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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE CITY OF MERCED

KALAINA A. DULA, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

2 KINGS GAMING, INC., a California
corporation; and DOES 1-50, inclusive,

Defendants.

Case No. 20CV-02289

Hon. Brian McCabe

CLASS ACTION

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

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DECLARATION OF EVELIN REYES

I, Evelin Reyes, hereby declare:

1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris"), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5654. 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 Kalaina A. Dula ("Plaintiffs"), and 2 Kings Gaming, Inc. ("Defendant"), (collectively the "Parties"), to provide settlement administration services in the *Dula v 2 Kings Gaming, Inc.* 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) printing and mailing the Notice of Proposed Class Action Settlement to Class Members; (e) receiving and validating Requests for Exclusion, Objections or Disputes of Work Weeks submitted by Class Members; (f) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, and (h) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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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. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-business hours. The toll-free

1 telephone number included in the Notice of Proposed Class Action Settlement was (888) 369-3780 and
2 was live on May 20, 2022.

3
4 **NOTIFICATION TO THE CLASS**

5 5. On April 21, 2022, Simpluris received the Court-approved Notice of Proposed Class
6 Action Settlement (hereafter “Notice Packet”). The Notice Packet advised Class Members of their right
7 to request exclusion from the Settlement, object to the Settlement, do nothing, and the implications of
8 each such action. The Notice Packet advised Class Members of applicable deadlines and other events,
9 including the Final Approval Hearing, and how Class Members could obtain additional information.

10 6. On April 28, 2022, Counsel for Defendant provided Simpluris with a mailing list (“Class
11 List”) containing Class Members’ names, most recent mailing address and telephone numbers, social
12 security numbers, and pertinent employment information for each Class Member during the Class
13 Period. The Class List contained data for one hundred eighteen (118) Class Members.

14 7. The mailing addresses contained in the Class List were processed and updated utilizing
15 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
16 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
17 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
18 would be utilized in connection with the mailing of the Notice Packets.

19 8. On May 20, 2022, Notice Packets were mailed to one hundred eighteen (118) Class
20 Members with addresses contained in the Class List via First Class mail or updated via the NCOA
21 search. A copy of the Notice Packet is attached hereto as **Exhibit A**.

22 9. If a Class Member’s Notice Packet was returned by the USPS as undeliverable and
23 without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of
24 these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the
25 Class Member’s name and previous address to locate a current address. Through the advanced address
26 search, Simpluris was able to locate two (2) updated addresses and Simpluris promptly mailed the
27 Notice Packets to those updated addresses. In addition, Simpluris received two (2) returned Notice
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1 Packets with forwarding addresses and promptly mailed the Notice Packets to those updated addresses.
2 Ultimately, there were not any Notice Packets that were undeliverable.

3 4 SETTLEMENT AWARDS

5 10. As of this date, there are one hundred eighteen (118) Class Members who will be paid
6 their portion of the Net Settlement Fund. This number excludes the Class Members who opted out.

7 11. The Net Settlement Fund of \$37,209.00 available to pay Class Members was determined
8 by subtracting the Class Counsel's Fees (\$32,500.00), Class Counsel's Costs Payment (\$11,000.00),
9 Named Plaintiff Service Award (\$7,500.00), the PAGA LWDA Payment (\$3,750.00) and the
10 Administration Costs (\$5,541.00) from the Maximum Settlement Amount (\$97,500.00).

11 12. As of this date, \$37,209.00 of the Net Settlement Fund will be disbursed to the Class
12 Members. The *average estimated payment* is \$315.33, the *highest estimated payment* is \$958.39, and
13 the *lowest estimated payment* is \$7.39.
14

15 REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES

16 13. As of this date, Simpluris has not received any Requests for Exclusion from Class
17 Members.
18

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

21 15. As of this date, Simpluris has not received any Disputes of Work Weeks from Class
22 Members.
23

24 ADMINISTRATION COSTS

25 16. Simpluris' total costs for services in connection with the administration of this
26 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
27 \$5,541.00. Simpluris' work in connection with this matter will continue with the calculation of the
28

1 settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax
2 reporting on such payments.

3
4 I declare under penalty of perjury under the laws of the State of California that the foregoing is
5 true and correct. Executed this 22nd day of June, 2022, in Costa Mesa, California.

6
7 
8 _____
9 EVELIN REYES

EXHIBIT A

**IN THE SUPERIOR COURT OF THE STATE CALIFORNIA
FOR THE COUNTY OF MERCED**

KALAINA A. DULA, on behalf of herself and on behalf of all
persons similarly situated,

Plaintiff,

vs.

2 KINGS GAMING, INC., a California Corporation; and DOES 1-
50, Inclusive,

Defendants.

