

COHELAN KHOURY & SINGER

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Jeff Geraci (SBN 151519)

jgeraci@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001

Facsimile: (619) 595-3000

LEBE LAW, APLC

Jonathan M. Lebe (SBN 284605)

jon@lebelaw.com

Zachary Gershman (SBN 328004)

zachary@lebelaw.com

777 S. Alameda Street, Second Floor

Los Angeles, CA 90021

Telephone: (213) 358-7046

Attorneys for Plaintiffs BENIYAM KEBEDE, ALAIN TSAI,
and MONICA I. PAZMINO, individually and on behalf of
all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

JORDAN OLSON, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

WRIKE, INC., and DOES 1 through 25,
inclusive,

Defendants.

Case No. 20CV366599

Hon. Patricia M. Lucas

CLASS ACTION

**DECLARATION OF EVELIN REYES
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: May 4, 2022

Time: 1:30 p.m.

Dept: 3

Judge: Hon. Patricia M. Lucas

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF EVELIN REYES

I, Evelin Reyes, hereby declare:

1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris"), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5654. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

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

3. Simpluris was approved by Counsel for Plaintiffs Beniyam Kebede, Alain Tsai, Monica Pazmino ("Plaintiffs"), and Wrike Inc. ("Defendant"), ("Parties"), to provide settlement administration services in *Kebede v. Wrike Inc.* ("Settlement"). In this capacity, Simpluris was charged with (a) establishing and maintaining a settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to Plaintiffs, Class Counsel and Class Members; (d) printing and mailing Notice of Proposed Class Action Settlement and Change of Address Form to Class Members; (e) receiving and validating Class Members' Requests for Exclusion, Objections or Disputes of Work Weeks; (f) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, and (h) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

TOLL FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Class Notice so Class Members could call Simpluris and make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-business hours. The toll-free telephone number included in the Notice of Proposed Class Action Settlement was (888) 369-3780 and was live on January 19, 2022.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

6. On January 6, 2022, Counsel for Defendant provided Simpluris with a mailing list (“Class List”) containing Class Members’ names, most recent mailing address and telephone numbers, social security numbers, and pertinent employment information for each Class Member during the Class Period. The Class List contained data for two hundred and twenty-two (222) Class Members.

8. On January 19, 2022, Notice Packets were mailed to two hundred and twenty-two (222) Class Members with addresses contained in the Class List via First Class mail or updated via the NCOA search. A copy of the Notice Packet is attached hereto as **Exhibit A**.

9. If a Class Member's Notice Packet was returned by the USPS as undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name and previous address to locate a current address. Through the advanced address search, Simpluris was able to locate twenty (20) updated addresses and Simpluris promptly mailed the Notice Packets to those updated addresses. In addition, Simpluris received fourteen (14) returned Notice Packet with forwarding addresses and promptly mailed the Notice Packets to those updated addresses. Ultimately, there were three (3) Notice Packets that were undeliverable.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

11. The Net Settlement Fund of \$1,033,176.15 available to pay Class Members was determined by subtracting Class Counsel's Fees (\$666,666.00), Class Counsel's Costs (\$10,657.85), Plaintiff Service Awards (\$30,000.00), PAGA LWDA Payment (\$37,500.00), PAGA Payments to Aggrieved Employees (\$12,500.00), Previous Payment (\$204,000.00) and Administration Costs (\$5,500.00) from the Maximum Settlement Amount (\$2,000,000.00).

REQUESTS FOR EXCLUSION, OBJECTIONS, AND DISPUTES

13. Simpluris received no Requests for Exclusion from Class Members as of this date.

14. Simpluris received no Objections to Settlement from Class Members as of this date.

15. As of this date, Simpluris has received one (1) Dispute of Work Weeks from Class Members. Simpluris is in communication with Defense Counsel regarding the Dispute.

SETTLEMENT COMPLIANCE AND REPORTING

16. Class Members' settlement checks uncashed 180 days after issuance will be sent to cypres recipient Legal Aid at Work. Checks to Aggrieved Employees uncashed 180 days after issuance will be paid to the State Controller, Unclaimed Property Division, in the appropriate employee's name.

