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Attorneys for Plaintiff Luis Lopez,
individually and on behalf of all similarly-situated and aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

LUIS LOPEZ, individually and on behalf of all
simialry-situataed and aggrieved employees,

Plaintiff,

vs.

GE UNITED TECHNOLOGIES, LLC, a
Delaware Limited Liability Company d/b/a
GRASSDOOR, and DOES 1 through 10,
Inclusive,

Defendants.

Case No. 20STCV34691
Hon. William F. Highberger

CLASS ACTION

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

Date: October 24, 2022
Time: 11:30 a.m.
Dept.: 10
Judge: William F. Highberger

1 **DECLARATION OF EVELIN REYES**

2 I, Evelin Reyes, hereby declare:

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

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

11 3. Simpluris was approved by Counsel for Plaintiff Luis Lopez (“Plaintiff”), and GE
12 UNITED TECHNOLOGIES, Inc. (“Defendant”), (collectively the “Parties”), to provide settlement
13 administration services in the *Lopez v. GE United Technologies, Inc.* case (“Settlement”). In this
14 capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund
15 account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c)
16 processing and mailing payments to the Plaintiffs, Class Counsel and Class Members; (d) printing and
17 mailing the Notice of Proposed Class Action Settlement to Class Members and Change of Address
18 Form; (e) receiving and validating Requests for Exclusion, Objections or Disputes of Pay Periods
19 submitted by Class Members; (f) calculating Employer Payroll Taxes and providing appropriate forms
20 and calculations to Defendant; (g) mailing settlement checks, and (h) other tasks as the Parties mutually
21 agree or the Court orders Simpluris to perform.

22 **TOLL FREE TELEPHONE HELPLINE**

23 4. A toll-free telephone number was included in the Class Notice for the purpose of
24 allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The
25 system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the
26 settlement process. Callers have the option to speak with a live call center representative during normal
27 business hours or to leave a message and receive a return call during non-business hours. The toll-free
28 telephone number included in the Class Notice was (833) 200-7762 and was live on July 27, 2022.

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6. On June 14, 2022, Counsel for Defendant provided Simpluris with a mailing list (“Class List”) containing Class Members’ names, most recent mailing address and telephone numbers, social security numbers, and pertinent employment information for each Class Member during the Class Period. The Class List contained data for six hundred and two (602) Class Members.

8. On July 27, 2022, Notice Packets were mailed to six hundred and two (602) Class Members with addresses contained in the Class List via First Class mail or updated via the NCOA search. A copy of the Notice Packet is attached hereto as **Exhibit A**.

9. If a Class Member's Notice Packet was returned by the USPS as undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name and previous address to locate a current address. Through the advanced address search, Simpluris was able to locate thirty-one (31) updated addresses and Simpluris promptly mailed the Notice Packets to those updated addresses. In addition, Simpluris received no returned Notice Packet with forwarding addresses and promptly mailed the Notice Packets to those updated addresses. Ultimately, there were two (2) Notice Packets that were undeliverable.

2

1 10. The Net Settlement Amount of \$197,433.12 available to pay Participating Class
2 Members was determined by subtracting the Class Counsel's Fees (\$116,833.33), Class Counsel's
3 Costs Payment (\$14,483.55), Named Plaintiff Service Award (\$5,000.00), the PAGA LWDA Payment
4 (\$3,750.00) and the Administration Costs (\$13,000.00) from the Gross Settlement Amount
5 (\$350,500.00).

6 11. As of this date, there are five hundred ninety-seven (597) Participating Class Members
7 who will be paid their portion of the Net Settlement Amount. This number excludes the five (5) Class
8 Members who opted out.

9 12. As of this date, there are 602 PAGA Members who will be paid their portion of the
10 PAGA Payment, \$1,250.00, regardless of whether they chose to opt out of the Settlement.

11 13. To determine a Participating Class Member's individual settlement award payment, the
12 distribution of the Net Settlement Amount of \$197,433.12 shall be based upon their number of Pay
13 Periods worked during the Class Period (July 19, 2019 through July 13, 2021) in relation to the
14 aggregate number of Pay Periods worked by all Participating Class Members during the Class Period.
15 All Class Members who worked during the PAGA Period (September 11, 2019 through July 13, 2021),
16 regardless if they opted out of the Settlement, will receive a proportionate share of the \$1,250.00
17 PAGA Payment based on their number of Pay Periods worked during the PAGA Period in relation to
18 the aggregate number of Pay Periods worked by all PAGA Members during the PAGA Period.

