

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

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

Plaintiff,

v.

FRESH LINK LOGISTICS, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: BC719412

Honorable Lawrence P. Riff
Department SSC7

CLASS ACTION

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

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DECLARATION OF LINDSAY KLINE

I, LINDSAY KLINE, hereby declare:

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

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

3. Simpluris was approved by Counsel for Pedro German ("Plaintiff"), and Fresh Link Logistics, LLC ("Defendant"), (collectively the "Parties"), to provide settlement administration services in the *Pedro German v. Field Fresh Foods, Inc., et al.*, 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 Plaintiff, Class Counsel, Class Members, and Aggrieved Employees; (d) translating, printing and mailing the Notice of Class Action Settlement to Class Members and Aggrieved Employees; (e) receiving and validating Requests for Exclusion, Objections or Disputes of Workweeks submitted by Class Members and/or Aggrieved Employees; (f) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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TOLL FREE TELEPHONE HELPLINE

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

1 representative during normal business hours or to leave a message and receive a return call during non-
2 business hours. Spanish-speaking representatives are available during normal business hours. The toll-
3 free telephone number included in the Notice of Class Action Settlement was (888) 369-3780 and was
4 live on August 1, 2022.

5 NOTIFICATION TO THE CLASS

6 5. On June 17, 2022, Simpluris received the Court-approved Notice of Class Action
7 Settlement (hereafter “Class Notice”). The Class Notice advised Class Members of their right to request
8 exclusion from the Class Settlement, object to the Class Settlement, dispute workweeks, do nothing,
9 and the implications of each such action. The Class Notice advised Class Members of applicable
10 deadlines and other events, including the Final Approval Hearing, and how Class Members could
11 obtain additional information.

12 6. On June 25, 2022, Defense Counsel provided Simpluris with a mailing list (“Class Data
13 List”) containing Class Members’ full names, last-known mailing addresses, last-known telephone
14 numbers, Social Security Numbers and dates of employment for each Class Member and Aggrieved
15 Employee during the Class Period and PAGA Period. The Class Data List contained data for one
16 hundred seventeen (117) Class Members and forty-two (42) Aggrieved Employees.

17 7. The mailing addresses contained in the Class List were processed and updated utilizing
18 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
19 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
20 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
21 would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate
22 eleven (11) updated addresses using NCOA prior to the mailing of the Class Notice.

23 8. On August 1, 2022, Class Notice was mailed to one hundred seventeen (117) Class
24 Members and forty-two (42) Aggrieved Employees, in English and Spanish, with addresses contained
25 in the Class Data List via First Class mail or updated via the NCOA search. A copy of the Class Notice
26 is attached hereto as **Exhibit A**.
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1 9. A total of twelve (12) Class Notices were returned to Simpluris. Of these, zero (0) were
2 returned with a forwarding address. If a Class Member's Class Notice was returned by the USPS as
3 undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e.,
4 skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis.
5 Simpluris used the Class Member's name and previous address to locate a current address. Through
6 the advanced address searches, Simpluris was able to locate nine (9) updated addresses and Simpluris
7 promptly mailed a Class Notice to those updated addresses. Ultimately, there are three (3) Class
8 Notices that remain undeliverable.

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

10 10. The deadline for Class Members to submit a Request for Exclusion, Object to the
11 Settlement or Dispute work weeks was September 30, 2022.

12 11. As of this date, Simpluris has received one (1) Request for Exclusion from the Class
13 Settlement from a Class Member. The Class Member who requested exclusion is Oscar J. Bejarano
14 Vizcaino. A true and correct copy of the Request for Exclusion Simpluris received in attached hereto as
15 **Exhibit B.**

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

18 13. As of this date, Simpluris has not received any Disputes regarding Workweeks and/or
19 PAGA Workweeks from Class Members and/or Aggrieved Employees.

20 **CLASS MEMBER AWARDS**

21 14. As of this date, there are one hundred sixteen (116) Class Members who will be paid
22 their portion of the Net Settlement Fund and forty-two (42) Aggrieved Employees who will be paid
23 their portion of the 25% portion of the PAGA Settlement Amount (i.e., \$10,000.00), including the
24 Class Member who requested exclusion from the Settlement.

25 15. The Net Settlement Fund of \$208,029.00 available to pay Class Members was
26 determined by subtracting the Attorneys' Fees (\$161,875.00), Attorneys' Costs (\$40,000.00), Service
27 Award (\$5,000.00), PAGA Settlement Amount (\$40,000.00), and the Settlement Administration Costs
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1 (\$7,596.00) from the Gross Fund Value (\$462,500.00). The total number of Workweeks is 11,968.72.
2 The number of Workweeks through June 18, 2021 is 11,968.72, therefore the escalator provision was
3 not triggered.

4 16. The *average estimated Individual Settlement Payment* is \$1,793.35, the *highest*
5 *estimated Individual Settlement Payment* is \$6,175.32 and the *lowest estimated Individual Settlement*
6 *Payment* is \$7.47.

7 17. The *average estimated Individual PAGA Payment* is \$238.09, the *highest estimated*
8 *Individual PAGA Payment* is \$280.26 and the *lowest estimated Individual PAGA Payment* is \$30.10.

