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Attorneys for Plaintiff Eric Garcia, individually and  
on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF FRESNO**

ERIC GARCIA, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

LIGHTNING SOURCE LLC; INGRAM  
DISTRIBUTION MANAGEMENT INC.;  
INGRAM CONTENT GROUP LLC; and  
DOES 1 through 25, inclusive

Defendants.

Case No. 20CECG01641

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Kimberly Gaab

Department 503

**CLASS AND PAGA ACTION**

**DECLARATION OF ERIC SPRINGER ON  
BEHALF OF SIMPLURIS, INC.  
(PROPOSED SETTLEMENT  
ADMINISTRATOR)**

**Date:** May 3, 2022

**Time:** 3:30 p.m.

**Dept:** 503

**Judge:** Hon. Kimberly Gaab

**Filed:** June 10, 2020

**Trial date:** Not set

DECLARATION OF ERIC SPRINGER ON BEHALF OF SIMPLURIS, INC. (PROPOSED  
SETTLEMENT ADMINISTRATOR)

Case No. 20CECG01641

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**DECLARATION OF ERIC SPRINGER**

I, Eric Springer, declare as follows:

1. I am the Director of Project Management for Simpluris Inc., (“Simpluris”). I am over 18 years of age and authorized to make this declaration on behalf of Simpluris and myself, and make this declaration based upon my own personal knowledge.

2. Simpluris has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. Simpluris specializes in pre-settlement consultation, data management, legal notification, call center support, claims processing and tax reporting.

3. We have provided notification and/or claims administration services in more than 5,000 cases. Of these, more than 3,000 were Labor & Employment cases. Over the past 10 years, Simpluris has handled approximately \$600 million in settlements. A true and correct copy of Simpluris’ company resume (“Simpluris Resume”) is attached as Exhibit A.

4. Simpluris is committed to the security of not only our data and information but the Parties’ data and information as well. We have not experienced any security breaches in our company history. A true and correct copy of our SOC 2 Certification demonstrating our commitment to security is attached as Exhibit B. Additionally, Simpluris maintains insurance coverage in the amount of \$3,000,000 for Errors and Omissions.

5. Simpluris does not have any affiliation with counsel for this matter.

6. Simpluris has been selected by counsel to serve as the class action Settlement Administrator for this case. In this capacity, Simpluris will be charged with, among other responsibilities: (a) providing Notice to the Class Members; (b) receiving undeliverable Notice Packets; (c) receiving and validating responses from Class Members; (d) establishing a fund for authorized claimants; (e) calculating individual settlement payments, distributing funds, and tax-reporting following final approval; (f) mailing settlement checks; (g) answering questions from Class Members;

1 Simpluris has agreed to administer the case for a fixed fee of \$4,400. If the scope of work increases or  
2 decreases significantly, Simpluris will inform the parties and request approval of an adjustment, whether  
3 increased or decreased respectively, to the capped costs. Attached hereto as Exhibit C is a copy of  
4 Simpluris' bid for administering this matter.  
5

6 I declare under penalty of perjury under the laws of the State of California that the above is true  
7 and correct and that this Declaration was executed this 9th day of September, 2021, in Melbourne,  
8 Florida.  
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12 Eric Springer  
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# **Exhibit A**

# simpluris

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## Class Action Settlement Administration

### ABOUT SIMPLURIS

Simpluris, Inc. opened its doors in January 2007 as a class action settlement administration firm. A small collection of professionals proficient in class action settlement administration, marketing, direct mail development, and database design, with Troy Hoffman at its helm, began building the client-centric company with less than 10 clients. Over the course of 10 years, Simpluris has grown to 55+ employees, offices in 3 states, 5000+ clients. The success has derived from the construction of a cohesive team built with enthusiasm and vision. Simpluris is continually advancing its services including notification campaigns, case administration, data management, funds distribution and tax reporting persistently seeking modern techniques that offer efficiency and cost effective solutions to our clients. Simpluris will launch LiveCase™ (client centric software) shortly, which will take class action settlement administration to a whole new level.

Inc Magazine recently ranked Simpluris #171 on its 30th annual Inc. 500 an exclusive ranking of the nation's fastest growing private companies.

Founder, Troy Hoffman, has been a guest lecturer and panel member in the industry on class action related topics, including online claims filing, class notice campaigns, and other relevant issues within class action administration. He has spoken at many seminars including:

- California 17200 Conference
- Class Action & UCL Conference
- Nixon Peabody Luncheon
- Class Action Litigation Summit
- Bridgeport symposium's, Regular Panel Member
- CASD-Panel Member

Our approach is to provide a high level of customer service to all our clients and to use automation to the fullest to provide economical as well as accurate results and work product.

Clients receive support from our experts, who include attorneys, accountants, IT experts and communications professionals with a deep understanding of the unique demands of complex administration for class action, mass tort, and international collective redress.

Every case is assigned a dedicated team of professionals that oversees and coordinates all aspects of the engagement. Our integrated approach assures the highest levels of quality, accuracy and timeliness to meet clients' deadlines.

Simpluris has successfully administered cases in a complete scope of different practice areas. Our proven procedures and best practices provide successful outcomes from start to finish. Our IT professionals work full time to upgrade our case management technology to advance our commitment to our clients. Our far-reaching experience has helped us effectively administer cases in Wage and Hour, retail, commercial, Consumer, liability, and Consumer Fraud.

## **AREAS OF PRACTICE**

|                  |                |                   |
|------------------|----------------|-------------------|
| Antitrust        | Employment/ADA | Personal Injury   |
| Banking          | Environmental  | Product Liability |
| Civil Rights     | Finance        | Securities        |
| Consumer/Product | Healthcare     | Specialty Areas   |
| Coupon           | Insurance      | Trade             |
| Discrimination   | Mass Tort      | Wage and Hour     |

## **SERVICES AND SOLUTIONS**

|                       |                           |                               |
|-----------------------|---------------------------|-------------------------------|
| Call Center           | Consulting                | Notice of Class Certification |
| Case Administration   | Data Management           | Pre-Certification             |
| Case Notification     | Discovery Campaigns       | Settlement Mailings           |
| Case Websites         | Fund Distribution and Tax | Statistical Analysis          |
| Claims Processing     | Reporting                 | Statistics Gathering          |
| Class Member Tracking | Mailing Campaigns         |                               |

## 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

# Simpluris

Class Action Settlement Administration

## current CASE LIST

**Acheson v Giorgio Armani**

Case Number: 107 CV 099461

PLAINTIFF - Initiative Legal Group LLP

*Mónica Balderrama, Esq., Shawn Westrick, Esq.*

DEFENSE - Jackson Lewis LLP

*Punam Sarad, JoAnna Brooks*

**Alberto v GMRI, Olive Garden**

Case No: 2:07-CV-01895-WBS-DAD

PLAINTIFF - Westrup Klick

*Phillip R. Poliner*

DEFENSE - Paul, Hastings, Janofsky & Walker LLP

*Jan E. Eakins*

**Alvarez v Malibu Restaurant**

Case No: BC 376311

PLAINTIFF - Hamner Law Offices PC

*Christopher J. Hamner*

DEFENSE - Landegger Baron Lavanant

*Brian E. Ewing*

**Anderson v DriveTime**

Case No: BC398475

PLAINTIFF - Initiative Legal Group

*Mark Yablonovich, Marc Primo*

DEFENSE - Paul Hastings Janofsky & Walker

*Elena Baca, Ryan Derry*

**Arias v Praxair Distribution**

Case No: CGC 08-474506

PLAINTIFF - Keller Grover LLP

*Eric A. Grover, Esq., Jade Butman, Esq.*

DEFENSE - Littler Mendelson, P.C.

*Marlene S. Muraco, Esq.*

**Arnall v North American Merchandising Service, Inc.**

Case No: 06AS01439

PLAINTIFF - Shimoda Law Corp.

