement (“the Settlement”) has been reached between plaintiff Amin Ahmed (“Plaintiff”), on behalf of himself and the below-defined Class Members, and CareDx, Inc. (“Defendant”).
- The Settlement resolves a class and representative lawsuit that alleges Defendant did not provide compliant wage statements. The lawsuit alleges claims under the California Labor Code and the Private Attorneys General Act (“PAGA”).
- Because Defendant’s records show that you qualify as a Class Member, you will receive money from the Settlement if the Court grants final approval.
- Notwithstanding the terms of this Settlement, Defendant denies any wrongdoing and entered into the Settlement as a compromise to resolve this dispute.

| <b>OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                                                     | If you do nothing, and the Court grants final approval of the Settlement, you will be bound by the terms of the Settlement and judgment entered based thereon and the release of claims described below in Section 7. You will be mailed a settlement check at the last address that Defendant or the Settlement Administrator has on file for you.                                                                                                                                                          |
| <b>ASK TO BE EXCLUDED</b>                                             | If you do not wish to participate in the class action Settlement, you must send a letter requesting exclusion to the Settlement Administrator. You will keep the right to sue Defendant on your own about the claims resolved by this Settlement. Your request for exclusion must be postmarked or fax-stamped <b>no later than July 22, 2023</b> . Your exclusion request shall not apply to the portion of the Settlement related to the Released PAGA Claims. See Sections 9 and 10 for more information. |
| <b>OBJECT</b>                                                         | If you wish to object to the Settlement, you must send an objection letter to the Settlement Administrator that is postmarked or fax-stamped <b>no later than July 22, 2023</b> . See Section 13 for more information.                                                                                                                                                                                                                                                                                       |

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Settlement payments will only be issued if the Court grants final approval of the Settlement.
- Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

## **BASIC INFORMATION**

### **1. Why did I get this notice?**

For purposes of this Settlement, “Class Members” or “Class” means of all current and former hourly employees of Defendant, who worked in California and were paid shift differential wages at any time during the period June 6, 2021 through October 7, 2022 (the “Class Period”). Defendant’s records show that you are a member of the Class defined above.

### **2. What is the Action about?**

Plaintiff is a former hourly of Defendant. He alleges that Defendant did not provide compliant wage statements to hourly employees who earned a shift differential, in violation of the California Labor Code and PAGA. Plaintiff alleges that he and the Class Members are entitled to statutory and civil penalties, attorneys’ fees, and costs.

Defendant denies engaging in any wrongful conduct as alleged in this case and continues to deny the claims and charges of wrongdoing and liability.

Both Plaintiff and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class defined below in Section 4.

### **3. Why is this lawsuit a class and representative action?**

In a class action, one or more people called the “Plaintiffs” sue on behalf of people who may have similar alleged claims, called the putative “class” or “class members.” The Court has made no determination that the case should be certified as a “class action,” except for purposes of this Settlement. Similarly, in a representative PAGA action, the “Plaintiff” sues on behalf of the State of California to recover PAGA civil penalties for alleged California Labor Code violations experienced by other employees. On April 26, 2023, the Honorable Marie S. Weiner issued an order conditionally certifying the Class for purposes of settlement only.

## **THE SETTLEMENT BENEFITS—WHAT YOU GET**

### **4. What does the settlement provide?**

The parties reached a Settlement in which Defendant’s total maximum payment amount will not exceed \$70,000.00 (“Maximum Settlement Amount”).

The “Net Settlement Amount” is the portion of the Maximum Settlement Amount eligible for distribution to Class Members minus the payments below, which are subject to approval by the Court.

- Fee and Cost Award for Class Counsel. Deducted from the Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed \$23,333.33, which represents 33% of the Maximum Settlement Amount, and attorneys’ actual costs not to exceed \$4,000.00.
- Plaintiff’s Enhancement Award. Deducted from the Maximum Settlement Amount will be sum approved by the Court for an enhanced recovery for Plaintiff for serving as the class representative of up to for \$5,000.00.
- PAGA Award. Deducted from the Maximum Settlement Amount will be a PAGA Award approved by the Court of up to \$5,000.00, of which \$3,750.00 will be paid to the State of California Labor and Workforce Development Agency for alleged penalties.
- Settlement Administration Costs. Deducted from the Maximum Settlement Amount will be the costs of the Settlement Administrator, Phoenix Settlement Administrators approved by the Court, which estimated at no more than \$5,750.00.