9 ADMINISTRATION COSTS

10 18. As of this date, Simpluris has completed the initial notice and reporting process which
11 included thorough review of the Class Data List, NCOA Database search for all Class Members and
12 Aggrieved Employees addresses and mailing the Notice Packet to all Class Members and Aggrieved
13 Employees, receiving and responding to inquiries from Class Members and Aggrieved Employees, and
14 maintaining a web address for Class Members and Aggrieved Employees to easily access relevant
15 Court and settlement documents. Simpluris has completed response processing, which included access
16 for Class Members and Aggrieved Employees to contact our Call Center, skip tracing and remailing
17 any returned Notice Packets, and reviewing, processing and resolving responses to the Settlement.
18 Simpluris' work in connection with this matter will continue with the calculation of the settlement
19 checks, issuance and mailing of those settlement checks, etc., continued Class Member and Aggrieved
20 Employee access to our Call Center and to do the necessary tax reporting on settlement payments. A
21 detailed capped-fee invoice showing the work Simpluris has completed and expects to complete
22 through final distribution and completion of the administration is attached to this declaration as **Exhibit**
23 **C**. Simpluris' total costs for services in connection with the administration of this Settlement, including
24 fees incurred and anticipated future costs for completion of the administration, are \$7,596.00.
25 Simpluris' work in connection with this matter will continue with the calculation of the settlement
26 checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on
27 such payments.
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19. A combined count of current and anticipated hours for each department are as follows:

<u>Department</u>	<u>Hours</u>
Project Manager Case Setup	4
Project Manager Administration	15
Data Analyst	5
Claims Processing	2
<u>Disbursement / Taxation</u>	<u>15</u>
TOTAL	41

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 30th day of November 2022, in Costa Mesa, CA.


Lindsay Kline

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Pedro German v. Field Fresh Foods, Inc., et al.,
Superior Court of California for the County of Los Angeles, Case No. BC719412

PLEASE READ THIS NOTICE CAREFULLY.

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

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

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

«IMbJullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«BarcodeString»

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Pedro German ("Plaintiff") and Defendant Fresh-Link Logistics, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Pedro German v. Field Fresh Foods, Inc., et al.*, Superior Court of California, County of Los Angeles, Case No. BC719412, ("Litigation"), which may affect your legal rights. On June 16, 2022, the Court granted preliminary approval of the settlement and scheduled a hearing on December 27, 2022 at 11:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Aggrieved Employees**" means all current and former hourly non-exempt employees employed by Defendant Fresh-Link in California during the period May 5, 2020 to June 18, 2021.

"**Class**" means all current and former hourly non-exempt employees employed by Defendant Fresh-Link in California during the period August 28, 2014 to June 18, 2021.

"**Class Member**" means an individual or individuals who fall(s) within the definition of the Class.

"**Class Period**" means the time period August 28, 2014 to June 18, 2021.

"**PAGA Period**" means the time period from May 5, 2020 to June 18, 2021.

II. BACKGROUND OF THE LAWSUIT

On August 28, 2018, Plaintiff filed the Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. BC719412, against Fresh-Link Logistics, LLC and Field Fresh Foods, Inc. On January 14, 2019, Plaintiff filed the First Amended Class Action Complaint for Damages.

On October 21, 2021, Plaintiff filed the Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), adding claims under California Labor Code Private Attorneys General Act of 2004 ("PAGA") and dismissing Field Fresh Foods, Inc. from the Litigation.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Litigation or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the First Amended Stipulation of Settlement and Release (“Settlement” or “Settlement Agreement”).

On June 16, 2022, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff as the representative of the Class (“class representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

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

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total maximum settlement amount is four hundred sixty-two thousand five hundred dollars and zero cents (\$462,500.00) (the “Gross Fund Value”). The portion of the Gross Fund Value that is available for payment to Settlement Class Members is referred to as the “Net Fund Value.” The Net Fund Value will be the Gross Fund Value less the following payments, which are subject to approval by the Court: (1) Attorneys’ Fees, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Fund Value (i.e., \$161,875.00); (2) Attorneys’ Costs consisting of reimbursement of litigation costs and expenses in an amount not to exceed forty thousand dollars and zero cents (\$40,000.00) to Class Counsel; (3) Service Award in an amount not to exceed five thousand dollars and zero cents (\$5,000.00) to Plaintiff for his services in the Litigation; (4) Settlement Administration Costs in an amount not to exceed eight thousand dollars and zero cents (\$8,000.00) to the Settlement Administrator; and (5) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of thirty thousand dollars and zero cents (\$30,000.00) for its 75% portion of the PAGA Settlement Amount (i.e., LWDA Payment). Note: a total of forty thousand dollars and zero cents (\$40,000.00) from the Gross Fund Value has been allocated toward penalties under PAGA (“PAGA Settlement Amount”), of which the LWDA will be paid 75% and the remaining 25% (i.e., \$10,000.00) will be distributed to Aggrieved Employees on a pro rata basis, based on PAGA Workweeks during the PAGA Period (i.e., Individual PAGA Payment).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Fund Value (“Individual Settlement Share”) based on the number of weeks each Settlement Class Member worked as an hourly non-exempt employee of Defendant during the Class Period (“Workweeks”).

Settlement Class Members will be issued payment for a proportionate share of the Net Fund Value. The determination of each Settlement Class Member’s proportionate share of the Net Fund Value will be based on his or her Workweeks as compared to the Workweeks of all Class Members. An estimate of your potential share is listed in Section III.C below. Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Settlement Amount attributed to Aggrieved Employees, i.e., \$10,000, (“Individual PAGA Payment”) based on the number of weeks that each Aggrieved Employee worked as an hourly non-exempt employee of Defendant during the PAGA Period (“PAGA Workweeks”).

