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Fax (949) 777-6218

Attorneys for Plaintiff Eva Jardon

**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER**

EVA JARDON, as an individual and on behalf of)
other similarly situated employees,)

Plaintiff,

vs.

FULLERTON BAEKJEONG, LLC, a California)
corporation, IRVINE BAEKJEONG, LLC, a)
California corporation, ROWLAND HEIGHTS)
BAEKJEONG, LLC, a California corporation,)
SAN JOSE BAEKJEONG, LLC, a California)
corporation, TEMPLE CITY BAEKJEONG,)
LLC, a California corporation, TORRANCE)
BAEKJEONG, LLC, a California corporation,)
and DOES 1-50, inclusive,)

Defendants

CASE NO: 30-2021-01207008-CU-OE-CXC

) Assigned for all purposes to:

) Judge William Claster

) Dept. CX104

) **SUPPLEMENTAL DECLARATION OF**
) **ARMOND M. JACKSON IN SUPPORT**
) **PLAINTIFF'S MOTION FOR ORDER**
) **APPROVING SETTLEMENT UNDER**
) **CALIFORNIA LABOR CODE SECTION**
) **2699 ET SEQ.**

) [*Concurrently filed with Notice of Motion;*
) *PAGA Motion; and Proposed Order*]

) **Hearing Date: January 20, 2023**

) **Hearing Time: 9:00 a.m.**

) **Department: CX104**

Case filed: June 22, 2021

Trial date: TBD

Reservation No.

1 1. I am an attorney licensed to practice law before all courts of the State of California. I am an
2 attorney for Jackson Law, A Professional Law Corporation, attorney of record for Plaintiff Eva
3 Jardon (referred to herein as "Plaintiff"). I have personal knowledge of everything stated below
4 and could and would competently testify thereto if sworn. This supplemental declaration is
5 submitted in support of Plaintiff's Memorandum of Points and Authorities in Support of Motion for
6 Order Approving Settlement Under California Labor Code Section 2699 Et Seq. ("Motion") to
7 satisfy items listed in the Court's December 2, 2022 ruling.

8 2. A true and correct copy of the fully Amended Stipulation for Class Action Settlement in
9 redline is attached to this declaration as **Exhibit A**. A true and correct copy of Amended
10 Stipulation for Class Action Settlement is attached to this declaration as **Exhibit B**. A true and
11 correct copy of the revised PAGA Notice in redline is attached to this declaration as **Exhibit C**. A
12 true and correct copy of the revised PAGA Notice is attached to this declaration as **Exhibit D**.

13 **As to the Settlement**

14
15 **Item No. 1**

16 3. Defendants advised Plaintiff that there are not any other matters, individual, class or PAGA,
17 pending of in the pre-filing LWDA stage, that could be affected by approval of this settlement.

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19 **Item No. 2**

20 4. In the Amended Agreement, the Chief Executive Officer Michael Chon.

21
22 **Item No. 3**

23 5. A bid from the claims administrator is attached hereto as **Exhibit E**.

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25 **Item No. 4**

26 6. Time data was also produced as part of the 20% sampling.
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Item No. 5

7. As part of Plaintiff's counsel's investigation, Plaintiff's counsel interviewed Plaintiff on numerous occasions and retained a third party to perform search inquiries to investigate Defendants practices and for contact information of potentially aggrieved employees. Plaintiff also exchanged briefs with Defendant and reviewed all relevant policies, investigated alleged practices and cooperated with third party resources to fully vet the policies and practices of the alleged Defendants through discussions with the Plaintiff, site investigation, search inquiries and discussions with counsel for Defendants.

8. The alleged claims that are not supported by documented evidence relate to off-the-clock work wage claims, rest break claims and unreimbursed business expense claims. For off-the-clock work, the theory unsupported by documented evidence was health inspections, reporting time and on-site and on-call meal breaks. Here, it was discovered through investigation that Defendant had a policy that required employees to record all hours worked. Defendant maintained a policy that required employees to clock-in before submitting to a health inspection. As for reporting time, it was discovered that Plaintiff and aggrieved employees' work schedules were posted in the restaurant that would potentially alleviate the need for aggrieved employees to call-in to check their schedule which undermined the reporting time claim. It was also discovered that Defendant maintained legally valid meal break policies and relieved their employees from all duty during meal periods.

