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individually and on behalf of all others
8 similarly situated

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF RIVERSIDE**
12

13 KENNETH KERNITZKI individually and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 QUALITY CAR SHIPPERS, LLC, a California
18 limited liability company; and DOES 1 through
19 50, inclusive,

20 Defendant.
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27
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Case No. CVRI2100564

[Assigned to Harold W. Hopp, Dept. 1]

CLASS ACTION

**DECLARATION OF STEPHEN GOMEZ
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

DECLARATION OF STEPHEN GOMEZ

I, STEPHEN GOMEZ hereby declare:

1. I am employed as a Senior Project Manager by Simpluris, Inc. ("Simpluris"), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5635. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

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

3. Simpluris was approved by Counsel for Kenneth Kernitzki ("Plaintiff"), and Quality Car Shippers, LLC ("Defendant"), (collectively the "Parties"), to provide settlement administration services in the *Kernitzki v Quality Car Shippers, LLC*, Settlement. In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel and Class Members; (d) printing and mailing the Notice of Class Action Settlement to Class Members; (e) receiving and validating Requests for Exclusion, Objections or Disputes of Workweeks submitted by Class Members; (f) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

TOLL FREE TELEPHONE HELPLINE

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

1 Spanish-speaking representatives are available during normal business hours. The toll-free telephone
2 number included in the Notice of Class Action Settlement was (888) 369-3780 and was live on May 31,
3 2023.

4 NOTIFICATION TO THE CLASS

5 5. On May 25, 2023, Simpluris received the Court-approved Notice of Class Action
6 Settlement (hereafter "Notice"), Objection Form, and Request for Exclusion Form. The Class Notice
7 advised Class Members of their right to request exclusion from the Settlement, object to the Settlement,
8 dispute workweeks, do nothing, and the implications of each such action. The Class Notice advised Class
9 Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class
10 Members could obtain additional information.

11 6. On May 17, 2023, Defense Counsel provided Simpluris with a mailing list ("Class List")
12 containing Class Members' names, most recent mailing address, Social Security numbers and dates of
13 employment for each Class Member during the Class Period. The Class List contained data for one
14 hundred and seven (107) Class Members.

15 7. The mailing addresses contained in the Class List were processed and updated utilizing
16 the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA
17 contains requested changes of address filed with the U.S. Postal Service. In the event that any individual
18 had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be
19 utilized in connection with the mailing of the Class Notice. Simpluris was able to locate twenty-three
20 (23) updated addresses using NCOA prior to the mailing of the Class Notice.

21 8. On May 31, 2023, the Class Notice, along with the enclosed Objection Form and Request
22 for Exclusion Form, was mailed to one hundred and seven (107) Class Members with addresses contained
23 in the Class List via First Class mail or updated via the NCOA search. A true and correct copy of the
24 Class Notice, including the enclosed objection and exclusion forms, is attached hereto as **Exhibit A**.

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1 9. On July 3, 2023, Defense Counsel provided Simpluris with a second mailing list
2 (“Supplemental Class List”) containing an additional 19 Class Members that were not included in the
3 prior mailing.

4 10. On July 7, 2023, pursuant to the Court’s July 3, 2023 Order, a second batch of Class
5 Notices, along with the enclosed Objection Form and Request for Exclusion Form, were mailed to the 19
6 Class Members with addresses contained in the Supplemental Class List via First Class mail or updated
7 via the NCOA search.

8 11. A total of thirteen (13) Class Notices were returned to Simpluris after both mailings. Of
9 these, zero (0) were returned with a forwarding address. If a Class Member’s Class Notice was returned
10 by the USPS as undeliverable and without a forwarding address, Simpluris performed an advanced
11 address search (i.e., skip trace) on all of these addresses by using Accurint, a reputable research tool
12 owned by Lexis-Nexis. Simpluris used the Class Member’s name and previous address to locate a current
13 address. Through the advanced address searches, Simpluris was able to locate twelve (12) updated
14 addresses and Simpluris promptly mailed a Class Notice to those updated addresses. As of this date, there
15 is just one (1) Class Notice that remains undeliverable. Simpluris was able to achieve a successful
16 deliverable rate of 99.2% to the Class.

17
18 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

19 12. The deadline for Class Members included in the first mailing to submit a Request for
20 Exclusion, Object to the Settlement or Dispute Workweeks and/or Pay Periods was July 15, 2023. The
21 deadline for Class Members included in the second mailing is August 11, 2023.

22 13. As of this date, Simpluris has not received any Requests for Exclusion from Class
23 Members.

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

26 15. As of this date, Simpluris has not received any Disputes regarding Workweeks from Class
27 Members.
28

1 **CLASS MEMBER AWARDS**

2 16. As of this date, there are one hundred and twenty-six (126) Class Members who will be
3 paid their portion of the Net Settlement Amount.

4 17. Based on the current figures, the Net Settlement Amount available to pay Class Members
5 is estimated to be \$294,281.91. This amount was determined by subtracting the requested amounts for
6 Class Counsel's Fees (\$172,350.00), Class Counsel's Litigation Costs (\$3,418.09), the Class
7 Representative Service Award (\$10,000.00), PAGA Penalties (\$30,000.00), and the Administration
8 Costs (\$7,000.00) from the Gross Settlement Amount (\$517,050.00).

9 18. As of this date, \$294,281.91 of the Net Settlement Amount will be disbursed to the Class
10 Members. The *average estimated payment* is \$2,335.57 and the *highest estimated payment* is \$8,752.82.

11 19. In addition, based on the data provided by Defendant, and according to the terms of the
12 Settlement, there are eighty-two (82) PAGA Members who will receive their proportionate share of
13 \$7,500.00 in PAGA penalties. The *average estimated PAGA payment* is \$91.46 and the *highest*
14 *estimated PAGA payment* is \$392.02.

15 **ADMINISTRATION COSTS**

16 20. Simpluris' total costs for services in connection with the administration of this Settlement,
17 including fees incurred and anticipated future costs for completion of the administration, are capped at
18 \$7,000.00, pursuant to the parties' agreed-upon flat fee for Simpluris' work on this matter. Simpluris has
19 completed administrative work in the sections titled "Case Setup", "Notification", and "Claims
20 Administration" which included but were not limited to 1) initial intake, case set up and data analysis; 2)
21 formatting, printing and mailing two batches of the Notice Packet to Class Members; 3) skip tracing
22 returned mail, remailing Notice Packets, either from returns or upon request; and 4) processing responses
23 as needed. The current cost for completed administrative work is \$3,144.68. Simpluris' scope of work
24 under the current administration fees of \$7,000.00 in connection with this matter will continue with 1)
25 the calculation of the settlement checks; 2) a single distribution and mailing of those settlement checks;
26 3) mailing of a reminder postcard to any class member whose settlement check has not been cashed after
27
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1 60 days, etc., and 4) to do the necessary tax reporting on such payments. A breakdown of Simpluris' fees
2 is attached hereto as **Exhibit D**.