CASE NO. 20CV-02289

**NOTICE OF CLASS ACTION AND
PROPOSED SETTLEMENT**

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«BarcodeString»

TO: All individuals who are or were previously employed by 2 Kings Gaming, Inc. in California and classified as non-exempt employees at any time during the period between August 12, 2016 and January 8, 2022 (the “Class Members”).

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT
WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS

A settlement (the “Settlement”) has been proposed in the lawsuit referenced above, pending in Merced County Superior Court (the “Court”), titled *Kalaina A. Dula v. 2 Kings Gaming, Inc.*, Case No. 20CV-02289 (the “Case”). If the Court gives final approval to the Settlement, Defendant 2 Kings Gaming, Inc. (“Defendant”) will provide each Class Member a payment calculated, in part, based on the number of weeks worked by each Class Member as set forth in this notice.

Here is a summary of your rights and options, which are described in more detail later in this document. If you have any questions, please contact the Settlement Administrator, Simpluris, Inc., P.O. Box 26170 Santa Ana, CA 92799

1. GENERAL INFORMATION

The Merced County Superior Court preliminarily approved a settlement of the class action claims asserted by Plaintiff Kalaina A. Dula (“Plaintiff”) in the Case. If you are or were previously employed by Defendant in California and were classified as non-exempt employees at any time during the period between August 12, 2016 and January 8, 2022, you are eligible to receive payment from the Settlement.

2. YOUR ESTIMATED PAYMENT INFORMATION

According to Defendant’s payroll records, you are a Class Member who worked approximately «MERGED_WW_CALC» Workweeks as an employee in California during the Class Period. Only weeks worked by you during the Class Period as an employee of Defendant may be considered compensable Workweeks under the Settlement. The Class Period is August 12, 2016 through January 8, 2022. Based on information currently available we estimate your total share of the Settlement will be approximately \$«MERGED_Class_EstSettAmnt_CALC». This is only an estimate. The amount you ultimately receive as part of the Settlement may increase or decrease in accordance with the terms of the Settlement and the Court’s orders.

Defendant respects your right to participate in this Settlement and will take no adverse action against you should you accept payment under the Settlement

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

GET A PAYMENT	If you do nothing, you will automatically receive a payment if the Settlement is finally approved by Court.	N/A
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Defendant regarding the allegations in the Case. Detailed instructions for this option are set forth in Section 17 below.	Deadline: July 5, 2022
OBJECT	If you wish to object to the Settlement, you must submit your objections (i.e., why you do not believe the Settlement is fair or adequate) to the Merced Superior Court and copies must be served on the Settlement Administrator, Plaintiff's counsel, and Defendant's counsel. Submitting an objection does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 18 below.	Deadline: July 5, 2022
GO TO THE "FAIRNESS HEARING"	The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs by the attorneys representing the Class in the Case, and the Representative Plaintiff's request for an enhancement award for bringing and maintaining this action. You may, but are not required to, speak at the Fairness Hearing about any objection to the Settlement that you submitted. If you intend to speak at the Fairness Hearing, you must also provide a "Notice of Intention to Appear," indicating your intention to do so.	Hearing Date: July 15, 2022

The Court in charge of this Case has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will only be provided if the Court gives final approval to the Settlement, and if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

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BACKGROUND INFORMATION

1. Why did I receive this notice?

You received this Notice because a Settlement has been reached in this Case. According to Defendant's available records you are a member of the Settlement Class and may be eligible for the relief below.

This Notice explains the nature of the Case, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 23 below.

2. What is this lawsuit about?

The Case alleges that Defendant failed to pay minimum wages, failed to pay overtime wages, failed to provide meal periods, failed to provide rest breaks, failed to reimburse necessary business expenses, failed to provide accurate wage statements, failed to timely pay wages, failed to pay wages at separation, engaged in unfair competition, and violated the Private Attorneys General Act, and are thus subject to damages under the California Labor Code.

Defendant denies Plaintiff's allegations in their entirety. Defendant contends that it paid all minimum wages owed, paid all overtime wages owed, provided all meal periods required, provided all rest breaks required, reimbursed all necessary business expenses, provided accurate wage statements, paid all wages in a timely manner, paid all wages at separation, did not engage in any unfair competition, complied with the Private Attorneys General Act, and complied with all other requirements of state and federal law. Defendant contends that its affirmative defenses to this action may otherwise prevent or limit Plaintiff's class claims.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiff's claims in the Case.

For information about how to learn about what has happened in this Case to date, please see Section 23 below.

3. Why is this a class action?

In a class action lawsuit, a "Representative Plaintiff" (in this case, Kalaina A. Dula) sues on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, 2 Kings Gaming, Inc., is called the Defendant.