9. As for rest breaks, it was also discovered through investigation that Defendant had a policy of requiring employees to sign employee acknowledgments for the rest break policy and issued out employee warnings for rest break violations if any occurred. The written policy along with signed acknowledgments of this policy coupled with enforcing this policy through written warnings as necessary required a discount of the alleged rest break claims.

10. As for unreimbursed business expenses for cell phones and face masks, through investigation, it was discovered that face masks were provided by Defendants but Defendant permitted aggrieved employees to use their own face masks if they so choose to. As for cell phones, Plaintiff had a couple of text messages to support its claims but Defendant maintained a legally facially valid reimbursement policy again justifying a discount of these reimbursement claims.

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2 **Item No. 6**

3 11. The notice was revised to delete this language.

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5 **Item No. 7**

6 12. Plaintiff revised the settlement agreement making it consistent with the notice which
7 requires the uncashed checks to be redirected to the Controller in the employee's name. A true and
8 correct copy of Amended Stipulation for Class Action Settlement is attached to this declaration as
9 **Exhibit B.**

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11 **Item No. 8**

12 13. Yes, PAGA Notice will also be translated in Spanish.

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14 14. On January 11, 2023, Plaintiff filed the supplemental settlement agreement and
15 supplemental papers with the LWDA and concurrently files a proof of service with this
16 supplemental filing.

17 I declare under penalty of perjury and under the laws of the State of California that the
18 foregoing statements are true and correct and stated of my own personal knowledge. I have signed
19 this declaration on January 11, 2023, in Irvine, California.
20

21
22 /s/ Armond M. Jackson
23 Armond M. Jackson
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EXHIBIT A

Armond M. Jackson, SBN 281547
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HEIGHTS BAEKJEONG, LLC, a California
corporation, SAN JOSE BAEKJEONG, LLC, a
California corporation, TEMPLE CITY
BAEKJEONG, LLC, a California corporation,
TORRANCE BAEKJEONG, LLC, a California
corporation, and DOES 1-50, inclusive,

Defendant.

Case No. 30-2021-01207008-CU-OE-CXC

Assigned for all purposes to: Hon. James. J.
Di Cesare, Department C16

**AMENDED PAGA SETTLEMENT
AGREEMENT**

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Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could reasonably have been alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts alleged in the Action during the Settlement Period.

10. “Settlement Period” means March 30, 2020 to the date of execution of this Agreement.

TERMS

11. Maximum Settlement Amount. In consideration for Plaintiff’s promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendants will pay a maximum amount of Three Hundred and Twenty-Five Thousand Dollars (\$325,000.00) (“Maximum Settlement Amount”), which represents the maximum amount payable in this Settlement by Defendants, and includes attorneys’ fees, litigation costs and expenses, consideration for Plaintiff’s service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Maximum Settlement Amount will be retained by, or revert to, Defendants.

12. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

12(a) Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

12(b) To determine each Aggrieved Employee’s payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula:
Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods
Worked by Individual Aggrieved Employee During the Settlement Period ÷

Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

12(c) The Maximum Settlement Amount was calculated based on Defendant's estimate that Aggrieved Employees worked during a total of 26,102 Pay Periods during the Settlement Period. If the number of Pay Periods is Fifteen percent (15%) higher or 30,017 Pay Periods, then Defendant shall, in its sole discretion, have the option to either: (i) end the Settlement Period on the date when the Pay Period count totaled 30,017; or (ii) permit the PAGA Penalties Fund to be increased proportionally by the pay periods worked in excess of 30,017 Pay Periods multiplied by the per Pay Period value.

13. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than One Hundred Eight Thousand Three Hundred Twenty-Two Dollars (\$108,322.00), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Fifteen Thousand Dollars (\$15,000), both of which will be paid from the Maximum Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund.

14. Service Award. Defendants agree not to oppose or impede any application or motion by Plaintiff for a service award of up to Five Thousand Dollars (\$5,000) ("Service Award").

15. Settlement Administration Costs. The Parties will retain Simpluris, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration Costs will be paid from the Maximum Settlement Amount. Based on the estimate that there are approximately one thousand four hundred twenty (1,420) Aggrieved Employees, Settlement Administration Costs are estimated at Ten Thousand Dollars (\$10,000).