3
4 I declare under penalty of perjury under the laws of the State of California that the foregoing is
5 true and correct. Executed this 27th day of July 2023, in Costa Mesa, CA.

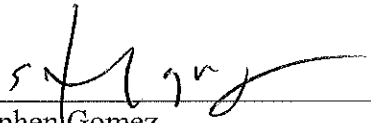
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7
8 
Stephen Gomez

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION & PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

(Kernitzki v. Quality Car Shippers, LLC, Riverside Superior Court Case No. CVRI2100564)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Notice_Encoded»

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Quality Car Shippers, LLC, a California Limited Liability Company (hereinafter referred to as “QCS” or “Defendant”) for alleged wage and hour violations. The Action was filed by former QCS employee Kenneth Kernitzki (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former drivers, classified by Defendant as independent contractors, who hauled for Defendant at any time during the Class Period (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for QCS during the PAGA Period (“Aggrieved Employees”).

PAGA is a law in California that allows employees to sue their employers for labor law violations, acting on behalf of themselves, other affected employees, and the state of California. It seeks to enforce labor laws, protect workers’ rights, and share collected penalties between the state and the affected employees.

The Class Period is from February 5, 2017, through March 30, 2023. The PAGA Period is from September 11, 2019, through March 30, 2023.

The proposed Settlement has two main parts: (1) a Class Settlement requiring QCS to fund Individual Class Payments, and (2) a PAGA Settlement requiring QCS to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on QCS’s records, and the Parties’ current assumptions, your **Individual Class Payment is estimated to be \$«MERGED_ClassAmnt_CALC» (less withholding) and your Individual PAGA Payment is estimated to be \$«MERGED_PAGAAmnt_CALC»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to QCS’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on QCS’s records showing that you worked «MERGED_ClassWW_CALC» **workweeks** during the Class Period and you worked «MERGED_PAGAWW_CALC» **workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires QCS to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against QCS.

If you worked for QCS during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1)**Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against QCS.

(2)**Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against QCS, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

QCS will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against QCS that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is July 15, 2023	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. QCS must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by July 15, 2023	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the July 25, 2023 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on July 25, 2023. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by July 15, 2023	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to QCS's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by July 15, 2023. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of QCS. The Action accuses QCS of violating California labor laws by failing to pay minimum wages, wages due upon separation, and reimbursable expenses and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: The Kick Law Firm, APC ("Class Counsel").

QCS strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether QCS or Plaintiff is correct on the merits. In the meantime, Plaintiff and QCS through counsel negotiated over several weeks to resolve the Action by voluntary agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and QCS have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, QCS does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) QCS has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court has determined that there is sufficient evidence to suggest the proposed Settlement may be fair, reasonable and adequate. Accordingly, the Court authorized this Notice and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. QCS Will Pay \$450,000 as the Gross Settlement Amount ("Gross Settlement"). QCS has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, QCS will fund the Gross Settlement within 20 days following final approval of the settlement by the Superior Court or June 14, 2023, whichever is later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to one-third (33 1/3%) of the Gross Settlement, which is currently estimated to be \$150,000 to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$7,000 to the Administrator for services administering the Settlement.
 - iv. Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider

all objections.

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- D. Taxes Owed on Payments to Class Members. Plaintiff and QCS are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and QCS have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies represented by your check will be irrevocably lost to you because they will be paid to non-profit organizations (“Cy Pres Recipients”).
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than July 15, 2023, that you wish to opt-out. To notify the Administrator, send the Administrator a completed and signed Request for Exclusion Form by the Response Deadline. The attached Request for Exclusion Form should set forth the Class Member’s name, present address, telephone number. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against QCS.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against QCS based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and QCS have agreed that, in either case, the Settlement will be void: QCS will not pay any money and Class Members will not release any claims against QCS.
- H. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final and QCS has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part

of any other lawsuit against QCS (or its officers, directors, employees, and agents, including its owners and managing agents) for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in Section 5.4 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and QCS has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against QCS, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against QCS (or its officers, directors, employees, and agents, including its owners and managing agents) based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

4. **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in QCS's records, are stated in the first page of this Notice. You have until July 15, 2023, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept QCS's calculation of Workweeks and/or Pay Periods based on QCS's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and QCS's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Fill out and submit a Request for Exclusion to the Administrator by the Response Deadline if you wish to be excluded from the Class Settlement. For your convenience, a Request for Exclusion Form is attached to this Notice. Be sure to personally sign your request form and include your identifying information (full name, address, and last four digits of social security number or tax ID number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by July 15, 2023, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and QCS are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.simpluris.com/case-search/ or the Court's website at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is July 15, 2023.** Attached is an Objection Form you may fill out and submit to the Administrator. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Kernitzki v. Quality Car Shippers, LLC*, Riverside Superior Court Case No. CVRI2100564 and include your name, current address, telephone number, and approximate dates of employment for QCS and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **July 25, 2023 at 8:30 a.m.** in Department 10 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the

judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the department's Zoom link, which can be accessed through the Riverside Superior Court's website at <https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything QCS and Plaintiff have promised to do under the proposed Class Action and PAGA Settlement Agreement ("Agreement"). The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Simpluris' website at www.simpluris.com/case-search. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Riverside County Superior Court website by going to <https://epublic-access.riverside.courts.ca.gov/public-portal/> and searching the Case Number for the Action, Case No. CVRI2100564. The Agreement was filed with the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501, on March 30, 2023 as Exhibit 1 to the Declaration of Greg Taylor in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Representative Action Settlement.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT**

Class Counsel:

Name of Attorney: Taras Kick, Greg Taylor

Email Address: taras@kicklawfirm.com; greg@kicklawfirm.com

Name of Firm: The Kick Law Firm, APC

Mailing Address: 815 Moraga Drive, Los Angeles, CA 90049

Telephone: (310) 395-2988

Settlement Administrator:

Name of Company: Simpluris, Inc.

