

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel : (818) 265-1020 / Fax : (818) 265-1021

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

KRISTY MINOR individually and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

HSNI, LLC, and unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVDS1910946

Honorable David S. Cohn
Department S26

CLASS ACTION

**DECLARATION OF LINDSAY KLINE
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

[Notice of Motion and Motion for Final
Approval of Class Action Settlement,
Attorneys' Fees and Costs, and Service
Payment; Declaration of Class Counsel
(Edwin Aiwazian); Declaration of Class
Representative (Kristy Minor); and
[Proposed] Final Approval Order and
Judgment filed concurrently herein]

Date: December 21, 2020
Time: 10:00 a.m.
Department: S26

Complaint Filed: April 10, 2019
FAC Filed: September 9, 2019
SAC Filed: June 23, 2020
Trial Date: None Set

DECLARATION OF LINDSAY KLINE

I, LINDSAY KLINE, 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 Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5635. 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 Kristy Minor ("Plaintiff") and HSNI, Inc. ("Defendant") (collectively the "Parties") and the Court, to provide notice of the Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") and settlement administration services in the *Minor v. HSNI, Inc.* action. In this capacity, Simpluris was charged with: (a) establishing and maintaining a Qualified Settlement Fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to Plaintiff, Class Counsel, and the Labor and Workforce Development Agency ("LWDA"); (d) translating, printing, and mailing, in English and Spanish, the Notice of Class Action Settlement ("Class Notice") to Class Members; (e) receiving and validating requests for exclusion from the Settlement, objections to the Settlement, and disputes regarding the number of workweeks during the period from April 10, 2015 through April 10, 2020 in which a Class Member worked at least one (1) day ("Workweeks") submitted by Class Members; (f) calculating the *pro rata* shares of the Net Settlement Fund ("Individual Settlement Payments"); (g) calculating the employer's portion of payroll taxes on the wage portion of Individual Settlement Payments ("Employer Taxes") and providing appropriate forms and calculations to Defendant; (h) mailing settlement checks to Class Members who do not timely and validly opt out of the Settlement ("Settlement Class Member"); and (e) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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5. On September 18, 2020, Simpluris received the Court-approved Class Notice. The Class Notice advised Class Members of their right to request exclusion from the Settlement, object to the Settlement, do nothing, and the implications of each such action. The Class Notice advised Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class Members could obtain additional information.

7. The mailing addresses contained in the Class Data were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service (“USPS”). The NCOA contains requested changes of address filed with the USPS. In the event that any individual had filed a USPS change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Class Notice.

8. On October 23, 2020, Class Notices were mailed to two hundred nineteen (219) Class Members to the addresses contained in the Class Data via First Class U.S. Mail or updated via the NCOA search. A true and correct copy of an exemplar Class Notice is attached hereto as **Exhibit A**.

1 9. As of this date, sixteen (16) Class Notices were returned to Simpluris by the USPS, of
2 which none were returned by the USPS as undeliverable with a forwarding address and were promptly
3 re-mailed. If a Class Member's Class Notice was returned by the USPS as undeliverable and without a
4 forwarding address, Simpluris performed an advanced address search (i.e. skip-trace) on all of these
5 addresses by using Accurant, a reputable research tool owned by Lexis-Nexis. There were sixteen (16)
6 Class Notices returned without a forwarding address for which Simpluris used the Class Member's name
7 and previous address to locate a current address. Through the advanced address searches, Simpluris was
8 able to locate fourteen (14) updated addresses and Simpluris promptly mailed Class Notices to those
9 updated addresses. As of this date, two (2) Class Notices remain undeliverable.

10 10. On November 17, 2020, Simpluris was contacted by an individual requesting inclusion in
11 the Settlement. Simpluris promptly sent this request to Defense Counsel and it was determined the
12 individual should be a Class Member. On November 19, 2020, Simpluris mailed a Class Notice to this
13 individual.

14 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

15 11. The deadline for Class Members to submit a request for exclusion from the Settlement,
16 objection to the Settlement, or Workweeks dispute is December 7, 2020 ("Response Deadline").

17 12. As of this date, Simpluris has not received any requests for exclusion from the Settlement
18 from Class Members.

19 13. As of this date, Simpluris has not received any objections to the Settlement from Class
20 Members.

21 14. As of this date, Simpluris has received one (1) Workweeks dispute from a Class Member.
22 Defense Counsel reviewed the dispute and it was determined the dispute would be accepted in favor of
23 the Class Member.

24 **SETTLEMENT AWARDS**

25 15. As of this date, there are two hundred twenty (220) Class Members who have not timely
26 and validly opted out of the Settlement and are therefore deemed Settlement Class Members who will be
27 paid their portion of the Net Settlement Fund (i.e, Individual Settlement Payment).
28

1 16. The expected Net Settlement Fund available to pay Settlement Class Members is
2 \$630,276.87, based on the following deductions that require Court approval: Class Counsel's attorneys'
3 fees (\$366,666.67), Class Counsel's litigation costs and expenses (\$30,000.00), Service Payment
4 (\$10,000.00), LWDA Payment (\$15,000.00), estimated Employer Taxes (\$41,139.86), and the
5 Settlement Administration Costs (\$7,300.00) from the Gross Fund Value (\$1,100,000.00).

6 17. The *average estimated payment* is \$2,864.89 and the *highest estimated payment* is
7 \$8,449.70.

8 **SETTLEMENT ADMINISTRATION COSTS**

9 18. Simpluris' total costs for services in connection with the administration of this Settlement,
10 including fees incurred and anticipated future costs for completion of the administration, are \$7,300.00
11 Simpluris' work in connection with this matter will continue with the calculation of the settlement checks,
12 issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such
13 payments. Attached as **Exhibit B** is a true and correct copy of the invoice stating the Settlement
14 Administration Costs.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed this 23rd day of November, 2020, in Costa Mesa, CA.

17
18 
19

20 Lindsay Kline

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Kristy Minor v. HSNI, LLC

Superior Court of California for the County of San Bernardino, Case No. CIVDS1910946

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

«IMjUlIBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

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«City», «State» «Zip»-«ZipDPC3»

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YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Kristy Minor ("Plaintiff") and Defendant HSNI, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Kristy Minor v. HSNI, LLC*, San Bernardino County Superior Court, Case No. CIVDS1910946 ("Action"), which may affect your legal rights. On September 11, 2020, the Court granted preliminary approval of the settlement and scheduled a hearing on December 21, 2020 at 10:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt or hourly-paid employees who worked for Defendant in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from April 10, 2015 through April 10, 2020.

II. BACKGROUND OF THE ACTION

On April 10, 2019, Kristy Minor commenced the Action by filing the Class Action Complaint for Damages in the San Bernardino County Superior Court. On June 23, 2020, Plaintiff filed the Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), adding a cause of action under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On September 11, 2020, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Kristy Minor as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million One Hundred Thousand Dollars (\$1,100,000) (the "Gross Fund Value"). The portion of the Gross Fund Value that is available for payment to Class Members is referred to as the "Net Settlement Fund." The Net Settlement Fund will be the Gross Fund Value less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Fund Value (i.e., \$366,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000) to Class Counsel; (2) Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for her services in the Action; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of Fifteen Thousand Dollars (\$15,000) for its 75% portion of the PAGA Payment ("LWDA Payment"); (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars (\$9,000) to the Settlement Administrator; and (5) the employer's portion of payroll taxes on the wage portion of Individual Settlement Payments ("Employer Taxes"), estimated to be \$41,423.50. Note: a total of Twenty Thousand Dollars (\$20,000) from the Gross Fund Value has been allocated toward penalties under the Private Attorneys General Act ("PAGA Payment"), of which the LWDA will be paid 75% and the remaining 25% (i.e., Five Thousand Dollars (\$5,000)) will be a part of the Net Settlement Fund for distribution to Settlement Class Members.

Class Members are eligible to receive payment under the Settlement of their share of the Net Settlement Fund ("Individual Settlement Payment") based on the number of workweeks during the Class Period in which the Class Member worked at least one (1) day ("Workweeks").

The Settlement Administrator has divided the Net Settlement Fund by the total number of Workweeks of all Class Members to arrive at a value per Workweek, and multiplied each Class Member's individual Workweeks by the value per Workweek to yield his or her estimated gross Individual Settlement Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely request for exclusion from the Settlement ("Settlement Class Members") will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) penalties, interest, and other non-wage restitution which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Payments.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under**

the Settlement.

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From April 10, 2015 to April 10, 2020, you worked for Defendant as a non-exempt or hourly-paid employee in California for «MERGED_WW» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (*Kristy Minor v. HSNI, LLC*, Case No. CIVDS1910946); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than December 7, 2020**.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$«MERGED_EstSettAmnt_CALC». The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date (the date on which both of the following have occurred: (i) final approval of the Settlement is granted by the Superior Court of California for the County of San Bernardino or other court assuming jurisdiction of this matter; and (ii) the Court's Judgment approving the Settlement becomes Final), Plaintiff and all Class Members who do not submit a valid and timely request for exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims.

"Released Claims" means any and all claims, debts, liabilities, demands, obligations, liquidated damages, penalties, interest, wages, compensation, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, under any legal theory under federal and state law that are based on claims set forth in the Operative Complaint for the Class Period, as well as any and all claims and allegations that were or could have been raised in this Action, including claims raised under the applicable IWC Wage Orders and California Labor Code, including sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 as well as claims under the California Unfair Competition Law, Business and Professions Code section 17200 *et seq.*, and the Private Attorney Generals Act, California Labor Code section 2698 *et seq.*

"Released Parties" means Defendant, and all of its former or present parents, subsidiaries, affiliates, joint ventures, partners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, shareholders, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, fiduciaries, and the predecessors and successors, legal representatives of all such entities and individuals, and any other person acting by through, under or in concert with any of them.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to one-third (1/3) of the Gross Fund Value (i.e., an amount of up to \$366,666.67) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Gross Fund Value. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) ("Service Payment"), in recognition of her services in connection with the Action. The Service Payment will be paid from the Gross Fund Value, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars (\$9,000) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing requests for exclusion from the Settlement, objections to the Settlement, and disputes regarding Workweeks, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Fund Value, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request for exclusion to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Kristy Minor v. HSNI, LLC*, Case No. CIVDS1910946); (b) contain your full name, address, telephone number, and last four digits of your Social Security Number; (c) contain a statement clearly indicating that you do not wish to be included in the Settlement; and (d) be mailed to the Settlement Administrator, postmarked **no later than December 7, 2020**, at the following mailing address:

Minor v. HSNI, LLC
P.O. Box 26170,
Santa Ana, CA 92799

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely request for exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a request for exclusion from the Settlement, by submitting a written objection to the Settlement Administrator or appearing at the Final Approval Hearing.

An objection must: (a) contain the case name and number of the Action (*Kristy Minor v. HSNI, LLC*, Case No. CIVDS1910946); (b) contain your full name, address, telephone number, and last four digits of your Social Security number; (c) clearly state the legal and factual basis for the objection; (d) state whether you intend to appear at the Final Approval Hearing; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than December 7, 2020**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on **December 21, 2020 at 10:00 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Service Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking "Accept (Civil)," clicking "Civil, Fam law, Sm Cl, Probate," clicking "Case Number Search," selecting "CIV" as the Case Type and typing in the Court Case Number "DS1910946."

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 369-3780, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE

Kristy Minor v. HSNI, LLC

Corte Superior de California para el Condado de San Bernardino, Caso No. CIVDS1910946

POR FAVOR, LEA ATENTAMENTE ESTA NOTIFICACIÓN.

Recibió esta Notificación porque los registros del Demandado indican que usted podría ser elegible para participar en un acuerdo de acción de clase al que se llegó en el caso arriba mencionado.

No necesita tomar ninguna acción para recibir un pago del acuerdo.

Esta Notificación está diseñada para informarle sobre sus opciones y derechos con respecto al acuerdo, y cómo puede solicitar su exclusión del acuerdo, oponerse al acuerdo y/o impugnar la cantidad de Semanas de Trabajo que se le acreditó, si así lo desea.

«I M q u l | BarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«BarcodeString»

SE LE NOTIFICA QUE: Se llegó a un acuerdo de acción de clase y acción representativa entre la Demandante Kristy Minor (“Demandante”) y el Demandado HSNI, LLC (“Demandado”) (la Demandante y el Demandado se denominan en conjunto como las “Partes”) en el caso titulado *Kristy Minor v. HSNI, LLC*, Corte Superior para el Condado de San Bernardino, Caso No. CIVDS1910946 (“Acción”), que podría afectar sus derechos legales. El 11 de septiembre del 2020, la Corte concedió la homologación preliminar del acuerdo y programó una audiencia para el 21 de diciembre del 2020 a las 10:00 a.m. (“Audiencia de Homologación Definitiva”) para determinar si la Corte debería conceder la homologación definitiva del acuerdo.

II. DEFINICIONES IMPORTANTES

“Clase” significa todos los empleados actuales y exempleados no exentos o por hora que trabajaron para el Demandado en California en cualquier momento durante el Período de la Clase.

“Miembro de la Clase” se refiere a una persona que es parte de la Clase.

“Período de la Clase” es el período comprendido entre el 10 de abril del 2015 y el 10 de abril del 2020.

ANTECEDENTES DE LA ACCIÓN

El 10 de abril del 2019, Kristy Minor inició la Acción presentando la Demanda de Acción de Clase por Daños en la Corte Superior para el Condado de San Bernardino. El 23 de junio de 2020, la Demandante presentó la Segunda Demanda de Acción de Clase Modificada por Daños y Aplicación conforme a la Ley de Procuraduría General Privada, el Código Laboral de California, art. 2698, Et Seq. (“Demanda Vigente”), añadiendo una causa de acción en virtud de la Ley de Procuraduría General Privada, Código Laboral de California, art. 2698, *et seq.* (“PAGA”). La Demandante alega que el Demandados no pagó debidamente los salarios mínimos y horas extra, no brindó períodos de comida y de descanso conformes con las normativas ni las primas asociadas, no pagó oportunamente los salarios durante el empleo y ante la finalización del empleo ni las sanciones por mora intencional en el pago de los montos debidos después de la desvinculación, no brindó talones de cheque precisos, no mantuvo los registros de nómina de pago correspondientes y no reembolsó los gastos comerciales, y por lo tanto realizó prácticas comerciales injustas y una conducta que da lugar a sanciones en virtud de PAGA. La Demandante busca, entre otras cosas, recuperar los salarios impagos, las primas por períodos de comida y descanso, restitución, sanciones, intereses, honorarios y costos de los abogados.

El Demandado niega todas las alegaciones en la Acción o haber violado alguna ley.

Las Partes participaron en una sesión de mediación de día completo con un respetado mediador de acción de clase, y como resultado, las Partes llegaron a un acuerdo. Desde entonces, las Partes han celebrado el Acuerdo de Acción de Clase y de PAGA (el “Acuerdo”).

El 11 de septiembre del 2020, la Corte dictó una orden que determina la homologación preliminar del Acuerdo. La Corte ha designado a Simpluris, Inc. como administrador del Acuerdo (el “Administrador del Acuerdo”), a la Demandante Kristy Minor como representante de la Clase (la “Representante de la Clase”), y a los siguientes abogados de la Demandante como abogados de la Clase (los “Abogados de la Clase”):

Página 1 de 5

¿Preguntas? Llame al: (888) 369-3780

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE

«Barcode»
«BarcodeString»

SIMID «SIMID»

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203,
Glendale, California 91203
Teléfono: (818) 265-1020 / Fax: (818) 265-1021

Si usted es un Miembro de la Clase, no hace falta que realice ninguna acción para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar su exclusión del Acuerdo (en cuyo caso no recibirá un Pago Individual del Acuerdo), oponerse al Acuerdo y/o impugnar las Semanas de Trabajo que le fueron acreditadas, si así lo desea, como se explica en mayor detalle en la Sección III más adelante.

El Acuerdo representa un compromiso y resolución de los reclamos sumamente controvertidos. Ninguna disposición del Acuerdo tiene como objetivo ser ni será interpretada como la aceptación por parte del Demandado de que los reclamos formulados en la Acción son verosímiles o de que el Demandado tiene responsabilidad alguna frente al Demandante o los Miembros de la Clase. La Demandante y el Demandado, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos y las incertidumbres que representa para cada parte la continuación del litigio, el Acuerdo es justo, razonable y adecuado, y es en los mejores intereses de los Miembros de la Clase. La Corte no se ha pronunciado sobre las cuestiones de fondo de los reclamos de los Miembros de la Clase y solo ha determinado que la certificación de la Clase para fines del acuerdo es apropiada conforme a la legislación de California.

RESUMEN DEL ACUERDO PROPUESTO

Fórmula del Acuerdo

El importe bruto total del acuerdo es de un millón cien mil dólares (\$1,100,000) (el “Valor Bruto del Fondo”). La parte del Valor Bruto del Fondo que está disponible para el pago a los Miembros de la Clase se denomina “Fondo Neto del Acuerdo.” El Fondo Neto del Acuerdo será el Valor Bruto del Fondo, menos los siguientes pagos, que están sujetos a su aprobación por parte de la Corte: (1) honorarios y costos de abogados, que constan de honorarios de abogados por un monto que no excederá un tercio (1/3) del Valor Bruto del Fondo (es decir, \$366,666.67) y el reembolso de gastos y costos de litigación por un monto que no excederá los treinta mil dólares (\$30,000) a los Abogados de la Clase; (2) aumento en el pago por un monto que no excederá los diez mil dólares (\$10,000) a la Demandante por sus servicios en la Acción; (3) pago a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral (“LWDA”) por el monto de quince mil dólares (\$15,000) por su parte de 75% del Pago en virtud de PAGA (“Pago a la LWDA”); (4) costos de administración del Acuerdo por un monto que no excederá los nueve mil dólares (\$9,000) al Administrador del Acuerdo; y (5) la parte correspondiente al empleador de los impuestos sobre la nómina de pago sobre la parte salarial de los Pagos Individuales del Acuerdo (“Impuestos del Empleador”), que se estiman en \$41,423.50. Nota: un total de veinte mil dólares (\$20,000) del Valor Bruto del Fondo se ha asignado para las sanciones en virtud de la Ley de Procuraduría General Privada (“Pago en virtud de PAGA”), de los cuales la LWDA recibirá un 75%, y el 25% restante (es decir, cinco mil dólares (\$5,000)) será parte del Fondo Neto del Acuerdo para su distribución a los Miembros de la Clase del Acuerdo.

Los Miembros de la Clase son elegibles para recibir el pago en virtud del Acuerdo de su parte del Fondo Neto del Acuerdo (“Pago Individual del Acuerdo”) según la cantidad de semanas de trabajo durante el Período de la Clase en el que el Miembros de la Clase trabajó al menos un (1) día (“Semanas de Trabajo”).

El Administrador del Acuerdo dividió el Fondo Neto del Acuerdo por la cantidad total de Semanas de Trabajo de todos los Miembros de la Clase para llegar a un valor por Semana de Trabajo y multiplicó las Semanas de Trabajo individuales de cada Miembros de la Clase por el valor por Semana de Trabajo a fin de obtener su Pago Individual del Acuerdo bruto estimado que podría ser elegible para recibir en virtud del Acuerdo (que se indica en la Sección III.C más abajo). Los Miembros de la Clase que no presenten una solicitud de exclusión del Acuerdo válida y oportuna (“Miembros de la Clase del Acuerdo”) recibirán su Pago Individual del Acuerdo final.

Cada Pago Individual del Acuerdo se asignará del siguiente modo: un tercio (1/3) en concepto de salarios, que se informarán en un Formulario W2 del IRS, y dos tercios (2/3) en concepto de sanciones, intereses y otras restituciones que no se consideran salario, que se informarán en un Formulario 1099 del IRS (si corresponde). Cada Pago Individual del Acuerdo estará sujeto a una reducción por la parte de impuestos y retenciones correspondientes al empleado con respecto a la parte salarial de los Pagos Individuales del Acuerdo.

Si la Corte concede la homologación definitiva del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a

los Miembros de la Clase del Acuerdo a la dirección que se encuentra en los registros del Administrador del Acuerdo. **Si la dirección a la que se envió esta Notificación no es correcta, o si se muda después de recibir esta Notificación, debe proporcionar su dirección de correspondencia correcta al Administrador del Acuerdo lo antes posible, para garantizar que usted reciba el pago al que pueda tener derecho en virtud del Acuerdo.**

Sus Semanas de Trabajo según los registros del Demandado

De acuerdo con los registros del Demandado:

Entre el 10 de abril del 2015 y el 10 de abril del 2020, usted trabajó para el Demandado como empleado no exento o por hora en California durante «MERGED_WW» Semanas de Trabajo.

Si desea impugnar la cantidad de Semanas de Trabajo que se le acreditó, debe presentar su impugnación mediante una carta escrita enviada al Administrador del Acuerdo. La carta escrita debe: (a) contener el nombre de caso y el número de la Acción (*Kristy Minor v. HSNi, LLC*, Caso No. CIVDS1910946); (b) estar firmada por usted; (c) contener su nombre completo, dirección, número de teléfono y los últimos cuatro dígitos de su Número de Seguro Social; (d) indicar claramente que usted impugna la cantidad de Semanas de Trabajo que se le acreditó y la cantidad correcta que usted sostiene que se le debe acreditar; (e) incluir información y/o adjuntar documentación que demuestre que la cantidad de Semanas de Trabajo que usted sostiene que se le debe acreditar es correcta; y (f) ser enviada por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B más abajo, con sello postal **no posterior al 7 de diciembre del 2020.**

Su Pago Individual estimado del Acuerdo

Como se explicó anteriormente, su Pago Individual del Acuerdo estimado se basa en la cantidad de Semanas de Trabajo que le fue acreditada.

De acuerdo con los términos del Acuerdo, se estima que su Pago Individual del Acuerdo es de \$«MERGED_EstSettAmnt_CALC». El Pago Individual del Acuerdo está sujeto a una reducción por los impuestos y retenciones correspondientes al empleado con respecto a la parte salarial del Pago Individual del Acuerdo, y solamente se distribuirá si la Corte homologa el Acuerdo y después de que el Acuerdo entre en vigencia.

El proceso de homologación del acuerdo puede demorar varios meses. Su Pago Individual del Acuerdo que se indica en la presente Notificación es solo una estimación. Su Pago Individual del Acuerdo real puede ser superior o inferior a ese importe.

Exoneración de reclamos

A partir de la Fecha de Entrada en Vigencia (la fecha en la que se hayan producido las siguientes dos condiciones: (i) la Corte Superior de California para el Condado de San Bernardino u otra corte con jurisdicción sobre este asunto ha otorgado la homologación definitiva del Acuerdo; y (ii) la Sentencia de la Corte que homologa el Acuerdo se ha vuelto definitiva), se considerará que la Demandante y todos los Miembros de la Clase que no presenten una solicitud de exclusión válida y oportuna (es decir, los Miembros de la Clase del Acuerdo) han exonerado, completa y definitivamente y para siempre, a las Partes Exoneradas de todos los Reclamos Exonerados.

“Reclamos Exonerados” significa todos los reclamos, deudas, responsabilidades, demandas, obligaciones, daños predeterminados, sanciones, intereses, salarios, compensaciones, pagos de primas, garantías, costos, gastos, honorarios de abogados, daños, acciones o causas de acción de cualquier naturaleza, según cualquier teoría del derecho conforme a la ley federal o estatal, que se basen en reclamos establecidos en la Demanda Vigente durante el Período de la Clase, así como también todos los reclamos y alegaciones que se formularon o podrían haberse formulado en esta Acción, lo que incluye reclamos formulados en virtud de las Órdenes Salariales de la IWC aplicables y el Código Laboral de California, lo que incluye los artículos 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800 y 2802, además de reclamos en virtud de la Ley de Competencia Desleal de California, el artículo 17200 *et seq.* del Código de Negocios y Profesiones, y la Ley de Procuraduría General Privada, artículo 2698 *et seq.* del Código Laboral de California.

“Partes Exoneradas” significa el Demandado y todas sus compañías controlantes, subsidiarias, filiales, empresas conjuntas, socios, funcionarios, directores, empleados, agentes, trabajadores, representantes registrados, abogados, aseguradores, sucesores y cesionarios, accionistas, planes de distribución de ganancias, ahorros, salud y otros planes de beneficios de empleados de cualquier naturaleza, del pasado o del presente, los sucesores de dichos planes y los respectivos fideicomisarios y administradores, agentes, empleados, fiduciarios actuales o pasados de esos planes, y los predecesores y sucesores, cesionarios y representantes legales de dichas entidades y personas, y cualquier otra persona que actúe en su nombre, por su intermedio, bajo sus órdenes o junto con ellos.

Honorarios y costos de los Abogados de la Clase

Los Abogados de la Clase solicitarán honorarios de abogados por una suma de hasta un tercio (1/3) del Valor Bruto del Fondo (es decir, un monto de hasta \$ 366,666.67) y el reembolso de costos y gastos de litigio por una suma de hasta treinta mil dólares (\$30,000) (en conjunto, “Honorarios y Costos de Abogados”), con sujeción a la aprobación de la Corte. Todos los Honorarios y Costos de Abogados otorgados por la Corte se pagarán del Valor Bruto del Fondo. Los Abogados de la Clase han estado llevando adelante esta Acción en nombre de la Demandante y de los Miembros de la Clase sobre una base de honorarios de contingencia (es decir, sin recibir dinero alguno a la fecha) y han estado pagando todos los costos y los gastos de litigio.

Aumento en el pago a la Demandante

La Demandante solicitará el importe de diez mil dólares (\$10,000) (“Aumento en el Pago”), en reconocimiento por sus servicios con respecto a la Acción. El Aumento en el Pago se pagará con dinero del Valor Bruto del Fondo, sujeto a aprobación de la Corte, y si se adjudica, se le pagará a la Demandante además del Pago Individual del Acuerdo al que tiene derecho en virtud del Acuerdo.

Costos de administración del acuerdo al Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no superará los nueve mil dólares (\$9,000) (“Costos de Administración del Acuerdo”) por los costos del proceso de notificación y administración del acuerdo, lo que incluye, entre otras cosas, los gastos de notificar a los Miembros de la Clase del Acuerdo, tramitar las solicitudes de exclusión del Acuerdo, las oposiciones al Acuerdo y las impugnaciones con respecto a las Semanas de Trabajo, calcular los Pagos Individuales del Acuerdo y distribuir los pagos y los formularios fiscales conforme al Acuerdo, y se pagará con dinero del Valor Bruto del Fondo, sujeto a su aprobación por parte de la Corte.

¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

Participar en el Acuerdo

Si desea participar en el Acuerdo y recibir dinero del Acuerdo, no tiene que hacer nada. Usted será incluido automáticamente en el Acuerdo y recibirá su Pago Individual del Acuerdo a menos que decida excluirse del Acuerdo.

A menos que elija excluirse del Acuerdo, quedará sujeto a los términos del Acuerdo y a la sentencia que pueda dictar la Corte, y se considerará que usted ha renunciado a los reclamos descritos en la Sección III.D más arriba. Como Miembro de la Clase, no será responsable individualmente del pago de los honorarios de abogados o de los costos y gastos de litigación, a menos que contrate a su propio abogado, en cuyo caso usted será responsable de los honorarios y los gastos de su propio abogado.

Solicitud de Exclusión del Acuerdo

Si no desea participar en el Acuerdo, debe solicitar su exclusión del Acuerdo enviándole una solicitud de exclusión por escrito al Administrador del Acuerdo.

Una Solicitud de Exclusión debe: (a) contener el nombre del caso y el número de la Acción (*Kristy Minor v. HSNI, LLC*, Caso No. CIVDS1910946); (b) incluir su nombre completo, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social; (c) contener una declaración que indique que no desea ser incluido en el Acuerdo; y (d) enviarse por correo al Administrador del Acuerdo, con sello postal **no posterior al 7 de diciembre del 2020**, a la siguiente dirección postal:

Minor v. HSNI, LLC
P.O. Box 26170,
Santa Ana, CA 92799

Si la Corte concede la homologación definitiva del Acuerdo, todo Miembro de la Clase que haya presentado una solicitud de exclusión válida y oportuna no tendrá derecho a recibir ningún pago del Acuerdo, no quedará obligado por el Acuerdo (ni la exoneración de los reclamos establecidos en la Sección III.D anterior) y no tendrá ningún derecho a oponerse, apelar ni comentar sobre el Acuerdo. Se considerará que todo Miembro de la Clase que no presente una solicitud de exclusión válida y oportuna es un Miembro de la Clase del Acuerdo, y quedará obligado por todos los términos del Acuerdo, lo que incluye aquellos relacionados con la exoneración de los reclamos establecidos en la Sección III.D anterior, como así también toda sentencia que pueda dictar la Corte con base en ellos.

Oponerse al Acuerdo

Siempre y cuando no haya presentado una solicitud de exclusión del Acuerdo, puede oponerse a los términos del Acuerdo

mediante la entrega de una oposición por escrito al Administrador del Acuerdo o la presentación en la Audiencia de Homologación Definitiva.

Una oposición debe: (a) contener el nombre del caso y el número de la Acción (*Kristy Minor v. HSNI, LLC*, Caso No. CIVDS1910946); (b) incluir su nombre completo, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social; (c) indicar claramente los fundamentos de derecho y de hecho para la oposición; (d) indicar si tiene la intención de presentarse en la Audiencia de Homologación Definitiva; y (e) ser enviada por correo al Administrador del Acuerdo a la dirección indicada en la Sección IV.B, con sello postal **no posterior al 7 de diciembre del 2020**.

AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA

La Corte realizará una Audiencia de Homologación Definitiva en el Departamento S26 de la Corte Superior del Condado de San Bernardino, ubicado en San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, el **21 de diciembre del 2020** a las **10:00 a.m.**, para determinar si el Acuerdo debería homologarse en forma definitiva como justo, razonable y adecuado. También se le pedirá a la Corte que apruebe y adjudique Honorarios y Costos de Abogados para los Abogados de la Clase, el Aumento en el Pago a la Demandante y el pago de los Costos de la Administración del Acuerdo al Administrador del Acuerdo.

La audiencia podrá posponerse sin ninguna notificación adicional a los Miembros de la Clase. No es necesario que comparezca a la Audiencia de Homologación Definitiva, aunque puede hacerlo si así lo desea.

INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y las condiciones específicos del Acuerdo, puede consultar el Acuerdo detallado y demás documentos que se encuentran en los archivos de la Corte.

Puede consultar el Acuerdo y otros registros de la corte en la Acción por una tarifa en la secretaría civil, ubicada en 247 West Third Street, San Bernardino, California 92415, durante el horario hábil, o en el sitio web: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, haciendo clic en “Accept (Civil)” [Aceptar (Civil)], “Civil, Fam law, Sm Cl, Probate”, “Case Number Search” [Búsqueda de número de caso], seleccionando “CIV” como Tipo de Caso e ingresando el Número de Caso de la Corte “DS1910946.”

NO LLAME POR TELÉFONO A LA CORTE NI A LA SECRETARÍA PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE PREGUNTAS, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 369-3780, O TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DE LA CLASE.

EXHIBIT B



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

Estimate #:	11875	Prepared By:	Michael Sutherland
Estimate Date:	5/21/2020	Direct Dial #	321-223-5067
Estimate Expiration Date:	8/19/2020	Email:	msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: **Stephanie Ponek**
Firm: Lawyers for Justice
Email: stephanie@lfjpc.com

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: KM-HSNI-0946: All-In PAGA Settlement
(LWDA)

Anticipated Total Cost	\$7,993
Professional Courtesy Applied	\$693
Capped Fee*	\$7,300

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:	223	Undeliverable Rate:	15%
Response Rate:	1%	Call Rate:	10%
Mailing Document Language:	English/Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	Yes	Redistribution:	No
Unclaimed Funds:	Escheat Mgt	State(s):	CA

Case Setup

Website: Post Order & Settlement Agreement

Spanish Translation: Notice & Postcard

Data Compilation: Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	3	\$375.00
Static Website - Development & Maintenance	\$250.00	1	\$250.00
Spanish Translation	\$0.25	4,500	\$1,125.00
Database Manager - Initial Data Analysis	\$140.00	3	\$420.00
Total			\$2,170.00

Notification

Notice Packet: Notice - 10 pg - Double Sided - English/Spanish

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	223	\$223.00
Postage	\$0.55	223	\$122.65
NCOA/CASS/LACS	\$50.00	1	\$50.00
Undeliverable Processing	\$0.25	33	\$8.36
Skip Trace RUM	\$2.00	33	\$66.90
Remail Notice	\$1.25	28	\$35.54
Remail Postage	\$0.55	33	\$18.40
Check Cashing Deadline Reminder Postcard	\$0.70	167	\$117.08
Mailing Supervisor	\$50.00	2	\$100.00
Total			\$741.93

Call Center

Establish Case Specific Toll Free Number

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			\$225.00



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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	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	1	\$2.50
Opt Out Processing	\$2.00	2	\$4.46
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			\$381.96

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	\$3.00	223	\$669.00
Postage	\$0.55	223	\$122.65
Process Returned Checks	\$0.50	2	\$1.12
Skip Trace Search Undeliverable Checks	\$5.00	2	\$11.15
Remail Checks (Includes Postage)	\$4.00	2	\$8.92
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	\$750.00	1	\$750.00
Reissuing Checks/1099's	\$5.00	3	\$16.73
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Unclaimed Funds: Escheat Management	\$250.00	1	\$250.00
Disbursement Manager	\$125.00	3	\$375.00
Total			\$4,174.56



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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 Cost:

\$7,993.45

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