*Galen T. Shimoda*

DEFENSE - Jackson Lewis LLP

*Dale R. Kuykendall, Nathan W. Austin*

*Dillingham & Murphy, LLP*

*William Gaus*

**Balint v Chico's Fas, Inc.**

Case No: BX369191

PLAINTIFF - Jennifer Kramer Legal

*Judith Wiederhorn, Jennifer Kramer*

DEFENSE - Jackson Lewis LLP

*David S. Bradshaw*

**Blackner v Ameripark**

Case No: BC363075

PLAINTIFF - Initiative Legal Group

*Mark Yablonovich*

DEFENSE - Littler Mendelson

*Tony Ray Skogen*

**Bodiford v GMRI, Red Lobster**

Case No: HG 08407051

PLAINTIFF - Westrup Klick, LLP

*Phillip Poliner, Esq*

DEFENSE - Paul, Hastings, Janofsky &

*Walker LLP*

*Jan E. Eakins, Esq*

**Booker v Tanintco**

Case No: BC 349267

PLAINTIFF - Law Offices of Jared E. Peterson

*Jared E. Peterson, Esq.*

*Aiman-Smith & Marcy*

*Reed W.L. Marcy, Esq.*

DEFENSE - Sedgwick, Detert, Moran & Arnold LLP

*Leonora M. Schloss, Esq., Aaron N. Colby, Esq.*

**Boyce v Michael Kors**

Case Number: 37-2008-00093848-CU-BT-CTL

PLAINTIFF - Fineman & Associates

*Neil B. Fineman*

DEFENSE - Proskauer Rose LLP

*Lary Alan Rappaport*

**Boydston v ExxonOil**

Case Number: 1267419

PLAINTIFF - Gilbert & Sackman, A Law Corporation

*Robert A. Cantore, Adrian Barnes*

DEFENSE - Sheppard, Mullin, Richter & Hampton, LLP

*Jeffrey A. Dinkin, Aaron W. Heisler*

**Brentwood Travel Services v DCT**

Case No: 03CC-002857

PLAINTIFF - Korein Tillery LLC

*Christopher A. Hoffman, Steven Katz, Douglas R. Sprong*

DEFENSE - not disclosed

**Brior v AE Retail West, LLC**

Case No: CGC 06-455422

PLAINTIFF - Keller Grover, LLP

*Eric Grover, Jade Butman*

DEFENSE - Rutan & Tucker, LLP

*Brian C. Sinclair*

**Broome v Google****Case No: 108CV112386****PLAINTIFF** – *Rukin, Hyland, Doria & Tindall LLP*  
*Peter Rukin***DEFENSE** – *Paul, Hastings, Janofsky & Walker LLP*  
*Thomas E. Geidt***Butcher v Westport Insurance Corp.****Case No: BC 335874****PLAINTIFF** - *Kroll Law Corporation*  
*Gerald Kroll***DEFENSE** - *Harrington, Fox, Dubrow & Canter*  
*Mark Flory, James Lo***Cabrera v HVACExchange****Case No: 37-2008-00084851-CU-OE-CTL****PLAINTIFF** - *Cadena Churchill LLP*  
*Raul Cadena***DEFENSE** - *Law Offices of Roy R. Withers, Esq.*  
*Roy Withers***Camacho v Herbalife****Case No: BC376236****PLAINTIFF** - *Diversity Law Group, A.P.C.*  
*Larry Lee***DEFENSE** - *Sheppard Mullin Richter & Hampton, LLP*  
*Richard J. Simmons, Jason W. Kearnaghan***Campos v HWBCarwash****Case No: BC378990****PLAINTIFF** – *Lavi & Ebrahimian, LLP*  
*N. Nick Ebrahimian, Joseph Lavi, Jordan D. Bello***DEFENSE** - *Jackson Lewis LLP*  
*Mia Farber, Chad Bernard***Caponera v Knox & Associates****Case No: 06AS03693****PLAINTIFF** – *Wynne Law Firm*  
*Edward J. Wynne***DEFENSE** – *Jackson Lewis LLP*  
*Cary G. Palmer***Casanova v Gregg Industries, Inc****Case No: BC 337037****PLAINTIFF** - *Appleton, Blady & Magnanimo*  
*Benjamin Blady***DEFENSE** - *Berry & Perkins*  
*Kevin Lussier***Cash v McCormick****Case No: BC 374352****PLAINTIFF** – *Kingsley & Kingsley*  
*George Kingsley, Eric Kingsley, Gregory Givens*  
**DEFENSE** – *Atkinson, Andelson, Loya, Ruud & Romo*  
*Ann K. Smith***Castro v White Cap****Case Number: CGC 05-446144****PLAINTIFF** - *Vinick Law Firm*  
*Sharon Vinick**Kletter & Peretz*  
*Yosef Peretz*  
**DEFENSE** - *Orrick, Herrington & Sutcliffe LLP*  
*Joseph C Liburt, Amira Day***Cavanaugh v SCPMG****Case No: BC 354246****PLAINTIFF** - *Appleton, Blady & Magnanimo, LLP*  
*I. Benjamin Blady***DEFENSE** - *Seyfarth Shaw*  
*Thomas R. Kaufman***Centurioni v City and County of San Francisco****Case No: C0701016JSW****PLAINTIFF** - *Vinick Law Offices*  
*Sharon Vinick**Shea Law Offices*  
*Mary J. Shea*  
*Boxer & Gerson LLP*  
*Leslie F. Levy and Darci Burrell*  
**DEFENSE** – *City Attorney's Office*  
*Dennis J. Herrera, Elizabeth Salveson, Jonathan Rolnick, Rose-*  
*Ellen H. Fairgrieve***Chandler v Mi Piacé****Case No: BC 337780****PLAINTIFF** - *Hawkins & Sofonio*  
*Greg Mauro*  
**DEFENSE** - *Sheppard, Mullin, Richter & Hampton*  
*Daniel J. McQueen***Chavez v CEC Entertainment, Inc****Case Number: BEC380996****PLAINTIFF** - *Lavi & Ebrahimian*  
*Joseph Lavi*  
**DEFENSE** - *Bander Law Firm*  
*Cathe Caraway-Howard***Chiaramonte v Pitney Bowes****Case No: 06CV1507RNL5****PLAINTIFF** - *Cohelan & Khoury*  
*Michael Singer, Diana Khoury*  
**DEFENSE** - *Seyfarth Shaw*  
*Raymond Kepner, Tom Kaufman,*  
*Ayesha Atttoh***Clark v Commerce West Insurance****Case No: RG06269869****PLAINTIFF** – *Duckworth Peters Lebowitz, LLP*  
*Mark Peters*  
**DEFENSE** – *Sheppard Mullin Richter & Hampton*  
*Jennifer Redmond*

**Clymer v Candle Acquisition**

Case No: BC328765

PLAINTIFF – Initiative Legal Group, LLP

Mark Yablonovich, Marc Primo, Payam Shahian

DEFENSE – Carter Carter Fries & Grunschlag

Dov M. Grunschlag

**Colbert v American Home Craft Inc.**

Case No: 05AS05012

PLAINTIFF - Shimoda Law Group

Galen T. Shimoda

DEFENSE - Johanson Berenson LLP

Douglas Rubel

**Cook v TwentyNinthStreetCafe**

Case Number: LASC BC384829

PLAINTIFF - The Law Offices of Stephen Glick

Stephen Glick; Anthony Jenkins

DEFENSE - Musick, Peeler & Garrett, LLP

Elaine M. Vukadinovich

**Corado v Goodyear**

Case No: RCV 095476

PLAINTIFF - Spiro Moss Barness, LLP

Justian Jusuf, Dennis Moss

Law Offices of Sahag Majarian II

Sahag Majarian II

DEFENSE - Non-Disclosed

**Cota v Las Olas**

Case No: 37-2007-00055931-CU-OE-NC

PLAINTIFF – Hamner Law Offices

Christopher Hamner, Kimberly Westmoreland

DEFENSE – Seyfarth Shaw

Kimberly M. Foster

**Crosby v Chevy's, Inc.**

Case No: 06AS02420

PLAINTIFF - Law Offices of Michael Carver

Michael Carver

DEFENSE - Morgan, Lewis, Bockius

Barbara Miller

**Cuevas v Vasquez Company**

Case No: RIC 497307

PLAINTIFF – Gould & Associates

Michael A. Gould

DEFENSE – Hodel, Briggs, Winter LLP

Glenn L. Briggs

**D'Asero v Home Loan Center**

Case No: SACV 08-0384 RSWL (JWJx)

