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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

12 DARLENE TORRES, LEANNA
13 RUVALCABA, and MARCELLA BERNAL,
14 individuals, on their own behalf and on behalf of
all similarly aggrieved employees,

15 Plaintiffs,

16 vs.

17 MONETARY MANAGEMENT OF
18 CALIFORNIA, INC., a foreign corporation; and
DOES 1 through 50, inclusive,

19 Defendants.
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Case No. 21STCV09917

CLASS ACTION

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

DECLARATION OF LINDSAY KLINE

I, LINDSAY KLINE, 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 Darlene Torres, Leanna Ruvalcaba, and Marcella Bernal (“Plaintiffs”), and Monetary Management of California, Inc., (“Defendant”), (collectively the “Parties”), to provide settlement administration services in the *Torres et. al. v. Monetary Management of California et. al.* case (“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) translating, printing and mailing the Notice of Pendency of Class Action Settlement and Final Hearing and Request for Exclusion Form (hereafter “Class Notice”) to Class Members; (e) receiving and validating Requests for Exclusion, Objections or Disputes of Workweeks and/or Pay Periods 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 Class Notice 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.

1 Callers have the option to speak with a live call center representative during normal business hours or to
2 leave a message and receive a return call during non-business hours. Spanish-speaking representatives
3 are available during normal business hours. The toll-free telephone number included in the Class Notice
4 was (833) 244-7321 and was live on March 20, 2023.

5 NOTIFICATION TO THE CLASS

6 5. On January 24, 2023, Simpluris received the Court-approved Class Notice. The Class
7 Notice advised Class Members of their right to request exclusion from the Settlement, object to the
8 Settlement, dispute workweeks and or pay periods, do nothing, and the implications of each such action.
9 The Class Notice advised Class Members of applicable deadlines and other events, including the Final
10 Approval Hearing, and how Class Members could obtain additional information.

11 6. On February 15, 2023, Defense Counsel provided Simpluris with a mailing list (“Class
12 List”) containing Class Members’ names, most recent mailing address, Social Security numbers and dates
13 of employment for each Class Member during the Class Period. The Class List contained data for seven
14 hundred and ninety-nine (799) Class Members. The data also shows that the Class Members worked a
15 total of 65,177 Workweeks to date.

16 7. The mailing addresses contained in the Class List were processed and updated utilizing
17 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA
18 contains requested changes of address filed with the U.S. Postal Service. In the event that any individual
19 had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be
20 utilized in connection with the mailing of the Class Notice. Simpluris was able to locate ninety six (96)
21 updated addresses using NCOA prior to the mailing of the Class Notice.

22 8. On March 20, 2023, Class Notice was mailed to seven hundred and ninety-nine (799)
23 Class Members with addresses contained in the Class List via First Class mail or updated via the NCOA
24 search. A copy of the Class Notice is attached hereto as **Exhibit A**.

25 9. A total of sixty (60) Class Notices were returned to Simpluris. Of these, nine (9) were
26 returned with a forwarding address. If a Class Member’s Class Notice was returned by the USPS as
27 undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e.
28

1 skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis.
2 Simpluris used the Class Member's name and previous address to locate a current address. Through the
3 advanced address searches, Simpluris was able to locate forty-four (44) updated addresses and Simpluris
4 promptly mailed a Class Notice to those updated addresses. As of this date, there are six (6) Class Notices
5 that remain undeliverable. Simpluris was able to achieve a successful deliverable rate of 99.24% to the
6 Class.

7 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

8 10. The deadline for Class Members to submit a Request for Exclusion, Object to the
9 Settlement or Dispute Workweeks and/or Pay Periods was May 4, 2023.

10 11. As of this date, Simpluris has one (1) timely Request for Exclusion from a Class Member.
11 Simpluris also received one (1) late Request for Exclusion which Defendant declined to accept due to the
12 Class Member's failure to submit a timely request before the Response Deadline.

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

15 13. As of this date, Simpluris has not received any Disputes regarding work weeks and/or pay
16 periods from Class Members.

17 **CLASS MEMBER AWARDS**

18 14. As of this date, there are seven hundred and ninety-eight (798) Class Members who will
19 be paid their portion of the Net Settlement Amount.

20 15. Based on the current figures, the Net Settlement Amount available to pay Class Members
21 is estimated to be \$907,696.35. This amount was determined by subtracting the Class Counsel's Fees
22 (\$500,000.00), Class Counsel's Litigation Costs (\$8,803.65), Named Plaintiffs' Service Awards
23 (collectively \$22,500.00), PAGA Payments (\$50,000.00), and the Administration Costs (\$11,000.00)
24 from the Settlement Fund (\$1,500,000.00).
25

26 16. As of this date, the estimated Net Settlement Amount of \$907,696.35 will be disbursed to
27 seven hundred and ninety-eight (798) Class Members on a pro rata basis according to the terms of the
28

1 Settlement. The *average estimated payment* is \$1,137.46, and the *highest estimated payment* is
2 \$4,253.50.

3 17. In addition, based on the data provided by Defendant, and according to the terms of the
4 Settlement, there are three hundred and fifty-nine (359) PAGA Members who will receive their
5 proportionate share of \$12,500.00 in PAGA penalties. The *average estimated PAGA payment* is \$34.82
6 and the *highest estimated PAGA payment* is \$85.84.

7 **ADMINISTRATION COSTS**

8 18. Simpluris' total costs for services in connection with the administration of this Settlement,
9 including fees incurred and anticipated future costs for completion of the administration, are \$11,000.00.
10 A breakdown of Simpluris' fees is attached hereto as **Exhibit B**. Simpluris' work in connection with this
11 matter will continue with the calculation of the settlement checks, issuance and mailing of those
12 settlement checks, etc., and to do the necessary tax reporting on such payments.
13

14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed this 2nd day of June 2023, in Costa Mesa, CA.
16

17
18 
19 Lindsay Kline

EXHIBIT A

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

Torres et. al. v. Monetary Management of California et. al., Case No. 21STCV09917

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

A California court authorized this notice. This is not a solicitation for a lawyer.

«ImagePlaceholder»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Entity» «Entity»