Your Individual Settlement Share may be comprised of two parts, as follows: (i) all Settlement Class Members who do not opt-out of the settlement will receive a Class Settlement Payment; and (ii) all Settlement Class Members also will receive a PAGA Penalties Payment. The Class Settlement Payment and PAGA Penalties Payment will be calculated, as follows:

#### **Class Settlement Payments**

Each Settlement Class Member’s share of the Net Settlement Amount shall be determined as follows: The dollars per Compensable Pay Period (“Pay Period Value”) will be calculated by dividing the Net Settlement Amount by the total number of Compensable Pay Periods. The Pay Period Value will be multiplied by the number of Compensable Pay Periods the Settlement Class Member worked to determine the distribution, prior to legal deductions, for each Settlement Class Member (“Class Settlement Payments”). For tax purposes, Class Settlement Payments will be allocated entirely as penalties (to be reported on an IRS Form 1099).

## PAGA Penalties Payments

PAGA Penalties Payments payable to each Class Member shall be determined as follows: Compensable Pay Periods will be the sum of all pay periods Class Members worked for Defendant in California during the Class Period. The dollars per Compensable Pay Period (“PAGA Pay Period Value”) will be calculated by dividing the PAGA Settlement Amount by the total Compensable Pay Periods. The PAGA Pay Period Value will be multiplied by the number of Compensable Pay Periods worked as a member of the Class during the Class Period to determine the distribution for the Class Member (“the PAGA Penalties Payments”). For tax purposes, the PAGA Penalties Payments will be entirely allocated as penalties (to be reported on an IRS Form 1099).

No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties are not providing tax or legal advice or making representations regarding tax obligations or consequences, if any, related to any settlement amounts paid to Class Members. Each Settlement Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has questions.

### **5. What am I giving up in exchange for the settlement benefits?**

Each Class Member who does not submit a timely request for exclusion shall release Defendant and all of its respective current and former parents, subsidiaries, predecessors and successors, and affiliated entities, and each of its respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives (collectively, the “Released Parties”) from any and all California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description, arising from or related to any and all claims that were asserted or could have been asserted based on the facts alleged in the Operative Complaint on file with the court in the Action during the Class Period, including, without limitation, , including, without limitation, claims for penalties, attorneys’ fees, and litigation costs (collectively, the “Released Class Claims”).

Also, in exchange for the PAGA Award, the State of California, Plaintiff and the Class Members will release the Released Parties from any and all individual and representative claims that could have been assessed upon and collected from the Released Parties under California Labor Code section 2698, et seq. based on the factual allegations contained in the PAGA notices and Operative Complaint on file with the court in this action during the Class Period, including but not limited to California Labor Code sections 226 and 226.3 and any resulting claim for attorneys’ fees and costs under PAGA (collectively, the “Released PAGA Claims”).

## **HOW TO GET A SETTLEMENT PAYMENT**

### **6. How do I receive my Class Settlement Payment and PAGA Penalties Payment?**

If the Court grants final approval of the Settlement, thereafter, you automatically will be issued your (i) Class Settlement Share if you do not opt out of the Settlement, as described in Section 9, and (ii) PAGA Penalties Payment. You will be mailed your Class Settlement Share and PAGA Penalties Payment by check at the last address that Defendant have on file for you (unless you timely provide an updated address to the Settlement Administrator).

### **7. When will I get my payment(s)?**

Payments will be distributed only after the Court grants final approval and the Settlement is effective pursuant to the terms of the settlement agreement and the Court’s orders. The timing of distribution of payments will depend on the date of entry of an order by the Court granting final approval of the Settlement and entry of judgment based thereon. For more information about the estimated timing of payments, you can check with the Settlement Administrator.

### **8. How do I dispute the Compensable Pay Periods used to calculate my Individual Settlement Share?**

If you disagree with the Compensable Pay Periods that are credited to you based on Defendant’s records, which are stated on Page 1 of this Notice, and you wish to dispute this information, you must do so by submitting a written letter to the Settlement Administrator that: (1) contains your name, address, telephone number, last four digits of your Social Security number, and your signature; (2) contains the case name and number of the Action; (3) clearly indicates that you seek to dispute your Compensable Pay Periods; (4) provides documentation and/or an explanation to show contrary Compensable Pay Periods; and (5) is postmarked or fax-stamped **no later than [Response Deadline]** and returned to the Settlement Administrator at the following address or fax telephone number:

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Telephone: (800) 523-5773  
[www.phoenixclassaction.com/ahmed-v-caredx/](http://www.phoenixclassaction.com/ahmed-v-caredx/)

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **9. How do I ask the Court to exclude me from the settlement of the Released Class Claims?**

If you do not wish to participate in the class action portion of the Settlement (“opt out”), you must complete and send a timely written request for exclusion (“Request for Exclusion”) **no later than July 22, 2023**. The Request for Exclusion must: (1) contain your name, address, telephone number, last four digits of your Social Security number, and signature; (2) contain the case name and number of the Action; (3) clearly indicate that you seek to exclude yourself from the Settlement; and (4) be returned to the Settlement Administrator, postmarked or fax-stamped **on or before July 22, 2023**, at the address or fax telephone number that is listed above in Section 8.

Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Class Members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any judgment entered in the Action if the Settlement is approved by the Court.

### **10. Why can’t I exclude myself from the settlement of the Released PAGA Claims?**

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.

### **11. If I exclude myself, can I get anything from the settlement?**

If you exclude yourself now you will not receive your Class Settlement Payment and you will not give up the Released Class Claims. But, even if you exclude yourself, you may still receive a PAGA Penalties Payment (see Section 5 for eligibility) and be bound by the Released PAGA Claims.

### **12. If I don’t exclude myself, can I sue later?**

No. If you do not exclude yourself, you give up the right to sue Defendant and the Released Parties for the Released Claims described above. You must exclude yourself from the Settlement to start or continue your own lawsuit to pursue any of the Released Claims.

## **OBJECTING TO THE SETTLEMENT**

### **13. How do I object to the Settlement?**

Any Class Member may object to the Settlement, or any portion thereof, by submitting a written objection (“Notice of Objection”) on or before **July 22, 2023**. The Notice of Objection must: (1) contain the name, address, telephone number, last four digits of the Social Security number, and signature of the Class Member; (2) contain the case name and number of the Action; (3) clearly indicate that the Class Member seeks to object to the Settlement; (4) state the legal and factual basis for the objection; (5) state whether the Class Member intends to appear at the Final Approval Hearing; and (6) be returned to the Settlement Administrator, postmarked or fax-stamped no later than **July 22, 2023** at the address or fax telephone number that is listed above in Section 8.

If a Class Member wishes to appear at the Final Approval Hearing and orally present his or his objection to the Court, they may do so whether or not they submitted a written objection to the Settlement Administrator. Any Class Member who submits an objection or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. Class Members who submit Requests for Exclusion may not object to the Settlement.

### **14. What’s the difference between objecting and asking to be excluded?**

Objecting is telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement.

### **15. When and where will the Court decide whether to approve the settlement?**

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You are not required to attend this hearing. The Final Approval Hearing will be held on September 12, 2023 at 2:00 p.m. in Department 17 at the Superior Court of California for the County of Los Angeles, located at **800 North Humboldt Street, San Mateo, California 94401**. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel.

#### **16. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit a written objection in conformity with the requirements set forth herein, you do not have to come to the Final Approval Hearing to talk about it, and the Court will consider your objection. You may also pay another lawyer to attend on your behalf, but it is not required.

#### **17. May I speak at the hearing?**

If a Class Member wishes to appear at the Final Approval Hearing and orally present his or his objection to the Court they may do so regardless of whether or not they submitted a written objection.

### **IF YOU DO NOTHING**

#### **18. What happens if I do nothing at all?**

If you do nothing, you will automatically receive a payment from this Settlement as described above and you will be bound by the Settlement (including and not limited to the release of Released Claims against Released Parties) and the judgment entered based thereon.

### **THE LAWYERS REPRESENTING YOU**

#### **19. Do I have a lawyer in this case?**

The Court has appointed the following lawyers, who represent Plaintiff, to serve as counsel for the Class ("Class Counsel"):

DIVERSITY LAW GROUP, P.C.  
Larry W. Lee  
Max W. Gavron  
Kwanporn "Mai" Tulyathan  
515 S. Figueroa Street, Suite 1250  
Los Angeles, CA 90071  
Telephone: (213) 488-6555  
Facsimile: (213) 488-6554

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

#### **20. How will the costs of the Action and the settlement be paid?**

The costs of the Action and the Settlement are paid from the Maximum Settlement Amount, subject to approval by the Court.

### **GETTING MORE INFORMATION**

#### **21. How do I get more information?**

This notice summarizes the Settlement. More details are in the Settlement Agreement. You may contact Class Counsel or the Settlement Administrator for more information. The Settlement Administrator may be contacted at the previously-mentioned mailing address and fax telephone number, as well as at the following toll-free telephone number: (800) 523-5773.