Aggrieved Employees will be issued payment for their *pro rata* share of the 25% of the PAGA Settlement Amount attributed to Aggrieved Employees based on his or her PAGA Workweeks as compared to the PAGA Workweeks of all Aggrieved Employees. An estimate of your potential share is listed in Section III.C. below. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual Settlement Share will be allocated as one-third (1/3) wages, which will be reported on an IRS Form W-2, and two-third (2/3) penalties and interest, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Share, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and withholdings with respect to the wages portion of Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Fund Value. Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form 1099, if necessary.

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

B. Your Workweeks Based on Defendant's Records

According to Defendant's records, you have been credited with «MERGED_WW_CALC» Workweeks during the Class Period, i.e., from August 28, 2014 to June 18, 2021.

According to Defendant's records, you have been credited with «MERGED_PAGAWW_CALC» PAGA Workweeks during the PAGA Period, i.e., from May 5, 2020 to June 18, 2021.

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The dispute must: (i) contain the case name and number (*German vs. Field Fresh Foods, Inc.*, Los Angeles Superior Court Case No. BC719412) and your full name, current mailing address, signature, and last four digits of your Social Security number; (ii) include an explanation of the number of Workweeks and/or PAGA Workweeks you contend should be credited to you; (iii) attach documentation demonstrating that the number of Workweeks and/or PAGA Workweeks credited to you based on Defendant's records is incorrect and that the number you propose is correct; and (iv) be submitted by mail to the Settlement Administrator at the address set forth in Section IV.B below, postmarked **no later than September 30, 2022.**

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Workweeks credited to you.

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

Your Individual PAGA Payment is estimated to be \$«MERGED_PAGAAmnt_CALC» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

D. Release of Claims

Upon the Effective Date and full funding of the Gross Fund Value, Plaintiff and each Settlement Class Member (i.e., a Class Member who has not submitted a timely and valid Request for Exclusion) shall be deemed to have released, to the maximum extent permitted by law, Defendant Fresh-Link Logistics, LLC and each of the Released Entities of all Released Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Gross Fund Value, Plaintiff, all Aggrieved Employees, and the State of California (with respect to employment of Aggrieved Employees by Defendant during the PAGA Period) shall be deemed to have released, to the

maximum extent permitted by law, Defendant Fresh-Link Logistics, LLC and each of the Released Entities of all Released PAGA Claims he, she, or it may have or had.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, actions or causes of action contingent or accrued, asserted or that could have been asserted based on the facts alleged in the Operative Complaint, arising during the Class Period, including Defendant’s alleged violation of the California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, Industrial Welfare Commission Wage Orders and California Business and Professions Code section 17200, et seq. for off-the-clock work, failure to pay minimum and overtime wages, failure to provide meal and rest periods and associated premium payments, timely pay wages during employment, timely pay wages upon termination and associated waiting time penalties, failure to include bonuses and other non-discretionary compensation in the calculation of the regular rate of pay for purposes of overtime compensation, failure to provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses.

“Released PAGA Claims” means claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. arising during the PAGA Period for violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, Industrial Welfare Commission Wage Orders that were asserted or that could have been asserted based on the facts alleged in the Operative Complaint and/or PAGA Letter and arising during the PAGA Period, for off-the-clock work, failure to pay minimum and overtime wages, failure to provide meal and rest periods and associated premium payments, timely pay wages during employment, timely pay wages upon termination and associated waiting time penalties, failure to include bonuses and other non-discretionary compensation in the calculation of the regular rate of pay for purposes of overtime compensation, failure to provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses. Class Members and Aggrieved Employees shall release these claims irrespective of whether or not Class Members request exclusion from the Class Settlement.

“Released Entities” means Defendant Fresh-Link Logistics, LLC, and any of its present and former members, parents, subsidiaries, affiliates, predecessors, successors, partners, investors, shareholders, principals, agents, servants, employees, officers, directors, representatives, accountants, insurers, and attorneys, including and not limited to, Field Fresh Foods, Inc. to the extent Field Fresh Foods, Inc. may be alleged to be a joint employer of Class Members with Fresh-Link Logistics, LLC that gives rise to Released Claims for which they may be held liable under the California Labor Code, and all of their predecessors, successors, and assigns.

E. Attorneys’ Fees and Attorneys’ Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Fund Value (i.e., \$161,875.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount not to exceed forty thousand dollars and zero cents (\$40,000.00) (“Attorneys’ Costs”), subject to approval by the Court. All Attorneys’ Fees and Attorneys’ Costs awarded by the Court will be paid from the Gross Fund Value. Class Counsel has been prosecuting the Litigation on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Award to Plaintiff

Plaintiff will seek the amount of five thousand dollars and zero cents (\$5,000.00) (“Service Award”), in recognition of his services in connection with the Litigation. The Service Award will be paid from the Gross Fund Value, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed eight thousand dollars and zero cents (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and Aggrieved Employees of the Settlement, processing Requests for Exclusion, objections, and disputes of Workweeks and/or PAGA Workweeks, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Fund Value, subject to approval by the Court.

H. PAGA Penalties to the LWDA and Aggrieved Employees

As explained above, forty thousand dollars and zero cents (\$40,000.00) of the Gross Fund Value is allocated for penalties pursuant to PAGA (i.e., PAGA Settlement Amount). Pursuant to California Labor Code section 2699(i), and subject to approval by the Court under California Labor Code section 2699(1), seventy-five percent (75%) of the PAGA Penalties (i.e., \$30,000.00) will be paid to the Labor and Workforce Development Agency and the remaining 25% (i.e., \$10,000.00) will be distributed to Aggrieved Employees on a pro rata basis, based on PAGA Workweeks during the PAGA Period (i.e., Individual PAGA Payment).