4. Why is there a settlement?

The Representative Plaintiff made claims against Defendant. Defendant denies that it has done anything wrong or illegal, and admits no liability. **The Court has not decided whether the Representative Plaintiff or the Defendant should win in this Case. Instead, both sides have agreed to a Settlement.** That way, both sides avoid the cost of a trial, and the Class Members will receive payment now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: "all individuals who are or were previously employed by Defendant in California and were classified as non-exempt employees at any time during the period between August 12, 2016 and January 8, 2022."

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write to the Settlement Administrator for help. The address for the Settlement Administrator is P.O. Box 26170 Santa Ana, CA 92799.

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

Defendant has agreed to fund a settlement with a maximum value of \$97,500.00. This settlement amount will be used to pay the claims of the Class Members, and the following amounts requested by Plaintiff and subject to Court approval: the cost of providing notice to the Class and administering the Settlement (up to \$15,000); to pay any awards by the Court for attorneys' fees (up to \$32,500) and costs (up to \$10,000) to Plaintiff's counsel; to pay the California Labor and Workforce Development Agency its share of the Settlement (up to \$3,750); and any enhancement award the Court awards to the Representative Plaintiff (up to \$5,000). The estimated Net Settlement Amount to be used to pay the claims of Class Members is approximately \$18,750.00.

Your estimated Settlement Payment is stated on the Workweek Dispute Form included with this Notice. Your estimated payment was calculated using Defendant's payroll and employee records. Individual Settlement Payments will be calculated and apportioned as follows:

- (a) The "Net Settlement Amount" shall be calculated by subtracting the payments to Class Counsel, the Representative Plaintiff, the Settlement Administrator, and payment of \$3,750 to the California Labor and Workforce Development Agency for penalties under PAGA from the Maximum Settlement Amount.
- (b) The Net Settlement Amount will be divided up and paid to Participating Class Members on a pro-rata basis based on each Participating Class Member's total number of "Individual Workweeks" divided by the aggregate Individual Workweeks of all Participating Class Members according to the following formula:
 1. For each Participating Class Member, Defendant will calculate the total number of weeks that the individual worked for Defendant during the Class Period.
 2. The "Individual Settlement Payment" for each Participating Class Member will equal the individual's Individual Workweeks divided by the aggregate Individual Workweeks for all Participating Class Members multiplied by the Net Settlement Amount.
- (c) For tax purposes, one hundred percent (100%) of each Participating Class Member's Individual Settlement Payment shall be treated as civil and/or statutory penalties and shall be reported on an IRS Form 1099.

PAYMENT TO THE CLASS

8. How can I get a payment?

If you wish to remain a Class Member and obtain any share of the Settlement to which you may be entitled, then you do not have to do anything and you will automatically receive a settlement payment in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Payment you will receive will be a full and final settlement of your Released Claims described below.

9. When will I get a payment?

As described in Sections 20 and 21, the Court will hold a hearing on July 15, 2022 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

10. What if I disagree with Defendant's calculation regarding my estimated settlement payment?

If you believe that the number of Workweeks with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by July 5, 2022 showing that such information is inaccurate. The Settlement Administrator shall then decide the dispute between your calculation and that of Defendant. Defendant's records will be presumed to be correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. You can submit the Workweek Dispute Form by mail to the Settlement Administrator at: 2 Kings Gaming, Inc. Settlement Administration, c/o Simpluris, Inc. P.O. Box 26170 Santa Ana, CA 92799. Alternatively, you may submit your dispute form via fax to (714)824-8591, or you can submit your dispute to the Settlement Administrator via e-mail to the following e-mail address: claimsemail@simpluris.net.

11. If I receive a settlement payment will I have to pay taxes on it?

One Hundred Percent (100%) of your Individual Settlement Payment will be reported on IRS Form 1099. You should consult with a tax professional for more information about your own specific situation.

12. No retaliation or discrimination.

Defendant respects your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

13. Do I have a lawyer in this case?

The Court has preliminarily approved Zakay Law Group, APLC and JCL Law Firm, APC (“Class Counsel”) to represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the settlement, you may contact Class Counsel by writing to them at Zakay Law Group, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92110, by emailing them at shani@zakaylaw.com, or by calling them at (619) 255-9047; or by writing to them at JCL Law Firm, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92110, by emailing them at jlapyade@jcl-lawfirm.com, or by calling them at (619) 599-8292. Alternatively, if you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Defendant has agreed to pay Class Counsel’s attorney’s fees up to \$32,500 and costs of up to \$10,000 for their services in litigating the Case, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs.