- A settlement has been reached that will provide \$1,500,000 to resolve legal claims to non-exempt employees of Monetary Management of California, Inc. (“Money Mart”) in the State of California, employed at any time between March 12, 2017, and January 17, 2023 (the “Settlement”).
- The Settlement resolves a putative class action lawsuit regarding whether Money Mart failed to pay all minimum and overtime wages, failed to provide required meal and rest breaks, failed to pay required meal and rest break premiums, failed to reimburse employees for business expenses, failed to maintain and provide accurate wage statements, engaged in unfair and unlawful business practices, failed to timely and fully pay all wages due and undisputed and/or as ordered by the Labor Commissioner, engaged in discrimination, retaliation, or other adverse action for exercising their rights or engaging in protected activity, failed to pay at the place of discharge or in the county where the employee quit, failed to abide by the requirements specified in IWC Wage Order No. 4-2001, refused to perform their obligations to refrain from adopting or enforcing rules designed to prevent disclosure of California and Federal wage and hour violations, and failed to pay all wages in a timely manner during employment and upon separation of employment to all nonexempt employees of Money Mart in California. This Settlement avoids costs and risks to you from continuing the lawsuit, pays money to Money Mart’s non-exempt employees, and releases Money Mart and the other Released Parties from liability from the claims asserted or that could have been asserted in the lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$500,000 for attorneys’ fees and up to \$20,000 as expenses for investigating the facts, litigation of the case, and negotiating the Settlement. The fees and expenses will be paid from the Settlement amount.
- Money Mart denies liability and that this lawsuit should proceed as a class action. The parties disagree whether Money Mart complied with the applicable law and how much money could have been awarded if employees won at trial.
- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing	You do not need to take any action if you wish to receive your portion of the Settlement. If the Settlement is approved by the Court, you will automatically be mailed a Settlement check at the address on file with the Settlement Administrator (identified below). If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself	Receive no payment. This is the only option that allows you to ever be part of any other lawsuit against Money Mart or other Released Parties about the legal claims that were brought or could have been brought in this lawsuit.
Object	Write to the Court about why you don’t like the Settlement.
Go to Hearing	Ask to speak in Court about the fairness of the Settlement.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed Settlement of a class action lawsuit, and informs you of your legal rights under the proposed Settlement. You are receiving this notice because records show that you were employed by Money Mart in California in a non-exempt position at any time from March 12, 2017 to January 17, 2023, and you may be a member of the class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On March 12, 2021, Plaintiffs Darlene Torres, Leanna Ruvalcaba and Marcella Bernal (“Named Plaintiffs”) filed a lawsuit (the “Action”) in Los Angeles County Superior Court. As amended, the lawsuit alleges violations of the California Labor Code and seeks to certify a class of all persons employed by Money Mart in California in non-exempt positions at any time from March 12, 2017 to January 17, 2023 (collectively, the “Class Plaintiffs”). The lawsuit alleges that Money Mart failed to pay all minimum and overtime wages, failed to provide required meal and rest breaks, failed to pay required meal and rest break premiums, failed to reimburse employees for business expenses, failed to maintain and provide accurate wage statements, engaged in unfair and unlawful business practices, failed to timely and fully pay all wages due and undisputed and/or as ordered by the Labor Commissioner, engaged in discrimination, retaliation, or other adverse action for exercising their rights or engaging in protected activity, failed to pay at the place of discharge or in the county where the employee quit, failed to abide by the requirements specified in IWC Wage Order No. 4-2001, refused to perform their obligations to refrain from adopting or enforcing rules designed to prevent disclosure of California and Federal wage and hour violations, and failed to pay all wages in a timely manner and upon separation of employment to the Class Plaintiffs. The lawsuit seeks recovery of damages, wages, restitution, statutory and civil penalties, and attorneys’ fees and costs. Named Plaintiffs also allege that they and similarly aggrieved employees are entitled to civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”) for the same Labor Code violations. Money Mart denies all of the material allegations in the lawsuit.

The Action includes other claims under the California Labor Code, which are being released as “Released Claims” that are described in greater detail below. After an exchange of relevant information, the Parties reached the Settlement that is memorialized in the Stipulation for Class Action Settlement that is on file with the Court, and whose terms are generally summarized in this notice.

POSITIONS OF THE PARTIES

Money Mart has denied and continues to deny each of the claims in the Action. Money Mart contends that all Class Plaintiffs were compensated in compliance with the law, and that their conduct was not willful with respect to any alleged failure to pay wages upon termination or otherwise, and/or with respect to any of its compensation and human resources practices. Money Mart has repeatedly asserted and continues to assert defenses to the claims in the Action, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither the proposed Settlement nor any action taken to carry out the proposed Settlement is, may be construed as, or may be used as an admission, concession, or indication by or against Money Mart of any fault, wrongdoing, or liability whatsoever, including any concession that certification of a class other than for purposes of this Settlement would be appropriate in this or any other case.

Counsel for Class Plaintiffs (“Class Counsel”) has investigated and researched the facts and circumstances underlying the issues raised in the Action and the law applicable thereto. Class Counsel recognizes the expense and length of continued proceedings necessary to continue the Action against Money Mart through trial and through any possible appeals. Class Counsel has also taken into account the uncertainty and the risk of the outcome of further litigation, including the risk that the class might not be certified, as well as the difficulties and delays generally inherent in such litigation.

Class Counsel is also aware of the burdens of proof necessary to establish liability for the claims, Money Mart’s defenses thereto, and the difficulties in establishing damages for the Class Plaintiffs. Class Counsel has also taken into account the Settlement negotiations conducted by the Parties. Based on the foregoing, Class Counsel believes the proposed Settlement is fair, adequate and reasonable, and in the best interests of the Class Plaintiffs.

Money Mart has also investigated and researched the facts and circumstances underlying the issues raised in the Action and the law applicable thereto. Although Money Mart believes it has meritorious defenses to the claims asserted in the Action, Money Mart has concluded that the further defense of this Action would be lengthy and expensive for all Parties. Money Mart has, therefore, agreed to settle this Action in the manner and upon the terms set forth in the proposed Settlement to put to rest all claims that are or could have been asserted against it in the Action.

The Court has made no ruling on the merits of the Named Plaintiffs' claims and has determined only that certification of the class for settlement purposes is appropriate under California law.

PRELIMINARY APPROVAL OF THE SETTLEMENT

On January 17, 2023, for purposes of the Settlement, the Court held a Preliminary Approval Hearing during which it preliminarily approved the Settlement as being within the range of possible final approval. The Court determined that the Settlement was negotiated at arm's-length and preliminarily determined it to be fair, reasonable and adequate, pending final hearing and approval. Solely for purposes of the proposed Settlement, a class action was provisionally certified pursuant to section 382 of the California Code of Civil Procedure, which includes all persons employed by Money Mart in California in non-exempt positions at any time from March 12, 2017 to January 17, 2023 ("Settlement Class").

The lawyers for the parties are:

Plaintiffs' Attorneys (Class Counsel)

Taras Kick
Greg Taylor
The Kick Law Firm, APC
815 Moraga Dr.
Los Angeles, CA 90049
Tel: (310) 395-2988
Fax: (310) 395-2088

Money Mart's Attorneys

An Nguyen Ruda
Elizabeth Ferguson
Bartko Zankel Bunzel & Miller, PLC
One Embarcadero Center, Suite 800
San Francisco, CA 94111
Tel: (415) 956-1900
Fax: (415) 956-1152

SUMMARY OF THE SETTLEMENT

1. Who is the Settlement Class?

The Settlement Class encompasses a class composed of all persons employed by Money Mart in the State of California in a non-exempt position at any time between March 12, 2017 to January 17, 2023.

2. What does the Settlement provide?

A. *Settlement Fund*

Money Mart will pay \$1,500,000 (the "Settlement Fund") to settle the Action. The following sums will be paid from the Settlement Fund: (1) \$37,500 to the California Labor and Workforce Development Agency; (2) an amount not to exceed \$500,000 to Class Counsel for their fees; (3) an amount not to exceed \$20,000 to Class Counsel for their incurred costs; (4) an amount not to exceed \$7,500 to each Named Plaintiff for their service in the lawsuit; (5) an amount not to exceed \$11,000 to the Settlement Administrator for administering the Settlement; and (6) \$12,500 for distribution to the PAGA Employees. The amount of the Settlement Fund remaining after these payments is the "Net Settlement Amount."