19 14. Based on the above calculations, the 597 Participating Class Members, who worked a
20 total of 17,648 pay periods during the Class Period, will receive an estimated average gross payment of
21 \$328.62, the estimated highest gross payment being \$1,144.99, with the lowest being \$11.12. The 602
22 PAGA Members, who worked a total of 17,713 pay periods during the PAGA Period, will receive an
23 average PAGA payment of \$2.08, the highest PAGA payment of \$6.70, and the lowest PAGA payment
24 being \$.07.

25 15. Class Representative Luis Lopez's estimated individual settlement amount is \$402.73.

26
27 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

28 16. As of this date, Simpluris has not received five (5) Requests for Exclusion from Class

Members. The members requesting exclusion are Jake Barraza, Jorge Catalan, James Burbank, Pablo Valdeavellano, and Carlos Sandoval.

17. As of this date, Simpluris has not received any Objections to the Settlement from Class Members.

18. As of this date, Simpluris has not received any Disputes of Work Weeks from Class Members.

SETTLEMENT COMPLIANCE AND REPORTING

19. All Individual Settlement Payment checks shall remain negotiable for 180 calendar days after issuance. After 180 calendar days from the date of mailing, the checks shall become null and void, and the uncashed funds will be forwarded to the California State Controller, Unclaimed Property Division, in the appropriate name of the Participating Class Member and PAGA Member who failed to cash their check for further handling on their behalf.

ADMINISTRATION COSTS

20. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$13,000.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments. Attached as **Exhibit B** is a true and correct copy of Simpluris' Invoice.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 30th day of September, 2022, in Costa Mesa, California.


EVELIN REYES

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

("Notice")

PLEASE READ THIS NOTICE CAREFULLY.

**YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION.
YOU MAY BE ENTITLED TO MONETARY COMPENSATION FROM THIS SETTLEMENT.
YOU ARE NOT BEING SUED**

I. WHY IT IS IMPORTANT TO READ THIS NOTICE?

This Notice was mailed to you because records indicate you were an hourly, non-exempt employee of GE United Technologies, LLC dba Grassdoor ("Grassdoor" and/or "Defendant") in California some time during the Class Period (July 19, 2019 through July 13, 2021), ("**Class Member**").

This Notice relates to a proposed settlement ("**Settlement**") of a Class and representative action brought pursuant to the Private Attorney General Act ("PAGA") against Defendant for alleged violations of the California Labor Code. If you are a Class Member as defined above, this Notice contains important information about your rights to participate the proposed Settlement, to request exclusion from the Settlement, or to object to the proposed Settlement, according to the procedures described below. If you do nothing, the estimated amount of your Individual Settlement Payment is shown on Page 4.

Pursuant to the Court's Order Granting Preliminary Approval of Class Action Settlement entered on May 24, 2022, this Notice was approved and directed to be mailed to you to let you know about the proposed Settlement, your rights to participate in and to receive your Individual Settlement Payment, without the need to return a claim form, to dispute the information on which your Individual Settlement Payment was calculated, to object to the Settlement, or to request exclusion from the Settlement (sometimes referred to as "opting out"), as more fully set forth below.

A proposed Settlement has been reached in the lawsuit titled *Luis Lopez, Plaintiff v. GE United Technologies, LLC dba Grassdoor, Defendant*, Superior Court of California, County of Los Angeles, Case No. 20STCV34691. (Plaintiff and Defendant are collectively referred to collectively as the "**Parties**"). The Settlement is on behalf of all Class Members. Class Members may also be PAGA Members if they worked at any time during the PAGA Period (September 11, 2019 through July 13, 2021).

