Thomas D. Rutledge (SBN 200497)
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091-4606
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

Attorney for Plaintiffs and the Provisionally Certified Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

MICHELLE JACKSON and ERICA AUGUSTIN, individually and as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA") on behalf of the State of California and similarly situated employees,

Plaintiffs,

vs.

ALLIANT INTERNATIONAL UNIVERSITY, INC., a California corporation; and DOES 1 through 50,

Defendant.

Case No.: 37-2023-00043742-CU-OE-CTL (Consolidated with Case No.: 37-2024-00002100-CU-OE-CTL)

DECLARATION OF TAYLOR MITZNER ISO PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT AND FOR ATTORNEYS' FEES, COSTS, REPRESENTATIVE ENHANCEMENT PAYMENTS, ADMINISTRATION EXPENSES, AND ENTRY OF JUDGMENT

Judge: Hon. Joel R. Wohlfeil
Dept.: 73
Hearing Date: July 25, 2025
Hearing Time: 9:00 a.m.

Complaint Filed: October 9, 2023

[[Prop.] Order, Not. of Mot., Mem. Of P&As, and Decs. Thomas D. Rutledge, Michelle Jackson and Erica Augustin filed concurrently herewith]

Thomas D. Rutledge
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Michelle Jackson, et al. v. Alliant International University, Inc., et al.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

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) evaluating the number of weeks each Class Member worked during the period from October 10, 2019 to April 4, 2025 ("Class Period") and the number of workweeks that each Aggrieved Employee worked during the time period from October 10, 2022 to April 4, 2025 ("PAGA Period"); (iv) 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 Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Payments and General Release Payments to both Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On April 14, 2025, Phoenix received a data file from Defense Counsel ("Class List") that contained names, last known mailing addresses, Social Security numbers, dates of employment, and workweeks for each Class Member during the Class Period. The final mailing list contained four hundred ninety (490) individuals identified as Class Members.

4. The Escalator Clause of the Settlement Agreement indicates if the number of work weeks between the start of the class period through the date of filing the motion for preliminary approval increases by more than 10% from the estimates Defendant provided to Plaintiffs to induce this settlement, which was 84,307 work weeks, there will be a pro rata increase to the Settlement Amount for any additional work weeks from the start of the class period through the date of filing the motion for preliminary approval. The total number of work weeks in the Class List was 65,672, and therefore the Escalator Clause was not triggered.

5. On April 25, 2025, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

6. On April 28, 2025, Phoenix mailed the Notice via U.S. first class mail to all four hundred ninety (490) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

7. As of the date of this declaration, twenty-three (23) Notices have been returned to Phoenix. None were returned with a forwarding address. For the twenty-three (23) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the twenty-three (23) Notices that were skip traced, twenty-two (22) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

8. As of the date of this declaration, one (1) Notice remains undeliverable.

9. As of the date of this declaration, Phoenix has received six (6) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was June 12, 2025.

10. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was June 12, 2025.

11. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was June 12, 2025.

12. There are four hundred eighty-four (484) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 98.78% of the Class. Settlement Class Members have worked a collective total of sixty-four thousand two hundred fifty-four (64,254) Workweeks during the Class Period.

13. The Net Settlement Amount of $268,016.00 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($159,984.00), Class Counsel costs ($10,000.00), requested Enhancement Payments to Plaintiffs ($5,000.00 each), General Release Payments to Plaintiffs ($5,000.00 each), the PAGA Amount ($15,000.00), and the requested Settlement Administration Costs ($7,000.00) from the Gross Settlement Amount ($480,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $1,312.69, the lowest Individual Settlement Share to be paid is approximately $2.73, while the average Individual Settlement Share to be paid is approximately $553.75. 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”).

15. Additionally, $15,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or $11,250.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or $3,750.00, of which shall be paid to the Aggrieved Employees. There are three hundred forty-eight (348) Aggrieved Employees who worked a total of fifteen thousand five hundred fifty-nine (15,559) Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $15.63, and the average Individual PAGA Payment to be paid is approximately $10.78.

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

17. Phoenix's costs associated with the administration of this matter are $7,000.00. 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 June 20, 2025, at Orange, California.

Taylor Mitzner

TAYLOR MITZNER

Exhibit A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Jackson v. Alliant International University, et al.
San Diego County Superior Court Case No. 37-2023-00043742-CU-OE-CTL

Augustin v. Alliant International University, et al.
San Diego County Superior Court Case No. 37-2024-00002100-CU-OE-CTL

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	**All current and former staff employees of Alliant International University who were employed in the State of California at any time from October 9, 2019, through April 4, 2025 ("Class Members").**

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was filed by Michelle Jackson, a former employee of Alliant International University, on October 9, 2023 in the San Diego County Superior Court, Case Number 37-2023-00043742-CU-OE-CTL. On January 11, 2024, Erica Augustin filed another lawsuit in the San Diego County Superior Court against Alliant International University, Case Number 37-2024-00002100-CU-OE-CTL. The two lawsuits are collectively referred to herein as the "Actions." Michelle Jackson and Erica Augustin are collectively referred to herein as "Plaintiffs." Alliant International University is herein referred to as "Defendant."