B. *Individual Payment Amount*

Your share of the Net Settlement Amount will be determined by the formula detailed in Section 4 below.

3. What are you giving up to get a payment or stay in the class?

If the proposed Settlement is approved by the Court, a judgment will be entered such that each Class Plaintiff who has not submitted a timely and valid Request for Exclusion Form will release and discharge Money Mart, DFC Global Corp., their respective affiliates, and each of their past or present officers, directors, members, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, joint ventures, owners, parent companies and attorneys and each of their respective company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents (the “Released Parties”) from the “Released Claims” arising during the period from March 12, 2017 through January 17, 2023. Each participating potential Class Plaintiff (meaning, those who do not opt out of the Settlement) is called a “Class Member.”

The “Released Claims” are defined as all claims alleged in the operative Complaint filed on June 9, 2022, whether known or unknown, whether for violation of any local, state or federal statute, rule, regulation, including the California Labor Code and the California Wage Orders, whether for economic damages, restitution, penalties (including penalties under the Private Attorney General Act), liquidated damages, or interest, including but not limited to claims that the Released Parties: (1) did not pay the Class Members all amounts owed, including for regularly hourly pay, overtime premium, sick pay, Covid-19 sick pay, holiday pay, bonuses, incentive pay and all other premiums required under the law; (2) failed to provide meal periods and rest breaks to the Class Members and provide meal or rest period penalties; (3) failed to pay or timely pay the Class Members for all hours worked; (4) did not provide legally compliant accurate itemized wage statements; (5) did not properly pay all wages to the Class Members upon the Class Members’ separation from employment; (6) did not properly reimburse Class Members for business expenses, including the cost of using their cell phones and for mileage; (7) did not timely pay wages owed to Class Members; (8) did not maintain accurate and required records; (9) engaged in discrimination, retaliation, and/or took adverse action against Class Members for exercising their rights or engaging in protected activity; (10) did not provide Class Members with timely and full payment of all wages due and undisputed and/or as ordered by the Labor Commissioner; (11) failed to lawfully pay at the place of discharge or in the county where the Class Member quit; (12) refused to perform its obligations to refrain from adopting or enforcing rules designed to prevent disclosure of California and Federal wage and hour violations and/or retaliating against Class Members who made such disclosures or for exercising their rights or engaging in protected activity; (13) subjected Class Members to work for longer hours than those fixed by IWC Wage Order No. 4- 2001 or under conditions of labor prohibited by IWC Wage Order No. 4-2001, paying less than the various minimums fixed by IWC Wage Order No. 4-2001, and knowingly and willfully refusing and neglecting to comply with the provisions of IWC Wage Order No. 4-2001; and (14) unlawful, unfair and/or fraudulent business practices under California Business & Professions Code §§ 17200, et seq for the wage and hour violations.

Class Plaintiffs who have not submitted a timely and valid Request for Exclusion Form will not be excluded from this release. Class Plaintiffs who do not exclude themselves from the Settlement: (1) agree not to, and shall not, file any action or proceeding asserting any of the Released Claims, and (2) shall not participate as a Named Plaintiff or an unnamed class member in any action or proceeding in any state or federal court or administrative tribunal regarding the Released Claims.

The Released Claims do not include a release of *all* of the rights you have as an employee or former employee of Money Mart. The Released Claims are specifically limited to the claims set forth above.

4. How is my share of the Settlement calculated?

Each Class Member shall receive a payment which is a share of the Net Settlement Amount (the “Settlement Payment”). Based on Money Mart’s records, the Settlement Administrator will credit each Class Member with a number of Workweeks. The Settlement Administrator will then determine the Workweek Dollar Value by dividing the Net Settlement Amount by the number of Workweeks credited to all Class Members. The Settlement Administrator will then determine the Settlement Payment due to each Class Member by multiplying the number of Workweeks credited to the individual Class Member by the Workweek Dollar Value.

For tax purposes, 20% of each Settlement Payment shall be attributed to wages, for which an IRS Form W-2 shall be issued and all traditional and legally required withholdings shall be made, and 80% of each Settlement Payment shall be attributed to penalties for which an IRS form 1099 shall be issued and no withholdings shall be made.

According to the records of Money Mart, you worked the following number of Workweeks in a non-exempt position with Money Mart in California between March 12, 2017, and January 17, 2023: «MERGED_ClassWW». Based on this number, your estimated Settlement Payment is: \$«MERGED_ClassAmnt_CALC». This amount may change based on the final ruling of the Court.

Please be advised that the number of Workweeks listed above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the number of Workweeks listed above, please submit an explanation and evidence of the number of Workweeks you worked to the Settlement Administrator, Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, postmarked no later than May 4, 2023. Your written statement must include your name (and former names, if any), current address, and telephone number along with any evidence you possess that supports your dispute. In the event there is a dispute about the correct number of Workweeks you worked, the Settlement Administrator will resolve the matter with input from the Defendants and will make a final and binding determination without hearing or right of appeal by you.

Class Plaintiffs will also qualify as “PAGA Employees” if they were employed by Money Mart in a non-exempt position from January 6, 2020 to January 17, 2023 (“PAGA Period”), and thus will also receive a “PAGA Payment. If you qualify, your PAGA Payment will be based on your pro rata share of the total PAGA Payment to all PAGA Employees (i.e., your pro rata share of \$12,500). To determine each PAGA Employee’s pro rata share, the Settlement Administrator shall assign each PAGA Employee with a credit based on the number of biweekly pay periods worked during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator will then determine a PAGA Pay Period Dollar Value by dividing the \$12,500 by the number of PAGA Pay Periods credited to all PAGA Employees. The Settlement Administrator will determine the PAGA Payment due to each PAGA Employee by multiplying the number of PAGA Pay Periods credited to the individual PAGA Employee by the PAGA Pay Period Dollar Value.

According to the records of Money Mart, you worked the following number of PAGA Pay Periods in a non-exempt position with Money Mart between January 6, 2020, and January 17, 2023: «MERGED_PAGAPP». Based on this number, your estimated PAGA Payment is: \$«MERGED_PAGAAmnt_CALC». This amount may change based on the final ruling of the Court. Please note that Class Plaintiffs that qualify as PAGA Employees cannot opt out of a settlement of the PAGA claim and will receive their PAGA Payments.

The check cashing deadline is 180 days from mailing to you and any uncashed checks will be remitted to the California State Controller’s Office in the name of the Class Member to whom the uncashed Settlement Payment check was addressed, and in the name of the PAGA Employee to whom the uncashed PAGA Payment check was addressed.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed Settlement (the “Final Approval Hearing”) on June 30, 2023, at 11:00 a.m., in Department 10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. The Court will determine: (1) whether the lawsuit should finally be certified as a class action for purposes of the Settlement only; (2) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Class Members; (3) whether the Class Members should be bound by the terms of the Settlement; (4) the amount of attorneys’ fees and costs to be awarded to Plaintiffs’ attorneys; and (5) the amount that should be awarded to Plaintiffs as service payment. At the Final Approval Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. Plaintiffs’ application for attorneys’ fees, reimbursement of litigation costs, and a service payment will be filed and available online at www.lacourt.org, and by written or telephonic request from the Settlement Administrator.

WHAT ARE YOUR OPTIONS?