The Court's Preliminary Approval Order conditionally approved 1) Plaintiff Luis Lopez ("**Plaintiff**") to serve as the class representative, and 2) Cohelan Khoury & Singer and the Mesriani Law Group, to serve as Class Counsel. (Contact information for these attorneys are shown at the end of this Notice). The Court's Order set a Final Approval Hearing for October 24, 2022 at 11:30 a.m., before the Honorable William F. Highberger in Department SS-10 of the Superior Court of California, County Los Angeles located at 312 North Spring Street, Los Angeles, California 90012. At this Hearing, the Court will determine whether the proposed Class and PAGA Settlement should be finally approved as fair, reasonable, and adequate, and will consider Class Counsel's request for attorneys' fees, and reimbursement of litigation expenses, Settlement administrative costs, and the Class Representative Service Payment. The Final Approval Hearing may be continued by the Court without further notice to the Class. However, if you returned a written objection to the Settlement, Class Counsel will notify you of any changes in the date or time of the Final Approval Hearing. It is not necessary for you to appear at this Final Approval Hearing, but you are welcome to do so at your own expense.

II. WHAT THIS LITIGATION IS ABOUT?

On September 11, 2020, Plaintiff Lopez initiated the class action entitled *Luis Lopez v. GE United Technologies, LLC dba Grassdoor*, in the Superior Court of California, County of Los Angeles, individually and on behalf of the Class. On September 20, 2020, Plaintiff filed an amended complaint which included an additional claim for penalties on behalf of all aggrieved employees ("PAGA Members") under the Private Attorney General's Act ("PAGA"). The amended operative complaint alleges claims arising from violations of the following Labor Code provisions: failure to pay minimum, regular and overtime wages, failure to provide meal and rest periods, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to timely pay wages due upon separation of employment, unlawful deduction of tips, failure to maintain accurate records, violation of the Unfair Competition law, and PAGA Penalties based on the forgoing theories of liability ("Action").

Defendant has denied, and continues to deny, the allegations in the Action, and contends it has acted in compliance with the law at all times. There has been no finding of any wrongdoing by Defendant. Defendant does not admit to any wrongdoing or liability for claims alleged in the Action. Defendant also does not admit that the Action can or should proceed as a class action. There has been no trial in this case. Instead, the Parties and their respective counsel recognize the inherent risk and expense of continued proceedings necessary to continue this Action. The Parties and their counsel have also taken into account the extensive settlement negotiations that have been conducted. Based on the foregoing, the Parties believe the Settlement confers substantial benefits to all Class Members, is a fair, adequate, and reasonable settlement, and is in the best interests of all Class Members.

If the Court grants final approval of the Settlement, Class Members will receive the Individual Settlement Payments based on the on the number Pay Periods worked during the Class Period and the number of Pay Periods worked PAGA Period.

III. SUMMARY OF THE SETTLEMENT TERMS

The Parties have agreed to settle the Action for \$350,500.00 (“**Gross Settlement Amount**”). The Gross Settlement Amount includes: (a) the Individual Settlement Payments to Participating Class Members; (b) the Class Counsel Attorneys' Fees not to exceed \$116,833.33; (c) reimbursement of costs incurred by Class Counsel, not to exceed \$15,000.00; (d) the Service Payment to Plaintiff/Class Representative for initiation and prosecution of the Action, risks undertaken for payment of costs, and the benefits conferred upon the Class not to exceed \$5,000.00; (e) Settlement Administration expenses to the Settlement Administrator up to \$13,000; and (f) the PAGA Payment of \$5,000.00 to be distributed pursuant to the PAGA: \$3,750.00 (75% of \$5,000) to the Labor and Workforce Development Agency for its share of civil penalties, and \$1,250.00 (25% of \$5,000) to be distributed to all PAGA Members (based on the number of Pay Periods each worked during the PAGA Period regardless of whether they choose to opt out of the Settlement.

The remaining balance (the “**Net Settlement Amount**”) estimated at **\$195,667.00** will be entirely distributed to Participating Class Members based on the number of Pay Periods each worked during the Class Period in relation to the number of Pay Periods worked by all Participating Class Members during the Class Period.