PLAINTIFF – Mower, Carreon, & Desai, LLP

Jon R. Mower, James A. Burton

DEFENSE – Sheppard, Mullin, Richter, & Hampton, LLP

Greg S. Labate, Matthew M. Sonne

**Dao v 3M Company**

Case No: CV-08-04554 VBF (AGRx)

PLAINTIFF - James Hawkins

Gregory Mauro

DEFENSE - Shea Stokes Roberts & Wagner

Maria Roberts

**Davenport v Union Bank of CA**

Case No:2:07-CV-00001 FMC

PLAINTIFF – Keller Grover

Eric Grover

Thierman Law Firm

Mark R. Thierman

DEFENSE – Morgan, Lewis, & Bockius

Rebecca Eisen, John Battenfeld

**Davilla v Beckman Coulter**

Case Number: 07CC01347

PLAINTIFF - James Hawkins

Greg Mauro

DEFENSE -Sheppard Mullin

Greg Labate

**Davis v Kohls Department Stores, Inc**

Case No: BC327426/BC341954

PLAINTIFF – Righetti Law Firm, PC

John Glugoski, Matt Righetti

Scott Cole & Associates

Kevin R. Allen, Scott Edward Cole

DEFENSE – Jackson Lewis, LLP

Scott Lacunza, Frank Liberatore

**Dibel v Jenny Craig**

Case No: 06cv2533

PLAINTIFF - Class Action Litigation Group

Rene Barge, Katie Odenbreit

DEFENSE - Jackson DeMarco Tidus Petersen & Peckenpough

Paul Van Hoomissen, Gregory G. Petersen, Joshua Rittenberg

**DLSE v CAM Commerce Solutions**

Case No: N/A

PLAINTIFF - DLSE

David Gurley

DEFENSE - Proskauer Rose LLP

Art Silbergeld

**DLSE v SierraCascade**

Case No: 35-65292/225

PLAINTIFF - DLSE

Deborah Graves

DEFENSE - DLA Piper US LLP

Amy Beckstead

**Ellerd v County Of LA**

Case No: CV 05-122/cv 05-4200

PLAINTIFF – *Megan Richmond*

DEFENSE – *Sheppard, Mullin, Richter, & Hampton, LLP*  
*Geoffrey D. Deboskey*

**Eng v PQBeverlyHills**

Case No: BC391451

PLAINTIFF - *Nunes Law Group*

*Glenn Nunes*

*Hamner Law Offices*

*Chris Hamner, Kimberly Westmoreland, Marie Bolanos*

DEFENSE - *Snell & Wilmer*

*Christy Joseph, Tiffanny Brosnan*

**Faris v Bal Seal**

Case Number: 30-2008-00180022

PLAINTIFF - *Spiro, Moss, Barness, LLP*

*Dennis Moss*

*The Law Office of Justian Jusuf*

*Justian Jusuf*

DEFENSE - *Tredway, Lumsdaine & Doyle*

*Shannon Marie Jenkins*

**Farrell v Hamlet Group, Inc.**

Case No: BC 378411

PLAINTIFF - *Hamner Law Offices, LLC*

*Christopher J. Hamner*

DEFENSE - *Garrett & Tully, LLP*

*Efren Compean*

**Flores v CVS**

Case No: 2:07-cv-05326-FMC-Ex

PLAINTIFF – *Initiative Legal Group, LLP*

*Monica Balderrama, Marc Primo, Linh Hua, Shawn Westrick,*  
*Mark Yablanovich*

DEFENSE – *Sheppard, Mullin, Richter & Hampton, LLP*

*Jennifer Zargarof & Douglas R Hart*

**Franco v Ecology Autoparts, Inc**

Case No: GIC840600

PLAINTIFF - *Law Offices of Paul D. Jackson*

*Paul D. Jackson*

*Cadena Churchill, LLP*

*Raul Cadena*

DEFENSE - *Lewis Brisbois Bisgaard & Smith LLP*

*Paul F. Sorrentino*

**Frank v eCost**

Case No: BC374820

PLAINTIFF – *Westrup Klick, LLP*

*Philip Poliner*

DEFENSE – *Jones Day*

*Steven M. Zadravez*

**Frost v Freeway Insurance**

Case No: GIC874251

PLAINTIFF – *Cohelan & Khoury*

*Isam C. Khoury, Michael D. Singer, Diana M. Khoury, Alexander I. Dychter*

DEFENSE – *Michelman & Robinson, LLP*

*Sanford L. Michelman, Mona Z. Hanna, Todd H. Stitt*

**Fuller v Kelly Services**

Case No: BC296800

PLAINTIFF – *Gould & Associates*

*Aarin Zeif, Michael L. Gould*

*Law Offices of Daniel G. Emilio*

*Daniel G. Emilio*

DEFENSE – *Sheppard, Mullin, Richter & Hampton*

*Geoff D. DeBoskey*

**Galicia v Pfinish Koncepts, Inc**

Case Number: BC375293

PLAINTIFF - *Kesluk & Silverstein*

*Douglas N Silverstein*

DEFENSE - *Carlton DiSante & Freudenberger*

*Leigh A White & Dorothy A Black*

**Galtie v ARSNationalServices**

Case No: 37-2007-00056871 CU OE NC

PLAINTIFF - *Initiative Legal Group*

*Linh Hua, Scott Leviant, Payam Shanian, Marc Primo*

DEFENSE - *Luce Forward Hamilton & Scripps*

*Kathryn A. Bernert*

**Garcia v Kao**

Case No: 05CC05679

PLAINTIFF - *Gibson Dunn & Crutcher*

*Nicola Hanna, Kevin Roosevelt, Kelly Leggio, Lise Johnson*

*Public Law Center*

*Kenneth Babcock, Gary McGaha*

DEFENSE - *Law Offices of David S. W. Fang*

*David S. W. Fang*

*Law Offices of David Alan Cooper*

*David Alan Cooper*

*Law Offices of Stanley Friedman*

*Stanley Friedman*

*Howrey LLP*

*Russell B. Hill, Jesse D. Mulholland*

*Pasternak, Pasternak & Patton*

*David J. Pasternak*

*Theodora Oringher Miller & Richman*

*James Godes, Joseph Preis*

**Geerhart v California Insurance Guarantee Association**

Case No: 357078BC

PLAINTIFF - *The Law Offices of Timothy B McCaffrey*

*Timothy McCaffrey Jr.*

DEFENSE – *Locke, Lord, Bissell & Liddell LLP*

*Nina Huerta, Eduardo Martorell, Guerry Collins*

**Ginsberg v Pinecrest Schools**

Case No: BC 316722

PLAINTIFF - Daniels, Fine, Israel, Schonbuch & Lebovits  
Scott Brooks, Paul Fine

Law Offices of Stephen Glick

Stephen Glick

DEFENSE - Christensen, Glaser, Fink, Jacobs, Weil & Shapiro,  
LLP

Mark Lynch

**Gonzalez v Home Loan Center**

Case No: CV06-5007 RSWL (JWJx)

PLAINTIFF - Initiative Legal Group, LLP

Marc Primo, Joseph Cho, Shawn Westrick

DEFENSE - Sheppard Mullin Richter & Hampton LLP

Greg S. Labate, Matthew M. Sonne

**Granados v Dow Key**

Case No: 56-2007-00304253-CU-OE-VTA

PLAINTIFF - Gulledge Law Group

Linda J. Gulledge, Kelly Woody Gulledge

DEFENSE - Nordman, Cormany, Hair & Compton LLP

Karen L. Gabler

**Guerra v L'Occitane**

Case No: BC373587

PLAINTIFF - Initiative Legal

Mark Yablonovich, Marc Primo, Matthew Theriault, Dina Livits

DEFENSE - Jackson Lewis LLP

David Bradshaw

**Guerrero v Beacon Bay**

Case No: 06CC00111

PLAINTIFF - Law Offices of Jerry D. Underwood

Jerry D. Underwood Esq

Diefer Law Group, P.C.