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

A. Participate in the Class Settlement

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

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member or Aggrieved Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Settlement, you must submit a written statement requesting to be excluded from the Class Settlement ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (i) contain the case name and number of the Litigation (*German vs. Field Fresh Foods, Inc., et al.*, Los Angeles Superior Court Case No. BC719412) and your full name, current mailing address, signature, and last four digits of your Social Security number; (ii) include a statement indicating that you wish to be excluded (for example, "I wish to be excluded from the Class Settlement of the case entitled *German v. Fresh-Link Logistics, LLC*, Los Angeles Superior Court Case No. BC719412"); and (iii) be submitted by mail to the Settlement Administrator postmarked **no later than September 30, 2022**, at the following mailing address:

German v. Fresh-Link Logistics, LLC
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon, if it grants final approval of the Settlement. However, consistent with applicable law, Aggrieved Employees may not exclude themselves from the PAGA Settlement, will still receive an Individual PAGA Payment, and will be bound by all terms of the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon, if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator or by presenting an objection orally at the Final Approval Hearing.

A written objection must: (i) contain the case name and number of the Litigation (*German vs. Field Fresh Foods, Inc., et al.*, Los Angeles Superior Court Case No. BC719412) and your full name, current mailing address, telephone number, signature, and last four digits of your Social Security number; (ii) contain a statement of your objection(s), as well as specific reasons, if any, for the objections, and any supporting materials you wish to introduce and/or rely upon; (iii) identify any attorney who represents you for your objection; and (iv) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than September 30, 2022**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC-7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012 on December 27, 2022, at 11:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Attorneys' Costs to Class Counsel, Service Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

It is not necessary for you to appear at this hearing, although you may appear if you wish to. Personal appearances and telephonic appearances are an option. You can find information regarding the Court's most current COVID-19 guidelines online at: <https://www.lacourt.org/>.

You can find information regarding appearing remotely online at:
<http://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=cj>.

You may also be able to appear using CourtCall, and more information is available by calling (888) 882-6878 or online at: <https://courtcall.com/schedule/>. Please note that there may be deadlines to reserve a telephonic or remote appearance and fees or charges may apply.

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

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other court records in the Litigation at the Stanley Mosk Courthouse, located at 111 North Hill Street, Los Angeles, California 90012, during business hours.

Please note, due to the COVID-19 pandemic, there may be limitations on access to court facilities. Please visit the following link for the Court's most current social distancing procedures and information regarding accessing court facilities: <https://www.lacourt.org/>.
PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

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

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE

Pedro German v. Field Fresh Foods, Inc., et al.,
Corte Superior de California para el Condado de Los Ángeles, Caso No. BC719412

POR FAVOR, LEA ATENTAMENTE ESTA NOTIFICACIÓN.

Recibió esta Notificación porque los registros del Demandado indican que usted podría ser elegible para participar en un acuerdo de acción de clase al que se llegó en el caso arriba mencionado.

No necesita tomar ninguna acción para recibir un pago del acuerdo.

Esta Notificación está diseñada para informarle sobre sus opciones y derechos con respecto al acuerdo, y cómo puede solicitar su exclusión del Acuerdo de Clase, oponerse al Acuerdo de Clase o disputar la cantidad de Semanas de Trabajo y/o Semanas de Trabajo de la PAGA que se le acreditó, si así lo desea.

SE LE NOTIFICA QUE: Se ha alcanzado un acuerdo de clase y representación entre el Demandante Pedro German (“Demandante”) y el Demandado Fresh-Link Logistics, LLC (“Demandado”) (el Demandante y el Demandado se denominan, en conjunto, las “Partes”) en el caso titulado *Pedro German v. Field Fresh Foods, Inc., et al.*, Corte Superior de California, Condado de Los Ángeles, Caso No. BC719412, (“Litigación”), que puede afectar sus derechos legales. El 16 de junio de 2022, la Corte otorgó la homologación preliminar del acuerdo y programó una audiencia el 27 de diciembre de 2022 a las 11:00 a.m. (“Audiencia de Homologación Definitiva”) para determinar si la Corte debería conceder la homologación definitiva del acuerdo.

I. DEFINICIONES IMPORTANTES

“**Empleados Agravados**” son todos los empleados anteriores y actuales no exentos y que trabajaron por hora para el Demandado Fresh-Link en California durante el período entre el 5 de mayo del 2020 y el 18 de junio del 2021.

“**Clase**” significa todos los empleados anteriores y actuales no exentos y que trabajaron por hora por Fresh-Link en California durante el período entre el 28 de agosto del 2014 y el 18 de junio del 2021.

“**Miembro de la Clase**” significa una persona o personas que cae(n) dentro de la definición de la Clase.

“**Período de la Clase**” significa el período comprendido entre el 28 de agosto del 2014 y el 18 de junio del 2021.

“**Período de la PAGA**” significa el período comprendido entre el 5 de mayo del 2020 y el 18 de junio del 2021.

II. ANTECEDENTES DEL JUICIO

El 28 de agosto del 2018, el Demandante presentó la Demanda de Acción de Clase por Daños en la Corte Superior de Los Ángeles, Caso No. BC719412, contra Fresh-Link Logistics, LLC y Field Fresh Foods, Inc. El 14 de enero del 2019, el Demandante presentó la Primera Demanda de Acción de Clase Modificada por Daños.

El 21 de octubre del 2021, el Demandante presentó la Segunda Demanda de Acción de Clase Modificada por Daños y Aplicación conforme a la Ley de Procuraduría General Privada, el Código Laboral de California, art. 2698, Et Seq. (“Demanda Vigente”), que agregó reclamos en virtud de la Ley de Procuraduría General Privada de 2004 (“PAGA”) del Código Laboral de California y desestimó a Field Fresh Foods, Inc. de la Litigación.

