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Attorneys for Plaintiff and the Class

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

LAMEISHA GEORGE, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

WESTWAYS STAFFING SERVICES,
INC., a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: CIVSB2212594
[Consolidated with: CIVSB2217699]

[Assigned for all purposes to the Hon. Jessica
Morgan, Dept. S-26]

**DECLARATION OF TAYLOR MITZNER
ON BEHALF OF PHOENIX SETTLEMENT
ADMINISTRATORS**

Date: May 29, 2024
Time: 8:30 a.m.
Dept: S-26

Complaint Filed: June 16, 2022
Trial Date: None

I, Taylor Mitzner, declare as follows:

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Pay Periods submitted by Class Members; (iv) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (v) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vi) issuing the payment to Class Counsel for attorneys’ fees and costs, and the Enhancement Payments to both Plaintiffs; and (vii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

4. The Class List contained a total of 31,766 Pay Periods worked by the Class Members. Since this total did not exceed 12.5% of 28,300 as estimated in the Settlement Agreement, the Escalator Clause was not triggered.

1 5. On February 9, 2024, 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) years
4 and notified the U.S. Postal Service of their change of address.

5 6. On February 22, 2024, Phoenix mailed the Notice via U.S. first class mail to all one
6 thousand seven hundred forty-one (1,741) Class Members on the Class List. A true and correct copy
7 of the mailed Notice is attached hereto as **Exhibit A**.

8 7. As of the date of this declaration, thirty-four (34) Notices have been returned to
9 Phoenix. None were returned with a forwarding address. For the thirty-four (34) Notices returned
10 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
11 address using TransUnion TLOxp, one of the most comprehensive address databases available for
12 skip tracing. Of the thirty-four (34) Notices that were skip traced, zero (0) updated addresses were
13 obtained.

14 8. As of the date of this declaration, thirty-four (34) Notices remain undeliverable since
15 an updated address could not be obtained via skip trace.

16 9. As of the date of this declaration, Phoenix has received five (5) Requests for Exclusion
17 from Class Members. The deadline to request exclusion from the Class Settlement was April 8, 2024.

18 10. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
19 from Class Members. The deadline for objecting to the Class Settlement was April 8, 2024.

20 11. As of the date of this declaration, Phoenix has received zero (0) Pay Period disputes
21 from Class Members. The deadline for submitting a dispute was April 8, 2024.

22 12. There are one thousand seven hundred thirty-six (1,736) Class Members who did not
23 submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members,
24 representing 99.71% of the Class. Settlement Class Members have worked a collective total of 31,671
25 Pay Periods during the Class Period. Each Pay Period is valued at approximately \$6.38.

26 13. The Net Settlement Amount of \$202,015.30 available to pay Settlement Class
27 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$141,666.67),
28

1 and Class Counsel costs (\$15,318.03), requested Enhancement Payment to Plaintiff George
2 (\$10,000.00), the PAGA Amount (\$40,000.00), and the requested Settlement Administration Costs
3 (\$16,000.00) from the Gross Settlement Amount (\$425,000.00).

4 14. Based upon the calculations stipulated in the Settlement, the highest Individual
5 Settlement Share to be paid is approximately \$293.41, the lowest Individual Settlement Share to be
6 paid is approximately \$6.38, while the average Individual Settlement Share to be paid is
7 approximately \$116.37.

8 15. Additionally, \$40,000.00 of the Gross Settlement Amount has been allocated toward
9 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$30,000.00,
10 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$10,000.00,
11 of which shall be paid to the Aggrieved Employees. There are one thousand seven hundred forty-one
12 (1,741) Aggrieved Employees who worked a total of 31,766 pay periods during the PAGA Period.
13 The highest Individual PAGA Payment to be paid is approximately \$14.48, the lowest Individual
14 PAGA Payment to be paid is approximately \$0.31, and the average Individual PAGA Payment to be
15 paid is approximately \$5.74.

16 16. Phoenix's costs associated with the administration of this matter are \$16,000.00. This
17 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
18 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.
19

20
21 I declare under penalty of perjury of the laws of the State of California that the foregoing is
22 true and correct.

23 Executed this 3rd day of May 2024, at Orange, California.

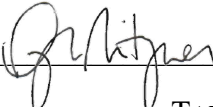
24
25
26 
27 TAYLOR MITZNER
28

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Lameisha George v. Westways Staffing Services, Inc., Case No. CIVSB2212594

Lameisha George v. Westways Staffing Services, Inc., Case No. CIVSB2217699

Superior Court of California for the County of San Bernardino

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

ATTENTION: ALL NON-EXEMPT EMPLOYEES OF DEFENDANT WESTWAYS STAFFING SERVICES, INC. WHO WORKED FOR DEFENDANT IN CALIFORNIA WHO WERE PAID OVERTIME WAGES AT ANY TIME FROM SEPTEMBER 5, 2021, THROUGH AUGUST 5, 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 <<estamount>>.