Defendant’s records reflect that during the Class Period, you worked «MERGED_Class_PayPeriods_CALC» Pay Periods during the Class Period, and «MERGED_PAGA_PayPeriods_CALC» Pay Periods during the PAGA Period. Based on the Class Period information, if the Court should grant final approval of the Settlement, you will receive an Individual Settlement Payment estimated at \$«MERGED_EstSettAmnt_CALC», less payroll taxes on that portion allocated as wages. The Individual Settlement Payment will be allocated 20% to wages for which an IRS W-2 Form will be issued, 30% to Interest and 50% to Penalties for which IRS 1099 Forms shall be issued. If you were employed during the PAGA Period, your PAGA Payment will be allocated 100% to penalties for which an IRS Form 1099 shall be issued. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

All Individual Settlement Payment checks shall remain negotiable for 180 days of issuance. To the extent that this Notice and/or the Individual Settlement Payment checks are undeliverable, or the Individual Settlement Payment checks are uncashed 180 days of issuance, the checks will be voided, and the amount of those checks will be sent to the California Controller’s Unclaimed Property Division with the name of the Participating Class Member or PAGA Member for further handling on their behalf.

If you believe that the dates of employment or the number of Pay Periods shown for you above are not correct, you may send a letter to the Settlement Administrator explaining why you believe the information is not correct, and provide information and documents supporting your belief. Your written dispute must be postmarked and returned to the Settlement Administrator at the address on or before September 10, 2022. The Settlement Administrator shall resolve the disagreement with the Class Member using Defendant’s business records, and information and documents returned by the Class Member, in consultation with Class Counsel and Defense Counsel. Any dispute not otherwise resolved by the Settlement Administrator and Class Counsel and Defense Counsel shall be resolved by the Court. The date of the postmark on the envelope shall be the exclusive means used to determine whether a Class Participant has “timely” disputed the calculation of their Individual Settlement Payment.

IV. YOUR OPTIONS UNDER THE SETTLEMENT

Option 1 — ***Do Nothing: A Claim Form is NOT required to receive an Individual Settlement Payment.***

Participation in this Settlement **does not** require the submission of a claim form. Accordingly, if the Court grants final approval of the Settlement at the Final Approval Hearing, and you have not requested to be excluded from the Settlement, (as described in Option 2 below), your Individual Settlement Payment check will be mailed to you, at the address on file with the Settlement Administrator. (If the address to which this Notice was mailed is wrong, or you move after receiving this Notice, you must notify the Settlement Administrator of your new address. A Change of Address form and preprinted envelope are enclosed for your convenience.) By participation in this Settlement and receiving your Individual Settlement Payment, you will be bound by the Released Claims and all other terms of the Settlement unless you request exclusion from the Settlement, as described in Option 2 below. Defendant supports this Settlement, and will not fire, punish, retaliate, or otherwise discriminate against any employee because he or she chooses to remain in the Class and to receive their Individual Settlement Payment.

Option 2 — *Opt Out of the Settlement: if you opt-out of the Settlement, you will NOT receive an Individual Settlement Payment but you will still receive a Settlement Payment based on the number of Pay Periods worked during the PAGA Period if you are a PAGA Member.*

If you do not wish to participate in the Settlement for whatever reason, you may exclude yourself from the Settlement by returning a written request to the Settlement Administrator that states in substance, the following:

“I have received and read the Notice of Class Action Settlement of the Action titled *Luis Lopez v. GE United Technologies, LLC dba Grassdoor*, Los Angeles County Superior Court Case No. 20STCV34691. I wish to opt out of the Settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any portion of the Class Settlement funds approved by the Court in the Action.”

Your written request for exclusion from the Settlement, must set forth your full name (including the name you used while employed with Defendant, if different), address, last four digits of your Social Security Number, and telephone number. You must sign and date the request for exclusion and return to the Settlement Administrator by First Class U.S. Mail (at the addresses shown at the end of this Notice) on or before September 10, 2022.

If you return a request for exclusion that is not postmarked on or before September 10, 2022, it will be rejected and you will be included in the Settlement Class, and you will be mailed your Individual Settlement Payment, and be bound by the Released Claims and all other terms of the Settlement. Although a Class Member may successfully request exclusion from the Settlement, if that Class Member worked at any time during the PAGA Period, he or she will still receive a share of the PAGA Payment and will release that claim because there is no mechanism to opt out of the PAGA Settlement.