El Demandante alega que el Demandado no pagó debidamente los salarios mínimos y horas extra, no brindó períodos de comida y de descanso conformes con las normativas ni las primas asociadas, no pagó oportunamente los salarios durante el empleo y ante la finalización del empleo ni las sanciones por mora intencional en el pago de los montos debidos después de la desvinculación, no brindó talones de cheque precisos, no mantuvo los registros de nómina de pago correspondientes y no reembolsó los gastos comerciales, y por lo tanto realizó prácticas comerciales injustas y una conducta que da lugar a sanciones en virtud de PAGA. El Demandante busca, entre otras cosas, recuperar los salarios impagos, las primas por períodos de comida y descanso, restitución, sanciones, intereses, honorarios y costos de los abogados.

El Demandado niega todas las alegaciones en la Litigación o haber violado alguna ley.

Las Partes participaron en una mediación con un respetado mediador de acción de clase, y como resultado, las Partes llegaron a un acuerdo para toda la clase. Desde entonces, las Partes han celebrado la Primera Estipulación Modificada del Acuerdo y Exoneración (“Acuerdo”).

El 16 de junio de 2022, la Corte dictó una orden que determina la homologación preliminar del Acuerdo. La Corte ha designado a Simpluris, Inc. como el administrador del Acuerdo (“Administrador del Acuerdo”), al Demandante como el representante de la Clase (“representante de la clase”), y a los siguientes abogados del Demandante como los abogados de la Clase (“Abogados de la Clase”):

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

Si usted es un Miembro de la Clase, no hace falta que tome una acción para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar una exclusión del Acuerdo de Clase (en cuyo caso no recibirá un Pago Individual del Acuerdo), oponerse al Acuerdo de Clase y/o impugnar las Semanas de Trabajo y/o Semanas de Trabajo de la PAGA que se le acreditaron, si así lo desea, como se explica con mayor detalle en las Secciones III y IV más adelante.

El Acuerdo representa un compromiso y resolución de los reclamos sumamente controvertidos. Ninguna disposición del Acuerdo tiene como objetivo ser ni será interpretada como la aceptación por parte del Demandado de que los reclamos formulados en la Litigación son verosímiles o de que el Demandado tiene responsabilidad alguna frente al Demandante o los Miembros de la Clase. El Demandante y el Demandado y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos y las incertidumbres que representa para cada parte la continuación del litigio, el Acuerdo es justo, razonable y adecuado, y es en los mejores intereses de los Miembros de la Clase. La Corte no dictado sentencia con respecto al fondo de los reclamos afirmados en la Litigación y solo ha determinado que la certificación de la Clase para fines del acuerdo es apropiada conforme a la legislación de California.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El importe máximo del acuerdo es de cuatrocientos sesenta y dos mil quinientos dólares con cero centavos (\$462,500.00) (el “Valor Bruto del Fondo”). La parte del Valor Bruto del Fondo que está disponible para el pago a los Miembros de la Clase del Acuerdo se denomina “Valor Neto del Fondo”. El Valor Neto del Fondo será el Valor Bruto del Fondo menos los siguientes pagos, que están sujetos a su aprobación por parte de la Corte: (1) Honorarios de Abogados, que consisten en los honorarios de los abogados por un monto que no exceda el 35% del Valor Bruto del Fondo (es decir, \$161,875.00); (2) los Costos de los Abogados que consisten en el reembolso de los costos y gastos de la litigación por un monto que no exceda los cuarenta mil dólares y cero centavos (\$40,000.00) al Abogado de la Clase; (3) el Aumento en el Pago por un monto que no exceda los cinco mil dólares y cero centavos (\$5,000.00) al Demandante por sus servicios en la Litigación; (4) los Costos de la Administración del Acuerdo por un monto que no exceda los ocho mil dólares y cero centavos (\$8,000.00) al Administración del Acuerdo; y (5) el pago a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral (“LWDA”) de California por el monto de treinta mil dólares y cero centavos (\$30,000.00) por su parte del 75% del Importe del Acuerdo de la PAGA (es decir, el Pago a la LWDA). Nota: se ha asignado un total de cuarenta mil dólares y cero centavos (\$40,000.00) del Valor Bruto del Fondo para sanciones en virtud de la PAGA (“Importe del Acuerdo en virtud de la PAGA”), del cual la LWDA recibirá el 75% y el 25% restante (es decir, \$10,000.00) se distribuirá a los Empleados Agraviados de forma prorrateada, en función de las Semanas de Trabajo de la PAGA durante el Período de la PAGA (es decir, el Pago Individual en virtud de la PAGA).

Los Miembros de la Clase son elegibles para recibir el pago conforme al Acuerdo de Clase de su parte *prorrateada* del Valor Neto del Fondo (“Parte Individual del Acuerdo”) según la cantidad de semanas que cada Miembro de la Clase del Acuerdo haya trabajado como empleado no exento por hora del Demandado durante el Período de la Clase (“Semanas de Trabajo”).

Los Miembros de la Clase del Acuerdo recibirán un pago por una parte proporcional del Valor Neto del Fondo. La determinación de la parte proporcional del Valor Neto del Fondo de cada Miembro de la Clase del Acuerdo se basará en sus Semanas de Trabajo en comparación con las Semanas de Trabajo de todos los Miembros de la Clase. En la Sección III.C a continuación se incluye una estimación de su posible parte. Los Miembros de la Clase que no presenten una Solicitud de Exclusión del Acuerdo válida y oportuna (“Miembros de la Clase del Acuerdo”) recibirán el pago de su Parte Individual del Acuerdo final.