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 Lameisha George (“Plaintiff”), on behalf of herself and the below-defined Class Members, and Westways Staffing Services, 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.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	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.
ASK TO BE EXCLUDED	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 Released Claims resolved by this Settlement, but you will still give up your right to sue for the Released PAGA Claims if the Court approves the settlement. Your request for exclusion must be postmarked or fax-stamped no later than April 8, 2024 . 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.
OBJECT	If you wish to object to the Settlement, you must send an objection letter to the Settlement Administrator that is postmarked or fax-stamped no later than April 8, 2024 . You may also appear at the Final Approval Hearing. 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 all non-exempt employees of Defendant who worked for Defendant in California who were paid overtime wages at any time from September 5, 2021, through August 5, 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 employee of Defendant. She alleges that Defendant did not provide compliant wage statements to non-exempt employees who earned overtime wages, in violation of the California Labor Code and PAGA. Plaintiff alleges that she and 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 “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 **January 30, 2024**, the Court 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 \$425,000.00 (“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 the sums approved by the Court for attorneys’ fees not to exceed \$141,666.67, which represents 1/3 of the Maximum Settlement Amount, and attorneys’ actual costs not to exceed \$30,000.00.
- **Plaintiff’s Enhancement Award.** Deducted from the Maximum Settlement Amount will be the sum approved by the Court for an enhanced recovery for Plaintiff for serving as the class representative of up to \$10,000.00.
- **PAGA Award.** Deducted from the Maximum Settlement Amount will be a PAGA Award approved by the Court of up to \$40,000.00, of which \$30,000.00 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 is estimated to be no more than \$16,000.00.

Your Individual Settlement Share may include 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 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 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: The dollars per Compensable Pay Periods (“PAGA Pay Period Value”) will be calculated by dividing Ten Thousand Dollars (\$10,000.00), representing 25% of the PAGA Award, 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, clients, joint venturers, and affiliated entities, and each of its respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, accountants, insurers, or legal representatives (collectively, the “Released Parties”) from any and all claims, rights, demands, liabilities, and/or causes of action that were alleged, or reasonably could have been alleged in the Lawsuit during the Class Period and based on the facts stated in the

Operative Complaint and/or ascertained in the course of the Lawsuit. These claims include (1) violation of Labor Code § 226 and the applicable Wage Orders and (2) all damages, interest, penalties, litigation costs, attorneys' fees, restitution, and equitable relief, that reasonably arise from, and/or are reasonably related to the factual allegations pled in the Lawsuit which arose during the Class Period (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 § 2698, et seq. based on the factual allegations contained in Plaintiff's Notice to the Labor and Workforce Development Agency ("LWDA") dated June 13, 2022 and Operative Complaint on file with the court in this action during the Class Period, including but not limited to California Labor Code §§ 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 Payment and PAGA Penalties Payment by check at the last address that Defendant has 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 April 8, 2024** 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
Fax: (949) 209-2503

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 April 8, 2024**. 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 April 8, 2024**, 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 will 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 Settlement Class Member may object to the Settlement, or any portion thereof, by submitting a written objection ("Notice of Objection") on or before **April 8, 2024**. 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 **April 8, 2024** 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 submit 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 **May 29, 2024, at 8:30 a.m.** in Department 26 at the Superior Court of California for the County of San Bernardino, located at **247 West Third Street, San Bernardino, California 92415**. 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



CASE ASSUMPTIONS

Class Members	1,741
Opt Out Rate	1%
Opt Outs Received	5
Total Class Claimants	1,736
Subtotal Admin Only	\$16,000.00

Not-to-Exceed Total \$16,000.00

For 1741 Members

Pricing Good for Scope of Estimate Only

October 24, 2023

Case: George v Westways Opt-Out Admin

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Max W. Gavron

Firm: Diversity Law Group, APC

Contact Number: (213) 488-6555

Email: mgavron@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on 1741 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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*	\$156.41	1	\$156.41
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$210.00	2	\$420.00
Total			\$1,208.41

* 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	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	1,741	\$435.25
Notice Packet & Opt-Out Form	\$1.25	1,741	\$2,176.25
Estimated Postage (up to 2 oz.)*	\$0.64	1,741	\$1,114.24
Static Website	\$200.00	1	\$200.00
Total			\$4,175.74

* 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	3	\$165.00
Skip Tracing Undeliverables	\$1.00	261	\$261.15
Remail Notice Packets	\$1.25	261	\$326.44
Estimated Postage	\$0.64	261	\$167.14
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$1,019.72

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$795.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$1.25	1,724	\$2,154.49
Estimated Postage	\$0.64	1,724	\$1,103.10
Total			\$4,917.59

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	4	\$500.00
Remail Undeliverable Checks (Postage Included)	\$1.50	172	\$258.54
Case Associate	\$50.00	4	\$200.00
Reconcile Uncashed Checks	\$70.00	4	\$280.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,975.00	1	\$1,975.00
Total			\$3,883.54

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

Estimate Total: \$16,000.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.