15. Will the Representative Plaintiff receive any compensation for her efforts in bringing and maintaining this Case?

The Representative Plaintiff will request an enhancement award of up to \$5,000 for her services as class representatives and their efforts in bringing and maintaining this action. The Court will make the final decision as to the amount to be paid to the Representative Plaintiff.

RELEASE OF ALL CLAIMS

16. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendant. Specifically, you will release the Released Parties from any and all class action and representative claims asserted in Plaintiff’s First Amended Complaint in this Case, including but not limited to: (1) Failure to Pay Minimum Wage, (2) Failure to Pay Overtime, (3) Failure to Provide Meal Periods, (4) Failure to Provide Rest Breaks, (5) Failure to Reimburse Business Expenses, (6) Failure to Provide Accurate Wage Statements, (7) Failure to Timely Pay Wages, (8) Violation of CA Business & Professions Code §17200, and (9) Violation of Private Attorneys General Act (hereinafter the “Released Claims”). The release shall not extend to any claims outside of the Class Period of August 12, 2016, to January 8, 2022 .

The Released Parties include Defendant and each of Defendant’s respective past, present and future parent companies, subsidiaries, affiliates, principals and any other person, corporation, association or partnership responsible or potentially responsible for the claims made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

17. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement (*i.e.* “opt out”). If you want to be excluded, you must send a written request via U.S. Mail or other delivery service to the Settlement Administrator that states: (a) the case name and number of the Case “*Kalaina A. Dula v. 2 Kings Gaming, Inc.*, Case No. 20CV-02289”; (b) your full name, address, and telephone number; and (c) a statement that you have received notice of the Settlement and have decided that you do not wish to participate in the Settlement. You must sign the written request for it to be valid. The written request must be sent (*i.e.*, postmarked or delivery date stamped) no later than July 5, 2022, and sent to the Settlement Administrator at: Simpluris, Inc., P.O. Box 26170 Santa Ana, CA 92799. You may also fax the letter or postcard to the Settlement Administrator at (714)824-8591, or submit it to the Settlement Administrator via e-mail to claimsemail@simpluris.net.

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Case, and you will not be precluded from prosecuting any timely individual claim against Defendant based on the conduct complained off in the Case.

HOW TO OBJECT TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before the Court grants final approval. You can ask the Court to deny approval by filing an objection. You **cannot** ask the Court to order a larger settlement; the Court can only approve or deny the settlement.

You may object to the Settlement in writing. You may also appear at the Fairness Hearing at the date, time and location stated in Section 21 below.

To be valid, any objection must: (a) state the case name and number of the Case “*Kalaina A. Dula v. 2 Kings Gaming, Inc.*, Case No. 20CV-02289”; (b) state your full name, address, telephone number, and dates of employment with Defendant; (c) state your objection to the settlement and the legal and/or factual arguments supporting the objection; (d) be filed with the Merced Superior Court on or before July 5, 2022; and (e) copies of the objection must be served on the Settlement Administrator, Plaintiff’s counsel, and Defendant’s counsel via U.S. Mail or other delivery service with proof of submission date (such as a U.S. Postal Service postmark or other delivery service date state stamp no later than July 5, 2022. You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel, you will be responsible for your attorneys’ fees and costs.

If you make an objection and the Court disagrees with your objection and grants final approval of the Settlement, you will have released all Released Claims against Released Parties as described in Section 16 above and will receive your Individual Settlement Payment.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

19. What is the difference between excluding myself and objecting to the Settlement?

Objecting is telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FAIRNESS HEARING

20. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement, meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Fairness Hearing. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class; to consider the award of attorneys’ fees and expenses to Class Counsel and to consider the request for an enhancement award for the Representative Plaintiff.

21. When and where is the Fairness Hearing?

On July 15, 2022, at 8:30 A.M, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement’s fairness. The hearing will take place before the Honorable Brian L. McCabe in Department 8 of the Merced Superior Court, located at 627 W. 21st Street, Merced, CA 95430. The hearing may be postponed to a different date, time or location without notice. It is not necessary for you to appear at this hearing unless you want to object to the settlement.

22. May I speak at the hearing?

At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to.

ADDITIONAL INFORMATION

23. How do I get more information?

To see a copy of the Settlement Agreement, the Court’s Preliminary Approval Order, and/or the Complaint filed in the Case, please visit the Merced Superior Court Clerk’s Office during regular business hours at 627 W. 21st Street, Merced, CA 95430.

24. What if my address or other information has changed?

It is your responsibility to inform the Settlement Administrator of your updated information. You may make corrections to your address by sending in the Workweek Dispute Form. Alternatively, you may contact the Settlement Administrator at: Simpluris, Inc., (888) 369-3780.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE CLASS LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.