16. Court Approval of the Settlement and Distribution of Settlement Payments. Plaintiff will present this Settlement Agreement to the Court and the LWDA. Plaintiff will request that the Court issue

an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the “Order and Judgment”), and dismissing the Action with prejudice.

17. List of Aggrieved Employees. Within seven (7) business days after entry of the Order and Judgment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

18. Funding of the Settlement. Within seven (7) business days after entry of the Order and Judgment, Defendants will deposit the Maximum Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) business days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

19. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as **Exhibit 1**, which will be mutually approved by the Parties. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be ~~tendered to the LWDA~~ redirected to the

1 State Controller of California in the employee's name. All settlement payments to Aggrieved Employees
2 will be treated as miscellaneous income for which a 1099 will be issued.

3 20. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved
4 Employees will be forever barred from pursuing against Defendants any and all Settled Claims during
5 the Settlement Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released
6 any individual wage and hour claims by virtue of this Settlement.

7 21. No Right to Exclusion or Objections by Representative Action Members. Because this
8 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
9 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
10 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
11 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
12 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties
13 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

14 22. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
15 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
16 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
17 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
18 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
19 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

20 23. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
21 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
22 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
23 action or right herein released and discharged.

24 24. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
25 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
26 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
27 and the Parties will be returned to their original respective positions.

28 25. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court

1 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
2 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
3 as may be appropriate under court rules or as set forth in this Settlement.

4 26. Entire Agreement. This Settlement Agreement, and the corresponding Settlement
5 Agreement and Release between Plaintiff and defendant Fullerton Baekjeong, LLC, constitute the
6 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
7 may be deemed binding on the Parties.

8 27. Amendment or Modification. This Settlement Agreement, and the corresponding
9 Settlement Agreement and Release between Plaintiff and defendant Fullerton Baekjeong, LLC, may be
10 amended or modified only by a written instrument, signed by either the Parties or their successors-in-
11 interest or counsel for all Parties.

12 28. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
13 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
14 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
15 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
16 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
17 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
18 reach agreement on the form or content of any document needed to implement the Settlement, or on any
19 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
20 may seek the assistance of the Court to resolve such disagreement.

21 29. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
22 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

23 30. California Law Governs. All terms of this Settlement Agreement will be governed by
24 and interpreted according to the laws of the State of California.

25 31. Execution and Counterparts. This Settlement Agreement is subject only to the execution
26 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
27 executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and
28 scanned copies of the signature pages, will be deemed to be one and the same instrument.

1 32. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
2 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
3 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that
4 they are each represented by competent counsel and that they have had an opportunity to consult with
5 their counsel regarding the fairness and reasonableness of this Settlement.

6 33. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
7 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
8 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

9 34. Invalidity of Any Provision. Before declaring any provision of this Settlement
10 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
11 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
12 valid and enforceable.

13 35. Captions. The captions and section numbers in this Settlement Agreement are inserted
14 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
15 provisions of this Settlement Agreement.

16 36. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
17 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
18 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

19 37. Enforcement Action. In the event that one or more of the Parties institutes any legal
20 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
21 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
22 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
23 expert witness fees incurred in connection with any enforcement actions.

24 38. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
25 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
26 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
27 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
28 all Parties have contributed to the preparation of this Settlement Agreement.

39. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

40. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

41. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

42. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Eva Jardon

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DEFENDANTS

Dated: _____

Name: Michael Chon
Title: CEO
Fullerton Baekjeong, LLC,
Irvine Baekjeong, LLC,
Rowland Heights Baekjeong, LLC,
San Jose Baekjeong, LLC,
Temple City Baekjeong, LLC, &
Torrance Baekjeong, LLC

APPROVED AS TO FORM

JACKSON APC

Dated: _____

Armond M. Jackson

FOX ROTHSCHILD LLP

Dated: _____

Nancy Yaffe
Daniel V. Kitzes

EXHIBIT B

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1 Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could reasonably have
2 been alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts
3 alleged in the Action during the Settlement Period.