Option 3 — Submit an Objection and Remain a Member of the Settlement Class

If a Class Member believes the Settlement should not be finally approved by the Court for any reason that Class Member may object to the proposed Settlement, as long as that Class Member did not opt out of the Class. To object to the Settlement, you must remain a member of the Class.

To object to the Settlement, you may return a written objection to the Settlement Administrator by First Class Mail at the addresses shown at the bottom of this Notice. Written objections must include the Class Member’s name, address, telephone number, and last four digits of their Social Security number. The objection must also state with particularity the factual and legal basis on which any objection is asserted, and whether the Class Member intends to appear at the Final Approval Hearing.

The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak.

If the Court approves the Settlement despite a Class Member’s objection, that Class Member will be bound by the terms of the Settlement, and will release the Released Claims and will receive an Individual Settlement Payment.

V. THE BINDING EFFECT OF THE SETTLEMENT

Upon the Court's final approval of the Settlement, and except as to such rights or claims as may be created by the Settlement, Plaintiff, and Class Members who have not effectively opted-out of the Settlement will release all claims alleged in Action against GE United Technologies, LLC dba Grassdoor, and its officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives and former and present parents, subsidiaries, and affiliates, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives arising during the Settlement

Period, including all claims that were set forth, or could have been set forth based on the facts alleged in the Action, including failure to pay minimum, regular and overtime wages (Labor Code §§ 218.5, 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and applicable wage orders); failure to provide meal and rest periods (Labor Code §§ 512, 226.7, and applicable wage orders); failure to reimburse business expenses (Labor Code §§ 2800, 2802, 2804, and applicable wage orders); failure to provide accurate itemized wage statements (Labor Code §§ 226, 226(a), (e), (g), (h))); failure to timely pay wages due upon separation of employment (Labor Code §§ 201-204, 218, 256); unlawful deduction of tips (Labor Code § 351), failure to maintain accurate records (Labor Code §§ 1174(d), 1174.5, 1175, 1198); violation of the Unfair Competition law (Business and Professions Code § 17200 et seq.); penalties pursuant to Labor Code §§ 210, 558, and 558.1; and PAGA Penalties pursuant to Labor Code § 2698 et seq. (collectively, “**Released Claims**”). The PAGA Release is for the PAGA penalties that are included in the Released Claims.

If the Settlement is not finally approved by the Court, or if any of its conditions are not satisfied, the Settlement will be voided, no money will be paid, and the Action will revert to litigation. However, if that happens, there is no assurance that: (a) any decision at trial would be in favor of the Class; (b) a favorable trial decision, if any, would be as favorable to any Class Members as the Settlement; or (c) any favorable trial decision would be upheld if an appeal was filed. The Court has expressed no opinion regarding the merits of the claims asserted in the Action.

VII. WHERE MAY I VIEW RELEVANT DOCUMENTS AND INFORMATION?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review a copy of the Settlement Agreement or other Settlement documents by looking at the Court’s file via the Register of Actions for the California Superior Court for the County of Los Angeles. (Enter Case No. 20STCV34691, <http://www.lacourt.org/casesummary/ui/index.aspx>). Once the Court grants final approval of the Settlement, you may also view the Final Approval Order and Judgment on the administrator’s website, www.Simpluris.com/Case-Search

(To the extent there are any conflicts between this Notice and the terms of Settlement Agreement, the terms of the Settlement Agreement will govern.)

VIII. IMPORTANT INFORMATION

Change of Address. It is your responsibility to notify the Administrator of your correct mailing address if the address to which this Notice was mailed is not correct, or you move after receiving this Notice. A Change of Address Form and pre-printed return envelope are enclosed for your convenience. You may also return the Change of Address form by First Class Mail in the envelope provided.