Los Empleados Agraviados son elegibles para recibir el pago conforme al Acuerdo en virtud de la PAGA de su parte *prorrateada* de la parte del 25% del Importe del Acuerdo de la PAGA atribuido a los Empleados Agraviados, es decir, \$10,000 (“Pago Individual de la PAGA”) basado en la cantidad de semanas que cada Empleado Agraviado trabajó como empleado no exento por horas del Demandado durante el Período de la PAGA (“Semanas de Trabajo de la PAGA”).

A los empleados Agraviados se les emitirá un pago por su parte *prorrateada* del 25% del Importe del Acuerdo de la PAGA atribuido a los Empleados Agraviados en función de sus Semanas de Trabajo de la PAGA en comparación con las Semanas de Trabajo de la

PAGA de todos los Empleados Agraviados. En la Sección III.C a continuación se incluye una estimación de su posible parte. Los Empleados Agraviados estarán obligados al Acuerdo de la PAGA independientemente de si ejercen su opción de optar por no participar en el Acuerdo de Clase.

Cada Parte Individual del Acuerdo se asignará del siguiente modo: un tercio (1/3) en concepto de salarios, que se informarán en un Formulario W-2 del IRS, y dos tercios (2/3) en concepto de sanciones e intereses, que se informarán en un Formulario 1099 del IRS (si corresponde). Cada Parte Individual del Acuerdo estará sujeta a reducción por la parte correspondiente al empleado de impuestos y retenciones con respecto a la parte salarial de la Parte Individual del Acuerdo, lo que resultará en un pago neto al Miembro de la Clase del Acuerdo (“Pago Individual del Acuerdo”). La parte del empleador de los impuestos y retenciones con respecto a la parte salarial de los Pagos Individuales del Acuerdo serán pagados por el Demandado por separado y además del Valor Bruto del Fondo. Cualquier pago por un Pago Individual en virtud de la PAGA se asignará como cien por ciento (100%) de sanciones, no estará sujeto a impuestos y retenciones, y se informará en un Formulario 1099 del IRS, si fuera necesario.

Si la Corte otorga la homologación definitiva del Acuerdo, los Pagos Individuales del Acuerdo y/o los Pagos Individuales en virtud de la PAGA se enviarán por correo a los Miembros de la Clase del Acuerdo y/o a los Empleados Agraviados a la dirección que se encuentra en los registros del Administrador del Acuerdo. **Si la dirección a la que se envió esta Notificación no es correcta, o si se muda después de recibir esta Notificación, debe proporcionar su dirección de correspondencia correcta al Administrador del Acuerdo lo antes posible, para garantizar que usted reciba el pago al que pueda tener derecho en virtud del Acuerdo.**

B. Sus Semanas de Trabajo según los registros del Demandado

De acuerdo con los registros del Demandado, se le han acreditado «MERGED_WW_CALC» Semanas de Trabajo durante el Período de la Clase, es decir, del 28 de agosto del 2014 al 18 de junio del 2021.

De acuerdo con los registros del Demandado, se le han acreditado «MERGED_PAGAWW_CALC» Semanas de Trabajo de la PAGA durante el Período de la PAGA, es decir, del 5 de mayo del 2020 al 18 de junio del 2021.

Si desea impugnar la cantidad de Semanas de Trabajo y/o Semanas de Trabajo de la PAGA que se le acreditaron, debe enviar su impugnación por escrito al Administrador del Acuerdo. La impugnación debe: (i) contener el nombre y el número del caso (*German vs. Field Fresh Foods, Inc.*, Corte Superior de Los Ángeles, Caso No. BC719412) y su nombre completo, dirección postal actual, firma y los últimos cuatro dígitos de su número de Seguro Social; (ii) incluir una explicación de la cantidad de Semanas de Trabajo y/o Semanas de Trabajo de la PAGA que considera que se le deben acreditar; (iii) adjuntar documentación que demuestre que la cantidad de Semanas de Trabajo y/o Semanas de Trabajo de la PAGA que se le acreditaron según los registros del Demandado es incorrecta y que la cantidad que propone es correcta; y (iv) ser enviada por correo al Administrador del Acuerdo a la dirección establecida en la Sección IV.B a continuación, con sello postal **a más tardar el 30 de septiembre de 2022.**

C. Su Parte Individual del Acuerdo Estimada y/o su Pago Individual en Virtud de la PAGA

Como se explicó anteriormente, su Pago Individual del Acuerdo estimada y su Pago Individual en Virtud de la PAGA se basa en la cantidad de Semanas de Trabajo y/o Semanas de Trabajo de la PAGA que le fue acreditada.

Conforme a los términos del Acuerdo, se estima que su Parte Individual del Acuerdo es de \$«MERGED_ClassAmnt_CALC». La Parte Individual del Acuerdo está sujeta a una reducción por los impuestos y retenciones correspondientes al empleado con respecto a la parte salarial de la Parte Individual del Acuerdo, y solamente se distribuirá si la Corte homologa el Acuerdo y después de que el Acuerdo entre en vigencia.

Su Pago Individual en virtud de la PAGA es de \$«MERGED_PAGAAmnt_CALC» y solamente se distribuirán si la Corte homologa el Acuerdo y después de que el Acuerdo entre en vigencia.