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11 expenses, consideration for Plaintiff's service on behalf of the LWDA and Aggrieved Employees,
12 Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share
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Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

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an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the “Order and Judgment”), and dismissing the Action with prejudice.

17. List of Aggrieved Employees. Within seven (7) business days after entry of the Order and Judgment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

18. Funding of the Settlement. Within seven (7) business days after entry of the Order and Judgment, Defendants will deposit the Maximum Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) business days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

19. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as **Exhibit 1**, which will be mutually approved by the Parties. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be redirected to the State Controller of

1 California in the employee's name. All settlement payments to Aggrieved Employees will be treated as
2 miscellaneous income for which a 1099 will be issued.

3 20. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved
4 Employees will be forever barred from pursuing against Defendants any and all Settled Claims during
5 the Settlement Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released
6 any individual wage and hour claims by virtue of this Settlement.

7 21. No Right to Exclusion or Objections by Representative Action Members. Because this
8 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
9 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
10 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
11 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
12 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties
13 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

14 22. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
15 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
16 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
17 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
18 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
19 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

20 23. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
21 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
22 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
23 action or right herein released and discharged.

24 24. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
25 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
26 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
27 and the Parties will be returned to their original respective positions.

28 25. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court

1 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
2 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
3 as may be appropriate under court rules or as set forth in this Settlement.

4 26. Entire Agreement. This Settlement Agreement, and the corresponding Settlement
5 Agreement and Release between Plaintiff and defendant Fullerton Baekjeong, LLC, constitute the
6 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
7 may be deemed binding on the Parties.

8 27. Amendment or Modification. This Settlement Agreement, and the corresponding
9 Settlement Agreement and Release between Plaintiff and defendant Fullerton Baekjeong, LLC, may be
10 amended or modified only by a written instrument, signed by either the Parties or their successors-in-
11 interest or counsel for all Parties.

12 28. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
13 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
14 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
15 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
16 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
17 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
18 reach agreement on the form or content of any document needed to implement the Settlement, or on any
19 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
20 may seek the assistance of the Court to resolve such disagreement.

21 29. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
22 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

23 30. California Law Governs. All terms of this Settlement Agreement will be governed by
24 and interpreted according to the laws of the State of California.

25 31. Execution and Counterparts. This Settlement Agreement is subject only to the execution
26 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
27 executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and
28 scanned copies of the signature pages, will be deemed to be one and the same instrument.

1 32. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
2 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
3 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that
4 they are each represented by competent counsel and that they have had an opportunity to consult with
5 their counsel regarding the fairness and reasonableness of this Settlement.

6 33. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
7 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
8 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

9 34. Invalidity of Any Provision. Before declaring any provision of this Settlement
10 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
11 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
12 valid and enforceable.

13 35. Captions. The captions and section numbers in this Settlement Agreement are inserted
14 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
15 provisions of this Settlement Agreement.

16 36. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
17 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
18 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

19 37. Enforcement Action. In the event that one or more of the Parties institutes any legal
20 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
21 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
22 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
23 expert witness fees incurred in connection with any enforcement actions.

24 38. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
25 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
26 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
27 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
28 all Parties have contributed to the preparation of this Settlement Agreement.

1 39. Representation By Counsel. The Parties acknowledge that they have been represented
2 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
3 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
4 in full.

5 40. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
6 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
7 Settlement Agreement.

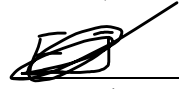
8 41. Binding Agreement. The Parties warrant that they understand and have full authority to
9 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
10 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
11 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
12 under federal or state law.

13 42. Denial of Liability. The Parties expressly recognize that the making of this agreement
14 does not in any way constitute an admission or concession of wrongdoing on the part of Defendants.
15 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
16 discussions or communications, nor any materials prepared, exchanged, issued or used during the
17 pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be
18 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
19 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
20 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
21 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its
22 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments
23 of the Court entered into in connection therewith.

