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6 La Jolla, CA 92037
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8 Facsimile: (858) 551-1232
9 Website: www.bamlawca.com

10 Attorneys for Plaintiff

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN DIEGO**
14

15 MARTINA AVERY, an individual, on behalf
16 of herself, and on behalf of all persons
17 similarly situated,

18 Plaintiffs,

19 v.
20

21 SLEEP DATA SERVICES LLC a California
22 Limited Liability Company; and DOES 1
23 through 50, inclusive,

24 Defendants.

Case No.: 37-2020-00032747-CU-OE-CTL

**DECLARATION OF STEPHEN GOMEZ
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Judge: Hon. Keri Katz
Dept.: 74
Hearing Date: February 17, 2023
Hearing Time: 8:30 a.m.

1 I, **STEPHEN GOMEZ** declare the following facts to be true and correct and if called as a
2 witness would testify competently to the same:

3 1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris") the claims
4 administrator in the above-entitled action. My business address is 3194-C Airport Loop
5 Drive, Costa Mesa, CA 92626. My telephone number is (714) 824-8590. I am over twenty-
6 one years of age and authorized to make this declaration on behalf of Simpluris and myself.

8 2. Simpluris, Inc. is a Class Action Settlement Administration company located
9 in Costa Mesa, CA. It is founded by individuals who have each managed hundreds of
10 settlements, along with professionals in the areas of Software Development, Third-Party
11 Claims Administration, Mail-House Operations, and Call Center Support Management.

13 3. Simpluris was appointed by the Court as Settlement Administrator to
14 administer the settlement in accordance with the terms of the Class Action Settlement
15 Agreement entered into by the parties, (the "Settlement Agreement"). Simpluris has
16 been, and if the Court grants final approval of the Settlement, will be responsible for,
17 among other things: (a) printing and mailing the Notice of Proposed Settlement of
18 Class Action and Hearing Date for Final Approval ("Class Notice") (b) receiving
19 undeliverable Notice Packets; (c) receiving and validating requests for exclusion,
20 objections, or disputes; (d) calculating individual settlement payments, distributing
21 funds, and tax-reporting following final approval; (e) mailing settlement checks; (f)
22 answering questions from Class Members; and (g) performing such other tasks
23 necessary to effectuate the terms of the Settlement or as the Parties mutually agree or
24 the Court orders Simpluris to perform.
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1 4. A toll-free telephone number was included in the Class Notice for the purpose
2 of allowing the Class Members to call Simpluris and to make inquiries regarding the
3 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in
4 operation throughout the settlement process. Callers have the option to speak with a live
5 call center representative in English and Spanish during normal business hours or to leave
6 a message and receive a return call during non-business hours. The toll-free telephone
7 number included in the Class Notice was 1-888-369-3780.
8

9 5. On July 19, 2022, Simpluris received the Court-approved Class Notice. The
10 Notice advised Class Members of their right to opt out from the Settlement, object to the
11 Settlement, or do nothing, and the implications of each such action. The Notice advised
12 Class Members of applicable deadlines and other events, including the Final Approval
13 Hearing, and how Class Members could obtain additional information. The Notice was
14 pre-printed with the name and address of the Class Member and their estimated payment.
15

16 6. On July 31, 2022, Counsel for Defendant provided Simpluris with a mailing
17 list ("Class List") containing the name, last known address, Social Security number, and
18 pertinent employment information during the Class Period for the Class Members. The
19 Class List contained data for two hundred fifty-seven (257) Class Members.
20

21 7. The mailing addresses contained in the Class List were processed and updated
22 utilizing the National Change of Address Database ("NCOA") maintained by the U.S.
23 Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service.
24 In the event that any individual had filed a U.S. Postal Service change of address request,
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1 the address listed with the NCOA was utilized in connection with the mailing of the
2 Notices.

3 8. On November 18, 2022, after updating the mailing addresses through the
4 NCOA, Notices were mailed via First Class Mail to two hundred fifty-seven (257) Class
5 Members contained in the Class List. A sample Notice Packet is attached hereto as
6 **Exhibit A.**

7
8 9. As of this date, sixteen (16) Class Notices were returned by the post
9 office. For those without forwarding addresses, Simpluris attempted to find a forwarding
10 address using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used
11 the Class Member's name and previous address to locate a current address. Altogether,
12 Simpluris re-mailed fourteen (14) Class Notices to either; a new forwarding address
13 provided by the Post Office, a newfound address using Accurint, or a forwarding address
14 provided by the Class. Ultimately, two (2) Class Notices were undeliverable.
15

