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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

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

Plaintiff,

vs.

NEW PENN FINANCIAL, LLC, a Delaware
corporation; NEWREZ, LLC, a Delaware
company; and DOES 2 through 100,
inclusive,

Defendants.

Case No.: 34-2018-00233729-CU-OE-GDS

Honorable Shama H. Mesiwala
Department 53

CLASS ACTION

**DECLARATION OF ZACH COOLEY
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

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

Reservation No.: 2561826

Date: July 29, 2021
Time: 1:30 p.m.
Department: 53

Complaint Filed: May 25, 2018
FAC Filed: September 26, 2018
SAC Filed: April 19, 2021
Trial Date: None Set

DECLARATION OF ZACH COOLEY

I, **ZACH COOLEY**, declare the following facts to be true and correct and if called as a witness would testify competently to the same:

1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the settlement administrator in the above-entitled action (“Action”). My business address is 3194-C Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5616. I am over 21 years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a class action settlement administration company headquartered 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 the Court as Settlement Administrator to administer the settlement in accordance with the terms of the Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by the parties in the Action. Simpluris has been responsible, among other things, for: (a) formatting, printing, and mailing the Notice of Class Action Settlement (“Notice Packet”); (b) performing skip-trace searches on Notice Packets returned as undeliverable; (c) re-mailing the Notice Packets to any updated addresses located by skip-trace search; (d) receiving, reviewing, and processing written requests for exclusion from the Settlement (“Requests for Exclusion”), written objections to the Settlement (“Objections”), and/or disputes of the total number of actual weeks worked by the Class Members during the Class Period (“Qualifying Workweeks”); (e) calculating each Class Member’s estimated *pro rata* share of the Net Settlement Fund (“Individual Settlement Share”); and (f) handling inquiries from Class Members regarding the Settlement. If the Court grants final approval of the Settlement, Simpluris will be responsible, among other things, for: (g) calculating the net payment of each Participating Class Member’s Individual Settlement Share, after reduction for the employee’s and employer’s share of taxes and withholdings for the wages portion of the Individual Settlement Shares (the net payment is referred to as their “Individual Settlement Payment”); (h) mailing Individual Settlement Payment checks to Participating Class Members; (i)

1 issuing W-2 and 1099 forms and tax-reporting following final approval; (j); calculating and
2 disbursing the Attorneys' Fees and Costs Payment, Service Payment, and LWDA Payment; and
3 (k) for such other tasks as the parties mutually agree or the Court orders Simpluris to perform.

4 **NOTIFICATION TO THE CLASS**

5 4. On April 29, 2021, Simpluris received the Court-approved Notice Packet from Class
6 Counsel. The Notice Packet advised Class Members of their right to opt out from the Settlement,
7 object to the Settlement, dispute the Qualifying Workweeks credited to them, or do nothing, and the
8 implications of each such action. The Notice Packet advised Class Members of applicable deadlines
9 and other events, including the Final Approval Hearing, and how Class Members could obtain
10 additional information. Each Class Member's estimated Individual Settlement Share was pre-printed
11 in the Notice Packet with the name and address of the Class Member, dates used to calculate his/her
12 estimated Individual Settlement Share, and instructions for challenging the dates. A true and correct
13 copy of a sample Notice Packet is attached hereto as **Exhibit A**.

14 5. On May 7, 2021, counsel for Defendants provided Simpluris with a mailing list
15 containing the full name, last known mailing address, job title, telephone number, Social Security
16 Number, and dates of employment from which Simpluris could calculate the total number of
17 Qualifying Workweeks (collectively, "Class List and Data"). The Class List and Data contained
18 data for four hundred forty-seven (447) unique individuals identified as Class Members.

19 6. The mailing addresses contained in the Class List and Data were processed and
20 updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S.
21 Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service. In the
22 event that any individual had filed a U.S. Postal Service change of address request, the address listed
23 with the NCOA was utilized in connection with the mailing of the Notice Packets.

24 7. On May 20, 2021, after updating the mailing addresses through the NCOA, Notice
25 Packets were mailed via First Class Mail to the four hundred forty-seven (447) Class Members
26 contained in the Class List and Data.

27
28 ///

8. 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. As of the date of this declaration, Simpluris has received fifty-one (51) Notice Packets returned as undeliverable, of which four (4) had a forwarding address. For the four (4) Notice Packets returned as undeliverable with a forwarding address, Simpluris promptly re-mailed the Notice Packets to those forwarding address. For the forty-seven (47) Notice Packets returned as undeliverable without a forwarding address, Simpluris used the Class Member's name, previous address, and Social Security Number to locate a current address. Through the advanced address searches, Simpluris was able to locate forty-three (43) updated addresses and Simpluris promptly re-mailed Notice Packets to those updated addresses. Ultimately, four (4) Class Members' Notice Packets remain undeliverable because Simpluris was unable to locate a current address.