17. Simpluris will prepare a declaration for filing with the Court describing the completion of its administrative duties, including the amount and handling of uncashed checks.

16. Class Members' settlement checks uncashed 180 days after issuance will be sent to cy pres recipient Legal Aid at Work. Checks to Aggrieved Employees uncashed 180 days after issuance will be paid to the State Controller, Unclaimed Property Division, in the appropriate employee's name.

17. Simpluris will prepare a declaration for filing with the Court describing the completion of its administrative duties, including the amount and handling of uncashed checks.

ADMINISTRATION COSTS

18. 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 \$5,500.00.

1 Simpluris' work in connection with this matter will continue, and include calculation of settlement
2 checks, issuance and mailing of settlement checks, and necessary tax reporting on payments.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed this 7th day of April, 2022, in Costa Mesa, California.

5
6 

7 _____
8 EVELIN REYES
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**TO: All commissioned employees who worked for Wrike, Inc. in California
from April 6, 2016 to March 31, 2021**

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

*This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or don't act.
Your rights are explained in this Notice.*

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS	
Do Nothing and Receive a Payment	To receive a cash Settlement payment, you do not have to do anything. Your Settlement Share payment, estimated at \$«MERGED_EstSettAmnt_CALC», will be mailed to you automatically after the Court grants final approval of the Settlement. (See, Section 5 below.) [The Administrator <u>must</u> have your current address to mail your payment.]
Exclude Yourself ("Opt Out")	If you do not want to participate in the Settlement, you may exclude yourself, or "opt out" of the Settlement. If you do, you will not receive a Settlement payment, and you will keep all rights you may have against Wrike. (See, Section 7 below). However, PAGA does not allow individuals to exclude themselves, so if you exclude yourself from the Settlement, you will still receive your share of the PAGA Payment and release your PAGA claims.
Object	You have the right to object to the Settlement if you think the Settlement is not fair by sending your written objection to the Settlement Administrator or by appearing in person at the time of the Final Approval Hearing. (See, Section 8 below).
Change Your Address	If your address is different than the address this Notice was mailed to, you must notify the Administrator of your correct address. A Change of Address Form and pre-printed return envelope are included with this Notice. Your Settlement Share payment will be mailed to the address on file with the Administrator.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE**
- **WRIKE DENIES THE ALLEGATIONS IN THE LAWSUIT – BOTH PARTIES DECIDED TO SETTLE IN ORDER TO AVOID THE COSTS OF A CONTINUED LAWSUIT**

1. Why did I get this Notice?

A proposed settlement ("Settlement") of a class action lawsuit was reached between Plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino ("Plaintiffs") and Defendant Wrike, Inc. ("Defendant"). The Court in charge of this case has granted preliminary approval of the Settlement. You received this Notice because you may be a member of the Class, defined as: "All commissioned employees who worked for Wrike, Inc. in California from April 6, 2016 to March 31, 2021."

There are an estimated 222 members of the Class who worked from April 6, 2016 to March 31, 2021 ("Class Period"). This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On May 13, 2020, a complaint was filed against Defendant in the Superior Court of California, County of Santa Clara, amended June 30, 2020, September 30, 2020, and October 26, 2020 ("Complaint"). The Complaint alleged Defendant misclassified its employees paid with commissions and, as a result, failed to provide all: overtime wages, meal and rest periods, expense reimbursement, accurate wage statements and final wages, all of which violated the Private Attorneys General Act (PAGA).

Page 1 of 4

**NOTICE OF CLASS ACTION SETTLEMENT
Questions? Call Toll Free – 888-369-3780**

Wrike denies all allegations and contends Plaintiff and all Class Members were properly classified and provided everything required by law, including wages, rest and meal periods, expense reimbursements, and that it is not liable for any of the damages claimed or that could be claimed in the lawsuit.