Plaintiffs claim in the Actions that Defendant violated sections of the California Labor Code and California Business and Professions Code. Plaintiffs specifically allege that Defendant failed to provide compliant meal and rest periods and associated premium pay, failed to pay employees minimum wage, did not properly pay employees all wages owed for time worked, did not timely pay all wages owed at termination of employment, failed to provide employees with accurate itemized wage statements, failed to keep accurate payroll records, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. Plaintiffs claim that Class Members have the right to recover monetary damages, penalties, and restitution based on these violations. Plaintiffs also seek to recover civil penalties on behalf of aggrieved employees and the State of California based on these violations pursuant to the California Private Attorneys General Act ("PAGA"). Defendant denies all alleged violations and denies it owes Class Members any remedies. The Court has not made a ruling on the merits of the Actions.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Plaintiffs), sue on behalf of people who appear to have similar claims (in this case all current and former staff employees of Defendant who were employed in the state of California at any time from October 9, 2019, through April 4, 2025. All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Superior Court for the County of San Diego ("Court") is in charge of these Actions.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement through a neutral, third-party mediator, which is memorialized in the Class Action Settlement Agreement ("Agreement" or "Settlement"). On April 4, 2025, the Court granted preliminary approval of the Settlement, appointed Plaintiffs as the Class Representatives, and appointed their attorney, THOMAS RUTLEDGE, ESQUIRE OF THE LAW OFFICE OF THOMAS D. RUTLEDGE, as counsel for the Class ("Class Counsel"). The Class Representatives and Class Counsel believe the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the Settlement?

You are part of the Settlement, and a Class Member, if you were a staff employee employed by Defendants in the state of California at any time from October 9, 2019, to April 4, 2025 (the "Class Period").

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the Settlement provide?

The Settlement provides that Defendant will pay a maximum of $480,000 ("Gross Settlement Fund"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Fund" is the portion of the Gross Settlement Fund that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Fund is the Gross Settlement Fund less the following amounts (which are subject to Court approval):

A. **Attorneys' Fees to Class Counsel** not to exceed one-third (1/3) of the Gross Settlement Fund or $159,984;

B. **Litigation Costs/Expenses to Class Counsel** not to exceed $10,000;

C. **Service Payments to the Class Representatives** in an amount of $5,000 each, for a total of $10,000;

D. **Settlement Administration Costs** which are currently estimated not to exceed $15,000; and

E. **PAGA Payment** in the amount of $15,000 for the settlement of claims arising under the PAGA. Seventy-five percent (75%) of this amount, or $11,250.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%), or $3,750.00, will be distributed to all current and former staff employees of Defendant who were employed in the state of California at any time between October 10, 2022, and April 4, 2025 (the "PAGA Period") (the "Aggrieved Employees"), for the release of their claims arising under PAGA.

The amount you are eligible to receive from the Settlement, your "Individual Settlement Payment," will be determined on a *pro rata* basis, based on the number of Workweeks you worked in California as an employee of Defendant from October 9, 2019, through April 4, 2025. Your Individual Settlement Payment includes both your estimated share of the Net Settlement Fund and, if eligible, your *pro rata* share of the PAGA Payment ("Individual PAGA Payment").

The Individual Settlement Payment will be apportioned as twenty percent (20%) wages and eighty percent (80%) as non-wages. If you are eligible to receive an Individual PAGA Payment, your Individual PAGA Payment will be allocated as 100% penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid by Defendant separately from and in addition to the Gross Settlement Fund. The penalties and interest portions of your Individual Settlement Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

According to Defendant's payroll records, you worked «Total_Weeks» Workweeks during the Class Period. Your estimated Individual Settlement Payment is «ESA_Before_Paga». The amount of the payment may change depending on the number of timely and valid Requests for Exclusions submitted in the Settlement, if any.

According to Defendant's payroll records, you worked «PAGA_Pay_Periods» Workweeks during the PAGA Period. Your Individual PAGA Payment is «PAGA_Amount».

This amount was determined based on Defendant's record of your employment between from October 9, 2019 through April 4, 2025, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of Workweeks you worked during the Class Period or during the PAGA Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by **June 12, 2025**. All disputes regarding your Workweeks will be resolved and decided by the Parties or, if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Fund by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid Request for Exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant and all of its former and present directors, officers, employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

The "Released Class Claims" include all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the Actions arising during the Class Period, including factual claims regarding Defendant's alleged: (i) failure to pay all overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay minimum wages; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to timely pay wages during employment; (vii) failure to provide complete and accurate wage statements; (viii) failure to reimburse necessary business expenses; and (ix) unfair business practices.

The "Class Period" for the Released Class Claims is from October 9, 2019, through April 4, 2025.