16 10. As of today, there are two hundred fifty-seven (257) Participating Class
17 Members who will be paid their portion of the Net Settlement Amount, estimated to be
18 \$116,750.00. The Net Settlement Amount available to pay Participating Class Members
19 was determined as follows:
20

21	Gross Settlement Amount:	\$ 277,500.00
22		
23	Less Attorneys' Fees (Requested)	-\$ 92,500.00
24	Less Litigation Costs (Requested)	-\$ 25,000.00
25	Less Plaintiffs' Service Awards (Requested)	-\$ 10,000.00
26		
27	PAGA – LWDA Payment	-\$ 18,750.00
28	PAGA – Aggrieved Employees	-\$ 6,250.00

Less Settlement Administration:	-\$ 8,250.00
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NET SETTLEMENT AMOUNT	\$ 116,750.00
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11. As of today, all two hundred fifty-seven (257) Class Members will receive a settlement share from the Net Settlement Fund. The estimated *average* settlement share under the settlement is approximately \$454.28 and the estimated *highest* settlement share is approximately \$1,279.13.

12. In addition, all two hundred fifty-seven Aggrieved Employees will receive a payment from the PAGA payment. The estimated *average* PAGA payment under the settlement is approximately \$24.32 and the estimated *highest* PAGA payment is approximately \$54.04.

13. As of this date, Simpluris has not received any requests for exclusion from the Settlement.

14. As of this date, Simpluris has not received any disputes.

15. Class Members who wished to object were directed to submit their written objection to Simpluris. As of this date, Simpluris has not received any objections.

16. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$8,250.00. A breakdown of Simpluris' fees is attached hereto as **Exhibit B**. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and preparation of the necessary tax reporting on such payments.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed this 25th day of January, 2023, in Costa Mesa,
3 California.

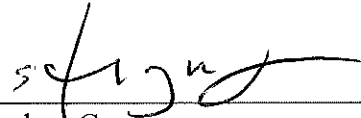
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EXHIBIT A

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL

(Avery v. Sleep Data Services LLC, Superior Court of the State of California,
County of San Diego, Case No. 37-2020-00032747-CU-OE-CTL)

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE
CAREFULLY.

«I Mj ul I Bar codeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

5500-5500-
5500-5500

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«MERGED_ClassEstSettAmnt_CALC». See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to exclude yourself, you must notify the Settlement Administrator as explained in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the "Court") has been reached between Plaintiff Martina Avery ("Plaintiff") and Defendant Sleep Data Services LLC ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who worked for Defendant in California as non-exempt employees at any time during the Class Period.

The Class Period is April 22, 2019 to September 22, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On September 17, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego (the "Complaint"), alleging the following class claims against the Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to timely pay wages at termination, and recovery of civil penalties pursuant to the Private Attorney General Act (Labor Code §§ 2698, *et seq.*) ("PAGA") based upon the above alleged violations. This lawsuit is referred to as the "Action".

Defendant denies and disputes all such claims. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on June 20, 2022. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Two Hundred Seventy-Seven Thousand Five Hundred Dollars (\$277,500) (the "Gross Settlement Amount") to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within thirty (30) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The "Effective Date" is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion ("Participating Class Members"):

- **Settlement Administration Expenses.** Payment to the Settlement Administrator, estimated not to exceed \$10,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$92,500 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payments.** Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Payment.** A payment of \$25,000 relating to the claim for penalties under the Private Attorney Generals Act ("PAGA"), \$18,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment"). The remaining \$6,250 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period (April 22, 2019 to September 22, 2021). "Aggrieved Employees" mean all individuals who worked for Defendant in California as non-exempt employees at any time during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount", shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$121,500.00, based upon the above proposed deductions. Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member, which shall be calculated as follows: (a) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of workweeks to determine a dollar amount per week ("Weekly Rate");

and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-third (1/3) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. One-third (1/3) of each Participating Class Member's Settlement Share is in settlement of claims for interest and one-third (1/3) of each Participating Class Member's Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date, Defendant shall receive a release from the Participating Class Members of all claims alleged in the operative complaint, or which could have been asserted in the operative complaint premised on the facts asserted therein, which arose during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and class claims outside of the Class Period ("Released Class Claims").

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date, Defendant shall receive a release from the State of California of all PAGA claims for civil penalties alleged in the operative complaint, or which could have been asserted in the operative complaint premised on the facts asserted therein, which arose during the PAGA Period ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class for all Released PAGA Claims that occurred during the PAGA Period.

5. How much will my payment be?

The Weekly Rate is estimated to be \$7.79. Defendant's records reflect that you have worked «MERGED_WW» weeks for Defendant during the Class Period (April 22, 2019 to September 22, 2021).