Email Address: Case@Simpluris.com

Mailing Address: P.O. Box 26170 Santa Ana, CA 92799

Telephone: (888) 369-3780

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**NOTIFICACIÓN DE ACCIÓN DE CLASE Y ACUERDO DE LA PAGA HOMOLOGADA POR LA CORTE Y
FECHA DE AUDIENCIA PARA LA HOMOLOGACIÓN DEFINITIVA POR PARTE DE LA CORTE**

(Kernitzki v. Quality Car Shippers, LLC, Corte Superior de Riverside, Caso No. CVRI2100564)

La Corte Superior del Estado de California autorizó esta Notificación. ¡Leer detenidamente!

No se trata de correo basura, ni de spam, ni de un anuncio o una solicitud por parte de un abogado. Usted no está siendo demandado.

Es elegible para recibir dinero de un juicio de acción de clase por parte de un empleado ("Acción") contra el Demandado Quality Car Shippers, LLC, una Compañía de Responsabilidad Limitada de California (se menciona en adelante como "QCS" o "Demandado") por presuntas violaciones en materia de salarios y horarios. La Acción fue presentada por el ex empleado de QCS, Kenneth Kernitzki, ("Demandante") y solicita el pago de (1) salarios adeudados y otras reparaciones para una clase de todos los conductores y exconductores, clasificados por el Demandado como contratistas independientes, que transportaron para el Demandado en cualquier momento durante el Período de la Clase ("Miembros de la Clase"); y (2) sanciones en virtud de la Ley de Procuraduría General Privada de California ("PAGA") para todos los Miembros de la Clase que trabajaron para QCS durante el Período de la PAGA ("Empleados Agraviados").

La PAGA es una ley de California que permite que los empleados demanden a sus empleadores por violaciones al derecho laboral, actúen en representación de sí mismos, otros empleados afectados y el estado de California. Pretende hacer cumplir las leyes laborales, proteger los derechos de los trabajadores y repartir las sanciones recaudadas entre el estado y los empleados afectados.

El Período de la Clase se extiende entre el 5 de febrero del 2017 y el 30 de marzo del 2023. El Período de la PAGA se extiende entre el 11 de septiembre del 2019 y el 30 de marzo del 2023.

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de Clase que exige que QCS financie los Pagos Individuales de la Clase, y (2) un Acuerdo en virtud de la PAGA que exige a QCS financiar los Pagos Individuales en virtud de la PAGA y pagar sanciones a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA") de California.

Según los registros de QCS y las estimaciones actuales de las Partes, **se estima que su Pago Individual de la Clase es \$«MERGED_ClassAmnt_CALC» (menos las retenciones) y su Pago Individual en virtud de la PAGA se estima en \$«MERGED_PAGAAmnt_CALC»**. El importe real que puede recibir probablemente será diferente en función de una serie de factores. (Si no se indica ningún importe para su Pago Individual en virtud de la PAGA, según los registros de QCS, usted no es elegible para un Pago Individual en virtud de la PAGA en función del Acuerdo porque no trabajó durante el Período de la PAGA).

Las estimaciones anteriores se basan en los registros de QCS que muestran que **usted trabajó «MERGED_ClassWW_CALC» semanas de trabajo durante el Período de la Clase y trabajó «MERGED_PAGAWW_CALC» semanas de trabajo durante el Período de la PAGA**. Si cree que trabajó más semanas de trabajo durante cualquier período, puede presentar una disputa antes de la fecha límite. Consulte la Sección 4 de esta Notificación.

La Corte ya ha homologado de manera preliminar el Acuerdo propuesto y homologó esta Notificación. La Corte no ha decidido aún si otorgará la homologación definitiva. Sus derechos legales se ven afectados ya sea que usted actúe o no. Lea atentamente esta Notificación. Se considerará que la ha leído con atención y entendido. En la Audiencia de Homologación Definitiva, la Corte decidirá si homologa definitivamente el Acuerdo y cuánto se pagará del Acuerdo al Demandante y a los abogados del Demandante ("Abogados de la Clase"). La Corte también decidirá si dicta una sentencia que exija a QCS realizar pagos en virtud del Acuerdo y exige que los Miembros de la Clase y los Empleados Agraviados renuncien a sus derechos a hacer valer determinados reclamos contra QCS.

Si trabajó para el QCS durante el Período de la Clase y/o el Período de la PAGA, tiene dos opciones básicas en función del Acuerdo:

- (1) **No hacer nada.** No tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago Individual en virtud de la PAGA. No obstante, como Miembro Participante de la Clase, renunciará a su derecho a hacer valer reclamos por salarios del Período de la Clase y reclamos por sanciones del Período de la PAGA contra QCS.

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NOTIFICACIÓN DE ACCIÓN DE CLASE Y DE ACUERDO DE LA PAGA HOMOLOGADA POR LA CORTE

- (2) **Excluirse del Acuerdo de Clase.** Puede excluirse del Acuerdo de Clase (no participar) presentando una Solicitud de Exclusión por escrito o notificar de otra forma al Administrador por escrito. Si se excluye del Acuerdo, no recibirá un Pago Individual de la Clase. No obstante, conservará el derecho de realizar reclamos por salarios del Período de la Clase contra QCS y, si es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual en virtud de la PAGA. No puede excluirse de la parte de la PAGA del Acuerdo propuesto.