EXCLUSIONS AND OBJECTIONS

9. Class Members had thirty-five (35) calendar days after the initial mailing of the Notice Packet to Class Members to dispute the number of Qualifying Workweeks credited to each of them, submit an Objection, and/or submit a Request for Exclusion (“Notice Response Deadline”). The Notice Response Deadline was June 24, 2021.

10. As of this date, Simpluris has received zero (0) Requests for Exclusion from Class Members.

11. As of this date, Simpluris has received zero (0) Objections from Class Members.

12. As of this date, Simpluris has received zero (0) disputes to the number of Qualifying Workweeks credited to each Class Member.

13. A true and correct copy of the most current weekly report is attached hereto as **Exhibit B.**

BREAKDOWN OF SETTLEMENT FUND

14. As of this date, there are four hundred forty-seven (447) Class Members who have not, by the Notice Response Deadline, postmarked a Request for Exclusion and are therefore deemed to be Participating Class Members, representing 100% of the Class. These Participating Class

Members will be paid their portion of the Net Settlement Fund, estimated to be \$1,565,300.00. The Net Settlement Fund available to pay Participating Class Members was determined as follows:

Gross Settlement Fund:	\$3,000,000.00
Less Attorneys' Fees (Requested)	-\$1,140,000.00
Less Litigation Costs (Requested)	-\$ 85,000.00
Less Administration Costs:	-\$ 7,200.00
Less Service Payment (Requested)	-\$ 15,000.00
Less LWDA Payment (75% of \$250,000):	-\$ 187,500.00

NET SETTLEMENT FUND	\$1,565,300.00
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15. As of this date, the *highest* Individual Settlement Share to be paid is approximately \$18,469.27 and the *average* Individual Settlement Share to be paid is approximately \$3,501.79. These amounts are subject to reduction for the employee's and employer's share of taxes and withholdings for the wages portion of the Individual Settlement Shares ("Withholding and Taxes").

16. As of this date, the employer's share of taxes and withholdings for the wages portion of the Individual Settlement Shares is estimated to be \$60,059.11.

ADMINISTRATION COSTS

17. 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 \$7,200.00. 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. A true and correct copy of the invoice stating Simpluris' Administration Costs is attached hereto as **Exhibit C**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this June 28, 2021, in Louisville, Kentucky.



ZACH COOLEY

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Marco Rodriguez v. New Penn Financial, LLC, et al.
Superior Court of California for the County of Sacramento, Case No. 34-2018-00233729

PLEASE READ THIS NOTICE CAREFULLY.

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

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

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

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«BarcodeString»

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Marco Rodriguez ("Plaintiff") and Defendant NewRez LLC (formerly known as "New Penn Financial, LLC") ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Marco Rodriguez v. New Penn Financial, LLC, et al.*, Sacramento County Superior Court, Case No. 34-2018-00233729 ("Action"), which may affect your legal rights. On April 15, 2021, the Court granted preliminary approval of the settlement and scheduled a hearing on July 29, 2021, at 1:30 PM ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

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

"Class Member" means a member of the Class.

"Class Period" means the period beginning May 25, 2014 and ending on April 15, 2021.

II. BACKGROUND OF THE ACTION

On May 25, 2018, Marco Rodriguez commenced the Action by filing the Class Action Complaint for Damages in the Sacramento County Superior Court. On April 19, 2021, Plaintiff filed the Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), adding a cause of action under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, include commission, bonus, and/or incentive pay in the regular rate of pay for overtime purposes, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action and denies that it violated any law. The Court did not decide the merits of the allegations or whether any law was violated.