The Court granted preliminary approval of the Settlement on December 6, 2021 and approved this Notice. The Court also preliminarily approved Plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino as the Class Representatives, law firms of Cohelan Khoury & Singer and Lebe Law, APLC as Class Counsel, and Simpluris, Inc., as the Administrator.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant agreed to pay \$2,000,000 (the “Gross Settlement Amount”). The Gross Settlement Amount includes all Settlement payments to Class Members and, subject to Court approval: (a) Settlement Administration Expenses not to exceed \$5,500, (b) Class Representative Service Payment up to \$10,000, (\$30,000 total), each to compensate Plaintiffs for services undertaken on behalf of the Class, (c) Class Counsel Fees up to \$666,666, (d) Class Counsel Litigation Expenses up to \$12,500, (e) up to \$50,000 for PAGA civil penalties - \$37,500 (75%) paid to California’s Labor Workforce and Development Agency (“LWDA Payment”); and, \$12,500 (25%) paid to Class Members based on the number of pay periods each worked from April 6, 2019 to March 31, 2021 (the “PAGA Period”), compared to the number of pay periods all worked during the PAGA Period.

Defendant will receive credit for payments of \$2,000 made to each of 102 Class Members (\$204,000) before May 13, 2020, (the “Prior Releasers”) and will pay no more than an additional \$1,796,000 when the Court approves the Settlement (other than amounts paid as its share of payroll taxes).

Settlement Share Payments to Participating Class Members. After deducting the Court-approved amounts for the payments and credits above, the remaining portion is the “Net Settlement Amount” (“NSA”) estimated at \$1,031,334. Individual Settlement Payments shall be distributed from the NSA to all Class Members who do not request to be excluded (“Participating Class Member”), by first paying \$2,000 to each of an estimated 104 Class Members (\$208,000), who did not receive a \$2,000 payment before May 13, 2020. The Administrator will then divide the total number of weeks worked by all Class Members during the Class Period by the remainder of the NSA to determine the “workweek dollar value.” For each Prior Releaser, the Settlement Administrator will multiply the number of weeks the Prior Releaser worked by 1.0, and then by the workweek dollar value. For Class Members who did not previously receive a \$2,000 payment from Defendant, their Individual Settlement Share will be the number of weeks worked multiplied by 1.1, and then by the workweek dollar value (in addition to the \$2,000 described above). In other words, those Class Members who did not receive a payment from Defendant before this Settlement, will receive a greater amount than those who did.

Each Settlement payment will be allocated as: 20% wages, with payroll withholdings deducted, and IRS W-2 Forms issued; and, 80% interest and penalties with IRS 1099 Forms issued. Nothing in this Notice is advice about taxes or taxability. Each Participating Class Member may want to consult a tax advisor about the consequence of the Settlement payments.

If the Court approves the Settlement, and you have not requested to be excluded, a check for your Settlement Share will be automatically mailed to you at the same address this Class Notice was mailed. You do not have to do anything to receive a payment, except make sure the Administrator has your current address. All Class Members who worked any time during the PAGA Period will receive a share of the PAGA Payment and release all PAGA claims, even if they ask to be excluded. A Change of Address Form and pre-printed return envelope are enclosed for your convenience.

This Settlement is not final until it is approved by the Court.

4. What Do I Release Under the Settlement?

Released Claims. As of the date the Judgment becomes Final, all Participating Class Members will fully and finally release Defendant and the Released Parties from all claims alleged in the Complaint for failure to provide (1) overtime wages, (2) meal periods, (3) rest periods, (4) accurate wage statements, (5) final wages, (6) expense reimbursements, and (7) PAGA violations. The release of these claims shall be effective for the Class Period, from April 6, 2016 through March 31, 2021, (“Released Class Claims”). Claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period, are not released.

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 filed against Defendant or any Released Party based on the claims covered by this Settlement. It also means all of the Court’s orders in this case are legally binding on you.

5. How much will my Settlement Share payment be?

Defendant's records show you worked «MERGED_CLASSWW_CALC» weeks during the Class Period (April 6, 2016 to March 31, 2021), and «MERGED_PAGAWW» weeks during the PAGA Period (April 6, 2019 to March 31, 2021) and you «MERGED_DIDNOT» receive a prior payment of \$2,000.