• OPTION 1: DO NOTHING AND PARTICIPATE IN THE SETTLEMENT

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE NET SETTLEMENT AMOUNT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO THE COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move after

receiving this notice, if it was misaddressed, or if for any reason you want your payment or future correspondence concerning this Action and Settlement to be sent to a different address, you must send your current preferred address to the Settlement Administrator. The notice of change of address must be postmarked by May 4, 2023. If you disagree with the number of Workweeks or PAGA Pay Periods you worked as set forth in Section 4 above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked by May 4, 2023. The Settlement Administrator's address is Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799.

• **OPTION 2: OBJECT TO THE SETTLEMENT**

If you wish to remain a Class Member, but you object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed Settlement in writing. Your written objection must include your name (and former names, if any), current address, last four digits of your social security number or tax identification number, and telephone number, along with any evidence you possess that supports your dispute, and must be postmarked by May 4, 2023. Whether you object in writing or not, you may also appear at the Final Approval Hearing by audio or video at the hearing scheduled for 11:00 a.m. on June 30, 2023 in Department 10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, either in person or through an attorney at your own expense, to object to the proposed Settlement. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, and postmarked by May 4, 2023.

If you choose to appear at the Final Approval Hearing to object, please refer to the most up-to-date Covid-19 protocols, located at <https://www.lacourt.org/>. As of the mailing of this notice, the Court strongly recommends all persons entering Los Angeles County courthouses wear a face mask regardless of vaccination status, in alignment with Los Angeles County Department of Public Health guidance. If you object to the Settlement, then you will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object, unless you have opted out of the Settlement in the manner described in Option 3, below. Please check the Court's website prior to your in-person appearance to determine if there is a change in the Final Approval Hearing date or time.

• **OPTION 3: EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed Settlement other than your PAGA Payment if you qualify. You will not be bound by a judgment in this lawsuit and you will have the right to file your own lawsuit and pursue claims against Money Mart and the Released Parties. You can opt out of the Settlement by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at Simpluris Inc., P.O. Box 26170, Santa Ana, CA 92799, such that it is postmarked by May 4, 2023.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Stipulation for Class Action Settlement, which is on file with the Clerk of the Court. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings and other papers filed in the Action online at: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>, or inspect them at the Office of the Clerk (Room 255) at the Superior Court of California, County of Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, by appointment only, during regular business hours of each court day.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at (888) 369-3780. Please refer to the Money Mart Class Action Settlement. All inquiries by Class Plaintiffs regarding this notice and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT TELEPHONE THE COURT OR MONEY MART'S COUNSEL FOR INFORMATION ABOUT THIS SETTLEMENT.

NOTIFICACIÓN DE TRAMITACIÓN DE ACUERDO DE ACCIÓN DE CLASE Y AUDIENCIA FINAL
CORTE SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE LOS ÁNGELES, DISTRITO CENTRAL
Torres et. al. v. Monetary Management of California et. al., Caso No. 21STCV09917

PUEDE TENER DERECHO A UNA SUMA DE DINERO EN VIRTUD DE UN ACUERDO
Una corte de California autorizó la presente notificación. No es una petición de un abogado.

- Se llegó a un acuerdo que proporcionará \$1,500,000 con el fin de resolver los reclamos legales para empleados no exentos de Monetary Management of California, Inc. (“Money Mart”) en el Estado de California, empleados en cualquier momento entre el 12 de marzo del 2017 y el 17 de enero del 2023 (el “Acuerdo”).
- El Acuerdo resuelve la demanda de acción de clase putativa sobre si Money Mart incumplió el pago de todos los salarios mínimos y horas extra, no proporcionó los períodos de comida y descanso, no pagó las primas obligatorias por los períodos de comida y descanso, no reembolsó a los empleados por los gastos comerciales, no mantuvo ni proporcionó talones de cheque precisos, participó en prácticas comerciales desleales e ilegales, no pagó de forma oportuna y completa todos los salarios debidos e indiscutibles y/o según lo ordenado por el Comisionado Laboral, discriminó, tomó represalias o ejerció otra medida adversa por hacer uso de derechos o participar en una actividad protegida, no pagó en el lugar del despido o en el condado donde el empleado renunció, no cumplió con los requisitos especificados en el la Orden Salarial de la IWC nro. 4-2001, se negó a cumplir sus obligaciones de abstenerse de adoptar o aplicar normas destinadas a impedir la divulgación de las violaciones salariales y horarias de California y federales, y no pagó todos los salarios de forma oportuna durante el empleo y tras la desvinculación del empleo a todos los empleados no exentos de Money Mart en California. Este Acuerdo le evita los costos y riesgos de continuar con la demanda, le paga dinero a los empleados no exentos de Money Mart y exonera a Money Mart y a otras Partes Exoneradas de la responsabilidad por los reclamos afirmados o podrían haberse afirmado en la demanda.
- Los abogados de los empleados le solicitarán a la Corte que les adjudique hasta \$500,000 en concepto de honorarios de abogados y hasta \$20,000 en concepto de gastos para investigar los hechos, litigar en el caso y negociar el Acuerdo. Los honorarios y gastos se pagarán del importe del Acuerdo.
- Money Mart niega la responsabilidad y que esta demanda deba llevarse a cabo como una acción de clase. Las partes discrepan sobre si Money Mart cumplió con la ley aplicable y cuánto dinero se podría haber concedido si los empleados hubieran ganado en el juicio.
- **Sus derechos legales se ven afectados ya sea que usted actúe o no. Lea atentamente esta notificación.**

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:

No hacer nada	No necesita tomar ninguna acción si quiere recibir su porción del Acuerdo. Si la Corte homologa el Acuerdo, se le enviará automáticamente por correo un cheque del Acuerdo, a la dirección que se encuentra en los registros del Administrador del Acuerdo (identificada a continuación). En caso de mudarse, debe informar su nueva dirección al Administrador del Acuerdo.
Excluirse	No recibirá ningún pago. Esta es la única opción que le permitirá ser parte en cualquier otra demanda contra Money Mart u otras Partes Exoneradas sobre los reclamos legales que se presentaron o que se podrían haber presentado en este juicio.
Oponerse	Expresa por escrito a la Corte por qué no está de acuerdo con el acuerdo.
Ir a audiencia	Solicite hablar ante la Corte sobre si el acuerdo es justo o no.

¿POR QUÉ RECIBÍ ESTA NOTIFICACIÓN?

Esta notificación explica un Acuerdo propuesto en una acción de clase, y le informa sobre sus derechos legales en virtud de dicho Acuerdo propuesto. Recibe esta notificación porque los registros muestran que fue empleado por Money Mart en California en un puesto no exento en cualquier momento desde el 12 de marzo del 2017 al 17 de enero del 2023 y puede ser un miembro de la clase en cuyo nombre se presentó este juicio de acción de clase.

¿DE QUÉ SE TRATA ESTE JUICIO?