QCS no tomará represalias en su contra por las decisiones que tome sobre este Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase y un Pago Individual en virtud de la PAGA (si corresponde). A cambio, renunciará a su derecho a realizar reclamos por salarios contra QCS que están cubiertos por este Acuerdo (Reclamos Exonerados).
Puede excluirse del Acuerdo de Clase, pero no del Acuerdo en virtud de la PAGA El plazo para excluirse es el 15 de julio del 2023	Si no desea participar completamente en el Acuerdo propuesto, puede excluirse del Acuerdo de Clase enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante de la Clase y ya no será elegible para un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden oponerse a ninguna parte del Acuerdo propuesto. Consulte la Sección 6 de esta Notificación. No puede excluirse de la parte de la PAGA del Acuerdo propuesto. QCS debe pagar los Pagos Individuales en virtud de la PAGA a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar al derecho a realizar Reclamos Exonerados (definidos a continuación).
Los Miembros Participantes de la Clase pueden oponerse Al Acuerdo de Clase pero no al Acuerdo en virtud de la PAGA Las oposiciones escritas deben presentarse antes del 15 de julio del 2023	Todos los Miembros de la Clase que no se excluyan (“Miembros Participantes de la Clase”) pueden oponerse a cualquier aspecto del Acuerdo propuesto. La decisión de la Corte de homologar definitivamente el Acuerdo incluirá una determinación sobre cuánto se pagará al Abogado de la Clase y a el Demandante que ejerció la Acción en nombre de la Clase. No es responsable personalmente por ningún pago al Abogado de la Clase o el Demandante, pero cada dólar pagado al Abogado de la Clase y al Demandante reduce el importe general pagado a los Miembros Participantes de la Clase. Puede oponerse a los importes solicitados por el Abogado de la Clase o el Demandante si cree que no son razonables. Consulte la Sección 7 de esta Notificación.
Puede participar en la Audiencia de Homologación Definitiva del 25 de julio del 2023	La Audiencia de Homologación Definitiva de la Corte está programada para realizarse el 25 de julio del 2023. No tiene que asistir, pero tiene el derecho de comparecer (o contratar un abogado para que comparezca en su nombre a su propio cargo), en persona, por teléfono o mediante la plataforma de comparecencia virtual de la Corte. Los Miembros Participantes de la Clase pueden oponerse verbalmente al Acuerdo en la Audiencia de Homologación Definitiva. Consulte la Sección 8 de esta Notificación.

Puede impugnar el cálculo de sus Semanas de Trabajo/Períodos de Pago	El importe de su Pago Individual de la Clase y el Pago en virtud de la PAGA (de haberlo) depende de las semanas de trabajo que trabajó al menos un día durante el Período de la Clase y cuántos Períodos de Pago trabajó al menos un día durante el Período de la PAGA respectivamente. La cantidad de Semanas de Trabajo del Período de la Clase y cantidad de Períodos de Pago de la PAGA que trabajó de acuerdo con los registros de QCS se indica en la primera página de esta Notificación. Si no está de acuerdo con alguna de estas cantidades, debe impugnarlas antes del 15 de julio del 2023. Consulte la Sección 4 de esta Notificación.
Las impugnaciones escritas deben enviarse antes del 15 de julio del 2023	

1. ¿DE QUÉ SE TRATA LA ACCIÓN?

El Demandante es un empleado de QCS. La Acción acusa a QCS de violar las leyes laborales de California al incumplir el pago de salarios mínimos, salarios tras la desvinculación, no reembolsar gastos ni proporcionar períodos de comida, períodos de descanso y talones de cheque precisos y desglosados. En función de los mismos reclamos, el Demandante también presentó un reclamo por sanciones civiles en virtud de la Ley de Procuraduría General Privada de California (§§ 2698, et seq., del Código Laboral) ("PAGA"). El Demandante es representado por los siguientes abogados en la Acción: The Kick Law Firm, APC (los "Abogados de la Clase").

QCS niega rotundamente haber violado la ley o incumplido el pago de salarios y sostiene que cumplió con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA ACCIÓN SE HA RESUELTO?

Hasta ahora, la Corte no ha determinado si QCS o el Demandante tiene la razón en cuanto al fondo de la cuestión. Mientras tanto, el Demandante y QCS entablaron negociaciones a través de los abogados durante varias semanas con el fin de resolver la Acción por acuerdo voluntario (resolver el caso) en lugar de continuar con el costoso y largo proceso del litigio. Las negociaciones fueron exitosas. Al firmar un extenso acuerdo escrito ("Acuerdo") y acordar conjuntamente solicitarle a la Corte dictar una sentencia que finalice la Acción y haga cumplir el Acuerdo, el Demandante y QCS han negociado un Acuerdo propuesto que está sujeto a la Homologación Definitiva de la Corte. Ambas partes aceptan que el Acuerdo propuesto es un compromiso de reclamos disputados. Al aceptar el acuerdo, QCS no admite ninguna violación ni concede el fundamento de ningún reclamo.

El Demandante y el Abogado de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque creen que: (1) QCS ha acordado pagar un importe justo, razonable y adecuado considerando la fuerza de los reclamos, los riesgos e incertidumbres de continuar con el litigio; y (2) el Acuerdo es en el mejor interés de los Miembros de la Clase y los Empleados Agraviados. La Corte ha determinado que hay suficiente evidencia para sugerir el Acuerdo propuesto podría ser justo, razonable y adecuado. En consecuencia, la Corte autorizó esta Notificación y programó una audiencia para determinar la Homologación Definitiva.

3. ¿CUÁLES SON LOS IMPORTANTES TÉRMINOS DEL ACUERDO PROPUESTO?

- A. OCS pagará \$450,000 como Importe Bruto del Acuerdo ("Acuerdo Bruto"). QCS aceptó depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Clase, los Pagos Individuales en virtud de la PAGA, en el Aumento en el Pago al Representante de la Clase, los honorarios y gastos de los Abogados de la Clase, los gastos del Administrador y las sanciones pagaderas a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California ("LWDA"). Suponiendo que la Corte otorgue la Homologación Definitiva, QCS financiará el Acuerdo Bruto en el plazo de 20 días a partir de la homologación definitiva del acuerdo por parte de la Corte Superior o el 14 de junio del 2023, lo que sea posterior. La Sentencia será definitiva en la fecha en la que la Corte la dicte, o en una fecha posterior si los Miembros Participantes de la Clase se oponen al Acuerdo propuesto o si se apela la Sentencia.
- B. Deducciones del Acuerdo Bruto homologadas por la Corte. En la Audiencia de Homologación Definitiva, el Demandante y/o el Abogado de la Clase le solicitarán a la Corte que homologue las siguientes deducciones del Acuerdo Bruto, cuyos importes serán decididos por la Corte en la Audiencia de Homologación Definitiva:

- i. Hasta un tercio (33 & 1/3%) del Acuerdo Bruto, el cual se estima que actualmente es \$150,000 para el Abogado de la Clase por honorarios de abogados y hasta \$15,000 por sus gastos de litigación. Hasta la fecha, el Abogado de la Clase ha trabajado y contraído gastos en la Acción sin paga.
- ii. Hasta \$10,000 como un Aumento en el Pago al Representante de la Clase por presentar la Acción, trabajar con los Abogados de la Clase y representar a la Clase. Un Aumento para el Representante de la Clase será el único dinero que el Demandante recibirá aparte del Pago Individual de la Clase del Demandante y cualquier Pago Individual en virtud de la PAGA.
- iii. Hasta \$7,000 al Administrador por los servicios administración del Acuerdo.
- iv. Hasta \$30,000 por las Sanciones en virtud de la PAGA, asignado un 75% al Pago en virtud de la PAGA de la LWDA y un 25% en Pagos Individuales en virtud de la PAGA a los Empleados Agraviados según sus Períodos de Pago del Período de la PAGA.