Based on this information, you are estimated to receive a payment of «MERGED_EstSettAmnt_CALC», less withholdings.

If you dispute the information your Settlement Payment is based on, you must return a written statement of the reasons you believe it is not correct, with any supporting documents you have, to the Settlement Administrator at the address in Paragraph 7 no later than March 5, 2022. Your written dispute should be signed by you, and include the case name, and case number, *Kebede, Tsai, Pazmino v. Wrike*, Case No. 20CV366599.

6. How can I get a Settlement Share payment?

To get your Settlement Share payment, 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 not correct or has changed since you received this notice, you must notify the Settlement Administrator. A Change of Address Form and pre-printed return envelope are enclosed for your use.

The Court will hold a Final Approval Hearing on May 4, 2022 at 1:00 p.m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed to Participating Class Members about six weeks after the Court enters its order finally approving the Settlement. If there are objections or appeals, resolving them will take time, usually more than a year before Settlement Share payments can be distributed. Please be patient.

7. What if I do not want to participate in the Settlement?

If you do not want to participate in the Settlement for any reason, you may request to be excluded from the Settlement ("to opt out"). **If you opt out, you will not receive a Settlement Share payment**, and you will not be bound by the terms of the Settlement.

To opt out, you must return a written, signed and dated request, postmarked no later than March 5, 2022 to the Settlement Administrator:

Wrike Class Action Settlement Administrator
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799

The opt-out request must state in substance: "I want to be excluded from the *Wrike Class Action* lawsuit, Case No. 20CV366599. I understand by asking to be excluded, I will not receive a Settlement Payment." The request must state your full name, address, telephone number, last four digits of your social security number, the approximate dates you worked for Defendant in California, and it must be signed by you.

Opt out requests postmarked after March 5, 2022, or that are incomplete or unsigned, will be rejected, and you will be bound by the Settlement and will receive your Settlement payment. **Even if you return a valid and timely opt-out request, you will still receive a share of the PAGA Penalties and will release PAGA claims.**

8. How do I tell the Court that I do not agree with the Settlement?

If you have not returned an opt out request and believe the Settlement should not be finally approved by the Court, you may object to any Settlement term either in writing or in person. All written objections must state your name, the reason(s) for the objection, and the name and number of the case, *Kebede, et al v. Wrike*, Case No. 20CV366599. Please also state whether you intend to appear at the final approval hearing.

All written objections must be returned to the Administrator at the address in Paragraph 7, no later than March 5, 2022. You may also appear at the Final Approval Hearing on May 4, 2022 at 1:30 p.m. and tell the Court your objection.

If the Court approves the Settlement you will be bound by all Settlement terms, even if you objected, in the same way as Class Members who do not object.

9. Who are the Attorneys for Plaintiff and the Class?

Michael D. Singer
Jeff Geraci
Cohelan Khoury & Singer
605 C Street, Suite 200
San Diego, CA 92101
Tel: (619) 595-3001 / Fax: (619) 595-3000
Email: jgeraci@ckslaw.com

Jonathan M. Lebe
Zachary Gershman
Lebe Law, APLC
777 South Alameda Street, Second Floor
Los Angeles, CA 90021
Tel: (213) 358-7046
Email: zachary@lebelaw.com

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

The Court will hold a Final Approval Hearing at 1:00 p.m. on May 4, 2022, in Department 3 of the Superior Court of California, County of Santa Clara, 191 North First Street San Jose, CA 95113, before the Hon. Judge Patricia Lucas. The Court will consider whether the Settlement is fair, reasonable, and adequate. If objections to the Settlement are made, the Court will consider them at the time of this hearing. This hearing may be rescheduled by the Court without further notice. If you submit a written objection, however, you will be provided notice of the rescheduled date. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend. When the Final Approval Order and Judgment has been signed and entered, it will be posted on the Administrator's website at www.simpluris.com/case-information.