Based on this information, your estimated Settlement Share from the Net Settlement Amount is \$«MERGED_ClassEstSettAmnt_CALC».

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than January 3, 2023.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at:

Avery v. Sleep Data Services LLC Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Telephone (888) 369-3780

The Court will hold a Final Approval Hearing on February 17, 2023, at 8:30 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service award to the Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendant for the Released Class Claims. However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than January 3, 2023. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *Avery v. Sleep Data Services LLC* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (3) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Avery v. Sleep Data Services LLC*, Case No. 37-2020-00032747-CU-OB-CTL. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is

Avery v. Sleep Data Services LLC Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

Written requests for exclusion that are postmarked after January 3, 2023, or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Avery v. Sleep Data Services LLC*, in the Superior Court of the State of California, County of San Diego, Case No. 37-2020-00032747-CU-OB-CTL.

All written objections must be mailed to the Settlement Administrator at Avery v. Sleep Data Services LLC Settlement Administrator, P.O. Box 26170, Santa Ana, CA 92799, no later than January 3, 2023.

Alternatively, Class Members may appear remotely at the Final Approval Hearing on February 17, 2023, at 8:30 a.m to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19info>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Travis K. Jang-Busby
Gordon Rees Scully Mansukhani, LLP 101
West Broadway, Suite 2000
San Diego, CA 92101

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

The Court will hold a Final Approval Hearing at 8:30 a.m on February 17, 2023, at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 74 before Judge Keri Katz. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service

payments to Plaintiff. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Avery v. Sleep Data Services LLC*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2020-00032747.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (888) 369-3780 or write to Avery v. Sleep Data Services LLC Settlement Administrator, P.O. Box 26170, Santa Ana, CA 92799; or contact Class Counsel at 1-858-551-1223.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Avery v. Sleep Data Services LLC*. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2020-00032747. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check where the funds may be claimed.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	18812	Prepared By:	Michael Sutherland
Estimate Date:	9/7/2021	Direct Dial #:	321-223-6067
		Email:	Msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: Kyle Nordrehaug
Firm: Blumenthal Nordrehaug & Bhowmik
Email: kyle@bamlawca.com

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Sleep Data: Opt Out Settlement

Anticipated Total Cost:	\$8,629
Capped Fee:	\$8,250

Terms:

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate
- 2) Included is a 2021 Federal 1120 tax return to account for banking activity in 2021.

Total Possible Class Size:	350	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	Yes	Redistribution:	One
Unclaimed Funds:	Escheat	State(s):	CA
		Tax Reporting Years	One

Case Setup

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	3	\$375.00
Database Manager - Initial Data Analysis	\$140.00	3	\$420.00
Total			\$795.00

Notification

Category	Unit Value	# of Units	Total
Mall Notice Packet	\$1.00	350	\$350.00
Postage	\$0.58	350	\$203.00
NCOA/CASS/LACS	\$60.00	1	\$60.00
Undeliverable Processing	\$0.25	35	\$8.75
Skip Trace RUM	\$1.50	35	\$52.50
Remall Notice Packet	\$1.50	30	\$44.63
Remall Postage	\$0.58	30	\$17.26
Reminder Post Card Check Cashing Deadline	\$0.40	175	\$70.00
Postage	\$0.36	175	\$63.00
Mailing Supervisor	\$60.00	1	\$60.00
Total			\$909.13

Call Center

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	5	\$375.00



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Administration

Process Mail, Opt Out/Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	3	\$375.00
Resolving Mismatched TINs	\$75.00	2	\$150.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	4	\$8.75
Opt Out Processing	\$1.50	4	\$5.25
Data Entry	\$60.00	1	\$60.00
Project Manager	\$125.00	3	\$375.00
Social Media Search for Check Cashing Deadline	\$125.00	2	\$250.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$1,214.00

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members, W2s/1099s - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	2	\$150.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$3.00	350	\$1,050.00
Postage	\$0.58	350	\$203.00
Process Returned Checks	\$0.50	4	\$1.75
Skip Trace Search Undeliverable Checks	\$5.00	4	\$17.50
Remail Checks (Includes Postage)	\$4.00	4	\$14.00
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee, 2021	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	5	\$25.25
Postage	\$0.58	5	\$3.05
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Escheat management-State	\$400.00	1	\$400.00
Disbursement Manager	\$125.00	6	\$750.00
Total			\$5,060.55



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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	3	\$150.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$650.00

Postage \$423.26

Total Case Costs

\$8,628.68