The Parties participated in formal mediation sessions with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On April 15, 2021, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Administrator"), Plaintiff Marco Rodriguez as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

///

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

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Million Dollars (\$3,000,000) (the "Gross Settlement Fund"). The portion of the Gross Settlement Fund that is available for payment to Class Members who have not, by the Notice Response Deadline, postmarked a Request for Exclusion ("Participating Class Members") is referred to as the "Net Settlement Fund." The Net Settlement Fund will be the Gross Settlement Fund less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs Payment, consisting of attorneys' fees in the amount of 38% of the Gross Settlement Fund (i.e., \$1,140,000) and reimbursement of litigation costs and expenses in an amount up to \$85,000 to Class Counsel; (2) Service Payment in an amount not to exceed \$15,000 to Plaintiff for his service in the Action; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of \$187,500 for its 75% portion of the PAGA Payment ("LWDA Payment"); and (4) Administration Costs in an amount estimated not to exceed \$10,000 to the Administrator. Note: a total of \$250,000 from the Gross Settlement Fund has been allocated for resolution of the claims for penalties under the Private Attorneys General Act ("PAGA Payment"), of which the LWDA will be paid 75% and the remaining 25% (i.e., \$62,500) will be a part of the Net Settlement Fund for distribution to Participating Class Members.

Class Members are eligible to receive payment under the Settlement of their share of the Net Settlement Fund ("Individual Settlement Share") on a *pro rata* basis based on the number of actual weeks that they worked for Defendant during the Class Period ("Qualifying Workweeks"). The Administrator has divided the Net Settlement Fund by the total number of Qualifying Workweeks worked by the entire Class during the Class Period to arrive at a "Workweek Value," and multiplied the Workweek Value by the number of Qualifying Workweeks worked by each Class Member to yield his or her Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated as twenty percent (20%) to wages which will be reported on an IRS Form W2 and eighty percent (80%) to interest, penalties, and non-wage damages which will be reported on an IRS Form 1099 (if applicable). Participating Class Members will be issued payment of their respective Individual Settlement Share, subject to reduction for the employee's and employer's share of withholdings and taxes with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as their "Individual Settlement Payment").

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

B. Your Qualifying Workweeks Based on Defendant's Records

According to Defendant's records:

From May 25, 2014 to April 15, 2021, you worked for Defendant as a non-exempt or hourly-paid employee in California for «MERGED_WW_CALC» Qualifying Workweeks.

C. Your Estimated Individual Settlement Share

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

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

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

D. Release of Claims

If the Court grants final approval of the Settlement, upon the Effective Date, Plaintiff and all Class Members who do not submit a valid request for exclusion (i.e., Participating Class Members) agree to forever release, waive, not to sue, not to file an administrative charge/complaint, or otherwise make any claim against any of the Released Parties seeking any form of relief, remedy, or recovery based on any of the Released Claims, which shall include any and all claims, rights, demands, and/or liabilities of every nature and description, whether known or unknown, based on or arising out of the Released Claims.

“Released Claims” means all claims for wages, premiums, reimbursement of expenses, meal-period violations, rest-break violations, alleged failure to include commission, bonus, and/or incentive pay in the regular rate of pay for overtime purposes, inaccurate/incomplete wage statements, various penalties, and other related claims, penalties, and interest actually alleged or that could have been alleged in the Action by the Plaintiff, on behalf of himself, the Class Members, similarly situated employees, and the aggrieved employees, based on the facts alleged in the Complaints, allegedly occurring during the Class Period, including but not limited to: (1) failure to provide meal periods, compensation in lieu thereof, and/or failure to pay premium pay for missed, late, and/or short meal periods in violation of California Labor Code §§ 226.7 and 512, the applicable Industrial Welfare Commission Wage Order, or California Business & Professions Code § 17200 *et seq.*; (2) failure to provide rest breaks, compensation in lieu thereof, and/or failure to pay premium pay for missed, late, and/or short rest breaks in violation of California Labor Code § 226.7, the applicable Industrial Welfare Commission Wage Order, or California Business & Professions Code § 17200 *et seq.*; (3) failure to pay wages for all hours worked, failure to pay overtime wages, and failure to calculate and pay the regular rate of pay/overtime rate on commission, bonus, and/or incentive pay in the violation of California Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, & 1198, the applicable Industrial Welfare Commission Wage Order, or California Business & Professions Code § 17200 *et seq.*; (4) failure to provide reimbursement for business expenses in violation of California Labor Code §§ 2800 and 2802, the applicable Industrial Welfare Commission Wage Order, or California Business & Professions Code § 17200 *et seq.*; (5) failure to provide accurate, complete, and itemized wage statements in violation of California Labor Code § 226, or California Business & Professions Code § 17200 *et seq.*; (6) failure to pay penalties under California Labor Code §§ 201, 202, 203, and 204, and California Business & Professions Code § 17200 *et seq.*; (7) failure to keep accurate payroll/wage records pursuant to Labor Code § 1174(d); (8) civil penalties under PAGA, California Labor Code § 2698 *et seq.*, for the alleged California Labor Code violations that were or that could reasonably have been alleged in the Action based on the facts stated in the Complaints; (9) that Defendant is liable for the attorneys’ fees and costs incurred to prosecute this Action on behalf of Class Members, including fees and costs incurred for the services of Class Counsel; and (10) that Defendant is liable for any other remedies, penalties or interest under California law, including the applicable Industrial Welfare Commission (“IWC”) Wage Order(s), based on the facts alleged in the Complaints. “Released Claims” also includes all claims that Plaintiff and/or the Class Members may have against the Released Parties relating to (i) the payment, taxation and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Agreement, (ii) the payment, taxation and allocation of Plaintiff’s Service Award pursuant to this Agreement, and (iii) the payment, taxation, and allocation of penalties under the PAGA.