Class members may appear at the final approval hearing either in person in the courtroom or by telephone via CourtCall. Class members who wish to appear by CourtCall should contact Class Counsel at least three days before the hearing if possible, to arrange a telephonic appearance. Any CourtCall fees for an appearance by an objecting class member will be paid by class counsel.

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

You may call the Settlement Administrator at (888) 369-3780 or write to *Wrike Commission Class Action* Settlement Administrator, c/o Simpluris, Inc., P. O. Box 26170, California 92799; or contact Class Counsel at (619) 595-3001 for more information.

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by looking at the Register of Actions for the California Superior Court for the County of Santa Clara. (Enter Case No. 20CV366599. <https://portal.scscourt.org/>). You may also review the case files in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 1:30 p.m., Monday through Thursday, and Friday between the hours of 8:30 a.m. to 12:00 p.m., excluding Court holidays and closures. Once the Court grants final approval of the Settlement, you may also view the Final Approval Order and Judgment on the administrator's website, www.simpluris.com/case-information.

**PLEASE DO NOT CALL THE COURT, THE JUDGE, DEFENDANT'S
SUPERVISORS, MANAGERS, OR ATTORNEYS ABOUT THIS SETTLEMENT**

IMPORTANT:

- Class members may appear at the final approval hearing either in person in the courtroom or by telephone via Court Call. Class members who wish to appear by Court Call should contact Class Counsel at least three days before the hearing if possible, to arrange a telephonic appearance. Any Court Call fees for an appearance by an objecting class member will be paid by Class Counsel.
- To receive your Settlement Share payment as a Participating Class Member, you must not return an opt out request, and your current mailing address must be on file with the Administrator. All Class Members who worked any time during the PAGA Period, will receive a share of the PAGA Payment and release all PAGA claims.
- Settlement Share checks will be void 180 days after issued if not deposited or cashed. After 180 days, the Settlement Administrator will forward the unclaimed amount to Legal Aid at Work, legalaidatwork.org, a non-profit organization providing legal services to California workers. The amount of any unclaimed PAGA penalties will be forwarded to the California State Controller, Unclaimed Property Division, in the name of the Class Member who did not cash a check for PAGA penalties. If your check is lost or misplaced, contact the Settlement Administrator immediately to request a replacement.

Superior Court of California, County of Santa Clara
Kebede, Tsai, Pazmino v. Wrike, Inc.,
Case No. 20CV366599

CHANGE OF ADDRESS FORM

I wish to change my name or mailing address or other contact information to the following:

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Action_Encoded»

Name: _____

Former Name (if applicable): _____

Street and Apt. No., if any: _____

City, State and Zip Code: _____

Telephone(s): (Home): _____; (Cell): _____

I understand all future correspondence in this Action, including but not necessarily limited to important notices or Settlement Payments, will be sent to the address listed above and not to the address previously used. I request and consent to the use of the address listed above for these purposes.

Submitted by:

Dated: _____

Print Name: _____

Signature: _____

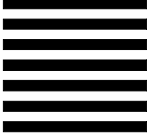
**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST-CLASS MAIL TO:**

Wrike Class Action Settlement Administrator
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799

Page 1 of 2
CHANGE OF ADDRESS FORM
Questions? Call Toll Free – 888-369-3780

Page 2 of 2
CHANGE OF ADDRESS FORM
Questions? Call Toll Free – 888-369-3780

No. 9 Envelope Front

BUSINESS REPLY MAIL FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA POSTAGE WILL BE PAID BY ADDRESSEE			NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES 
Wrike Class Action Settlement Administrator			
C/O SIMPLURIS PO BOX 26170 SANTA ANA CA 92799-9834			
			