El 12 de marzo del 2021, las Demandantes Darlene Torres, Leanna Ruvalcaba y Marcella Bernal (“Demandantes Principales”) presentaron un juicio (la “Acción”) en la Corte Superior del Condado de Los Ángeles. En su forma enmendada, en el juicio se alegan violaciones del Código Laboral de California y se solicita certificar una clase de todas las personas empleadas por Money Mart en California en puestos no exentos en cualquier momento entre el 12 de marzo del 2017 y el 17 de enero del 2023 (de forma colectiva, los “Demandantes de la Clase”). En el juicio se alega que Money Mart incumplió el pago de todos los salarios mínimos y horas extra, no proporcionó los períodos de comida y descanso, no pagó las primas obligatorias por los períodos de comida y descanso, no reembolsó a los empleados por los gastos comerciales, no mantuvo ni proporcionó talones de cheque precisos, participó en prácticas comerciales desleales e ilegales, no pagó de forma oportuna y completa todos los salarios debidos e indiscutibles y/o según lo ordenado por el Comisionado Laboral, discriminó, tomó represalias o ejerció otra medida adversa por hacer uso de derechos o participar en una actividad protegida, no pagó en el lugar del despido o en el condado donde el empleado renunció, no cumplió con los requisitos especificados en el la Orden Salarial de la IWC nro. 4-2001, se negó a cumplir sus obligaciones de abstenerse de adoptar o aplicar normas destinadas a impedir la divulgación de las violaciones salariales y horarias de California y federales, y no pagó todos los salarios de forma oportuna y tras la desvinculación del empleo a los Demandantes de la Clase. En el juicio, se solicita el cobro de daños, salarios, restitución, sanciones legales y civiles, y costos y honorarios de abogados. Las Demandantes Principales también afirman que ellas y empleados agraviados en una situación similar tienen derecho a sanciones civiles en virtud de la Ley de Procuraduría General Privada el 2004 (“PAGA”) por las mismas violaciones al Código Laboral. Money Mart niega todas las acusaciones materiales planteadas en el juicio.

La Acción incluye otros reclamos en virtud del Código Laboral de California, los cuales se exoneran como “Reclamos Exonerados” que se describen con mayor detalle a continuación. Luego de un intercambio de información pertinente, las Partes llegaron al Acuerdo que figura en la Estipulación del Acuerdo de Acción de Clase en los archivos de la Corte, y cuyos términos se resumen en general en esta notificación.

POSICIONES DE LAS PARTES

Money Mart ha negado y continúa negando todos los reclamos en la Acción. Money Mart sostiene que todos los Demandantes de la Clase fueron compensados en función de la ley, y que su conducta no fue deliberada en lo que respecta a la supuesta falta de pago de los salarios en caso de despido o de otro modo y/o con respecto a sus prácticas de compensación y recursos humanos. Money Mart ha afirmado reiteradamente y continua afirmando defensas a los reclamos en la Acción, y ha negado expresamente y continua negando cualquier acto ilícito o responsabilidad legal que surge de cualquiera de los hechos o la conducta que se reclaman en la Acción. Ni el Acuerdo propuesto ni ninguna acción tomada para desempeñar el Acuerdo se interpreta ni se podrá interpretar o utilizar como una admisión, concesión, o indicación por o contra Money Mart de ninguna culpa, acto ilícito, o responsabilidad, incluida cualquier concesión de que la certificación de una clase para fines que no sean los de este Acuerdo sería apropiada en este caso o cualquier otro.

Los abogados de los Demandantes de la Clase (los “Abogados de la Clase”) han investigado los hechos y las circunstancias subyacentes a las cuestiones planteadas en la Acción y la legislación aplicable a ellos. Los Abogados de la Clase reconocen el gasto y la longitud del proceso necesario para continuar la Acción en contra de Money Mart mediante un juicio y cualquier posible apelación. Los Abogados de la Clase también han tomado en cuenta la incertidumbre y el riesgo del resultado de la continuación del litigio, incluido el riesgo de que la Clase se certifique, así como también las dificultades y demoras que generalmente ocurren en dicho litigio.

El Abogado de la Clase también es consciente de las cargas de la prueba necesaria para establecer responsabilidad por los reclamos, de las defensas Money Mart y las dificultades para establecer los daños para los Demandantes de la Clase. Los Abogados de la Clase también han tomado en cuenta las negociaciones del Acuerdo realizadas por las Partes. En función de lo anterior, los Abogados de la Clase de la Clase consideran que el Acuerdo propuesto es justo, adecuado y razonable, y es en el mejor interés de los Demandantes de la Clase.

Money Mart también ha investigado los hechos y las circunstancias que subyacen a las cuestiones planteadas en la Acción y la legislación aplicable a ellas. Si bien Money Mart considera que tiene defensas meritorias a los reclamos en la Acción, ha decidido que continuar con la defensa en esta Acción sería larga y costosa para todas las Partes. Por lo tanto, Money Mart ha aceptado llegar a un acuerdo en esta Acción en la manera y según los términos establecidos en el Acuerdo propuesto para solucionar todos los reclamos que se afirman o podrían afirmarse en la Acción.

La Corte no se ha pronunciado sobre las cuestiones de fondo de los reclamos de las Demandantes Principales y solo ha determinado que la certificación de la clase para fines del acuerdo es apropiada conforme a la legislación de California.

HOMOLOGACIÓN PRELIMINAR DEL ACUERDO

El 17 de enero del 2023, a los fines del Acuerdo, la Corte celebró una Audiencia de Homologación Preliminar durante la cual homologó el Acuerdo de manera preliminar, como dentro del rango de posible homologación definitiva. La Corte determinó que el Acuerdo se negoció en igualdad de condiciones y determinó preliminarmente que es justo, razonable y adecuado, pendiente de audiencia definitiva y homologación. Únicamente a los fines del Acuerdo propuesto, se certificó una acción de clase provisional de acuerdo con el artículo 382 del Código Procesal Civil de California, que incluye a todas las personas empleadas por Money Mart en los puestos no exentos de California, en cualquier momento desde el 12 de marzo del 2017 hasta el 17 de enero del 2023 ("Clase del Acuerdo").

Los abogados de las partes son:

Abogados de las Demandantes (Abogados de la Clase)

Taras Kick
Greg Taylor
The Kick Law Firm, APC
815 Moraga Dr.
Los Angeles, CA 90049
Tel: (310) 395-2988
Fax: (310) 395-2088

Abogados de Money Mart

An Nguyen Ruda
Elizabeth Ferguson
Bartko Zankel Bunzel & Miller, PLC
One Embarcadero Center, Suite 800
San Francisco, CA 94111
Tel: (415) 956-1900
Fax: (415) 956-1152

RESUMEN DEL ACUERDO

1. ¿Quiénes están incluidos en la Clase del Acuerdo?

La Clase del Acuerdo comprende una clase compuesta por todas las personas empleadas por Money Mart en el Estado de California en un puesto no exento en cualquier momento entre el 12 de marzo del 2017 y el 17 de enero del 2023.

2. ¿Qué proporciona el Acuerdo?

A. Fondo del Acuerdo

Money Mart pagará \$1,500,000 (el "Fondo del Acuerdo") para resolver la Acción. Se pagarán las siguientes sumas del Fondo del Acuerdo: (1) \$37,500 a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California; (2) un importe que no superará los \$500,000 a los Abogados de la Clase por sus honorarios; (3) un importe que no superará los \$20,000 a los Abogados de la Clase por los costos contraídos; (4) un importe que no superará los \$7,500 para cada Demandante Principal por su servicio en el juicio; (5) un importe que no superará los \$11,000 para el Administrador del Acuerdo por administrar el Acuerdo; y (6) \$12,500 para distribuirlos entre los Empleados en función de la PAGA. El importe restante del Fondo del Acuerdo después de efectuar estos pagos será el "Importe Neto del Acuerdo".