Marcelo A. Dieguez, Esq

DEFENSE - Carlton DiSante & Freudenberg LLP

Timothy M. Fruedenberger LLP

**Hall v Best Buy**

Case No: 265-2005-02271

PLAINTIFF - EEOC

DEFENSE - Robins Kaplan Miller & Ciresi LLP

Janet C. Evans, Kelly K. Pierce

**Halawanji v Advantage Guard**

Case No: 06CC00158

PLAINTIFF - Gould & Associates

Michael Gould, Aarin Zeif

DEFENSE - Atkinson, Andelson, Loya, Ruud & Romo, APC

Susan Steward

**Hansen v CeliteCorp**

Case Number: 1250371

PLAINTIFF - Gilbert & Sackman, A Law Corporation

Robert A. Cantore, Adrian Barnes

DEFENSE - Sheppard, Mullin, Richter & Hampton, LLP

Jeffrey A. Dinkin, Aaron W. Heisler

**Hanzy v Mac Mall**

Case No: BC373935

PLAINTIFF - Westrup Klick, LLP

Phillip R. Poliner, Esq.

DEFENSE - Jones Day

Steven M. Zadravec, Esq.

**Hashimoto v Abercrombie & Fitch Co.**

Case No: BC 354479

PLAINTIFF - Khorrami, Pollard & Abir LLP

Robert (Bob) Drexler Jr

The Quinsberry Law Firm

John N. Quisenberry

DEFENSE - Vorys, Sater, Seymore and Pease, LLP

Mark Knueve

**Harris v Kiddie Kandids**

Case Number: C08-00852 MEJ

PLAINTIFF - Law Office of Randall Crane

Randall Crane

DEFENSE - Desouza Law Offices

Jacqueline Desouza

**Haywood v Tyler Restaurants, Inc.**

Case No: 06CC00085

PLAINTIFF - Gerald MacRae

DEFENSE - Stradling, Yocca, Carlson & Rauth

John Cannon, Amy Williams

**Hernandez v Angeles ARC**

Case No: BC347952

PLAINTIFF - Law Offices of Ellyn Moscovitz

Ellyn Moscovitz, Sharon Seidenstein

DEFENSE - Law Offices of Steven Kramer

Steven Kramar

**Hernandez v Brink's, Inc.**

Case No: BC360488

PLAINTIFF - The Cooper Law Firm P.C.

Scott Cooper

The Carter Law Firm

Roger L. Carter

Jose Garay A.P.C

Jose R. Garay

DEFENSE - Crowell & Morning LLP

Jeff Pagano, Ira Saxe, Stafford Woodley, Marc Romero, Stephan  
P. Rice

**Herron v Cool Cuts 4 Kids**

Case No: BC384527

PLAINTIFF - Gould & Associates

Michael A. Gould

Aarin A. Zeif

DEFENSE - Littler Mendelson

Diane L. Kimberlin

**Hill v SullivanAG****Case No: BC378222**PLAINTIFF - *Initiative Legal**Linh Hua, Scott Leviant*DEFENSE - *Chavos and Rao**Laurie Rao***Hyatt v California Sullivan****Case No: INC 068594**PLAINTIFF - *James H. Cordes, Attorney at Law**James H. Cordes*DEFENSE - *Carlton DiSante & Freudenberger, LLP**Leigh Ann White & Timothy Freudenberger***Ingraham v Orchard Supply Hardware****Case No: 457004**PLAINTIFF - *Scott Cole & Associates APC**Scott Edward Cole, Matthew Bainer & Clyde H. Charlton*DEFENSE - *Littler Mendelson PC**Dennis M. Brown, Michelle B. Heverly & Erica H. Kelley***Janicki v Lane Bryant****Case No: BC 374877**PLAINTIFF - *Connor & Sargent PLLC**Stephen P. Connor**Anne-Marie E. Sargent*DEFENSE - *Morgan Lewis & Bockius**John S. Battenfeld, Donna Mo, Albert Huang***Jones v Right Away Redy Mix****Case No:RG 07331067**PLAINTIFF - *Law Offices of Sohnen & Kelly**Harvey Sohnen, Esq., Patricia Kelly, Esq.*Defense - *Wiley, Price, & Radulovich, LLP**Joseph E. Wiley, Esq., Ian O. Fellerman, Esq.***Kaplan v Siemens Maintenance Services****Case No: BC 328900**PLAINTIFF - *Initiative Legal Group, LLP**Joseph Cho, Greg Yu*DEFENSE - *Morrison & Foerster**Samantha Goodman***Keo v North Coast Couriers****Case No: RG 06-0251806**PLAINTIFF - *Hinton, Alfert, and Sumner**Aaron Kaufman**Cohelan & Khoury**Christopher Olsen, Michael D. Singer**Liberation Law Group**Arlo G. Uriarte**Law Offices of Ricardo J. De Rosa**Ricardo J. De Rosa*DEFENSE - *Law Office of Nina Yablok**Nina Yablok**Littler Mendelson**Theodora Lee***Keplinger v California Pizza LLC****Case No: 07CEGC01534**PLAINTIFF - *Law Office of Michael Carver**Michael Carver*DEFENSE - *Fisher & Phillips, LLP**John Lattin***Kinz v SpencerGifts****Case Number: 07AS03539**PLAINTIFF - *Law Offices of Michael Carver**Michael Carver, Michelle Lunde*DEFENSE - *Orrick, Herrington & Sutcliffe LLP**Allison Pitigoi, Julie Totten***Klostermann v OCE Business Services****Case No: BC311001**PLAINTIFF - *Graves & Associates**Allen Graves*DEFENSE - *Jackson Lewis, LLP**Mia Farber, Dean Rocco***Koehler/Aho v BankoftheWest****Case Number: CGC-060 458611**PLAINTIFF - *Initiative Legal Group, LLP**Gregory Yu*DEFENSE -*Orrick, Herrington & Sutcliffe, LLP**Andrew Livingston***Koehler v Honeywell****Case No: RG 05213466**PLAINTIFF - *McCurdy & Ku**Gregg L. McCurdy, Gaetano M. Fong*DEFENSE - *Paul Hastings, Janofsky & Walker**M. Kirby C. Wilcox, Saidah M. Grayson***Krzesniak v Budget Rent A Car****Case No: C 05-5156 MEJ**PLAINTIFF - *Rukin Hyland Doria & Tindall LLP**Steven M. Tindall, Peter Rukin*DEFENSE - *Littler Mendelson**Jody A. Landry**Arena Hoffman LLP**Michael Hoffman***Kunz v Sunset Cresent****Case No: BC382004**PLAINTIFF - *Jennifer Kramer Legal**Jennifer Kramer*DEFENSE - *Proskauer Rose LLP**Robert H. Horn, Anthony J. Oncidi***Lakso v UHS of Delaware, Inc.****Case No: BC 342312**PLAINTIFF - *Law Office of Joseph Antonelli**Joseph Antonelli, Janelle Carney*DEFENSE - *Cotkin, Collins & Ginsburg**William Naeve, Ellen Tipping, Robert Wilson*