24 **READ CAREFULLY BEFORE SIGNING**

25 **PLAINTIFF**

26 Dated: 01/10/2023

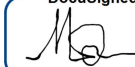
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28 Eva Jardon

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Dated: 01/10/23

DEFENDANTS

DocuSigned by:



SCE18069741225
Name: Michael Chon

Title: CEO

Fullerton Baekjeong, LLC,
Irvine Baekjeong, LLC,
Rowland Heights Baekjeong, LLC,
San Jose Baekjeong, LLC,
Temple City Baekjeong, LLC, &
Torrance Baekjeong, LLC

APPROVED AS TO FORM

JACKSON APC

Dated: 1/11/23

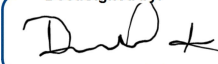


Armond M. Jackson

Dated: 01/10/23

FOX ROTHSCHILD LLP

DocuSigned by:



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Nancy Yaffe

Daniel V. Kitzes

EXHIBIT C

[Date], 2022

[Name of Settlement Administrator]

[ADDRESS]

NOTICE OF SETTLEMENT

Re: *Eva Jardon v. Fullerton Baekjeong, LLC, et al.*, Orange County Superior Court

Case No. 30-2021-01207008-CU-OE-CXC

To: All non-exempt employees who were employed by Fullerton Baekjeong, LLC Irvine Baekjeong, LLC, Rowland Heights Baekjeong, LLC, San Jose Baekjeong, LLC, Temple City Baekjeong, LLC, and/or Torrance Baekjeong, LLC (“Baekjeong” or “Defendants”) in the State of California at any time between March 30, 2020, through [DATE] (“PAGA Members”):

You have received this notice because a settlement has been reached in the above-referenced lawsuit between Plaintiff Eva Jardon (“Plaintiff”), and Defendants.

On [DATE], the Orange County Superior Court issued an Order approving the settlement of claims brought pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”) in the above-referenced case. The Court approved the settlement in the amount of \$325,000.00. After accounting for Plaintiffs’ attorneys’ fees and costs, enhancement payment to the Plaintiff, and settlement administration costs, the State of California will receive [75% of Net Settlement Amount] (75% of the settlement amount as required by law) and the PAGA Members are receiving a pro rata share of the remaining [25% of Net Settlement Amount] (25% of the settlement amount) based upon the number of pay periods they worked for Defendants from March 30, 2020 through [DATE] (the “PAGA Period”).

By way of this Settlement, Defendants have been released from claims that the State of California can pursue for certain Labor Code violations allegedly committed against you, including California Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1198, 2802, and Wage Order 5, Sections 3, 7, 11, 12, and 14 based upon Plaintiff’s allegations of failure to provide meal periods and rest periods, failure to pay minimum and overtime wages, failure to timely pay wages upon discharge or termination, failure to pay employees for compensable off-the-clock work, ~~failure to timely pay wages during employment in accordance with Labor Code section 204, failure to pay wages on time,~~ failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, failure to pay wages on time, and failure to reimburse necessary business-related expenses and costs. In approving this Settlement, the Orange County Superior Court did not make a determination about Plaintiff’s claims and it did not decide that Defendants did anything wrong. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims. Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving money under the settlement because you are or were a PAGA Member (defined above). The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Your settlement amount is << \$ Amount >>. Your check will be valid for 180 days from issuance. After that date, you cannot cash your check and it will be voided and a stop payment will be issued. Any unpaid cash residue or unclaimed PAGA Member funds will be sent to the ~~California State Controllers’ Office Unclaimed Property Fund.~~ Labor & Workforce Development Agency (LWDA). You are responsible for your own tax obligations as this settlement amount will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under the PAGA as asserted by Plaintiff in her lawsuit.

If you have any questions about this notice, or would like to review the settlement-related documents between Plaintiff (on behalf of herself and the State of California) and Defendants, please contact the Settlement Administrator, [Name of Settlement Administrator] at [Insert Phone Number]. **PLEASE DO NOT CALL OR CONTACT THE COURT.**

EXHIBIT D

[Date], 2022

[Name of Settlement Administrator]

[ADDRESS]

NOTICE OF SETTLEMENT

Re: *Eva Jardon v. Fullerton Baekjeong, LLC, et al.*, Orange County Superior Court

Case No. 30-2021-01207008-CU-OE-CXC

To: All non-exempt employees who were employed by Fullerton Baekjeong, LLC Irvine Baekjeong, LLC, Rowland Heights Baekjeong, LLC, San Jose Baekjeong, LLC, Temple City Baekjeong, LLC, and/or Torrance Baekjeong, LLC (“Baekjeong” or “Defendants”) in the State of California at any time between March 30, 2020, through [DATE] (“PAGA Members”):

You have received this notice because a settlement has been reached in the above-referenced lawsuit between Plaintiff Eva Jardon (“Plaintiff”), and Defendants.