B. Importe Individual del Pago

Su parte del Importe Neto del Acuerdo será determinada mediante la fórmula que se detalla en la Sección 4 que se encuentra más abajo.

3. ¿A qué renuncia a fin de recibir un pago o permanecer en la clase?

Si el Acuerdo es homologado por la Corte, se dictará una sentencia de tal forma que cada Demandante de la Clase que no haya presentado a tiempo y de forma válida un Formulario de Solicitud de Exclusión exonerará y librará a Money Mart, DFC Global Corp., sus respectivas filiales y cada uno de sus pasados o presentes funcionarios, directores, miembros, accionistas, empleados, agentes, mandantes, herederos, representantes, contadores, abogados, auditores, consultores, aseguradoras y reaseguradoras, y sus respectivos sucesores y predecesores, subsidiarias, filiales, contratos asociativos, propietarios, compañías controlantes y abogados y cada uno de sus respectivos planes de beneficios para empleados patrocinados por la compañía y todos sus respectivos funcionarios, directores, empleados, administradores fiduciarios, fideicomisarios y agentes (las "Partes Exoneradas") de los "Reclamos Exonerados" que surgieron durante el período comprendido desde el 12 de marzo del 2017 hasta el 17 de enero del 2023. Cada posible Demandante de la Clase participante (aquellos que no se excluyen del Acuerdo) se denomina "Miembro de la Clase".

Los “Reclamos Exonerados” se definen como todos los reclamos afirmados en la Demanda vigente presentada el 9 de junio del 2022, ya sean conocidos o desconocidos, ya sea por violación de cualquier legislación, norma o reglamento local, estatal o federal, incluido el Código Laboral de California y las Órdenes Salariales de California, ya sea por daños económicos, restitución, sanciones (incluidas las sanciones en virtud de la Ley de Procuraduría General Privada), daños por una suma líquida y determinada o intereses, incluidos, entre otros, los reclamos con relación a que las Partes Exoneradas: (1) no les pagaron a los Miembros de la Clase todos los montos adeudados, incluso por el pago por hora habitual, primas por horas extra, pago por enfermedad, pago por enfermedad en relación con el Covid-19, pago por feriados, bonos, pago de incentivos y todas las demás primas exigidas por la ley; (2) no proporcionaron períodos de comida y descanso a los Miembros de la Clase ni proporcionaron sanciones por los períodos de comida o descanso; (3) no pagaron o no pagaron en tiempo y forma todas las horas trabajadas a los Miembros de la Clase; (4) no proporcionaron talones de cheque precisos y desglosados conforme a la ley; (5) no pagaron apropiadamente todos los salarios a los Miembros de la Clase tras la desvinculación del empleo; (6) no reembolsaron apropiadamente a los Miembros de la Clase por gastos comerciales, incluido el costo de usar sus teléfonos celulares y por las millas; (7) no pagaron los salarios adeudados a los Miembros de la Clase de manera oportuna; (8) no mantuvieron registros precisos y necesarios; (9) discriminaron, tomaron represalias y/o tomaron medidas adversas contra los Miembros de la Clase por ejercer sus derechos o participar en actividades protegidas; (10) no les proporcionaron a los Miembros de la Clase el pago oportuno y total de todos los salarios debidos e indiscutibles y/o según lo ordenado por el Comisionado Laboral; (11) no pagaron legalmente en el lugar de despido o en el condado en el que el Miembro de la Clase renunció; (12) se rehusaron a cumplir con las obligaciones de abstenerse de adoptar o aplicar normas destinadas a impedir la divulgación de violaciones salariales y horarias de California y federales y/o de tomar represalias contra los Miembros de la Clase que hayan hecho tales divulgaciones o por ejercer sus derechos o participar en actividades protegidas; (13) supeditaron a los Miembros de la Clase a trabajar durante más horas que las estipuladas por la Orden Salarial nro. 4-2001 de la IWC o en condiciones laborales prohibidas por la Orden Salarial nro. 4-2001 de la IWC, que los distintos mínimos fijados por la Orden Salarial nro. 4-2001 de la IWC, y a sabiendas y voluntariamente negarse a cumplir las disposiciones de la Orden Salarial nro. 4-2001 de la IWC; y (14) prácticas comerciales ilícitas, desleales y/o fraudulentas en virtud del Código de Negocios y Profesiones §§ 17200, et seq por las violaciones en materia de salarios y horas.

Los Demandantes de la Clase que no hayan presentado un Formulario de Solicitud de Exclusión de manera oportuna y válida no serán excluidos de esta exoneración. Los Demandantes de la Clase que no se excluyan del Acuerdo: (1) se comprometen a no entablar, y no entablarán, ninguna acción o procedimiento haciendo valer ninguno de los Reclamos Exonerados, y (2) no participarán como Demandante Principal o miembro de la clase no identificado en ninguna acción o procedimiento en ninguna corte estatal o federal o tribunal administrativo con respecto a los Reclamos Exonerados.

Los Reclamos Exonerados no incluyen una exoneración de *todos* los derechos que tenga como empleado o ex empleado de Money Mart. Los Reclamos Exonerados están específicamente limitados a los reclamos que se establecen arriba.

4. ¿Cómo se calcula mi parte del acuerdo?

Cada Miembro de la Clase recibirá un pago que es una parte del Importe Neto del Acuerdo (el “Pago del Acuerdo”). Según los registros de Money Mart, el Administrador del Acuerdo acreditará a cada Miembro de la Clase un número de Semanas de Trabajo. El Administrador del Acuerdo entonces determinará el Valor en Dólares de la Semana de Trabajo al dividir el Importe Neto del Acuerdo por el número de Semanas de Trabajo acreditado a todos los Miembros de la Clase. El Administrador del Acuerdo entonces determinará el Pago del Acuerdo adeudado a cada Miembro de la Clase al multiplicar el número de Semanas de Trabajo acreditado a cada Miembro de la Clase por el Valor en Dólares de la Semana de Trabajo.

A los fines impositivos, 20% de cada Pago del Acuerdo se adjudicará a los salarios, por los cuales se emitirá un Formulario W-2 del IRS y se efectuarán todas las retenciones tradicionales y legalmente exigidas, y el 80% de cada Pago del Acuerdo se adjudicará a sanciones por las que se emitirá un Formulario 1099 del IRS y no se harán retenciones.

De acuerdo con los registros de Money Mart, usted trabajó el siguiente número de Semanas de Trabajo en un puesto no exento con Money Mart en California entre el 12 de marzo del 2017 y el 17 de enero del 2023: «MERGED_ClassWW». Sobre la base de esta cantidad, su Pago del Acuerdo estimado es de: \$«MERGED_ClassAmnt_CALC». Este monto puede cambiar en función de la decisión final de la Corte.