**Lanzarone v WSA Security, Inc.****Case No: BC345891**PLAINTIFF - *Law Offices of Herbert Hafif**Gregg Hafif, Miguel Caballero, Farris Ain*DEFENSE - *Loeb & Loeb**Mark Campbell, Allan Edmiston, Erin Smith***LaPlante v Pomeroy Investments****Case Number: BC 379692**PLAINTIFF - *Hamner Law Offices**Christopher Hamner*DEFENSE - *Levinson Arshonsky & Kurtz**James Cooper***Lauzon v Club Monaco****Case No: CGC-06-449963**PLAINTIFF - *Keller Grover, LLP**Eric A. Grover Esq., Jade Butman Esq.*DEFENSE - *Little Mendelson**Margaret Hart Edwards, Phillip L. Ross***Little v Brinker****Case No: 02 CC-003965**PLAINTIFF - *Korien Tillery, LLC**Steven Katz, Christopher A. Hoffman*DEFENSE - *McMahon Berger, PC**Robert Younger, McMahon Berger***Lopez v Little Caesars****Case Number: BC383640**PLAINTIFF - *Law Offices of Stephen Glick**Stephen Glick; Anthony Jenkins*DEFENSE - *Winston & Straw LLP**Benjamin M. Gipson/Maria Rodriguez***Lopez v Louis Vuitton****Case No: BC361116**PLAINTIFF - *Gould & Associates**Michael Gould, Aarin Zeif*DEFENSE - *Winston & Strawn LLP**Lee Paterson, Jessie Kohler, Emilie Woodhead***Mabry v Pete's Connection****Case No: 04CC00509**PLAINTIFF - *Cohelan & Khoury**Tim Cohelan, Michael Singer, Sam Khoury, Diana Khoury**Nicole Durant, Esq Attorney at Law*DEFENSE - *Phillip Silverman, Esq. Attorney at Law***Mahoney v AT&T****Case No: BC385361**PLAINTIFF - *Goldstien Demchack Baller Borgen & Dardarian**Morris J. Baller, Joseph E. Jaramillo*DEFENSE - *Pillsbury, Winthrop, Shaw, Pittman LLP**Paula M. Weber, Lara-Beye Molina***Mares v BFS****Case No: BC375967**PLAINTIFF - *Initiative Legal Group, LLP**Marc Primo, Matthew Theriault, Orlando Arellano*DEFENSE - *Rutan & Tucker, LLP**Ernest W Klatte, III, Summer Young-Agriesti***Marino v PinkTaco****Case Number: BC384498**PLAINTIFF - *Hamner Law Offices, APC**Christopher J Hamner*DEFENSE - *Proskauer Rose LLP**Robert H Horn***Martin v Home Savings Termite Control****Case No: BC372068**PLAINTIFF - *Jennifer Kramer Legal**Jennifer Kramer*DEFENSE - *Freedman & Taitelman**David Marmorstein***Martinez v Bank of the West****Case No: CGC-06-454959**PLAINTIFF - *Rukin Hyland Doria & Tindall, LLP**Peter Rukin & John F. Hyland**Law Offices of Greg Mayeda**Greg Mayeda*DEFENSE - *Orrick Herrington & Sutcliffe, LLP**Andrew Livingston, Kristen M. Jacoby & Patricia Gillette***Massie v Wild Oats****Case No:BC369633**PLAINTIFF - *Law Offices of Stephen Glick**Stephen Glick, Esq.**Daniels, Fine, Israel, Shonbuch & Lebovits LLP**Paul Fine, Scott Brooks, Craig Momita**Law Offices of Ian Herzog**Ian Herzog*DEFENSE - *Jackson Lewis LLP**Frank M. Liberatore, Esq. Debbie Ibrahim, Esq. & Aryn J. Sobo, Esq.***Mathistad v Einstein Noah Restaurant****Case No: 37-2007-74998-CU-IE-CTL**PLAINTIFF - *Righetti Law Firm, P.C.**Matthew Righetti, Esq, John Glugoski, Esq**Lorens & Associates, APLC**Tracee Lorens**Cadena Churchill, LLP**Raul Cadena*DEFENSE - *Holme Roberts & Owens, LLP**Donald L. Samuels, Elizabeth H. Murphy, David Ball*

**McCall Selbst v Labor Ready****Case No:** BC289925**PLAINTIFF** – *The Quisenberry Law Firm**John Quisenberry, Robert J. Drexler***DEFENSE** – *Perkins Coie, LLP**David Ongaro***McCarty v CJK Associates****Case No:** FCS028379**PLAINTIFF** – *Law Offices of Michael L. Carver**Michael Carver***DEFENSE** – *Jackson Lewis**David S. Bradshaw, Cary Palmer***McLaughlin v Waste Management****Case No:** 06C 0100**PLAINTIFF** - *Appleton, Blady & Magnanimo**Benjamin Blady***DEFENSE** - *McNamara, Spira & Smith**Kirsten Hicks Spira***Merino v Nations Pizza Products****Case No:** 1:07-CV-632**PLAINTIFF** - *Werman Law Office, P.C.**Douglas M. Werman**Defense - Jones Day**Michael J. Gray, Michael S. Ferrell**Paul Hastings, Janofsky & Walker**Steven T. Catlett***NATION PIZZA'S COUNSEL***Earl Farkas***Mickelson v LaBou(WOGT)****Case Number:** 07AS02431**PLAINTIFF** - *Law Offices of Michael L. Carver**Michael L. Carver***DEFENSE** - *Knox, Lemmon, Anapolsky & Schrimp, LLP**Angela Schrimp de la Vergne***Mobley v Globeground North America, LLC****Case No:** BC 356051**PLAINTIFF** – *Initiative Legal Group**Matthew T. Theriault***DEFENSE** – *Morgan, Lewis & Bockius LLP**Jill Ann Porcaro***Molinar v Golden West Restaurants, Inc****Case No:** BC350154**PLAINTIFF** - *Law Offices of Michael Carver**Michael Carver***DEFENSE** - *Sheppard, Mullin, Richter & Hampton**Charles Barker, Geoffrey Deboskey***Moore v Check Cashing Place****Case No:** GIC 879665**PLAINTIFF** - *Hiden Rott & Oertle, LLP**Michael Ian Rott, Eric M. Overholt***DEFENSE** - *Littler Mendelson**Stacey E. James, Laura Strauss***Moore v Genesco****Case No:** RG06270570**PLAINTIFF** – *Keller Grover, LLP**Eric Grover, Jade Butman**Thierman Law Firm**Mark Thierman**Law Office of Steven L. Miller**Scott A. Miller, Steven L. Miller***DEFENSE** - *Morgan Lewis & Bockius, LLP**Eric Meckley***Mondragon v BTR, Inc****Case No:** BC 379380**PLAINTIFF** – *Hamner Law Offices, LLC**Christopher J. Hamner**Kimberly Westmoreland***DEFENSE** – *Van Vleck Turner & Zaller, LLP**Brian Van Vleck**Anthony Zaller***Morgan v The Avenue****Case No:** BC362191**PLAINTIFF** – *Initiative Legal Group**Mark Yablonovich, Marc Primo, Matthew T. Theriault, Lory N. Ishii***DEFENSE** – *Sheppard, Mullin, Richter & Hampton**Charles F. Barker, Ross A. Boughton***Morris v Lebhar Friedman****Case No:** 2:08-cv-07457-ODW-FMO**PLAINTIFF** - *Appleton, Magnanimo & Dean**Lauren Dean, Frank Magnanimo***DEFENSE** - *Paul, Hastings, Janofsky & Walker**Ryan Derry, Elena Baca***Muniz v Pilot Travel Centers****Case No:** 07-CV-003250-FCD-EFB**PLAINTIFF** – *Law Offices of Michael Carver**Michael Carver***DEFENSE** – *Littler Mendelson, PC**Jody Landry***Nelson v Pitney Bowes****Case No:** 06 05954 JSW**PLAINTIFF** – *Wynne Law Firm**Edward Wynne***DEFENSE** – *Littler Mendelson, PC**Annamary E. Gannon***Nerland v Caribou Coffee****Case No:** 05-1847 PJS/JJG**PLAINTIFF** - *Lockridge Grindal Nauen**Charles N. Nauen**Cuneo Gilbert & LaDuca**Jon Tostrud***DEFENSE** - *Fredrickson & Byron**Joseph M. Sokolowski*