Los Miembros Participantes de la Clase tienen derecho a oponerse a ninguna de estas deducciones. La Corte tendrá en cuenta todas las oposiciones.

- C. Acuerdo Neto Distribuido a los Miembros de la Clase. Luego de realizar las deducciones anteriores en los importes homologados por la Corte, el Administrador distribuirá el resto del Acuerdo Bruto (“Acuerdo Neto”) al realizar Pagos Individuales de la Clase a los Miembros Participantes de la Clase según sus Semanas de Trabajo del Período de la Clase.
- D. Impuestos adeudados en pagos a los Miembros de la Clase. El Demandante y QCS solicitan a la Corte que homologue una asignación del 20% de cada Pago Individual de la Clase a los salarios imponibles (“Parte Salarial”) y 80% a intereses y sanciones (“Parte No Salarial”). La Parte Salarial está sujeta a retenciones y deberá informarse en los Formularios W-2 del IRS. Los Pagos Individuales en virtud de la PAGA son contabilizan como sanciones en lugar de salarios para fines impositivos. El Administrador informará los Pagos Individuales en virtud de la PAGA y las Partes No Salariales de los Pagos Individuales de la Clase en los Formularios 1099 del IRS.

Si bien el Demandante y el QCS han aceptado estas asignaciones, ninguna de las partes lo asesora sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en impuestos. Usted tiene la responsabilidad de pagar todos los impuestos (incluidas las sanciones e intereses en impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar a su asesor impositivo si tiene alguna pregunta sobre las consecuencias impositivas del Acuerdo propuesto.

- E. Necesidad de cobrar rápidamente los cheques de pago. El anverso de cada cheque emitido por los Pagos Individuales de la Clase y los Pagos Individuales en virtud de la PAGA mostrará fecha de vencimiento del cheque (la fecha de anulación). Si no lo cobra antes de la fecha de anulación, su cheque se cancelará automáticamente y perderá irrevocablemente el dinero que este representa, ya que se destinará a organizaciones sin fines de lucro (“Beneficiarios *Cy Pres*”).
- F. Solicitud de Exclusión del Acuerdo de Clase (exclusiones). Será tratado como un Miembro Participante de la Clase que participa plenamente en el Acuerdo de Clase, a menos que notifique al Administrador por escrito que desea excluirse a más tardar el 15 de julio del 2023. Para notificar al Administrador, envíe un Formulario de Solicitud de Exclusión completo y firmado antes de la Fecha Límite para la Respuesta. El Formulario de Solicitud de Exclusión adjunto debe establecer el nombre, la dirección actual y el número de teléfono del Miembro de la Clase. Los Miembros de la Clase Excluidos (es decir, los Miembros No Participantes de la Clase) no recibirán Pagos Individuales de la Clase, pero conservarán sus derechos a llevar a cabo los reclamos por salarios y horarios contra QCS.

No puede excluirse de la parte de la PAGA del Acuerdo. Los Miembros de la Clase que se excluyen del Acuerdo de la Clase (Miembros No Participantes de la Clase) siguen siendo elegibles para los Pagos Individuales en virtud de la PAGA y deben renunciar a sus derechos a llevar a cabo reclamos en virtud de la PAGA contra QCS, según los hechos del Período de la PAGA afirmados en la Acción.

- G. El Acuerdo Propuesto será nulo si la Corte rechaza la Homologación Definitiva. Es posible que la Corte se niegue a otorgar la Homologación Definitiva del Acuerdo o dictar una Sentencia. También es posible que la Corte dicte una Sentencia que sea revocada en la apelación. Los Demandantes y QCS acordaron que, en cualquier caso, el Acuerdo será nulo: QCS no realizará ningún pago y los Miembros de la Clase no exonerarán ningún reclamo contra los QCS.
- H. Administrador. La Corte designó a una compañía neutral, Simpluris, Inc. (el “Administrador”) para enviar esta Notificación, calcular y realizar pagos y tramitar las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá sobre las disputas del Miembro de la Clase sobre las Semanas de Trabajo, enviará y reenviará por correo los cheques del acuerdo y formularios impositivos y realizará otras actividades necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de esta Notificación.
- I. Exoneración de los Miembros Participantes de la Clase. Luego de que la Sentencia sea definitiva y QCS haya financiado completamente el Acuerdo Bruto y pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros Participantes de la Clase no podrán hacer valer ninguno de los reclamos exonerados en virtud del Acuerdo. Esto significa que, a menos que usted haya optado por excluirse del Acuerdo de Clase de forma válida, no puede demandar, seguir demandando ni ser parte de ningún otro juicio contra QCS (o sus funcionarios, directores, empleados y agentes, incluidos sus propietarios y agentes gestores) por los salarios en función de los hechos del Período de la Clase y las sanciones en virtud de la PAGA según los hechos del Período de la PAGA, como se afirman en la Acción y resuelven por este Acuerdo.

Los Miembros Participantes de la Clase quedarán sujetos a la siguiente exoneración:

Todos los Miembros Participantes de la Clase, en su nombre y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios pasados y presentes, exoneran a las Partes Exoneradas de todos los reclamos que se afirmaron, o podrían haberse afirmado, en función de los hechos del Período de la Clase expuestos en la Demanda Vigente. Salvo lo que se establece en la Sección 5.4 del Acuerdo, los Miembros Participantes de la Clase no exoneran ningún otro reclamo, incluidos aquellos por beneficios adquiridos, despido improcedente, violación de la Ley de Igualdad en el Empleo y la Vivienda, seguro por desempleo, discapacidad, seguridad social, indemnización por accidentes de trabajo o reclamos sobre hechos que ocurrieron fuera del Período de la Clase.