On [DATE], the Orange County Superior Court issued an Order approving the settlement of claims brought pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”) in the above-referenced case. The Court approved the settlement in the amount of \$325,000.00. After accounting for Plaintiffs’ attorneys’ fees and costs, enhancement payment to the Plaintiff, and settlement administration costs, the State of California will receive [75% of Net Settlement Amount] (75% of the settlement amount as required by law) and the PAGA Members are receiving a pro rata share of the remaining [25% of Net Settlement Amount] (25% of the settlement amount) based upon the number of pay periods they worked for Defendants from March 30, 2020 through [DATE] (the “PAGA Period”).

By way of this Settlement, Defendants have been released from claims that the State of California can pursue for certain Labor Code violations allegedly committed against you, including California Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1198, 2802, and Wage Order 5, Sections 3, 7, 11, 12, and 14 based upon Plaintiff’s allegations of failure to provide meal periods and rest periods, failure to pay minimum and overtime wages, failure to timely pay wages upon discharge or termination, failure to pay employees for compensable off-the-clock work, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, failure to pay wages on time, and failure to reimburse necessary business-related expenses and costs. In approving this Settlement, the Orange County Superior Court did not make a determination about Plaintiff’s claims and it did not decide that Defendants did anything wrong. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims. Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving money under the settlement because you are or were a PAGA Member (defined above). The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Your settlement amount is << \$ Amount >>. Your check will be valid for 180 days from issuance. After that date, you cannot cash your check and it will be voided and a stop payment will be issued. Any unpaid cash residue or unclaimed PAGA Member funds will be sent to the Labor & Workforce Development Agency (LWDA). You are responsible for your own tax obligations as this settlement amount will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under the PAGA as asserted by Plaintiff in her lawsuit.

If you have any questions about this notice, or would like to review the settlement-related documents between Plaintiff (on behalf of herself and the State of California) and Defendants, please contact the Settlement Administrator, [Name of Settlement Administrator] at [Insert Phone Number]. **PLEASE DO NOT CALL OR CONTACT THE COURT.**

EXHIBIT E



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

Estimate #:	15305	Prepared By:	Michael Sutherland
Estimate Date:	8/25/2022	Direct Dial #	321-223-5067
		Email:	msutherland@simpluris.com

Attorney/Client: **Maria Ocampo**
Firm: Jackson Law
Email: [<mocampo@jacksonapc.com>](mailto:mocampo@jacksonapc.com)

Attorney/Client:
Firm:
Email:

**Case Name: PAGA/ Distribution
Spanish**

Anticipated Total Cost	\$8,984
Capped Fee*	\$8,000

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	1,450	Undeliverable Rate:	10%
Response Rate:	N/A	Call Rate:	N/A
Mailing Document Language:	English/Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	One
Unclaimed Funds:	Cy Pres	State(s):	CA
		Tax Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$250.00	1	\$250.00
Translation and mailing in Spanish	\$750.00	1	\$750.00
Database Manager - Initial Data Analysis	\$250.00	1	\$250.00
1		Total	\$1,250.00

Distribution

Setup a Disbursement Account.

Print & Mail Checks with 4 pg Letter to Class Members: W2's & 1099's

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$125.00	1	\$125.00
QSF set up/bank fee	\$750.00	1	\$750.00
Print & Mail-Check, 1099	\$2.00	1,450	\$2,900.00
Postage	\$0.53	1,450	\$768.50
Process Returned Checks	\$0.50	145	\$72.50
Skip Trace Search Undeliverable Checks	\$2.00	145	\$290.00
Remail Checks	\$2.00	145	\$290.00
Postage	\$0.50	145	\$72.50
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting / Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee-One Year	\$1,350.00	1	\$1,350.00
Disbursement Manager	\$125.00	1	\$125.00
		Total	\$7,433.50



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

Case Wrap Up

Send Final Reports to Counsel

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

Postage	\$768.50	Total Case Costs	\$8,983.50
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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