**Nevins v UHS of Delaware, Inc.****Case No: BC322077**PLAINTIFF - *Initiative Legal Group, LLP**Marc Primo, Shawn Westrick, Robert Byrnes*DEFENSE - *Cotkin, Collins & Ginsburg**William Naeve, Ellen Tipping, Robert Wilson***Nguyen v BDO****Case No: SACV07-1352 JVS MJGx**PLAINTIFF - *Kershaw, Cutter & Ratinoff, LLP**Stuart Talley*DEFENSE - *Morgan, Lewis & Bockius, LLP**Carrie Gonell***Njoku v Ecko****Case No: CGC 07-469480**PLAINTIFF - *Keller Grover LLP**Eric A. Grover*DEFENSE - *Proskauer Rose LLP**Enzo Der Boghossian, Harold M Brody***Noble v Sony****Case Number: BC372645**PLAINTIFF - *Trush Law Office**James M. Trush, Esq.**Tharpe & Howell**Robert M. Freedman, Esq., David S. Binder, Esq.*DEFENSE - *Mitchell Silberberg & Knupp LLP**Jeffrey L. Richardson***Novel v World Cafe Restaurant****Case Number: BC382068**PLAINTIFF - *Hamner Law Offices, LLC**Christopher J. Hamner*DEFENSE - *Lewis Brisbois Bisgaard & Smith, LLP**Steven G. Gatley, Lisa A. Gregorius***Omaley v IntelCorp****Case No: 108CV126813**PLAINTIFF - *Hinton, Alfert & Sumner**Aaron Kaufman**Rudy, Exelrod, Zieff & Lowe**Steve Zieff, Pat Goldman**Bruckner Burch**Richard Burch*DEFENSE - *Gilmore Diekmann Jr**Gilmore Diekmann***Ordaz v Rose Hills Mortuary****Case No: BC 386500**PLAINTIFF - *Initiative Legal Group**Marc Primo, Matthew Theriault, Dina Livhits*DEFENSE - *Gurnee and Daniels LLP**Stephen Gurnee, Nicholas Forestiere, David Daniels, John Mason***Ortega v Leslie Farms****Case No: GIN-031-417**PLAINTIFF - *California Rural Legal Assistance Foundation**Dorothy A. Johnson*DEFENSE - *Testa & Associates, LLP**Gregory J. Testa, Esq***Osorio v Land Forms Landscape****Case No: 07 CC 05683**PLAINTIFF - *Martinez & Associates**Jose Antonio Martinez*DEFENSE - *Crowell & Morning, LLP**Mark Romeo***Padilla v Two Lips****Case No: BC344476**PLAINTIFF - *Keller Grover, LLP**Jade Butman, Eric Grover*DEFENSE - *Anderson McPharlin & Connors, LLP**Glen Mortens, Stephen Harris***Palacio v International Extrusion****Case No: BC 376966**PLAINTIFF - *Myers & Siegel, PC**Michael Myers, Alan Sigel**Law Office of Matthew Taylor**Matthew Taylor*DEFENSE - *Little Mendelson, PC**Robert Blumberg***Palmer v Kohls Corporation****Case No: 37-2007-00076060-CU-MC-CTL**PLAINTIFF - *Bonnett, Fairbourn, Friedman & Balint, PC**Todd D. Carpenter*DEFENSE - *Call, Jensen & Ferrell**Matthew R. Orr***Palos v International Protection Service, Inc.****Case No: BC323209**PLAINTIFF - *Initiative Legal Group, LLP**Marc Primo, Greg Yu, Joseph Cho, Susan Cregg*DEFENSE - *Sedgwick, Detert, Moran & Arnold LLP**David M. Humiston, Leonora M. Schloss, Alexander Gareeb,**Aaron Colby***Pang v PitneyBowes****Case No: 1:07-cv-08557-RJH**PLAINTIFF - *Lipman & Plesur LLP**Robert Lipman, David Robins*DEFENSE - *Seyfarth Shaw LLP**Lorie Almon, Peter Walker, Chris Lowe*

**Pelton v GTC****Case No:** GIC863070**PLAINTIFF** - *Frantz Law Group APLC**James Frantz, Giles Townsend**Keegan, Macaluso & Baker, LLP**Patrick Keegan, Brent Jex**Law offices of Jodi Frantz**Jodi Frantz***DEFENSE** - *Drinker Biddle & Reath LLP**William Hanssen, Donald Beshada, Suzanne Stouder***The People of California v Zuma****Case No:** BC349390**PLAINTIFF** - *L.A. City Attorney's Office**James Colbert, Steven Gold***DEFENSE** - *Hill, Farrer & Burrill LLP**Scott Gilmore, Esq.***Peralta v Olympic Garden****Case No:** BC 358374**PLAINTIFF** - *Kesluk & Silverstein**Douglas Silverstein, Michael G. Jacob***DEFENSE** - *Rees Law Firm**Robert Rees***Perezchica v Eastco Int'l Corp.****Case No:** 07 CH 04726**PLAINTIFF** - *Werman Law Office, P.C.**Douglas M. Werman***DEFENSE** - *Burke & White**Edmund Burke***Pietrzak v Joes Crab Shack****Case No:** GIC 863846**PLAINTIFF** - *Cohelan & Khoury**Alex Dychter, Michael Singer***DEFENSE** - *Sheppard, Mullin, Richter & Hampton**Heather Clark, Ryan McCortney***Radinski v Apex Digital****Case No:** 07 C 0571**PLAINTIFF** - *Penny, Nathan, Kahan & Associates**Ruth Irene Major***DEFENSE** - *Littler Mendelson**Lisa Schreter***Ramirez v eWork****Case No:** 06-cv-00686-WDM-BNB**PLAINTIFF** - *Cafferty Faucher LLP**Anthony Fata***DEFENSE** - *Jacobs Chase**Ann Frick***Rava v Athletics Investment Group****Case Number:** RG 06268693**PLAINTIFF** - *The Cartwright Law Group, APLC**Gregory Cartwright***DEFENSE** - *Jackson Lewis**Cary Palmer**Buchalter Nemer**George J. Stephan***Rava v Club Med Sales****Case No:** 03CC09858**PLAINTIFF** - *Fuller Jenkins**Erik C. Jenkins**Flynn & Stillman**Philip Stillman**The Grant Law Firm**Joseph M. Grant***DEFENSE** - *McKay, Graham & de Lorimier**Michael Acain***Razo v C&D Zodiac****Case No:** 07CC01373**PLAINTIFF** - *Spiro Moss LLP**Dennis Moss, Gregory Karasik***DEFENSE** - *Sheppard, Mullin, Richter & Hampton LLP**Greg Labate, Ruben Escalante***Recio v Labor Ready****Case No:** BC289925**PLAINTIFF** - *The Cullen Law Firm, APC**Paul T. Cullen***DEFENSE** - *Perkins Coie, LLP**David Ongaro***Renteria v Pacer Cartage, Inc.****Case No:** BC 292970**PLAINTIFF** - *Daniels, Fine, Israel, Shonbuch & Lebovits**Paul Fine, Scott Brooks**Law Offices of Stephen Glick**Stephen Glick***DEFENSE** - *Morgan, Lewis & Bockius**Larry Lawrence, Clifford Sethness***Ridley v Friar Tux****Case No:** BC368902**PLAINTIFF** - *Law Offices of John F. Stewart**John F. Stewart***DEFENSE** - *Goldstein Law Firm**Charles Goldstein**Seyfarth Shaw LLP**Kenneth Sulzer***Ronn v Well Point Anthem BlueCross****Case No:** 56-2008-00328601-CU-OE-VTA**PLAINTIFF** - *Initiative Legal Group**Marc Primo***DEFENSE** - *Seyfarth Shaw LLP**Eileen Zorc*