- J. Exoneración en virtud de la PAGA de los Empleados Agraviados. Luego de que la sentencia de la Corte sea definitiva y QCS haya pagado el Acuerdo Bruto y pagado por separado los impuestos de la nómina de pago del lado del empleador, se les impedirá a todos los Empleados Agraviados que hagan valer los reclamos en virtud de la PAGA contra QCS, ya sea que se excluyan o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos aquellos que son Miembros Participantes de la Clase y los que se excluyen del Acuerdo de Clase, no pueden demandar, seguir demandando ni participar en cualquier otro reclamo en virtud de la PAGA contra QCS (o sus funcionarios, directores, empleados y agentes, incluidos sus propietarios y agentes gestores) en función de los hechos del Período de la PAGA afirmados en la Acción y resueltos por este Acuerdo.

Las Exoneraciones de los Empleados Agraviados para Miembros Participantes y No Participantes de la Clase son las siguientes:

Se considera que todos los Miembros Participantes y No Participantes de la Clase que sean Empleados Agraviados exoneran, en su nombre y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios pasados y presentes a las Partes Exoneradas de todos los reclamos por sanciones en virtud de la PAGA que se afirmaron o podrían haberse afirmado de forma razonable, en función de los hechos del Período de la PAGA expuestos en la Demanda Vigente y la Notificación de la PAGA.

4. **¿DE QUÉ FORMA EL ADMINISTRADOR CALCULARÁ MI PAGO?**

- A. Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase mediante (a) la división del Importe Neto del Acuerdo por la cantidad total de Semanas de Trabajo trabajadas por todos los Miembros Participantes de la Clase y (b) la multiplicación del resultado por la cantidad de Semanas de Trabajo trabajada por cada Miembro Participante de la Clase.
- B. Pago Individual en virtud de la PAGA. El Administrador calculará los Pagos Individuales en virtud de la PAGA al (a) dividir \$7,500 por la cantidad total de Períodos de Pago de la PAGA trabajados por los Empleados Agraviados y (b) multiplicar el resultado por la cantidad de Períodos de Pago del Período de la PAGA trabajada por cada Empleado Agraviado.
- C. Disputas a las Semanas de Trabajo/Período de Pago. La cantidad de Semanas de Trabajo de la Clase que trabajó durante el Período de la Clase y la cantidad de Períodos de Pago de la PAGA que trabajó durante el Período de la PAGA, según consta en los registros QCS, se indican en la primera página de esta Notificación. Tendrá hasta el 15 de julio del 2023 para disputar la cantidad de Semanas de Trabajo y/o Períodos de Pago que se le hayan acreditado. Puede presentar su disputa al firmar y enviar una carta al Administrador por correo, correo electrónico o fax. La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

Debe respaldar su disputa mediante el envío de copias de los recibos de pago u otros registros. El Administrador aceptará el cálculo de las Semanas de Trabajo y/o Períodos de Pago de QCS en función de sus registros como preciso, a menos que envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de los originales porque los documentos no le serán devueltos. El Administrador resolverá las disputas de la Semana de Trabajo y/o Período de Pago en función de su presentación y los aportes del Abogado de la Clase (que abogará en nombre de los Miembros Participantes de la Clase) y el Abogado de QCS. La decisión del Administrador es definitiva. No puede apelar ni disputar esta decisión definitiva.

5. **¿CÓMO ME PAGARÁN?**

- A. Miembros Participantes de la Clase. El Administrador enviará, por correo de EE. UU., un único cheque a cada Miembro Participante de la Clase (es decir, cada Miembro de la Clase que no se excluya), incluidos aquellos que también califican como Empleados Agraviados. El cheque único combinará el Pago Individual de la Clase y el Pago Individual en virtud de la PAGA.
- B. Miembros No Participantes de la Clase. El Administrador enviará, por correo de EE. UU., un único cheque del Pago individual en virtud de la PAGA a cada Empleado Agraviado que se excluya del Acuerdo de Clase (es decir, todo Miembro No Participante de la Clase).

Su cheque será enviado a la misma dirección que esta Notificación. Si cambia de dirección, asegúrese de notificar al Administrador lo antes posible. La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

6. **¿CÓMO ME EXCLUYO DEL ACUERDO DE CLASE?**

Complete y envíe una Solicitud de Exclusión al Administrador antes de la Fecha Límite para la Respuesta si desea excluirse del Acuerdo de Clase. Para su conveniencia, se adjunta un Formulario de Solicitud de Exclusión a esta Notificación. Asegúrese de firmar personalmente su formulario de solicitud e incluir la

información de identificación (nombre completo, dirección y los últimos cuatro dígitos del número del Seguro Social o el número de identificación fiscal a efectos de verificación). Debe realizar la solicitud usted mismo. Si alguien más realiza la solicitud por usted, no será válida. **El Administrador debe recibir su solicitud de exclusión antes del 15 de julio del 2023, o será inválida.** La Sección 9 de la Notificación tiene la información de contacto del Administrador.

7. ¿CÓMO ME Opongo AL ACUERDO?

Solo los Miembros Participantes de la Clase tienen derecho a oponerse al Acuerdo. Antes de decidir si se opone, puede que quiera ver lo que el Demandante y QCS le solicitan a la Corte que apruebe. Al menos 16 días antes de la Audiencia de Homologación Definitiva, el Abogado de la Clase y/o el Demandante presentarán ante la Corte (1) una Solicitud de Homologación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo y (2) una Solicitud por Honorarios, Gastos del Litigio y un Aumento en el pago por el servicio que indique (i) el importe que el Abogado de la Clase solicita por los honorarios y gastos del litigio de los abogados; y (ii) el importe que el Demandante solicita como Aumento en el Pago del Representante de la Clase. Previa solicitud razonable, el Abogado de la Clase (cuya información de contacto se encuentra en la Sección 9 de esta Notificación) le enviará copias de estos documentos sin ningún costo para usted. También puede verlos en el sitio web del Administrador www.simpluris.com/case-search/ o en el sitio web de la Corte <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

Puede que un Miembro Participante de la Clase que no esté de acuerdo con cualquier aspecto del Acuerdo o la Solicitud de Homologación Definitiva y/o Solicitud por Honorarios, Gastos del Litigio y una Adjudicación por Servicios quiera objetar, por ejemplo, que el Acuerdo propuesto es injusto, o que los importes solicitados por el Abogado de la Clase o el Demandante son muy altos o muy bajos. **La fecha límite para el envío de oposiciones escritas al Administrador es el 15 de julio del 2023.** Encontrará adjunto el Formulario de Oposición que puede completar y enviar al Administrador. Asegúrese de informarle al Administrador a qué se opone, por qué se opone y cualquier hecho que respalde su oposición. Asegúrese de identificar la Acción *Kernitzki v. Quality Car Shippers, LLC*, Corte Superior de Riverside, Caso No. CVRI2100564 e incluya su nombre, dirección actual, número de teléfono, fechas de empleo aproximadas con QCS y firme la oposición. La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

De forma alternativa, un Miembro Participante de la Clase puede oponerse (o contratar personalmente un abogado que se oponga a su propio cargo) al comparecer ante la Audiencia de Homologación Definitiva. Usted (o su abogado) debe estar preparado para decirle a la Corte a qué se opone, por qué se opone y todo hecho que respalde su oposición. Consulte la Sección 8 de esta Notificación (inmediatamente a continuación) para conocer los detalles de la Audiencia de Homologación Definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA?