El proceso de homologación del acuerdo puede demorar varios meses. Su Pago Individual del Acuerdo y/o su Pago Individual en Virtud de la PAGA que se indica en la presente Notificación es solo una estimación. Su Pago Individual del Acuerdo y/o su Pago Individual en Virtud de la PAGA reales pueden ser superiores o inferiores a ese importe.

D. Exoneración de Reclamos

En la Fecha de Entrada en Vigencia y el financiamiento total del Valor Bruto del Fondo, se considerará que el Demandante y cada Miembro de la Clase del Acuerdo (es decir, un Miembro de la Clase que no haya presentado una Solicitud de Exclusión válida y oportuna) han exonerado, en la medida máxima permitida por ley, al Demandado Fresh-Link Logistics, LLC y cada una de las Entidades Exoneradas de todos los Reclamos Exonerados de la Clase que él o ella pueda tener o haya tenido.

En la Fecha de Entrada en Vigencia y la financiación total del Valor Bruto del Fondo, se considerará que el Demandante, todos los Empleados Agraviados y el Estado de California (con respecto al empleo de los Empleados Agraviados por parte del Demandado durante el Período de la PAGA) han exonerado, en la medida máxima permitido por la ley, al Demandado Fresh-Link Logistics, LLC y cada una de las Entidades Exoneradas de todos los Reclamos Exonerados en virtud de la PAGA que puedan tener o hayan tenido.

“Reclamos Exonerados de la Clase” significa todos los reclamos, deudas, responsabilidades, obligaciones, garantías, costos, gastos, honorarios de abogados, daños, acciones o causas de acción contingentes o acumuladas, afirmadas o que podrían haberse afirmado sobre la base de los hechos alegados en la Demanda Vigente, que surgieron durante el Período de la Clase, incluso la supuesta violación del Demandado de los artículos 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California, las Órdenes Salariales de la Comisión de Bienestar Industrial y el artículo 17200, et seq. del Código de Negocios y Profesiones de California por trabajo sin fichar, no pagar salarios mínimos y de horas extra, no proporcionar períodos de comida y descanso y los pagos de primas asociados, no pagar oportunamente los salarios durante el empleo, no pagar oportunamente los salarios en la desvinculación y sanciones por mora intencional en el pago de los montos debidos después de la desvinculación, no incluir bonos y otra compensación no discrecional en el cálculo de la tarifa regular de paga para los fines de compensación de horas extra, no proporcionar talones de cheque correspondientes, no mantener registros de nómina de pago completos y precisos y no reembolsar los gastos comerciales necesarios.

“Reclamos Exonerados de la Clase” significa los reclamos por sanciones civiles conforme a la Ley de Procuraduría General Privada de 2004, el artículo 2698, et seq. del Código Laboral de California que surgieron durante el Período de la PAGA por violaciones de los artículos 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California, las Órdenes Salariales de la Comisión de Bienestar Industrial y el artículo 17200, et seq. del Código de Negocios y Profesiones de California que fueron afirmados o que podrían haberse afirmado en los hechos alegados en la Demanda Vigente y/o la Carta de la PAGA y que surgieron durante el Período de la PAGA por trabajo sin fichar, no pagar salarios mínimos y de horas extra, no proporcionar períodos de comida y descanso y los pagos de primas asociados, no pagar oportunamente los salarios durante el empleo, no pagar oportunamente los salarios en la desvinculación y sanciones por mora intencional en el pago de los montos debidos después de la desvinculación, no incluir bonos y otra compensación no discrecional en el cálculo de la tarifa regular de paga para los fines de compensación de horas extra, no proporcionar talones de cheque correspondientes, no mantener registros de nómina de pago completos y precisos y no reembolsar los gastos comerciales necesarios. Los Miembros de la Clase y los Empleados Agraviados exonerarán estos reclamos independientemente de si los Miembros de la Clase solicitan o no la exclusión del Acuerdo de la Clase.

“Entidades Exoneradas” significa el Demandado Fresh-Link Logistics, LLC y cualquiera de sus miembros, matrices, subsidiarias, afiliados, predecesores, sucesores, socios, inversionistas, accionistas, directores, agentes, servidores, empleados, funcionarios, directores, representantes, contadores, aseguradores y abogados actuales y anteriores, incluidos, entre otros, Field Fresh Foods, Inc. en la medida en que se pueda alegar que Field Fresh Foods, Inc. es un empleador conjunto de los Miembros de la Clase con Fresh-Link Logistics, LLC que da lugar a Reclamos Exonerados por los cuales pueden ser considerados responsables en virtud del Código Laboral de California, y todos sus predecesores, sucesores y cesionarios.

E. Honorarios de abogados y costos de abogados para el Abogado de la Clase

El Abogado de la Clase solicitará honorarios de abogados por un monto que no exceda el treinta y cinco por ciento (35%) del Valor Bruto del Fondo (es decir, \$161,875.00) (“Honorarios de Abogados”) y el reembolso de los costos y gastos por un monto que no exceda los cuarenta mil dólares y cero centavos (\$40,000.00) (“Costos de Abogados”), sujeto a la aprobación de la Corte. Todos los Costos y Honorarios de Abogados otorgados por la Corte se pagarán del Valor Bruto del Fondo. El Abogado de la Clase ha llevado adelante la Litigación en nombre del Demandante, los Miembros de la Clase y los Empleados Agraviados sobre una base de honorarios de contingencia (es decir, sin recibir dinero hasta la fecha) y ha estado pagando todos los costos y los gastos de la litigación.