**Rubio v New Century Mortgage****Case No:** SACV06-811CJC(AJWx)**PLAINTIFF** – *Trush Law Office**James M. Trush***DEFENSE** – *Sheppard Mullin Richter & Hampton, LLP**Greg S. Labate***Sahab v Posadas****Case No:** BC 324 331**PLAINTIFF** - *The Pearl Law Firm**Steven G. Pearl**Law Office of Robert E. Racine**Robert E. Racine***DEFENSE** - *Law Offices of Stanley R. Raskin**Stanley R. Raskin**Barnes Crosby Fitzgerald & Zeman LLP**William M. Crosby***Saidel v CBS Radio, Inc.****Case No:** CV07-02948**PLAINTIFF** – *Hinton, Alfert & Sumner**Aaron Kaufmann**David P. Pogrel***DEFENSE** – *Morgan, Lewis & Bockius**Rebecca Eisen**Theresa Mak***Salvador v PLS Checking****Case Number:** CV 08-00882**PLAINTIFF** - *Hamner Law Offices, APC**Christopher J Hamner***DEFENSE** - *Proskauer Rose LLP**Robert H Horn***Sanchez v Harry Singh & Sons Farming****Case No:** GIC872854**PLAINTIFF** - *Lorens & Associates, APLC**Tracee Lorens**Cadena Churchill LLP**Raul Cadena***DEFENSE** - *DLA Piper**Rick Storms, Amy Beckstead***Sandford v Time Warner Cable****Case No:** BC 356014**PLAINTIFF** – *Kinglsey & Kingsley APC**Kevin M. Zietz***DEFENSE** – *Morgan, Lewis & Bockius LLP**Carla J. Feldman, Jason S. Mills***Scott/Smith v BearCom****Case No:** 37-2007-00068223-CU-OE-CTL**PLAINTIFF** – *Cohelan & Khoury**Timothy D. Cohelan, Isam C. Khoury, Michael D. Singer,**Diana M. Khoury***DEFENSE** – *DLA Piper LLP (US)**Merrill F. Storms, Jr., Tonya M. Cross***SLC v Pacific States Industries****Case No:** 237576**PLAINTIFF** – *Littler Mendelson**Christopher Cobey***DEFENSE** – *Pacific States Industries**David Balter***Small v Brinderson****Case No:** 04CC00717**PLAINTIFF** - *Law Offices of Ellyn Moscovitz**Ellyn Moscovitz***DEFENSE** - *Atkinson, Andelson, Loya, Ruud & Romo**Christopher Andre***Smith v Claires Boutiques, Inc.****Case No:** BC378435**PLAINTIFF** – *Law Offices of Kenneth H. Yoon**Kenneth H. Yoon***DEFENSE** – *Morgan, Lewis & Bockius LLP**John D. Hayashi***Smith v GuardSystems****Case No:** BC384306**PLAINTIFF** - *Law Offices of Kevin T Barnes**Joseph Antonelli, Janelle Carney, Kevin Barnes, Gregg Lander***DEFENSE** - *Musick Peeler & Garrett**Elaine Vukadinovich***Smith v ShieldSecurity****Case No:** BC385635**PLAINTIFF** - *Kokozian & Nourmand LLP**Michael Nourmand**The Feldman Law Firm**Lee Feldman**Class Action Litigation Group**Rene Barge & Katie Odenbriet***DEFENSE** - *Bradley & Gmelich**Jaimee Wellerstein, Barry Bradley, Gary Bradley***Smith v The Children's Place****Case No:** BC328780**PLAINTIFF** - *Initiative Legal Group LLP**Marc Primo, Mark Yablonovich, Robert E. Byrnes***DEFENSE** - *Sheppard Mullin Richter & Hampton**Richard Simmons, Derek Havel***Solis v HiTech Collison****Case No:** BC336338**PLAINTIFF** - *Horton & Debolt**Laura Horton**Kesluk & Silverstein**Douglas Silverstein, Alexandra Steinberg***DEFENSE** - *Fine, Boggs & Perkins**Cory King*