Puede, pero no tiene la obligación de asistir a la Audiencia de Homologación Definitiva el 25 de julio del 2023 a las 8:30 a.m., en el Departamento 10 de la Corte Superior de Riverside, ubicada en 4050 Main Street, Riverside, CA 92501. En la Audiencia, el juez decidirá si otorga la Homologación Definitiva del Acuerdo y cuánto del Acuerdo Bruto se pagará al Abogado de la Clase, el Demandante y el Administrador. La Corte invitará a las personas que se oponen, el Abogado de la Clase y al Abogado del Demandado a presentar sus comentarios antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) de forma presencial o virtual a través del enlace de Zoom del departamento, al que se puede acceder a través del sitio web de la Corte Superior de Riverside en <https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php>. Consulte el sitio web de la Corte para la información más actualizada.

Es posible que la Corte re programe la Audiencia de Homologación Definitiva. Debe verificar en el sitio web del Administrador con anticipación o contactar al Abogado de la Clase para verificar la fecha y hora de la Audiencia de Homologación Definitiva.

9. **¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?**

El Acuerdo detalla todo lo que QCS y el Demandante han prometido hacer en virtud de la Acción de Clase y el Acuerdo en virtud de la PAGA ("Acuerdo") propuestos. La forma más fácil de leer Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es dirigirse al sitio web de Simpluris www.simpluris.com/case-search. Asimismo, puede llamar o enviar un correo electrónico al Abogado de la Clase o al Administrador utilizando la información de contacto detallada a continuación o consultar el sitio web de la Corte Superior del Condado de Riverside dirigiéndose a <https://epublic-access.riverside.courts.ca.gov/public-portal/> e ingresando el Número del Caso para la Acción, el Caso No. CVRI2100564. El Acuerdo se presentó ante la Corte Superior del Condado de Riverside, ubicada en 4050 Main Street, Riverside, CA 92501, el 30 de marzo del 2023, como Anexo 1 a la Declaración de Greg Taylor, en apoyo a la Solicitud de Homologación Preliminar de la Clase y del Acuerdo de Acción de Representación en virtud de la PAGA por parte del Demandante.

**NO LLAME A LA CORTE SUPERIOR PARA OBTENER INFORMACIÓN
SOBRE EL ACUERDO**

Abogados de la Clase:

Nombres de los abogados: Taras Kick, Greg Taylor

Direcciones de correo electrónico: taras@kicklawfirm.com; greg@kicklawfirm.com

Nombre de la firma: The Kick Law Firm, APC

Dirección postal: 815 Moraga Drive, Los Angeles, CA 90049

Teléfono: (310) 395-2988

Administrador del Acuerdo:

Nombre de la Compañía: Simpluris, Inc.

Dirección de correo electrónico: CaseSupport@Simpluris.com

Dirección postal: P.O. Box 26170 Santa Ana, CA 92799

Teléfono: (888) 369-3780

10. **¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?**

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que solicite la sustitución antes de la fecha de caducidad que figura en el anverso del cheque original. Si su cheque ya es nulo, no tendrá forma de recuperar el dinero.

11. **¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?**

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia su dirección postal.

REQUEST FOR EXCLUSION FORM

KENNETH KERNITZKI v. QUALITY CAR SHIPPERS, LLC
(Riverside County Superior Court, Case Number CVRI2100564)

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE CLASS ACTION KNOWN AS *KENNETH KERNITZKI v. QUALITY CAR SHIPPERS, LLC* (Riverside County Superior Court, Case Number CVRI2100564).

IF YOU OPT OUT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS SETTLEMENT AMOUNT. HOWEVER, EXCLUSION FROM THE CLASS SETTLEMENT WILL NOT RESULT IN EXCLUSION FROM THE PAGA SETTLEMENT.

I confirm that I drove for Quality Car Shippers, LLC for some portion or all of the period beginning on February 5, 2017, and ending on March 30, 2023.

I do not wish to receive any class payment under the terms of the proposed class action settlement or to otherwise participate in the proposed class settlement.

Date: _____

Signature: _____

Print Name: _____

Last Four Digits of Social Security Number or Tax ID Number: _____

Residence Street Address: _____

City, State, and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, AND MAILED BY FIRST CLASS MAIL AND POSTMARKED ON OR BEFORE JULY 15, 2023.

Send this signed Request for Exclusion Form to the Settlement Administrator:

Kenneth Kernitzki v. Quality Car Shippers, LLC
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-3780
Fax: (714) 824-8591

IF YOU WANT TO RECEIVE A CLASS SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

KENNETH KERNITZKI v. QUALITY CAR SHIPPERS, LLC
(Corte Superior del Condado de Riverside, Caso No. CVRI2100564)

SOLO COMPLETE ESTE FORMULARIO DE SOLICITUD DE EXCLUSIÓN SI DESEA EXCLUIRSE (NO PARTICIPAR) DEL ACUERDO DE LA ACCIÓN DENOMINADA KENNETH KERNITZKI v. QUALITY CAR SHIPPERS, LLC (Corte Superior del Condado de Riverside, Caso No. CVRI2100564).

SI SE EXCLUYE, NO RECIBIRÁ NINGUNA SUMA DE DINERO DE ESTE IMPORTE DEL ACUERDO DE LA CLASE. NO OBSTANTE, LA EXCLUSIÓN DEL ACUERDO NO TENDRÁ COMO RESULTADO SU EXCLUSIÓN DEL ACUERDO EN VIRTUD DE LA PAGA.

Confirmando que conduje para Quality Car Shippers, LLC durante una parte o la totalidad del período que comenzó el 5 de febrero del 2017 y finalizó el 30 de marzo del 2023.