Por favor, tenga en cuenta que la cantidad de Semanas de Trabajo que se indica arriba se presumen correctas, a menos que presente documentación que demuestre lo contrario. Si no está de acuerdo con la cantidad de Semanas de Trabajo que se indica arriba, presente una explicación y evidencia de la cantidad de Semanas de Trabajo que trabajó al Administrador del Acuerdo, Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, con sello postal del 4 de mayo del 2023 o antes. Su declaración escrita debe incluir su nombre (y nombres anteriores, si los hubiera), dirección actual y el número de teléfono junto con cualquier

evidencia que posea que respalde su disputa. En el caso de que haya una disputa sobre la cantidad correcta de Semanas de Trabajo que usted trabajó, el Administrador del Acuerdo resolverá el asunto con los comentarios de los Demandados y tomará una determinación final y vinculante sin una audiencia ni ningún derecho de apelación que usted tenga.

Los Demandantes de la Clase también calificarán como “Empleados en función de la PAGA” si estuvieron empleados por Money Mart en un puesto no exento desde el 6 de enero del 2020 hasta el 17 de enero del 2023 (“Período de la PAGA”) y, por lo tanto, también recibirán un “Pago en virtud de la PAGA”. Si califica, su Pago en virtud de la PAGA se basará en su parte prorrateada del Pago en virtud de la PAGA total para todos los Empleados en virtud de la PAGA (es decir, su parte prorrateada de los \$12,500). Para determinar la parte prorrateada de cada Empleado en virtud de la PAGA, el Administrador del Acuerdo asignará a cada Empleado en virtud de la PAGA un crédito en función de la cantidad de períodos de pago quincenales trabajados durante el Período de la PAGA (“Períodos de Pago en virtud de la PAGA”). El Administrador del Acuerdo entonces determinará un Valor en Dólares del Período de Pago en virtud de la PAGA al dividir los \$12,500 por el número de Períodos de Pago en virtud de la PAGA acreditado a todos los Empleados en virtud de la PAGA. El Administrador del Acuerdo determinará el Pago en virtud de la PAGA adeudado a cada Empleado en virtud de la PAGA al multiplicar el número de Períodos de Pago en virtud de la PAGA acreditado al Empleado en virtud de la PAGA por el Valor en Dólares del Período de Pago.

De acuerdo con los registros de Money Mart, usted trabajó el siguiente número de Períodos de Pago de la PAGA en un puesto no exento con Money Mart en California entre el 6 de enero del 2020 y el 17 de enero del 2023: «MERGED_PAGAPP». Sobre la base de esta cantidad, su Pago en virtud de la PAGA estimado es de: \$«MERGED_PAGAAmnt_CALC». Este monto puede cambiar en función de la decisión final de la Corte. Por favor, tenga en cuenta que los Demandantes de la Clase que califican como Empleados en virtud de la PAGA no pueden excluirse de un acuerdo del reclamo en virtud de la PAGA y recibirán sus Pagos en virtud de la PAGA.

El plazo para el cobro de cheques es de 180 días a partir de la fecha en que se le envíen por correo, y los cheques no cobrados se remitirán a la Oficina del Contralor del Estado de California a nombre del Miembro de la Clase al que se dirigió el cheque no cobrado del Pago del Acuerdo, y a nombre del Empleado en virtud de la PAGA al que se dirigió el cheque no cobrado del Pago en virtud de la PAGA.

LA AUDIENCIA DEL ACUERDO

La Corte llevará a cabo una audiencia de homologación definitiva con respecto al Acuerdo propuesto (la "Audiencia de Homologación Definitiva") el 30 de junio del 2023, a las 11:00 a.m., en el Departamento 10 de la Corte Superior del Condado de Los Ángeles, Spring Street Courthouse, ubicada en 312 North Spring Street, Los Angeles, CA 90012. La Corte determinará: (i) si la demanda debe ser finalmente certificada como una acción de clase a los efectos del Acuerdo únicamente; (ii) si el Acuerdo debe recibir la aprobación definitiva de la Corte como justo, razonable, adecuado y en favor de los intereses de los Miembros de la Clase; (iii) si los Miembros de la Clase estarán sujetos a los términos del Acuerdo; (iv) el monto de los honorarios y costos de los abogados que se adjudicarán a los abogados de las Demandantes; y (v) el monto que recibirán las Demandantes como pago por los servicios. En la Audiencia de Homologación Definitiva, la Corte escuchará todas las oposiciones correctamente presentadas y los argumentos a favor y en contra del Acuerdo propuesto. Usted tiene derecho a asistir a esta audiencia, pero no es necesario que lo haga. También tiene derecho a contratar a un abogado para que lo represente o a concretar su comparecencia y representarse a sí mismo. La solicitud de las Demandantes de los honorarios de abogados, reembolso de los costos de litigación y el aumento en el pago se presentará y estará disponible en www.lacourt.org, y por solicitud escrita o telefónica del Administrador del Acuerdo.

¿CUÁLES SON SUS OPCIONES?

• OPCIÓN 1: NO HACER NADA Y PARTICIPAR EN EL ACUERDO

SI NO TOMA NINGUNA ACCIÓN EN RESPUESTA A ESTA NOTIFICACIÓN, RECIBIRÁ AUTOMÁTICAMENTE SU PARTE DEL IMPORTE NETO DEL ACUERDO SI ES HOMOLOGADO POR LA CORTE. DE NINGÚN MODO ESTARÁ OBLIGADO A ACUDIR A LA CORTE O PAGAR UN MONTO A LOS ABOGADOS EN ESTE CASO. Si se muda después de recibir esta notificación, si se envió a la dirección incorrecta, o si por algún motivo desea que se envíe su pago o correspondencia futura sobre esta Acción y Acuerdo a una dirección diferente, deberá enviar su dirección actual de preferencia al Administrador del Acuerdo. La notificación de cambio de dirección debe tener fecha postal del 4 de mayo del 2023 o una fecha anterior. Si no está de acuerdo con la cantidad de Semanas de Trabajo o los Períodos de Pago en virtud de la PAGA que trabajó como se establece en la Sección 4 más arriba, debe enviar una explicación o documentación al Administrador del Acuerdo para justificar su posición, con sello postal del 4 de mayo del 2023 o una fecha anterior. La dirección del Administrador del Acuerdo es Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799.

- **OPCIÓN 2: OPONERSE AL ACUERDO**

Si desea seguir siendo un Miembro de la Clase, pero se opone al Acuerdo propuesto (o a cualquiera de sus términos) y desea que la Corte considere su oposición en la Audiencia de Homologación Definitiva, puede oponerse al Acuerdo propuesto por escrito. Su oposición escrita debe incluir su nombre (y nombres anteriores, si los hay), dirección actual, últimos cuatro dígitos de su número de seguro social o número de identificación fiscal y número de teléfono, junto con cualquier evidencia que posea que respalde su disputa, y debe tener matasellos del 4 de mayo del 2023 o una fecha anterior. Si se opone por escrito o no, también puede comparecer en la Audiencia de Homologación Definitiva de manera audiovisual en la audiencia programada para el 30 de junio del 2023 a las 11:00 a. m. en el Departamento 10 de la Corte Superior del Condado de Los Ángeles, Spring Street Courthouse, ubicada en 312 North Spring Street, Los Angeles, CA 90012, ya sea de forma presencial o a través de un abogado a su propio cargo, para oponerse al Acuerdo propuesto. Todas las oposiciones escritas, los documentos de respaldo o las notificaciones de intención para comparecer en la Audiencia de Homologación Definitiva deberán identificar claramente el nombre y el número de caso y deberán ser enviadas por correo postal al Administrador de la Acuerdo a Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, y con matasellos del 4 de mayo del 2023 o una fecha anterior.