**Sprinklerfitters Local 669 v West Coast Fire Protection Services**

**Case No: 06AS04594**

**PLAINTIFF** - *Law Offices of Ellyn Moscovitz*

*Ellyn Moscovitz, Sharon Seidenstein*

**DEFENSE** - *Rediger, McHugh & Hubbert LLP*

*Robert Rediger*

**Stewart v Reebok**

**Case No: BC 317955**

**PLAINTIFF** - *Westrup Klick, LLP*

*Phillip Poliner*

*The Law Offices of Allan A. Sigel*

**DEFENSE** - *Cathcart Collins, LLP*

*Patrick Cathcart*

**Thompson v Culver Personnel**

**Case No: GIC 870940**

**PLAINTIFF** - *The Law Offices of Michael Carver*

*Michael Carver*

**DEFENSE** - *Stradling Yocca Carlson & Rauth*

*Bruce May*

**Tapia v Mangen Group  
(BurgerKing)**

**Case Number: BC377114**

**PLAINTIFF** - *Aidikoff, Uhl & Bakhtiari*

*Philip Aidikoff, Robert Uhl, Ryan Bakhtiari*

*Law Offices of David G. Spivak*

*David Spivak*

*Law Offices of David Harrison*

*David Harrison*

**DEFENSE** - *Lewitt, Hackman, Shapiro, Marshall & Harlan*

*Sue Bendavid, Paul Bauducco*

**Throne v Citicorp Investment Services**

**Case No: CV 07-113-ABC(RZx)**

**PLAINTIFF** - *Initiative Legal Group LLP*

*Mark Yablonovich, Marc Primo, Shawn Westrick*

**DEFENSE** - *Gould & Associates*

*Michael A. Gould, Aarin A. Zeif*

**Tilden v Mastro's Ocean Club**

**Case No: 06 CC 00135**

**PLAINTIFF** - *Gould & Associates*

*Michael Gould, Aarin Zeif*

**DEFENSE** - *Ogletree Deakins*

*Beth Gunn*

**Tobin v The Rack, LLC**

**Case No: BC 366512**

**PLAINTIFF** - *Law Offices of Peter M. Hart*

*Peter M. Hart*

*Diversity Law Group*

*Larry W. Lee*

**DEFENSE** - *Knee Ross & Silverman*

*Lora Silverman*

**Tu v Rusco**

**Case No: BC 367842**

**PLAINTIFF** - *The Cullen Law Firm APC*

*Paul T. Cullen*

*The Ryan Law Firm PLC*

*Kelly F. Ryan*

**DEFENSE** - *Best, Best & Krieger LLP*

*G. Ross Trindle*

**Ubalde v Prudential**

**Case No: BC245149**

**PLAINTIFF** - *Spiro Moss Barness LLP*

*Ira Spiro, Justian Jusuf, Dennis Moss*

**DEFENSE** - *Thelen Reid Brown Raysman & Steiner, LLP*

*Thomas Hill*

**Valdivia v 3049 8th St**

**Case No: BC 361404**

**PLAINTIFF** - *Peter L. Weinberger and Associates, P.C.*

*Peter Weinberger*

**DEFENSE** - *Lewis Brisbois Bisgaard & Smith LLP*

*Patrick Stark*

**Walker v Bankers Life**

**Case No: 06-cv-06906**

**PLAINTIFF** - *The Quisenberry Law Firm*

*Robert Drexler*

*Werman Law Office*

*Douglas Werman*

**DEFENSE** - *Littler Mendelson*

*John A. Ybarra, Shanthi V. Gaur, Stephanie Seay Kelly, Tony R.*

*Skogen*

**Weber v Einstein Noah Restaurant**

**Case No: 37-2008-00077680-CO-OE-CTL**

**PLAINTIFF** - *Lorens & Associates, APLC*

*L. Tracee Lorens*

*Cadena Churchill, LLP*

*Raul Cadena*

**DEFENSE** - *Holme Roberts & Owens, LLP*

*Donald L. Samuels, Elizabeth H. Murphy, David Ball*

**Weizman v Principe**

**Case No: BC 379691**

**PLAINTIFF** - *Hamner Law Offices*

*Christopher J. Hamner, Kimberly A. Westmoreland*

**DEFENSE** - *Jones, Bell, Abbott, Fleming & Fitzgerald, LLP*

*Kevin K. Fitzgerald*

**Wells v Kelly & Assoc., Inc.**

**Case No: GIC862431**

**PLAINTIFF** - *Lorens & Associates APLC*

*Tracee Lorens*

**(CONTINUED FROM BELOW LEFT)**

**DEFENSE** - *Barker, Olmsted & Barnier*

*Christopher Olmsted*

**Whitaker v Cardinal Health**

Case No: 37-2007-00078492-CU-OE-CTL

PLAINTIFF – *Lorens & Associates, APLC*

*L. Tracee Lorens*

DEFENSE – *Wilson Petty Kosmo & Turner, LLP*

*Robin A. Wofford, Lois Kosch*

**Whitmill v PC Mall**

Case No: BC 373935

PLAINTIFF – *Westrup Klick, LLP*

*Phillip R. Poliner, Esq.*

DEFENSE – *Jones Day*

*Steven M. Zadravec, Esq.*

**Wilfred v Lube Pit Stop**

Case No: BC 377538

PLAINTIFF – *Law Offices of Eli M. Kantor*

*Eli M. Kantor*

DEFENSE – *Margolis & Tisman*

*Naki Irvin*

**Winzelberg v Liberty Mutual**

Case No: CV 07-460

PLAINTIFF - *Initiative Legal Group LLP*

*Monica Balderrama, Orlando Arellano*

DEFENSE - *Sheppard, Mullin, Richter & Hampton LLP*

*Geoffrey DeBoskey*

**Williams v AVTA Busdrivers**

Case No: CV 08-02582 GW (AVRx)

CV 08-4282 GW (AGRx)

PLAINTIFF - *Initiative Legal Group LLP*

*Matthew T. Theriault, Dina Livhits*

DEFENSE – *Gleason & Favrote, LLP*

*Paul M. Gleason, Torey J. Favarote*

**Williams v John Wheeler**

Case No: 59035

PLAINTIFF – *Law Offices of Michael Carver*

*Michael L. Carver*

DEFENSE – *The Ison Law Group*

*Elizabeth Ison*

**Wise v Factors**

Case No: BC373911

PLAINTIFF – *Jennifer Kramer Legal, APC*

*Jennifer Kramer, Judith Wiederhorn*

DEFENSE – *Silver & Freedman, APLC*

*Andrew Kaplan*

**Wu v SR Investment Group, Inc.**

Case No: BC356245

PLAINTIFF - *Bander Law Firm LLP*

*Joel R. Bander, Cathe L. Caraway-Howard*

DEFENSE - *Fullbright & Jaworski LLP*

*Jay J. Lee,*

## **Exhibit B**

## 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

## **Exhibit C**



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|                |           |               |                                                                          |
|----------------|-----------|---------------|--------------------------------------------------------------------------|
| Estimate #:    | 13355     | Prepared By:  | Kimberly Sutherland                                                      |
| Estimate Date: | 5/20/2021 | Direct Dial # | 321.223.5065                                                             |
|                |           | Email:        | <a href="mailto:ksutherladn@simpluris.com">ksutherladn@simpluris.com</a> |

Plaintiff Attorney

Attorney/Client: **Mathew Atlas/Diana M. Khoury**  
Firm: COHELAN KHOURY & SINGER  
Email: [MAAtlas@ckslaw.com](mailto:MAAtlas@ckslaw.com)

Defense Attorney

Attorney/Client:  
Firm:  
Email:

**Case Name: Garcia v Ingram: All-In Settlement**

**Capped Fee\*** **\$4,400**

**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: | 127           | Undeliverable Rate: | 10%       |
| Response Rate:             | 1%            | Call Rate:          | 5%        |
| Mailing Document Language: | English       | Fund Distribution:  | Simpluris |
| Reminder Postcard:         | Yes           | Redistribution:     | No        |
| Unclaimed Funds:           | Escheat State | State(s):           | CA        |
|                            |               | Federal Tax Return  | One       |

**Case Setup**

Website - Post Order and Settlement Agreement

Data Compilation - Develop Case Specific Response Tracking - Error Reports

| Category                                 | Unit Value | # of Units | Total    |
|------------------------------------------|------------|------------|----------|
| Project Manager - Case Setup             | \$125.00   | 2          | \$250.00 |
| Database Manager - Initial Data Analysis | \$140.00   | 1          | \$140.00 |
|                                          |            | Total      | \$390.00 |

**Notification**

Notice Packet: 6/7 pg Notice, pre printed envelope, pre-paid postage - Double Sided; English

| Category                 | Unit Value | # of Units | Total    |
|--------------------------|------------|------------|----------|
| Mail Notice Packet       | \$1.00     | 127        | \$127.00 |
| Postage                  | \$0.55     | 127        | \$69.85  |
| NCOA/CASS/LACS           | \$0.10     | 127        | \$12.70  |
| Undeliverable Processing | \$0.25     | 13         | \$3.18   |
| Skip Trace RUM           | \$2.00     | 13         | \$25.40  |
| Remail Notice Packet     | \$1.75     | 11         | \$18.89  |
| Remail Postage           | \$0.55     | 11         | \$5.94   |
| Reminder Post card-CCD   | \$0.80     | 108        | \$86.36  |
| Pre paid postage         | \$0.61     | 20         | \$12.20  |
| Mailing Supervisor       | \$107.95   | 1          | \$107.95 |
|                          |            | Total      | \$469.46 |

**Call Center**

Establish Case Specific Toll Free Number, IVR

| Category                                    | Unit Value | # of Units | Total    |
|---------------------------------------------|------------|------------|----------|
| Customer Service Reps / Call Center Support | \$75.00    | 2          | \$150.00 |
| 800 # Charges                               | \$0.10     | 120        | \$12.00  |
|                                             |            | Total      | \$162.00 |



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### 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                   | \$3.18   |
| Opt Out Processing                          | \$2.00     | 1                   | \$2.54   |
| 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                                       |            |                     | \$380.72 |

### 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   | 1          | \$140.00   |
| Disbursement Manager - Data Validation | \$75.00    | 1          | \$75.00    |
| Setup Banking Account/QSF              | \$300.00   | 1          | \$300.00   |
| Print & Mail Check                     | \$2.50     | 127        | \$317.50   |
| Postage                                | \$0.55     | 127        | \$69.85    |
| Process Returned Checks                | \$0.50     | 1          | \$0.64     |
| Skip Trace Search Undeliverable Checks | \$5.00     | 1          | \$6.35     |
| Remail Checks (Includes Postage)       | \$4.00     | 1          | \$5.08     |
| QSF Account Reconciliation             | \$250.00   | 1          | \$250.00   |
| Individual Federal/State Tax Reporting | \$250.00   | 1          | \$250.00   |
| QSF Reporting/Declaration              | \$300.00   | 1          | \$300.00   |
| QSF Annual Tax Preparation Fee(2021)   | \$750.00   | 1          | \$750.00   |
| Reissuing Checks                       | \$4.50     | 2          | \$8.57     |
| Reissue Check postage                  | \$0.55     | 2          | \$1.05     |
| Reissue W2's/1099's                    | \$5.00     | 2          | \$9.53     |
| Escheat Management-State Unclaimed     | \$150.00   | 1          | \$150.00   |
| Disbursement Manager                   | \$125.00   | 1          | \$125.00   |
| Total                                  |            |            | \$2,758.56 |



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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 |
| Project Manager-Wrap-up Final Issues | \$125.00   | 1          | \$125.00 |
| Total                                |            |            | \$250.00 |

Postage \$158.89 Total Case Costs \$4,410.74

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.

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