No deseo recibir ningún pago de la clase conforme a los términos del acuerdo de acción de clase propuesto, ni participar del acuerdo propuesto de otro modo.

Fecha: _____

Firma: _____

Nombre en letra de imprenta: _____

Últimos Cuatro Dígitos del Número de Seguro Social o Número de Identificación Fiscal: _____

Dirección de residencia: _____

Ciudad, Estado y Código Postal: _____

PARA QUE SEA VÁLIDO, ESTE FORMULARIO DE SOLICITUD DE EXCLUSIÓN DEBERÁ SER COMPLETADO, FIRMADO Y ENVIADO CORREO DE PRIMERA CLASE, CON SELLO POSTAL DEL 15 DE JULIO DEL 2023, O UNA FECHA ANTERIOR.

Envíe este Formulario de Solicitud de Exclusión firmado al Administrador del Acuerdo:

KENNETH KERNITZKI v. QUALITY CAR SHIPPERS, LLC
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Teléfono: (888) 369-3780
Fax: (714) 824-8591

SI DESEA RECIBIR UN PAGO DEL ACUERDO DE LA CLASE NO PRESENTE ESTE FORMULARIO.

OBJECTION FORM

KENNETH KERNITZKI v. QUALITY CAR SHIPPERS, LLC
(Riverside County Superior Court, Case Number CVRI2100564)

**TO OBJECT TO THE SETTLEMENT, YOU MUST FILL OUT, SIGN, AND RETURN THIS FORM,
POSTMARKED ON OR BEFORE JULY 15, 2023, TO THE SETTLEMENT ADMINISTRATOR AT
THE BELOW ADDRESS:**

Kenneth Kernitzki v. Quality Car Shippers, LLC
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-3780
Fax: (714) 824-8591

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

NAME: _____

FORMER NAMES (IF ANY): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

TELEPHONE NUMBER: _____

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED
SETTLEMENT.**

I object to the settlement for the following reasons:

(Attach additional pages if necessary.)

Signature: _____

Signed on _____, 2023

FORMULARIO DE OPOSICIÓN

KENNETH KERNITZKI v. QUALITY CAR SHIPPERS, LLC
(Corte Superior del Condado de Riverside, Caso No. CVRI2100564)

**PARA OPONERSE AL ACUERDO, DEBE COMPLETAR, FIRMAR Y DEVOLVER ESTE
FORMULARIO CON SELLO POSTAL A MÁS TARDAR DEL 15 DE JULIO DEL 2023 AL
ADMINISTRADOR DEL ACUERDO, A LA SIGUIENTE DIRECCIÓN:**

KENNETH KERNITZKI v. QUALITY CAR SHIPPERS, LLC
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Teléfono: (888) 369-3780
Fax: (714) 824-8591

INFORMACIÓN DE IDENTIFICACIÓN
Verifique y/o complete toda información faltante:

NOMBRE: _____

NOMBRES ANTERIORES (SI LOS HUBIERA): _____

DIRECCIÓN LÍNEA 1: _____

DIRECCIÓN LÍNEA 2: _____

NÚMERO DE TELÉFONO: _____

**ESTE FORMULARIO DEBE UTILIZARSE SOLO SI DESEA OPONERSE AL ACUERDO
PROPUESTO.**

Me opongo al acuerdo por los siguientes motivos:

(Adjunte páginas adicionales si fuese necesario).

Firma: _____ Firmado el _____ del 2023

EXHIBIT D



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

Estimate #: 15395 Prepared By: Kimberly Sutherland
Estimate Date: 11/16/2022 Direct Dial #: 321.223.5067
Email: ksutherland@simpluris.com

Attorney/Client: **Plaintiff Attorney** Greg Taylor
Firm: The Kick Law Firm, APC
Email:
Defense Attorney Victor Cosentino
Firm: LARSON & GASTON, LLP
Email: <victor.cosentino@larsongaston.com>

Case Name: Quality Car Shippers, LLC Kernitzkl: Notification

Capped Total Cost \$7,000

Terms:

- 1) Estimated Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.
2) Case setup and Notification fees to be invoiced prior to mailing.

Total Possible Class Size: 110 Undeliverable Rate: 10%
Response Rate: 2% Call Rate: 11%
Mailing Document Language: English/Spanish Fund Distribution: N/A
Reminder Postcard: No Redistribution: N/A

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup, Online posting of documents	\$125.00	3	\$375.00
Toll Free number/Live Call Center Support	\$500.00	1	\$500.00
Translation 10 pages	\$0.25	5000	\$1,250.00
Database Manager - Initial Data Analysis	\$140.00	3	\$420.00
Total			\$2,545.00

Notification

Mail Notice Packet - 10 pg Notice with merged data, English only			
Category	Unit Value	# of Units	Total
Mailing Notice Packet	\$1.25	110	\$137.50
Postage	\$0.58	110	\$63.80
NCOA/CASS/LACS	\$25.00	1	\$25.00
Undeliverable Processing for USPS and Email	\$0.25	28	\$6.88
Skip Trace	\$1.00	28	\$27.50
Remail	\$0.70	23	\$16.36
Postage	\$0.58	23	\$13.58
Pre paid postage for replies	\$0.63	2	\$1.39
Clerical	\$50.00	1	\$50.00
Total			\$341.98

Claims Administration

Project Management			
Category	Unit Value	# of Units	Total
Process Opt-Out's	\$3.50	2	\$7.70
Project Manager	\$125.00	2	\$250.00
Weekly Reporting to Counsel	WAIVED	4 Wks of Reporting	\$0.00
Total			\$257.70

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members - 1099's - File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$750.00	1	\$750.00
Print & Mail Check, 1099W-2/ 1- Page notice included	\$3.00	110	\$330.00
Postage	\$0.58	110	\$63.80
Process Returned Checks	\$0.50	11	\$5.50
Skip Trace Search Undeliverable Checks	\$5.00	11	\$55.00
Remail Checks	\$5.00	11	\$55.00
QSF Account Reconciliation	\$250.00	1	\$250.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee, 2022	\$1,350.00	1	\$1,350.00
Reissuing Checks/Mailing	\$5.00	1	\$5.00
Postage	\$0.58	1	\$0.58
Disbursement Manager	\$125.00	1	\$125.00
Total			\$3,784.88



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

Class Action Settlement Administration

Case Wrap Up

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

Total Case Costs \$7,229.56



Class Action Settlement Administration

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

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