Additionally, all current and former staff employees of Defendant who were employed by Defendant in the state of California at any time between October 10, 2022, and April 4, 2025, shall release the Released PAGA Claims that arose during the PAGA

Period. You cannot opt-out of the release of the claims alleged under PAGA.

The "Released PAGA Claims" include all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notice provided to the LWDA and in the Consolidated Complaint in the Actions during the PAGA Period.

The "PAGA Period" to which the release of the Released PAGA Claims pertains is from October 10, 2022, to April 4, 2025.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a Request for Exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Fund. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment (*i.e.,* Individual PAGA Payment) because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written Request for Exclusion. You must include your full name, address, e-mail address or telephone number, and the last four (4) digits of your Social Security Number. Your Request for Exclusion must include a clear statement that you do not wish to be included in the Actions.

The written Request for Exclusion must be e-mailed or mailed to the Settlement Administrator at the address listed below, post-marked by **June 12, 2025**. You cannot exclude yourself by phone.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Email: info@phoenixclassaction.com

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Fund (*i.e.,* Individual Settlement Payment) and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a Request for Exclusion, you give up the right to sue Defendant and the other Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this Settlement?

No. (Except if you worked between October 10, 2022, and April 4, 2025, in which case you will still receive your Individual PAGA Payment for claims that arise under PAGA.) But if you submit a timely and valid Request for Exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved THOMAS RUTLEDGE, ESQUIRE OF THE LAW OFFICE OF THOMAS D. RUTLEDGE as Class Counsel. The firm's contact information is:

Thomas D. Rutledge
Attorney-at-Law
16956 Via De Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

Class Counsel will ask the Court for attorneys' fees of up to one-third (33%) of the Gross Settlement Fund ($159,984.00) and reimbursement of litigation cost/expenses of up to $10,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Class Settlement or some part of it.

12. How do I tell the Court if I don't like the Settlement?

If you are a Class Member, you can object to the Class Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must e-mail or mail your written objection to the Settlement Administrator no later than **June 12, 2025**. Your written objection must include your full name, address, e-mail or telephone number, the last four (4) digits of your social security number or employee ID number, and the specific reason for your objection. All objections must be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on **July 25, 2025**, at **9:00 AM** and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at **July 25, 2025**, at **9:00 AM**, in Department C-73 of the San Diego Superior Court—Hall of Justice, located at 330 W Broadway, San Diego, CA 92101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend either virtually or in-person. You may also retain your own lawyer at your expense to attend on your behalf.

The Final Approval Hearing may be postponed without further notice to Settlement Class Members. Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at jackson-v-alliant-international-university.phoenixcases.com.

16. How will I learn if the Settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at jackson-v-alliant-international-university.phoenixcases.com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing and the Court grants final approval of the Settlement, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties based on the Released Class Claims, ever again. Your Individual Settlement Payment and Individual PAGA Payment, if applicable, will be mailed to you and will remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there via https://www.sco.ca.gov/upd_msg.html.

GETTING MORE INFORMATION

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 viewing the settlement located on the Settlement Administrator's website at jackson-v-alliant-international-university.phoenixcases.com or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

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

Exhibit B

PHOENIX
CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	490
Opt Out Rate	1%
Opt Outs Received	6
Total Class Claimants	484
Subtotal Admin Only	**$7,227.61**
Flat Fee Total	**$7,000.00**

June 17, 2025

Case: Michelle Jackson, et al. v. Alliant International University, Inc., et a

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	1	$100.00
Toll Free Setup*	$100.00	1	$100.00
Call Center & Long Distance	$2.50	49	$122.50
NCOA (USPS)	$120.00	1	$120.00
		Total	**$642.50**

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$100.00	1	$100.00
Data Merge & Duplication Scrub	$0.09	490	$44.10
Notice Packet & Opt-Out Form	$1.00	490	$490.00
Estimated Postage (up to 1 oz.)	$0.64	490	$313.60
		Total	**$947.70**

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	$55.00	4	$220.00
Skip Tracing Undeliverables	$0.75	23	$17.25
Remail Notice Packets	$1.00	22	$22.00
Estimated Postage	$0.64	22	$14.08
Programing Undeliverables	$50.00	1	$50.00
		Total	**$323.33**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	$100.00	2	$200.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$5.00	0	$0.00
Case Manager	$85.00	2	$170.00
		Total	**$680.00**

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	2	$270.00
Programming Manager	$95.00	2	$190.00
QSF Fees, Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	5	$675.00
Mail Class Checks, W2 and 1099 *	$1.00	484	$484.00
Estimated Postage Checks, W2 and 1099	$0.50	484	$242.00
		Total	**$2,131.00**

* 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	$115.00	3	$345.00
Remail Undeliverable Checks (Postage Included)	$1.50	39	$58.08
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	4	$340.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	3	$345.00
Uncashed Check QSF Tax Filing	$150.00	1	$150.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	$700.00	1	$700.00
		Total	**$2,503.08**

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

Total:	**$7,227.61**