Si opta por comparecer ante la Audiencia de Homologación Definitiva para oponerse, por favor, consulte los protocolos más actualizados de Covid-19, que se encuentran en <https://www.lacourt.org/>. A partir del envío de esta notificación, la Corte recomienda encarecidamente a todas las personas que entren en los juzgados del Condado de Los Ángeles que lleven una mascarilla independientemente de su estado de vacunación, de acuerdo con las directrices del Departamento de Salud Pública del Condado de Los Ángeles. Si usted se opone al Acuerdo, entonces continuará siendo un miembro de la Clase, y si la Corte aprueba el Acuerdo, usted quedará sujeto a los términos del Acuerdo de la misma manera que los Miembros de la Clase que no se oponen, a menos que se haya excluido del Acuerdo de la manera descrita en la Opción 3 a continuación. Por favor, consulte el sitio web de la Corte antes de comparecer de manera presencial para determinar si hay algún cambio en la fecha u hora de la Audiencia de Homologación Definitiva.

- **OPCIÓN 3: EXCLUIRSE DEL ACUERDO**

Usted tiene derecho a excluirse (no participar) de la Clase del Acuerdo, pero si decide hacerlo, no recibirá ninguno de los beneficios del Acuerdo propuesto además de su Pago en virtud de la PAGA, si califica. Usted no estará sujeto a un fallo en este juicio, y tendrá el derecho a presentar su propio juicio e iniciar demandas contra Money Mart y las Partes Exoneradas. Puede excluirse del Acuerdo completando y enviando por correo el Formulario de Solicitud de Exclusión adjunto al Administrador del Acuerdo en Simpluris, Inc. P.O. Box 26170, Santa Ana, CA 92799, y con matasellos del 4 de mayo del 2023 o una fecha anterior.

¿HAY MÁS DETALLES ACERCA DEL ACUERDO?

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y las condiciones específicos del Acuerdo, puede consultar la Estipulación del Acuerdo de Acción de Clase, que se encuentra en los archivos de la Secretaría de la Corte. Para una exposición más detallada de los asuntos implicados en la Acción y el Acuerdo, puede consultar los escritos y otros documentos presentados en la Acción en línea en la dirección:

<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>, o revisarlos en la Secretaría (Sala 255) en la Corte Superior de California, Corte Superior del Condado de Los Ángeles, Spring Street Courthouse, ubicada en 312 North Spring Street, Los Angeles, CA 90012, únicamente con cita previa, durante el horario laboral habitual de cada día judicial.

SI NECESITA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA, puede comunicarse con el Administrador del Acuerdo al (888) 369-3780. Mencione el Acuerdo de Acción de Clase de Money Mart. Todas las consultas por parte de los Demandantes de la Clase respecto de esta Notificación o el Acuerdo deben dirigirse al Administrador del Acuerdo o a los Abogados de la Clase.

POR FAVOR, NO LLAME POR TELÉFONO A LA CORTE NI A LOS ABOGADOS DE MONEY MART PARA OBTENER INFORMACIÓN ACERCA ESTE ACUERDO.

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *DARLENE TORRES, ET AL. V. MONETARY MANAGEMENT OF CALIFORNIA, INC., ET AL.*, CASE NO 21STCV09917, SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT.**

I confirm that I worked for Monetary Management of California, Inc. in the State of California in a non-exempt position for some portion or all of the period beginning on March 12, 2017 and ending on January 17, 2023.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed 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 MAY 4, 2023. Send this signed Request for Exclusion Form to the Settlement Administrator:

Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-3780
Fax: (714) 824-8591

SOLICITUD DE EXCLUSIÓN

SOLO COMPLETE ESTE FORMULARIO DE SOLICITUD DE EXCLUSIÓN SI DESEA EXCLUIRSE (NO PARTICIPAR) DEL ACUERDO DE LA ACCIÓN DENOMINADA *DARLENE TORRES, ET AL. V. MONETARY MANAGEMENT OF CALIFORNIA, INC., ET AL.*, CASO NO 21STCV09917, CORTE SUPERIOR DEL ESTADO DE CALIFORNIA, CONDADO DE LOS ÁNGELES. **SI SE EXCLUYE DEL ACUERDO, NO RECIBIRÁ NINGUNA PARTE DEL IMPORTE DEL ACUERDO.**

Confirmando que trabajé para Monetary Management of California, Inc. en el Estado de California en un puesto no exento durante una parte o la totalidad del período que comienza el 12 de marzo del 2017 y finaliza el 17 de enero del 2023.

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

Fecha: _____

Firma: _____

Nombre en 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 4 DE MAYO DEL 2023, O UNA FECHA ANTERIOR. Envíe este Formulario de Solicitud de Exclusión firmado al Administrador del Acuerdo:

Simpluris, Inc.
P.O. Box 26170
Santa Ana CA 92799
Teléfono: (888) 369-3780
Fax: (714) 824-8591

EXHIBIT B



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

Estimate #:	14161V2	Prepared By:	Michael Sutherland
Estimate Date:	11/23/2021	Direct Dial #	321.223.5067
		Email:	Msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: **Jeffrey Bils**
Firm: Kick Law Firm
Email: [Jeffrey Bils <jeff@kicklawfirm.com>](mailto:Jeffrey.Bils@kicklawfirm.com)

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Confidential: Claims Settlement

Anticipated Total Cost	\$11,261
Capped Fee*	\$11,000

Terms:

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate
- 2) Included is a 2021 Federal 1120 tax return to account for banking activity in 2021.

Total Possible Class Size:	733	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English/Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	Yes	Redistribution:	One
Unclaimed Funds:	TBD	State(s):	CA
		Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

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

Notification

Notice Packet: 9 pg Notice - Double Sided

Check Cashing Deadline Reminder.

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	733	\$733.00
Postage	\$0.58	733	\$425.14
NCOA/CASS/LACS	\$50.00	1	\$50.00
Undeliverable Processing	\$0.25	73	\$18.33
Skip Trace RUM	\$1.50	73	\$109.95
Remail Notice Packet	\$1.75	62	\$109.03
Remail Postage	\$0.58	62	\$36.14
Reminder Post Card Check Cashing Deadline	\$0.40	367	\$146.60
Postage	\$0.36	367	\$131.94
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$1,810.13

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



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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	2	\$150.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	1	\$1.83
Claim Processing	\$2.00	7	\$14.66
Data Entry	\$50.00	2	\$100.00
Project Manager	\$125.00	2	\$250.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$641.49

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	733	\$2,199.00
Postage	\$0.53	733	\$388.49
Process Returned Checks	\$0.50	7	\$3.67
Skip Trace Search Undeliverable Checks	\$3.00	7	\$21.99
Remail Checks (Includes Postage)	\$3.00	7	\$21.99
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee, 2021	\$1,000.00	1	\$1,000.00
Reissuing Checks/Mailing	\$3.00	11	\$32.99
Postage	\$0.58	11	\$6.38
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Disbursement Manager	\$125.00	3	\$375.00
Total			\$5,819.50



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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	3	\$150.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$650.00

Postage \$849.77

Total Case Costs

\$11,261.12

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