**PLEASE DO NOT CONTACT DEFENDANT, DEFENDANT'S ATTORNEYS, THE CLERK OF THE COURT, OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT.**

## **Exhibit B**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## CASE ASSUMPTIONS

|                       |            |
|-----------------------|------------|
| Class Members         | 90         |
| Opt Out Rate          | 0%         |
| Opt Outs Received     | 0          |
| Total Class Claimants | 90         |
| Subtotal Admin Only   | \$6,878.05 |

|                    |                   |
|--------------------|-------------------|
| <b>TOTAL COSTS</b> | <b>\$5,750.00</b> |
|--------------------|-------------------|

August 10, 2023

Case: Ahmed v CareDx

### 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*             | \$140.00 | 1           | \$140.00           |
| Call Center & Long Distance  | \$2.00   | 9           | \$18.00            |
| NCOA (USPS)                  | \$0.15   | 90          | \$13.50            |
| Total                        |          |             | \$771.50           |

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

| Project Action                  | Rate     | Hours/Units | Line Item Estimate |
|---------------------------------|----------|-------------|--------------------|
| Notice Packet Formatting        | \$105.00 | 3           | \$315.00           |
| Data Merge & Duplication Scrub  | \$0.15   | 90          | \$13.50            |
| Notice Packet & Opt-Out Form    | \$0.95   | 90          | \$85.50            |
| Estimated Postage (up to 1 oz.) | \$0.60   | 90          | \$54.00            |
| Total                           |          |             | \$468.00           |

### 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 | \$1.00  | 40          | \$40.00            |
| Remail Notice Packets       | \$0.95  | 41          | \$38.95            |
| Estimated Postage           | \$0.60  | 41          | \$24.60            |
| Programing Undeliverables   | \$50.00 | 1           | \$50.00            |
| Total                       |         |             | \$318.55           |

### Database Programming / Processing Opt-Outs, Deficiencies or Disputes

| Project Action:                     | Rate     | Hours/Units | Line Item Estimate |
|-------------------------------------|----------|-------------|--------------------|
| Programming Claims Database         | \$100.00 | 3           | \$300.00           |
| Non Opt-Out Processing              | \$200.00 | 1           | \$200.00           |
| Case Associate                      | \$55.00  | 3           | \$165.00           |
| Opt-Outs/Deficiency/Dispute Letters | \$5.00   | 0           | \$0.00             |
| Case Manager                        | \$85.00  | 3           | \$255.00           |
| Total                               |          |             | \$920.00           |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks |          |             |                    |
|--------------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                          | Rate     | Hours/Units | Line Item Estimate |
| Programming Calculations                                                 | \$100.00 | 3           | \$300.00           |
| Disbursement Review                                                      | \$100.00 | 3           | \$300.00           |
| Programming Manager                                                      | \$95.00  | 2           | \$190.00           |
| QSF Fees, Bank Account & EIN                                             | \$75.00  | 3           | \$225.00           |
| Check Run Setup & Printing                                               | \$100.00 | 3           | \$300.00           |
| Mail Class Checks, W2 and 1099 *                                         | \$1.00   | 90          | \$90.00            |
| Estimated Postage Checks, W2 and 1099                                    | \$0.50   | 90          | \$45.00            |
| Total                                                                    |          |             | \$1,450.00         |

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

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations |            |             |                    |
|----------------------------------------------------------------------------------------------|------------|-------------|--------------------|
| Project Action:                                                                              | Rate       | Hours/Units | Line Item Estimate |
| Case Supervisor                                                                              | \$100.00   | 3           | \$300.00           |
| Remail Undeliverable Checks<br>(Postage Included)                                            | \$1.50     | 40          | \$60.00            |
| Case Associate                                                                               | \$55.00    | 2           | \$110.00           |
| Reconcile Uncashed Checks                                                                    | \$85.00    | 3           | \$255.00           |
| Conclusion Reports                                                                           | \$115.00   | 2           | \$230.00           |
| Case Manager Conclusion                                                                      | \$85.00    | 2           | \$170.00           |
| Final Reporting & Declarations                                                               | \$115.00   | 1           | \$115.00           |
| Uncashed Check Notice Postcard<br>(Postage Included)                                         | \$1.50     | 40          | \$60.00            |
| Uncashed Check QSF Tax Filing                                                                | \$150.00   | 3           | \$450.00           |
| IRS & QSF Annual Tax Reporting *<br>(State Tax Reporting Included)                           | \$1,200.00 | 1           | \$1,200.00         |
| Total                                                                                        |            |             | \$2,950.00         |

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

**Total: \$6,878.05**