Questions? If you have questions about the Settlement, you may contact any of the attorneys for Plaintiff and the Class or the Settlement Administrator. *Return all Change of Address Forms, Disputes, Objections, or Request for Exclusion on or before **September 10, 2022** to the Settlement Administrator at:*

Settlement Administrator:

Lopez v. GE United Technologies LLC
c/o Settlement Administrator
P. O. Box 26170
Santa Ana, CA, 92799
Telephone: (833) 200-7762

Attorneys for Plaintiff and The Class:

Cohelan Khoury & Singer
Michael Singer / Diana M. Khoury
605 C Street, 2nd Floor
San Diego, California 92101
(619) 595-3001

Mesriani Law Group
Rodney Mesriani
510 Arizona Street
Santa Monica, California 90401
(310) 826-6300

PLEASE DO NOT CALL OR CONTACT THE DEFENDANT, ITS MANAGERS OR SUPERVISORS, OR ANY OF DEFENDANTS’ ATTORNEYS REGARDING THIS SETTLEMENT

Luis Lopez. v. GE United Technologies, LLC, dba Grassdoor.
Superior Court, County of Los Angeles, Spring Street
Case No. 20STCV34691

CHANGE OF ADDRESS FORM

«IMpulsBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«City» «State»

I wish to change my name and/or mailing address and/or other contact information, for purposes of receiving communications related to this Lawsuit, to the following:

Name (First, Middle, Last): _____

Former Names (if any): _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number(s): Home: _____ Work: _____

Email: _____

Last 4 digits of Social Security Number: _____ **[Required]**

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

Dated: _____, 2022

Signature **[Required]**

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

Lopez v. GE United Technologies LLC
c/o Settlement Administrator
P. O. Box 26170
Santa Ana, CA, 92799

EXHIBIT B



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

Estimate #:	13590V2	Prepared By:	Michael Sutherland
Estimate Date:	7/19/2021	Direct Dial #	321.223.5067
		Email:	msutherladn@simpluris.com

Plaintiff Attorney

Attorney/Client: **Diana M. Khoury**
Firm: **COHELAN KHOURY & SINGER**
Email:

Defense Attorney

Attorney/Client:

Firm:
Email:

Case Name: Grassdoor: All-In Settlement

Capped Fee* **\$13,000**

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:	606	Undeliverable Rate:	10%
Response Rate:	2%	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	6	\$750.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$1,590.00

Notification

Notice Packet: 6/7 pg Notice, pre printed envelope, business reply postage - Double Sided - English mailing.

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	606	\$606.00
Postage	\$0.53	606	\$321.18
NCOA/CASS/LACS	\$0.10	606	\$60.60
Undeliverable Processing	\$0.25	61	\$15.15
Skip Trace RUM	\$2.00	61	\$121.20
Remail Notice Packet	\$1.75	52	\$90.14
Remail Postage	\$0.58	52	\$29.88
Reminder Post card-CCD	\$0.80	515	\$412.08
Pre paid postage for returned mail	\$0.61	24	\$14.79
Mailing Supervisor	\$515.10	2	\$1,030.20
Total			\$2,701.21

Call Center

Establish Case Specific Toll Free Number. IVR

Category	Unit Value	# of Units	Total
Customer Service Reps / Call Center Support	\$75.00	6	\$450.00
800 # Charges	\$0.10	360	\$36.00
Total			\$486.00



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

Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	2	\$250.00
Resolving Mismatched TINs	\$75.00	4	\$300.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	12	\$30.30
Opt Out Processing	\$2.00	12	\$24.24
Data Entry	\$50.00	2	\$100.00
Project Manager	\$125.00	3	\$375.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$1,079.54

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	5	\$700.00
Disbursement Manager - Data Validation	\$75.00	2	\$150.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$2.50	606	\$1,515.00
Postage	\$0.53	606	\$321.18
Process Returned Checks	\$0.50	6	\$3.03
Skip Trace Search Undeliverable Checks	\$5.00	6	\$30.30
Remail Checks (Includes Postage)	\$4.00	6	\$24.24
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee(2021)	\$1,000.00	1	\$1,000.00
Reissuing Checks/Mailing	\$5.00	9	\$45.45
Reissue W2's/1099's	\$5.00	9	\$45.45
Escheat Management-State Unclaimed	\$500.00	1	\$500.00
Disbursement Manager	\$140.00	4	\$560.00
Total			\$6,444.65



3194-C Airport Loop Drive
Costa Mesa, CA 92626
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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$600.00

Postage \$672.24 **Total Case Costs** **\$12,901.40**

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