“Released Parties” means NewRez LLC, formerly known as “New Penn Financial, LLC,” and all its/their past and present successors, predecessors, subsidiaries, parents, holding companies, sister and affiliated companies, divisions and other related entities, shareholders, subsidiaries, investors, officers, directors, partners, assigns, agents, employees, principals, heirs, administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries, insurers, reinsurers, employee benefit plans, and representatives of each of them, both individually and in their official capacities, past or present, as well as all persons acting by, through, under or in concert with any of these persons or entities.

Unless you exclude yourself from this Class Action, you give up any right to sue any of the Released Parties for the claims that this Settlement resolves.

E. Attorneys' Fees and Costs Payment to Class Counsel

Class Counsel will seek attorneys' fees in the amount of 38% of the Gross Settlement Fund (i.e., \$1,140,000) and reimbursement of litigation costs and expenses in an amount of up to \$85,000 (collectively, Attorneys' Fees and Costs Payment), subject to approval by the Court. Any Attorneys' Fees and Costs Payment awarded by the Court will be paid from the Gross Settlement Fund. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Payment to Plaintiff

In consideration for his service in connection with the Action, Plaintiff Marco Rodriguez will seek a Service Payment in the amount of \$15,000, to be paid from the Gross Settlement Fund, subject to approval by the Court. If awarded, the Service Payment will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

G. Administration Costs to the Administrator

Payment to the Administrator, Simpluris, Inc., is estimated not to exceed \$10,000 for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion and Objections from Class Members, resolving any disputes by Class Members regarding the number of Qualifying Workweeks credited to them, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Fund, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

B. Request Exclusion from the Settlement

If you wish to be excluded from, or opt out of, the Settlement, you must submit to the Administrator a written, signed request to be excluded from the Settlement ("Request for Exclusion"), postmarked by **June 24, 2021**, at the following address:

Rodriguez v. New Penn Financial, LLC
P.O. Box 26170,
Santa Ana, CA 92799

The Request for Exclusion must: (i) contain the name of this Action (*Marco Rodriguez v. New Penn Financial, LLC, et al.*, Case No. 34-2018-00233729); (ii) contain your full name, address, telephone number, and last four digits of your Social Security Number; (iii) contain the words "Request for Exclusion" at the top of the document; (iv) be personally signed by you; and (v) contain a statement indicating your desire to be excluded, such as: "I wish to be excluded from the Settlement of the Action, *Marco Rodriguez v. New Penn Financial, LLC, et al.*, Case No. 34-2018-00233729, currently pending in the Sacramento Superior Court."

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

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion. To object, you must send to the Administrator a personally signed, written statement objecting to the Settlement ("Objection"), postmarked on or before **June 24, 2021**, at the address listed in Section IV.B above.

The Objection must: (i) contain the name of this Action (*Marco Rodriguez v. New Penn Financial, LLC, et al.*, Case No. 34-2018-00233729); (ii) contain your full name, address, telephone number, and last four digits of your Social Security Number as well as the full name, address, and telephone number of any attorney representing you with respect to the objection; (iii) contain the words "Objection" at the top of the document; (iv) be personally signed by you; and (v) contain a statement of the basis for your objections, along with any documents supporting your objection, and state whether or not you wish to appear at the Final Approval Hearing to present oral argument.

Objecting is simply telling the Court you do not like something about the Settlement. Requesting to be excluded from the Class is telling the Court that you do not want to be part of the Class for whatever reason. If you choose to request exclusion from the Class Action, you have no basis to object because the case no longer affects you.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 53 of the Sacramento County Superior Court, Gordon D. Schaber Sacramento County Courthouse, 720 Ninth Street, Sacramento, California 95814, on July 29, 2021, at 1:30 PM, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Costs Payment to Class Counsel, Service Payment to Plaintiff, and Administration Costs to the Administrator.