No. 9 Envelope Back

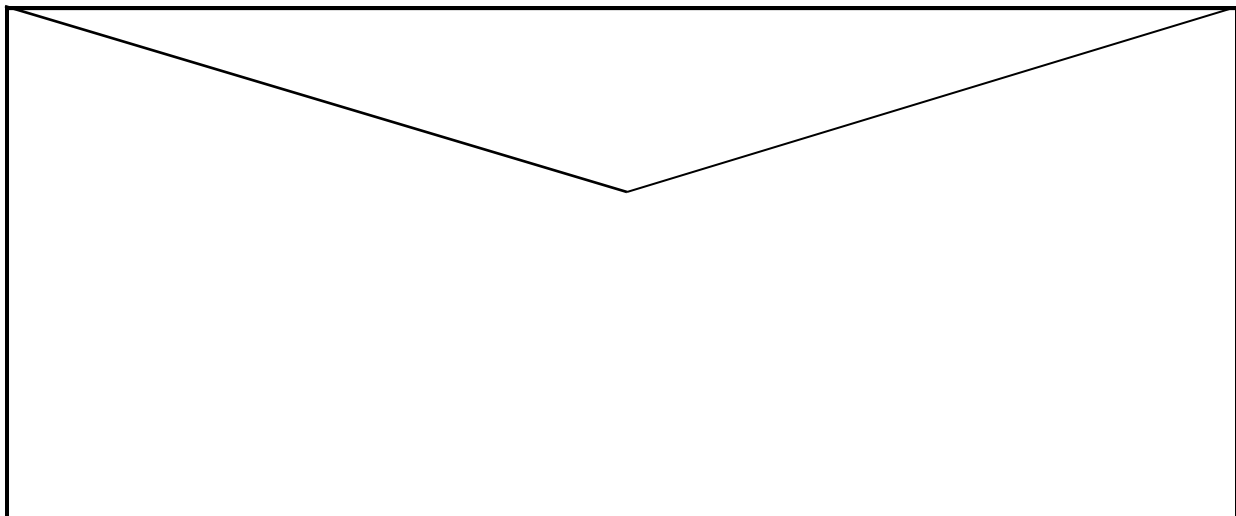


EXHIBIT B



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

Estimate #:	13274	Prepared By:	Michael Sutherland
Estimate Date:	5/3/2021	Direct Dial #	321.223.5067
		Email:	msutherladn@simpluris.com

Plaintiff Attorney
Attorney/Client: **Kristina De La Rosa/Mathew Atlas**
Firm: **COHELAN KHOURY & SINGER**
Email:

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Olson v Wrike: All-In Settlement

Capped Fee* **\$5,500**

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.

Total Possible Class Size:	222	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	Escheat State	State(s):	CA
		Federal Tax Return	One

Case Setup

Website - Post Order and Settlement Agreement

Data Compilation - Develop Case Specific Response Tracking - Error Reports

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

Notice Packet: 10 pg Notice, pre printed envelope - Double Sided - English mailing.

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	222	\$222.00
Postage	\$0.55	222	\$122.10
NCOA/CASS/LACS	\$0.10	222	\$22.20
Undeliverable Processing	\$0.25	22	\$5.55
Skip Trace RUM	\$2.00	22	\$44.40
Remail Notice Packet	\$1.75	19	\$33.02
Remail Postage	\$0.55	19	\$10.38
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$509.65

Call Center

Establish Case Specific Toll Free Number. IVR

Category	Unit Value	# of Units	Total
Customer Service Reps / Call Center Support	\$75.00	3	\$225.00
800 # Charges	\$0.10	180	\$18.00
Total			\$243.00



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

Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	2	\$150.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	2	\$5.55
Opt Out Processing	\$2.00	2	\$4.44
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$459.99

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members: W2's / 1099's - 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	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$2.50	222	\$555.00
Postage	\$0.55	222	\$122.10
Process Returned Checks	\$0.50	2	\$1.11
Skip Trace Search Undeliverable Checks	\$5.00	2	\$11.10
Remail Checks (Includes Postage)	\$4.00	2	\$8.88
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee(2021)	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	3	\$16.65
Reissue W2's/1099's	\$5.00	3	\$16.65
Escheat Management-State Unclaimed	\$250.00	1	\$250.00
Disbursement Manager	\$125.00	2	\$250.00
Total			\$3,876.49



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

Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Total Case Costs

\$6,184.13

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning