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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

REX TULLIO, 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.

DACM INC. dba DEL AMO MOTORSPORTS,
a California corporation; TOO FAST, INC., a
California corporation; CALIFORNIA
MOTORCYCLE ASSESSORIES, INC., a
California corporation; DASB, INC., a California
corporation; DAMLA, INC., a California
corporation; and DOES 5 through 100, inclusive,

Defendants.

Case No.: 30-2020-01147256-CU-OE-CXC

Honorable William D. Cluster
Department CX104

CLASS ACTION

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

Date: October 28, 2022
Time: 9:00 a.m.
Department: CX104

Complaint Filed: July 8, 2020
FAC Filed: October 6, 2021
Trial Date: None Set

DECLARATION OF LINDSAY KLINE

I, LINDSAY KLINE, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the settlement 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 appointed by the Court to provide notice of the First Amended Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement,” “Agreement,” or “Settlement”) and settlement administration services in *Rex Tullio v. DACM INC dba Del Amo Motorsports, et. al.* (“Action”). In this capacity, Simpluris was charged with (a) establishing and maintaining a calendar of administrative deadlines and responsibilities; (b) translating, printing, and mailing the Notice of Class Action Settlement (“Class Notice”), Workweeks Dispute Form (“Dispute Form”), and Request for Exclusion Form (“Exclusion Form”) (collectively, “Notice Packet”) in English and Spanish to Class Members; (c) receiving and validating Exclusion Forms and timely letters indicating a request to be excluded from the Class Settlement (both of which are referred to as “Requests for Exclusion”), written objections to the Class Settlement (“Notices of Objection”), and/or Dispute Forms or written letters disputing Workweeks submitted by Class Members; (d) deducting and transmitting the applicable state and/or federal taxes in connection with the wages portion of Individual Settlement Shares; (e) calculating, processing, and mailing payments to Plaintiff, Class Counsel, LWDA, Class Members, and Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”); (f) providing counsel with weekly reports; and (g) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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5. On April 5, 2022, Simpluris received the Court-approved Notice Packet. The Notice Packet advised Class Members of their right to request exclusion from the Class Settlement, object to the Class Settlement, dispute Workweeks, do nothing, and the implications of each such action. The Notice Packet 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 and List were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Notice Packet. Simpluris was able to locate one hundred and twenty-four (124) updated addresses using NCOA prior to the mailing of the Notice Packet.

1 8. On May 19, 2022, Notice Packets were mailed via First-Class U.S. Mail to the eight
2 hundred and seventy-seven (877) Class Members with addresses contained in the Class Data and List
3 updated via the NCOA search. A true and correct copy of an exemplar Notice Packet in English is
4 attached hereto as **Exhibit A**. A true and correct copy of an exemplar Notice Packet in Spanish is
5 attached hereto as **Exhibit B**.

6 9. A total of fifty-eight (58) Notice Packets were returned to Simpluris. Of these, zero (0)
7 were returned with a forwarding address. If a Class Member's Notice Packet was returned by the USPS
8 as undeliverable and without a forwarding address, Simpluris performed an advanced address search
9 (i.e., skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-
10 Nexis. Simpluris used the Class Member's name and previous address to locate a current address.
11 Through the advanced address searches, Simpluris was able to locate forty-eight (48) updated addresses
12 and Simpluris promptly mailed a Notice Packet to those updated addresses. Simpluris re-mailed Notice
13 Packets to four (4) Class Members who called in to request an address update or confirm their address
14 was correct. As of this date, there are five (5) Notice Packets that remain undeliverable.

15 **REQUESTS FOR EXCLUSION, NOTICES OF OBJECTION, AND DISPUTES**

16 10. The deadline for Class Members to submit a Request for Exclusion, Notice of Objection,
17 or dispute of Workweeks was July 18, 2022 ("Response Deadline").

18 11. As of this date, Simpluris has not received any Requests for Exclusion from a Class
19 Member.

20 12. As of this date, Simpluris has not received any Notices of Objection from Class
21 Members.

22 13. As of this date, Simpluris has received one (1) dispute regarding Workweeks from a
23 Class Member.

24 14. On July 7, 2022, Simpluris received a dispute from a Class Member regarding
25 Workweeks, separate from the above-mentioned dispute. Simpluris promptly sent the response to
26 Defendants' counsel. Upon review by Defendants' counsel, it was determined that the Class Member
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1 was inadvertently included in the Class Data and List. On August 2, 2022, Simpluris sent a letter to this
2 individual informing them they were not included as a Class Member.

3 15. As of this date, there are eight hundred and seventy-six (876) Class Members who have
4 not submitted a valid and timely Request for Exclusion, and are therefore deemed Settlement Class
5 Members, representing 100% of the Class.

6 **CLASS MEMBER AWARDS**

7 16. The total number of Workweeks during the period of July 8, 2016 through March 24,
8 2021 is 41,122.42. As such, the Escalator Clause in Paragraph 39.a of the Settlement Agreement was
9 not triggered.

10 17. The Net Settlement Fund of \$1,603,833.33 available to pay Settlement Class Members
11 was determined by subtracting the Attorneys' Fees and Costs, consisting of attorneys' fees
12 (\$1,066,666.67) and reimbursement of litigation costs and expenses (\$30,000.00), Enhancement
13 Payment (\$7,500.00), PAGA Allocation (\$480,000.00), and Settlement Administration Costs
14 (\$12,000.00) from the Total Settlement Amount (\$3,200,000.00).

15 18. The ***average estimated Individual Settlement Share*** is \$1,830.86, the ***highest estimated***
16 ***Individual Settlement Share*** is \$9,280.60, and the ***lowest estimated Individual Settlement Share*** is
17 \$4.58. These amounts are subject to reduction for the employee's share of taxes and withholdings with
18 respect to the wages portion of each Individual Settlement Share.

19 19. Based on the Employee PAGA Amount of \$120,000.00 (i.e., the 25% portion of the
20 PAGA Allocation to be distributed to Class Members), the ***average estimated Individual PAGA***
21 ***Payment*** is \$136.99, the ***highest estimated Individual PAGA Payment*** is \$694.38, and the ***lowest***
22 ***estimated Individual PAGA Payment*** is \$0.34.

23 20. Plaintiff's Individual Settlement Share is estimated to be \$3,773.90 and Individual
24 PAGA Payment is estimated to be \$282.37.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 28th day of September 2022, in Costa Mesa, CA.

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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Rex Tullio v. DACM, Inc. dba Del Amo Motorsports, et al.
Orange County Superior Court, Case No. 30-2020-01147256-CU-OE-CXC

«IMbJullBarcodeEncoded»

Name/Address Changes:

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«BarcodeString»

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' 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 Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Rex Tullio ("Plaintiff") and DACM, Inc. dba Del Amo Motorsports, Too Fast, Inc., California Motorcycle Assessories, Inc., DASB, Inc., and DAMLA, Inc. (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Rex Tullio v. DACM, Inc. dba Del Amo Motorsports, et al.*, Orange County Superior Court, Case No. 30-2020-01147256-CU-OE-CXC ("Action"), which may affect your legal rights. On April 1, 2022, the Court granted preliminary approval of the settlement and scheduled a hearing on October 28, 2022 at 9:00 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 hourly-paid or non-exempt employees employed by DACM, Inc. dba Del Amo Motorsports at any time from July 8, 2016 through December 15, 2021, including employment with the following entities:

- DAMS – Orange County, currently located at 2401 Pullman Street, Santa Ana, California 92705, operated by DACM, Inc. dba Del Amo Motorsports;
- DAMS – Redondo Beach, currently located at 2500 Marine Avenue, Redondo Beach, California 90278, operated by Too Fast, Inc.;
- DAMS – Long Beach, currently located at 3291 Cherry Avenue, Long Beach, California 90807, operated by California Motorcycle Assessories, Inc.;
- DAMS – Chula Vista, currently located at 1890 Auto Park Place, Chula Vista, California 91911, operated by DASB, Inc.; and
- DAMS – Los Angeles, currently located at 15725 Lakewood Boulevard, Paramount, California 90723, operated by DAMLA, Inc.

"Class Member" means a member of the Class.

"Class Period" means the time period from July 8, 2016 through December 15, 2021.

"Class Settlement" means the settlement and resolution of the Released Class Claims (described in Section III.D below).

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

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Notice of Class Action Settlement
Questions? Call: (888) 428-6571

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II. BACKGROUND OF THE LAWSUIT

On July 8, 2020, Plaintiff commenced the Action. On October 6, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"). By way of the Action, Plaintiff alleges putative wage-and-hour causes of action on behalf current and former hourly-paid or non-exempt employees who worked for Defendants in California at any of the California Store Locations (i.e., those store locations listed above in Section I in the definition of the Class are referred to as "California Store Locations").

Plaintiff alleges that Defendants violated the California Labor Code by failing 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 in violation of California Business & Professions Code section 17200, et seq. and conduct that gives rise to civil penalties under California Labor Code section 2698, et seq. ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they 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 First Amended Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On April 1, 2022, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Rex Tullio as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwarzian
Arby Aiwarzian
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 and Individual PAGA Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV 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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff or to Class Members. Plaintiff and Defendants, 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.

You will not be penalized or retaliated against by Defendants for participating in the settlement. If you are currently employed by any of the Defendants, your employment will not be affected in any way.

III. SUMMARY OF THE PROPOSED SETTLEMENT

Settlement Formula

The total gross settlement amount is Three Million Two Hundred Thousand (\$3,200,000) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount 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 33.33% of the

Total Settlement Amount (i.e., \$1,066,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for his services in the Action; (3) in the amount of Four Hundred Eighty Thousand Dollars (\$480,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Allocation”); and (4) Settlement Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator.

The PAGA Allocation will be distributed 75% (i.e., Three Hundred Sixty Thousand Dollars (\$360,000)) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., One Hundred Twenty Thousand Dollars (\$120,000)) will be distributed to Class Members on a *pro rata* basis based on their Workweeks during the Class Period (“Employee PAGA Amount”).

The Total Settlement Amount may increase if it is determined that the Workweeks for the period July 8, 2016 through March 24, 2021 exceed 45,442.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was credited to have been employed as an hourly-paid or non-exempt employee by DACM, Inc. dba Del Amo Motorsports during the Class Period at California Store Locations (“Workweeks”). Any Monday to Sunday period in the Class Period in which the Class Member performed any work is a Workweek. For additional information regarding how Workweeks were calculated, please see the Settlement Agreement.

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) wages which will be reported on an IRS Form W2 and ninety percent (90%) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”).

All Class Members, regardless of whether they submit a Request for Exclusion, are also eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”).

The Settlement Administrator has divided the Employee PAGA Amount by the Workweeks of all Class Members to yield the “PAGA Workweek Value,” and multiplied each Class Member’s individual Workweeks by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to 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.**

Your Workweeks Based on Defendants’ Records

According to Defendants’ records: You have been credited with «MERGED_WW_CALC» Workweeks during the entire Class Period. You have been credited with «MERGED_WW1_CALC» Workweeks during the period July 8, 2016 to March 24, 2021 and «MERGED_WW2_CALC» Workweeks during the period March 25, 2021 to December 15, 2021.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter, as described below, or by completing and submitting the enclosed Workweeks Dispute Form, to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) state that you dispute the number of Workweeks credited to you and what you contend is the correct number that should 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 July 18, 2022**.

Your Estimated Individual Settlement Share and Individual PAGA Payment

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«MERGED_EstSettAmnt_CALC». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«MERGED_PAGA_Amnt_CALC».

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, 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 Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Total Settlement Amount, the State of California with respect to all Class Members, and all Class Members, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims arising from any of the facts alleged in the Operative Complaint, arising during the period July 8, 2016 to December 15, 2021, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to properly pay overtime wages (including, and not limited to, failure to pay overtime wages and/or failure to correctly calculate the regular rate of pay used to calculate the overtime rate), failure to properly pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq., and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, Industrial Welfare Commission Wage Orders, or any other state statute, rule and/or regulation, or similar causes of action arising from or relating to the conduct alleged.

"Released PAGA Claims" means any and all claims under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the LWDA Notice, arising during the period from July 8, 2016 to December 15, 2021, for failure to properly pay overtime wages (including, and not limited to, failure to pay overtime wages and/or failure to correctly calculate the regular rate of pay used to calculate the overtime rate), failure to properly pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse necessary business expenses, in violation of the California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and

2802 and Industrial Welfare Commission Wage Orders.

“Released Parties” means Defendants, their present and former parent companies, affiliates, subsidiaries, divisions, successors and assigns, and their respective shareholders, predecessors, insurers, current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their trustees, administrators, fiduciaries and insurers.

Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-three and one-third percent (33.33%) of the Total Settlement Amount (i.e., an amount of up to \$1,066,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed 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 Total Settlement Amount. 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 have been paying all litigation costs and expenses.

Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000) (“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, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

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

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 Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

You will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released PAGA 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.

Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request, as described below, or by completing and submitting the enclosed Request for Exclusion Form (both of which are referred to as a “Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by you; (c) state your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement indicating that you do not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator, postmarked **no later than July 18, 2022**, at the following mailing address:

Page 5 of 6
Notice of Class Action Settlement
Questions? Call: (888) 428-6571

Tullio v. DACM, Inc. dba Del Amo Motorsports, et al.
c/o Settlement Administrator
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 an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. 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 the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement. All Class Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection ("Notice of Objection") to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) state the case name and number of the Action; (b) state your full name, signature, address, and telephone number, and last four digits of your Social Security number; (c) state all grounds for the objection accompanied by any legal or factual support for such objection; (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than July 18, 2022**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX104 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, on October 28, 2022 at 9:00 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, Enhancement 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. Please note, due to COVID-19, there may be limitations on personal appearances and telephonic appearances are an option. You can find the Court's most current COVID-19 guidelines online at: [https:// https://www.occourts.org/](https://www.occourts.org/)

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 Court, at 751 West Santa Ana Boulevard, Santa Ana, California 92701 or 700 Civic Center Drive West, Santa Ana, California 92701, during business hours.

Please note, due to COVID-19, there may be limitations on physical access to Court facilities and records. You can find the Court's most current COVID-19 guidelines online at: <https://www.occourts.org/>

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) 428-6571, OR YOU MAY ALSO CONTACT CLASS COUNSEL

WORKWEEKS DISPUTE FORM

Rex Tullio v. DACM Inc. dba Del Amo Motorsports, et al.,
Superior Court of California, County of Orange, Case No. 30-2020-01147256-CU-OE-CXC

If you wish to dispute the number of Workweeks credited to you in the Notice of Class Action Settlement ("Class Notice"), you may fill out this Workweeks Dispute Form and mail it to the Settlement Administrator, or submit a letter as described in the Class Notice, postmarked on or before July 18, 2022 at the following mailing address:

Tullio v. DACM, Inc. dba Del Amo Motorsports, et al.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

If you believe the number of Workweeks credited to you in Class Notice is incorrect, you must fill out the section below and attach any documentation that you have to support your dispute.

Number of Workweeks you believe should be credited to you for the period July 8, 2016 to March 24, 2021:	_____
Number of Workweeks you believe should be credited to you for the period March 25, 2021 to December 15, 2021:	_____

Information Regarding Your Dispute:

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

REQUEST FOR EXCLUSION FORM

Rex Tullio v. DACM Inc. dba Del Amo Motorsports, et al.,
Superior Court of California, County of Orange, Case No. 30-2020-01147256-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before July 18, 2022 at the following mailing address:

Tullio v. DACM, Inc. dba Del Amo Motorsports, et al.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

I request to be excluded from the class action settlement in the matter of *Rex Tullio v. DACM Inc. dba Del Amo Motorsports, et al.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and that I will not receive an Individual Settlement Payment. I understand that, nevertheless, I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action. For more information, please consult the Notice of Class Action Settlement.

EXHIBIT B

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE

Rex Tullio v. DACM, Inc., que opera comercialmente como Del Amo Motorsports, et al.
Corte Superior del Condado de Orange, Caso No. 30-2020-01147256-CU-OE-CXC

POR FAVOR, LEA ATENTAMENTE ESTA NOTIFICACIÓN.

Recibió esta Notificación porque los registros de los Demandados 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 de Clase, oponerse al Acuerdo de Clase o disputar la cantidad de Semanas de Trabajo que se le acreditó, si así lo desea.

SE LE NOTIFICA QUE: Se llegó a un acuerdo de acción de clase y de representación entre el Demandante, Rex Tullio ("Demandante") y DACM, Inc., que opera comercialmente como Del Amo Motorsports, Too Fast, Inc., California Motorcycle Assessories, Inc., DASB, Inc. y DAMLA, Inc. (en conjunto, "Demandados") (el Demandante y los Demandados se denominan colectivamente como las "Partes") en el caso titulado *Rex Tullio v. DACM, Inc., que opera comercialmente como Del Amo Motorsports, et al.*, que tramita en la Corte Superior del Condado de Orange, Caso No. 30-2020-01147256-CU-OE-CXC ("Acción"), lo que puede afectar sus derechos. El 1 de abril del 2022, la Corte otorgó la homologación definitiva del acuerdo y programó una audiencia para el 28 de octubre del 2022 a las 9:00 a.m. ("Audiencia de Homologación Definitiva") para determinar si la Corte debería conceder la homologación definitiva del acuerdo.

I. DEFINICIONES IMPORTANTES

"Clase" significa todos los empleados no exentos o pagos por hora, pasados o actuales, de DACM, Inc., que opera comercialmente como Del Amo Motorsports, en cualquier momento desde el 8 de julio del 2016 hasta el 15 de diciembre del 2021, incluido el empleo con las siguientes entidades:

- DAMS: Condado de Orange, actualmente ubicada en 2401 Pullman Street, Santa Ana, California 92705, operada por DACM, Inc., que opera comercialmente como Del Amo Motorsports;
- DAMS: Redondo Beach, actualmente ubicada en 2500 Marine Avenue, Redondo Beach, California 90278, operada por Too Fast, Inc.;
- DAMS: Long Beach, actualmente ubicada en 3291 Cherry Avenue, Long Beach, California 90807, operada por California Motorcycle Assessories, Inc.;
- DAMS: Chula Vista, actualmente ubicada en 1890 Auto Park Place, Chula Vista, California 91911, operada por DASB, Inc.;
- y
- DAMS: Los Ángeles, actualmente ubicada en 15725 Lakewood Boulevard, Paramount, California 90723, operada por DAMLA, Inc.

"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 8 de julio del 2016 y el 15 de diciembre del 2021.

"Acuerdo de Clase" se refiere al acuerdo y resolución de los Reclamos Exonerados de la Clase (descritos en la Sección III.D a continuación).

"Acuerdo en virtud de la PAGA" se refiere al acuerdo y resolución de los Reclamos Exonerados en virtud de la PAGA (descritos en la Sección III.D a continuación).

II. ANTECEDENTES DEL JUICIO

El 8 de julio del 2020, el Demandante comenzó la Acción. El 6 de octubre del 2021, el Demandante presentó una Primera 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. (la "Demanda Vigente"). A través de la acción, el Demandante afirma causas de acción en materia de salarios y horarios putativas en nombre de los empleados no exentos o pagos por hora pasados y actuales que trabajaron para los Demandados en California, en cualquiera de las Tiendas de California (es decir, dichas tiendas mencionadas anteriormente en la Sección I en la definición de Clase se mencionan como "Tiendas de California").

El Demandante alega que los Demandados violaron el Código Laboral de California porque no pagaron debidamente los salarios mínimos y horas extra, no brindaron períodos de comida y de descanso conformes con las normativas ni las primas asociadas, no pagaron 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 brindaron talones de cheque precisos, no mantuvieron los registros de nómina de pago correspondientes y no reembolsaron los gastos comerciales, y por lo tanto realizaron prácticas comerciales injustas en violación del artículo 17200 et.seq. del Código de Negocios y Profesiones de California, y una conducta que da lugar a sanciones civiles en virtud del artículo 2698 et. seq. del Código Laboral de California (“PAGA”). El Demandante busca, entre otras cosas, recuperar los salarios impagos, las primas por períodos de comida y descanso, gastos comerciales no reembolsados, restitución, sanciones, intereses, honorarios y costos de los abogados.

Los Demandados niegan 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 la Primera Estipulación Conjunta Enmendada del Acuerdo de Acción de Clase y el Acuerdo de PAGA y Exoneración (el “Acuerdo”).

El 1 de abril del 2022, 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”), al Demandante, Rex Tullio, como representante de la Clase (el “Representante de la Clase”), y a los siguientes abogados del Demandante como abogados de la Clase (los “Abogados de la Clase”):

Edwin Aiwarzian
Arby Aiwarzian
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 y un Pago Individual en virtud de la PAGA, pero tiene la oportunidad de solicitar su exclusión del Acuerdo de Clase (en cuyo caso no recibirá un Pago Individual del Acuerdo), oponerse al Acuerdo de Clase o disputar las Semanas de Trabajo que le fueron acreditadas, si así lo desea, como se explica en mayor detalle en las Secciones III y IV 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 de los Demandados de que los reclamos formulados en la Acción son verosímiles o de que los Demandados tienen responsabilidad alguna frente al Demandante o los Miembros de la Clase. El Demandante y los Demandados, 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.

Los Demandados no lo sancionarán ni tomará represalias en su contra por participar en este acuerdo. Si actualmente es empleado de algunos de los Demandados, su empleo no se verá afectado de ninguna manera.

III. RESUMEN DEL ACUERDO PROPUESTO

Fórmula del Acuerdo

El importe bruto total del acuerdo es de tres millones doscientos mil dólares (\$3,200,000) (el “Importe Total del Acuerdo”). La parte del Importe Total del Acuerdo que está disponible para el pago a los Miembros de la Clase se denomina “Importe Neto del Acuerdo”. El Importe Neto del Acuerdo será el Importe Total del Acuerdo, 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 el 33,33% del Importe Total del Acuerdo (es decir, \$1,066,666,67) y el reembolso de los costos y gastos de litigación por un monto que no excederá los treinta mil dólares (\$30,000,00) a los Abogados de la Clase; (2) el aumento en el pago por un monto que no excederá los siete mil quinientos dólares (\$7,500) al Demandante por sus servicios en la Acción; (3) en el monto de cuatrocientos ochenta mil dólares (\$480,000) asignados a sanciones civiles en virtud de la Ley de Procuraduría General Privada (“Asignación en virtud de la PAGA”); y (4) los Costos de Administración del Acuerdo por un monto que no excederá los quince mil dólares (\$15,000,00) al Administrador del Acuerdo.

De la Asignación en virtud de la PAGA se distribuirá un 75% (es decir, trescientos sesenta mil dólares (\$360,000)) a la LWDA (el "Pago a la LWDA") y el restante 25% (es decir, ciento veinte mil dólares (\$120,000)) se distribuirá a los Miembros de la Clase de forma proporcional según sus Semanas de Trabajo durante el Período de la Clase ("Importe el virtud de la PAGA del Empleado").

El Importe Total del Acuerdo puede aumentar si se determina que las Semanas de Trabajo para el período comprendido entre el 8 de julio del 2016 y el 24 de marzo del 2021 superó los 45,442.

Los Miembros de la Clase son elegibles para recibir el pago conforme al Acuerdo de Clase de su parte *proporcional* del Importe Neto del Acuerdo ("Parte Individual del Acuerdo") según la cantidad de semanas que se haya acreditado a cada Miembro de la Clase por haber sido empleado como empleado no exento o pago por hora por DACM, Inc., que opera comercialmente como Del Amo Motorsports durante el Período de la Clase en las Tiendas de California ("Semanas de Trabajo"). Cada período de lunes a domingo en el Período de la Clase en el que el Miembro de la Clase desempeñó trabajo es una Semana de Trabajo. Para obtener información adicional sobre cómo se calcularon las Semanas de Trabajo, consulte el Acuerdo.

El Administrador del Acuerdo dividió el Importe Neto del Acuerdo por la cantidad total de Semanas de Trabajo de todos los Miembros de la Clase para llegar al "Valor Estimado de la Semana de Trabajo" y multiplicó las Semanas de Trabajo individuales de cada Miembro de la Clase por el Valor Estimado de Semana de Trabajo a fin de obtener su Parte Individual del Acuerdo estimado que podría ser elegible para recibir en virtud del Acuerdo de Clase (que se indica en la Sección III.C más abajo). Los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna ("Miembros de la Clase del Acuerdo") recibirán su pago de su Pago Individual del Acuerdo final.

Cada Parte Individual del Acuerdo se asignará del siguiente modo: diez por ciento (10%) en concepto de salarios, que se informarán en un Formulario W2 del IRS, y noventa por ciento (90%) en concepto de sanciones, intereses y reparaciones que no se consideran salario que se informarán en un Formulario 1099 del IRS (si corresponde). Cada Parte Individual del Acuerdo estará sujeta a reducción por la parte correspondiente al empleado de impuestos y retenciones con respecto a la parte salarial de las Partes Individuales del Acuerdo, lo que resultará en un pago neto al Miembro de la Clase del Acuerdo (el "Pago Individual del Acuerdo").

Todos los Miembros de la Clase, independientemente de que presenten una Solicitud de Exclusión, también son elegibles para recibir un pago en virtud del Acuerdo en virtud de la PAGA de su parte proporcional del Importe el virtud de la PAGA del Empleado ("Pago Individual en virtud de la PAGA").

El Administrador del Acuerdo dividió el Importe en virtud de la PAGA del Empleado por las Semanas de Trabajo de todos los Miembros de la Clase para llegar al "Valor de la Semana de Trabajo en virtud de la PAGA" y multiplicó las Semanas de Trabajo individuales de cada Miembro de la Clase por el Valor de la Semana de Trabajo en virtud de la PAGA a fin de obtener su Pago Individual en virtud de la PAGA estimado que podría ser elegible para recibir en virtud del Acuerdo en virtud de la PAGA (que se indica en la Sección III.C más abajo).

Cada Pago Individual en virtud de la PAGA se asignará cien por ciento (100%) como sanciones, que se informarán en un Formulario 1099 del IRS (si corresponde).

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 y los Pagos Individuales en virtud de la PAGA se enviarán a los Miembros de la Clase 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 de los Demandados

De acuerdo con los registros de la nómina de pago de los Demandados: Se lo acreditó con «MERGED_WW_CALC» Semanas de Trabajo durante la totalidad del Período de la Clase. Se lo acreditó con ««MERGED_WW1_CALC» Semanas de Trabajo durante el período entre el 8 de julio del 2016 y el 24 de marzo del 2021 y «MERGED_WW2_CALC» Semanas de Trabajo durante el período entre el 25 de marzo del 2021 y el 15 de diciembre del 2021.

Si desea disputar la cantidad de Semanas de Trabajo que se le acreditó, debe presentar su disputa mediante una carta, como se describe a continuación, o completando y enviando el Formulario de Observaciones a los Datos de Semanas de Trabajo al Administrador del Acuerdo. La carta escrita debe: (a) contener el nombre de caso y el número de la Acción (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 que usted disputa 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 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 **anterior al 18 de julio del 2022, inclusive**.

Su Parte Individual del Acuerdo Estimada y su Pago Individual en Virtud de la PAGA

Como se explicó anteriormente, su Parte Individual del Acuerdo estimada y su Pago Individual en Virtud de la PAGA se basa en la cantidad de Semanas de Trabajo que le fue acreditada.

Conforme a los términos del Acuerdo, se estima que su Parte Individual del Acuerdo es de \$«MERGED_EstSettAmnt_CALC». Cada Parte Individual del Acuerdo está sujeta a una reducción por la parte de impuestos y retenciones correspondientes al empleado con respecto a la parte salarial de la Parte Individual del Acuerdo.

De acuerdo con los términos del Acuerdo, se estima que su Pago Individual en virtud de la PAGA es de \$«MERGED_PAGA_Amnt_CALC».

El proceso de homologación del acuerdo puede demorar varios meses. Su Parte Individual del Acuerdo y su Pago Individual en Virtud de la PAGA que se indica en la presente Notificación es solo una estimación. Su Pago Individual del Acuerdo y su Pago Individual en Virtud de la PAGA reales pueden ser superiores o inferiores a ese importe. Los pagos se distribuirán únicamente si la Corte otorga la homologación definitiva del Acuerdo y después de que el Acuerdo entre en vigencia.

Exoneración de Reclamos

En la Fecha de Entrada en Vigencia y la financiación completa del Importe Total del Acuerdo, se considerará que el Demandante y todos los Miembros de la Clase que no presentan una Solicitud de Exclusión válida y oportuna (es decir, los Miembros de la Clase del Acuerdo) han exonerado, acordado, arreglado, cedido y liberado de forma total, definitiva y para siempre a las Partes Exoneradas de todos los Reclamos Exonerados de la Clase que puedan tener o haber tenido.

A partir de la Fecha de Entrada en Vigencia y la plena financiación del Importe Total del Acuerdo, el Estado de California, con respecto a todos los Miembros de la Clase, se considerará que exoneran, resuelven, se comprometen, renuncian y libran completamente, finalmente y para siempre a todas y cada una de las Partes Exoneradas de todos y cada uno de los Reclamos Exonerados en virtud de la PAGA.

“Reclamos Exonerados” significa todos los reclamos que surjan de cualquiera de los hechos alegados en la Demanda Vigente, surgidos durante el período entre el 8 de julio del 2016 y el 15 de diciembre del 2021, lo que incluye, entre otros, los reclamos conforme al Código Laboral de California, las Órdenes Salariales de la Comisión de Bienestar Industrial de California, regulaciones y/u otras disposiciones legales, por incumplimiento en el pago de salarios por horas extra (incluidas, entre otras, no pagar salarios por horas extra y/o no calcular correctamente la tarifa de pago regular usada para calcular la tarifa por horas extra), el incumplimiento en el pago de salarios mínimos de forma apropiada, no suministrar períodos de comida obligatorios ni los pagos de prima asociados, no suministrar períodos de descanso obligatorios ni los pagos de prima asociados, no suministrar talones de cheque obligatorios, no pagar a tiempo los salarios al momento de la finalización del empleo, no pagar a tiempo los salarios durante el empleo, no conservar los registros de nómina de pago requeridos, no reembolsar los gastos comerciales necesarios, prácticas comerciales injustas o ilegales, lo que constituye una violación al artículo 17200 et seq., del Código de Negocios y Profesiones de California, y toda violación o incumplimiento del Código Laboral de California que surja o se relacione con la conducta alegada, incluso, sin limitación, los artículos 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, las Órdenes Salariales de la Comisión de Bienestar Industrial de California o cualquier otra ley, regla y/o regulación estatal, o causas de acción similares que surjan o se relacionen con la conducta alegada.

Los “Reclamos Exonerados en virtud de la PAGA” significa todos y cada uno de los reclamos en virtud de la Ley de Procuraduría General Privada del 2004, Código Laboral de California, que fueron afirmados en la Notificación de la LWDA, surgidos durante el período comprendido entre el 8 de julio del 2016 y el 15 de diciembre del 2021, por no pagar apropiadamente salarios por horas extra (incluidos, entre otros, no pagar salarios por horas extra y/o no calcular correctamente la tarifa de pago regular usada para calcular la tarifa por horas extra), no pagar apropiadamente los salarios mínimos, no proporcionar los períodos de comida obligatorios ni los pagos de prima asociados, no proporcionar los períodos de descanso obligatorios ni los pagos de prima asociados, no suministrar talones de cheque obligatorios, no pagar a tiempo los salarios al momento de la finalización del empleo, no pagar a tiempo los salarios durante el empleo, no conservar los registros de nómina de pago requeridos, no reembolsar los gastos comerciales necesarios, lo que constituye una violación de los artículos 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California y las Órdenes Salariales de la Comisión de Bienestar Industrial.

“Partes Exoneradas” significa los Demandados, sus compañías controlantes, afiliadas, subsidiarias, divisiones, sucesores y cesionarios, presentes y pasados, y sus respectivos accionistas, predecesores, compañías de seguro, empleados, abogados, funcionarios, directores y agentes de las anteriores, actuales o anteriores, tanto en su capacidad individual como comercial, y sus fideicomisarios, administradores, fiduciarios y compañías de seguro.

Honorarios y costos de los Abogados de la Clase

Los Abogados de la Clase solicitarán honorarios de abogados por un monto de hasta un treinta y tres por ciento (33,33%) del Importe Total del Acuerdo (es decir, un monto de hasta \$1,066,666,67) y el reembolso de costos y gastos de litigio por un monto 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 Importe Total del Acuerdo. Los Abogados de la Clase han estado llevando adelante esta Acción en nombre del 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 al Demandante

El Demandante solicitará el importe de siete mil quinientos dólares (\$7,500) (“Aumento en el Pago”), en reconocimiento por sus servicios con respecto a la Acción. El Aumento en el Pago se pagará con dinero del Importe Total del Acuerdo, sujeto a aprobación de la Corte, y si se adjudica, se les pagará al Demandante además de su Pago Individual del Acuerdo y el Pago Individual en virtud de la PAGA 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 quince mil dólares (\$15,000) (“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, Notificaciones de Oposición y disputas de las Semanas de Trabajo, calcular las Partes Individuales del Acuerdo y los Pagos Individuales del Acuerdo y los Pagos Individuales en Virtud de la PAGA, y distribuir los pagos y formularios de impuestos en virtud del Acuerdo, y se pagará del Importe Total del Acuerdo, sujeto a la aprobación de la Corte.

IV. ¿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 de Clase y recibirá su Pago Individual del Acuerdo a menos que decida excluirse del Acuerdo de Clase.

A menos que elija excluirse del Acuerdo de la Clase, quedará sujeto a los términos del Acuerdo de Clase y a la sentencia contemplada que pueda dictar la Corte en base al mismo si la Corte concede la homologación definitiva del Acuerdo, y se considerará que usted ha renunciado a los Reclamos Exonerados de la Clase descritos en la Sección III.D más arriba.

Se lo incluirá automáticamente en el Acuerdo en virtud de la PAGA y recibirá su Pago Individual en virtud de la PAGA. Esto significa que quedará sujeto a los términos del Acuerdo en virtud de la PAGA y a la sentencia contemplada que pueda dictar la Corte con base en el mismo si la Corte concede la homologación definitiva del Acuerdo, y se considerará que usted ha renunciado a los Reclamos Exonerados en virtud de la PAGA 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 litigio, 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 de Clase

Si no desea participar en el Acuerdo de Clase, debe solicitar la exclusión del Acuerdo de Clase presentando una solicitud escrita, como se describe a continuación, o completando y enviando el Formulario de Solicitud de Exclusión adjunto (ambos se denominan “Solicitud de Exclusión”) al Administrador del Acuerdo.

Una Solicitud de Exclusión debe: (a) contener el nombre del caso y el número de la Acción; (b) estar firmado por usted; (c) incluir su nombre completo, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social; (d) contener una declaración que indique que no desea ser incluido en el Acuerdo de Clase; y (e) devolverlo por correo al Administrador del Acuerdo, con sello postal **a más tardar del 18 de julio del 2022**, a la siguiente dirección postal:

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 Individual del Acuerdo, no quedará obligado por el Acuerdo de Clase (ni la exoneración de los Reclamos Exonerados de la Clase establecidos en la Sección III.D anterior) y no tendrá ningún derecho a oponerse, apelar ni comentar sobre el Acuerdo de Clase. 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 contemplada que dictará la Corte con base en ellos si la Corte concede la homologación definitiva del Acuerdo. Todos los Miembros de la Clase estarán obligados por el Acuerdo en virtud de la PAGA (y la exoneración de los Reclamos Exonerados en virtud de la PAGA descritos en la Sección III.D anterior) y recibirán un Pago Individual en virtud de la PAGA, independientemente de que envíen una Solicitud de Exclusión.

Oponerse al Acuerdo de Clase

Siempre y cuando no haya presentado una Solicitud de Exclusión, puede oponerse a los términos del Acuerdo de Clase mediante la entrega de una oposición por escrito ("Notificación de Oposición") al Administrador del Acuerdo o la presentación de su oposición en la Audiencia de Homologación Definitiva.

La Notificación de Oposición debe: (a) indicar el nombre del caso y el número de la Acción; (b) indicar su nombre completo, firma, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social; (c) indicar todos los fundamentos para la oposición acompañados por aval legal o de hecho para dicha oposición; (d) indicar el nombre completo, dirección y número de teléfono de cualquier representante legal que lo represente con respecto a la oposición; (e) contener copias de los documentos, escritos u otros documentos sobre los que se basa la oposición; y (f) devuelta por correo al Administrador del Acuerdo a la dirección indicada en la Sección IV.B anterior, con sello postal **a más tardar del 8 de julio del 2022**.

V. AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA

La Corte celebrará una Audiencia de Homologación Definitiva en el Departamento CX104 de la Corte Superior del Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, California 92701, el 28 de octubre del 2022 a las 9:00 a. m. , para determinar si el Acuerdo debe 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 al 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. Tenga en cuenta que debido al COVID-19, pueden existen limitaciones con respecto a la comparecencia en persona y la comparecencia telefónica es una opción. Puede encontrar las pautas de la Corte más actuales sobre COVID-19 en línea en: [https:// https://www.occourts.org/](https://www.occourts.org/)

VI. 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 ver el Acuerdo y otros expedientes judiciales de la Acción por una tasa, visitando la Corte en at 751 West Santa Ana Boulevard, Santa Ana, California 92701 o 700 Civic Center Drive West, Santa Ana, California 92701, durante las horas hábiles.

Tenga en cuenta que debido al COVID-19, hay limitaciones para el acceso físico a las instalaciones y registros de la Corte. Puede encontrar las pautas de la Corte más actuales sobre COVID-19 en línea en: <https://www.occourts.org/>

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) 428-6571, O TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DE LA CLASE

FORMULARIO DE OBSERVACIONES A LOS DATOS DE SEMANAS DE TRABAJO

Rex Tullio v. DACM, Inc. que opera comercialmente como Del Amo Motorsports, et al.
Corte Superior de California, Condado de Orange, Caso No. 30-2020-01147256-CU-OE-CXC

Si desea disputar la cantidad de Semanas de Trabajo que se le acreditó en la Notificación de Acuerdo de Acción de Clase (“Notificación de Clase”), puede completar este Formulario de Observaciones a los Datos de Semanas de Trabajo y enviarlo por correo al Administrador del Acuerdo, o enviar una carta como se describe en la Notificación de la Clase, con sello postal del 18 de julio del 2022 o una fecha anterior, a la siguiente dirección de correo:

Tullio v. DACM, Inc., que opera comercialmente como Del Amo Motorsports, et al.
c/o Administrador del Acuerdo
P.O. Box 26170
Santa Ana, CA 92799

Si cree que la cantidad de Semanas de Trabajo que le acreditaron en la Notificación de Clase es incorrecta, debe completar la sección a continuación y adjuntar toda documentación que tenga como aval de su disputa.

La cantidad de Semanas de Trabajo que cree que deberían acreditarle por el período comprendido entre el 8 de julio del 2016 y el 24 de marzo del 2021:	_____
La cantidad de Semanas de Trabajo que cree que deberían acreditarle por el período comprendido entre el 25 de marzo del 2021 y el 15 de diciembre del 2021:	_____

Información sobre su disputa:

Nombre completo: _____

Dirección: _____

Número de teléfono: _____

Firma: _____

Fecha: _____

A fin de garantizar que este formulario se tramite a su nombre apropiadamente y para evitar la confusión en caso de que varias personas con el mismo nombre o nombres similares presenten este formulario, por favor, brinde los últimos 4 dígitos de su Número de Seguro Social al administrador del acuerdo para confirmar su identidad: _____

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Rex Tullio v. DACM, Inc. que opera comercialmente como Del Amo Motorsports, et al.
Corte Superior de California, Condado de Orange, Caso No. 30-2020-01147256-CU-OE-CXC

USE Y ENVÍE ESTE FORMULARIO SOLO SI DESEA EXCLUIRSE DEL ACUERDO DE CLASE.

Si desea excluirse del Acuerdo de Clase, debe leer y firmar la siguiente declaración y enviar este formulario por correo al Administrador del Acuerdo, con sello postal del 18 de julio del 2022, o una fecha anterior, a la siguiente dirección postal:

Tullio v. DACM, Inc., que opera comercialmente como Del Amo Motorsports, et al.
c/o Administrador del Acuerdo
P.O. Box 26170
Santa Ana, CA 92799

Solicito ser excluido del acuerdo de acción de clase en el caso de *Rex Tullio v. DACM Inc., que opera comercialmente como Del Amo Motorsports, et al.* Al excluirme del acuerdo de acción de clase, entiendo que no estaré obligado por el acuerdo ni la exoneración de los Reclamos Exonerados de la Clase y que no recibiré un Pago Individual del Acuerdo. No obstante, entiendo que estaré obligado por el acuerdo y exoneración de los Reclamos Exonerados en virtud de la PAGA y recibiré un Pago Individual en virtud de la PAGA.

Nombre completo: _____

Dirección: _____

Número de teléfono: _____

Firma: _____

Fecha: _____

A fin de garantizar que este formulario se tramite a su nombre apropiadamente y para evitar la confusión en caso de que varias personas con el mismo nombre o nombres similares presenten este formulario, por favor, brinde los últimos 4 dígitos de su Número de Seguro Social al administrador del acuerdo para confirmar su identidad: _____

Si no desea excluirse del Acuerdo de Clase (y desea recibir un pago del Acuerdo de Clase), no debe devolver este formulario. No tiene que hacer nada. Para obtener más información, consulte la Notificación de Acuerdo de Acción de Clase.

EXHIBIT C



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

Estimate #: 13298
Estimate Date: 5/9/2021

Prepared By: Michael Sutherland
Direct Dial #: 321.223.5067
Email: msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: **Joanna Ghosh**
Firm: **Lawyers for Justice**
Email: [Joanna Ghosh <joanna@calljustice.com>](mailto:Joanna.Ghosh<joanna@calljustice.com>)

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Del Amo: Opt Out Settlement

Anticipated Total Cost	\$12,138
Capped Fee*	\$12,000
Cost per Person	\$12.00

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:	1,000	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English Spanish	Re-distribution:	No
Reminder Postcard / Letter:	No	State(s):	Single
Unclaimed Funds	Escheat-State	Tax Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup, Website posting	\$125.00	6	\$750.00
Translation	\$0.25	3000	\$750.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$2,340.00

Notification

Notice Packet: 8 pg Notice - Double Sided - English, Spanish

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.25	1,000	\$1,250.00
Postage	\$0.50	1,000	\$500.00
NCOA/CASS/LACS	\$100.00	1	\$100.00
Undeliverable Processing	\$0.25	100	\$25.00
Skip Trace RUM	\$1.50	100	\$150.00
Remail Notice Packet	\$1.25	85	\$106.25
Remail Postage	\$0.50	90	\$45.00
Mail Supervisor	\$50.00	1	\$50.00
Total			\$2,226.25

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			\$243.00



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

Claims Administration

Process Mail: Claims, Opt-Outs and/or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	2	\$250.00
Resolving Mismatched TIN's	\$75.00	2	\$150.00
Disputes / Deficiencies - Send One Cure Letter	\$1.50	1	\$2.10
Opt Out Processing	\$1.00	7	\$7.00
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	2	\$250.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$709.10

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 Checks	\$1.50	1000	\$1,500.00
Postage	\$0.50	1000	\$500.00
Process Returned Checks	\$0.50	10	\$5.00
Skip Trace Search Undeliverable Checks	\$5.00	10	\$50.00
Remail Checks	\$3.00	10	\$30.00
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	\$1,000.00	1	\$1,000.00
Reissuing Checks/Mailing	\$3.00	15	\$45.00
Reissuing W2's / 1099's	\$3.00	15	\$45.00
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Escheat Management-State	\$500.00	1	\$500.00
Disbursement Manager	\$125.00	3	\$375.00
Total			\$6,020.00



3194-C Airport Loop Drive
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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	2	\$250.00
Clerical: Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager: Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$600.00

Postage \$1,045.00 **Total Case Costs \$12,138.35**

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