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

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other documents filed in the Action free of charge by using one of the computer terminal kiosks available at each location of the Sacramento County Superior Court that has a facility for civil filings, including, but not limited to, the following: (1) Civil Records Unit, Room 102 (window 18) in the Gordon D. Schaber Sacramento County Courthouse located at 720 Ninth Street, Sacramento, California 95814; or (2) Hall of Justice located at 813 Sixth Street, Sacramento, California 95814. Many of the documents filed in the Action can also be accessed online at the Sacramento County Superior Court's website, known as 'Public Case Access System,' at the following web address:

<https://services.saccourt.ca.gov/PublicCaseAccess/>

After navigating to the Sacramento County Superior Court's Public Case Access System website, click on the 'Civil' drop-down menu, click 'Search By Case,' then select the year '2018' and enter the case number '00233729,' and click 'SEARCH.' Thereafter, you should be able to view documents filed in the case that have been imaged by the Court and information that has been made available by the Court, for free or at a minimal charge.

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

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

EXHIBIT B



6/28/2021

Case Manager Name: Zach Cooley

Case Manager Email: zcooley@simpluris.com

Case Manager Direct Line : (714) 824-8560

Rodriguez v NewRez LLC formerly known as New Penn Financial LLC
Superior Court of California County of Sacramento
Case No. 34-2018-00233729

Plaintiff Counsel

Edwin Aiwazian / Lawyers For Justice PC
Arby Aiwazian / Lawyers For Justice PC
Joanna Ghosh / Lawyers For Justice PC

Defense Counsel

Delia A. Isvoranu / Duane Morris LLP

Case Milestones

Preliminary Approval Order	April 15, 2021
Data Due	May 06, 2021
Notification Mailing	May 20, 2021
Opt Out Deadline	June 24, 2021
Objection Deadline	June 24, 2021
Dispute Deadline	June 24, 2021
Final Approval Hearing	July 29, 2021

Response Summary

Total Class Members: 447

"Total Responses Submitted" is based on responses processed as of date reflected on the report.

	Total	Rate	Deficient	Dispute	Late
Opt Out Form	0	0.00%			
Valid	0	0.00%			
Invalid	0	0.00%			
Pending	0	0.00%	0	0	0
Dispute Form	0	0.00%			
Valid	0	0.00%			
Invalid	0	0.00%			
Pending	0	0.00%	0	0	0

Mailing Details

Mailing Title	Mailed	Returned	Remailed	Undeliverable
Notice Packet	447	51	47	4

EXHIBIT C



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

Estimate #:	12169	Prepared By:	Michael Sutherland
Estimate Date:	8/25/2020	Direct Dial #	321.223.5067
		Email:	msutherland@simpluris.com

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

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: MR-New Penn Financial-3729):Opt Out Settlement
(LWDA)

Anticipated Total Cost	\$7,879
Professional Courtesy Applied	\$679
Capped Fee*	\$7,200

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:	447	Undeliverable Rate:	20%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	State	State(s):	CA

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	3	\$375.00
Database Manager - Initial Data Analysis	\$140.00	3	\$420.00
Total			\$795.00

Notification

Notice Packet: 6 pg Notice - Double Sided - English

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	447	\$447.00
Postage	\$0.55	447	\$245.85
NCOA/CASS/LACS	\$50.00	1	\$50.00
Undeliverable Processing	\$0.25	89	\$22.35
Skip Trace RUM	\$2.00	89	\$178.80
Remail Notice Packet	\$1.25	76	\$94.99
Remail Postage	\$0.55	76	\$41.79
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$1,130.78

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	3	\$225.00
800 # Charges	\$0.10	180	\$18.00
Total			\$225.00



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Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	1	\$2.50
Opt Out Processing	\$2.00	4	\$8.94
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$386.44

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members: W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$3.00	447	\$1,341.00
Postage	\$0.55	447	\$245.85
Process Returned Checks	\$0.50	4	\$2.24
Skip Trace Search Undeliverable Checks	\$5.00	4	\$22.35
Remail Checks (Includes Postage)	\$4.00	4	\$17.88
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	7	\$33.53
Reissue W2's/1099's	\$5.00	7	\$33.53
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Unclaimed Funds: Escheat Management	\$250.00	1	\$250.00
Disbursement Manager	\$125.00	3	\$375.00
Total			\$5,041.37



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Case Wrap Up

Send Final Reports to Counsel

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

Total Case Costs

\$7,878.59

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