F. Aumento en el Pago al Demandante

El Demandante solicitará la suma de cinco mil dólares y cero centavos (\$5,000.00) (“Aumento en el Pago”), en reconocimiento por sus servicios con respecto a la Litigación. El Aumento en el Pago se pagará del Valor Bruto del Fondo, sujeto a la aprobación de la Corte y, si se adjudica, se le pagará al Demandante además de su Pago Individual del Acuerdo y el Pago Individual en Virtud de la PAGA al que tenga derecho en virtud del Acuerdo.

G. Costos de administración del acuerdo al Administrador del Acuerdo

Se estima que el Pago al Administrador del Acuerdo no superará los ocho mil dólares y cero centavos (\$8,000.00) (“Costos de la Administrador del Acuerdo”) por los costos de la notificación y el proceso de administración del acuerdo, lo que incluye, entre otros, el gasto de notificar a los Miembros de la Clase y los Empleados Agraviados del Acuerdo, procesar las Solicitudes de Exclusión, las oposiciones y las impugnaciones de las Semanas de Trabajo y/o Semanas de Trabajo de la PAGA, calcular las Partes Individuales del Acuerdo y los Pagos Individuales en virtud de la PAGA, y distribuir los pagos y los formularios de impuestos en virtud del Acuerdo, y se pagará del Valor Bruto del Fondo, sujeto a la aprobación de la Corte.

H. Sanciones en virtud de la PAGA a la LWDA y los Empleados Agraviados

Como se explicó anteriormente, cuarenta mil dólares y cero centavos (\$40,000.00) del Valor Bruto del Fondo se asignan para sanciones conforme a la PAGA (es decir, Importe del Acuerdo de la PAGA). De conformidad con el artículo 2699(i) del Código Laboral de California, y sujeto a la aprobación de la Corte en virtud del artículo 2699(1) del Código Laboral de California, el setenta y cinco por ciento (75%) de las sanciones en virtud de la PAGA (es decir, \$30,000.00) se pagarán a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral y el 25% restante (es decir, \$10,000.00) se distribuirán a los Empleados Agraviados de forma prorrateada, en función de las Semanas de Trabajo de la PAGA durante el Período de la PAGA (es decir, Pago Individual en virtud de la PAGA).

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

A. Participar en el Acuerdo

Si desea participar en el Acuerdo y recibir dinero del Acuerdo de Clase, no tiene que hacer nada. Usted será incluido automáticamente en el Acuerdo y recibirá su Pago Individual del Acuerdo a menos que decida excluirse del Acuerdo de Clase.

A menos que elija excluirse del Acuerdo de Clase, quedará sujeto a los términos del Acuerdo de Clase y a la sentencia que pueda dictar la Corte, y exonerará los Reclamos Exonerados de la Clase descritos en la Sección III.D arriba.

Si es un Empleado Agraviado, estará vinculado automáticamente en el Acuerdo en virtud de la PAGA y recibirá su Pago Individual en virtud de la PAGA.

Como Miembro de la Clase o Empleado Agraviado, no será responsable individualmente del pago de los honorarios de abogados o de los costos y gastos de litigación, a menos que contrate a su propio abogado, en cuyo caso usted será responsable de los honorarios y los gastos de su propio abogado.

B. Solicitud de Exclusión del Acuerdo de Clase

Si no desea participar en el Acuerdo, debe enviar una declaración escrita que solicite ser excluido del Acuerdo de la Clase (“Solicitud de Exclusión”) al Administrador del Acuerdo.

Una Solicitud de Exclusión debe: (i) contener el nombre del caso y el número de la Litigación (*German vs. Field Fresh Foods, Inc., et al.*, Corte Superior de Los Ángeles Caso No. BC719412) y su nombre completo, dirección postal actual, firma y los últimos cuatro dígitos de su Número de seguro social; (ii) incluir una declaración que indique que desea ser excluido (por ejemplo, “Deseo ser excluido del Acuerdo de Clase del caso titulado *German v. Fresh-Link Logistics, LLC*, Corte Superior de Los Angeles Caso No. BC719412”); y (iii) se debe enviar por correo postal al Administrador del Acuerdo con sello postal **a más tardar el 30 de septiembre de 2022**, a la siguiente dirección postal:

German v. Fresh-Link Logistics, LLC
c/o Administrador
P.O. Box 26170
Santa Ana, CA 92799

Si la Corte concede la homologación definitiva del Acuerdo, todo Miembro de la Clase que haya presentado una Solicitud de Exclusión válida y oportuna no tendrá derecho a recibir ningún Pago Individual del Acuerdo de Acuerdo de Clase, no quedará obligado por el Acuerdo de Clase (ni la exoneración de los Reclamos Exonerados de la Clase establecidos en la Sección III.D anterior) y no tendrá ningún derecho a oponerse, apelar ni comentar sobre el Acuerdo de Clase. Se considerará que todo Miembro de la Clase que no presente una Solicitud de Exclusión válida y oportuna al Acuerdo de Clase es un Miembro de la Clase del Acuerdo, y quedará obligado por todos los términos del Acuerdo de Clase, lo que incluye aquellos relacionados con la exoneración de los Reclamos Exonerados de la Clase establecidos en la Sección III.D anterior, como así también toda sentencia que pueda dictar la Corte con base en ellos si la Corte concede la homologación definitiva del Acuerdo. Sin embargo, de acuerdo con la ley aplicable, los Empleados Agraviados no pueden excluirse del Acuerdo en virtud de la PAGA, aún recibirán un Pago Individual en Virtud de la PAGA y estarán sujetos a todos los términos del Acuerdo en virtud de la PAGA, incluidos los relacionados con la exoneración de los Reclamos Exonerados en virtud de la PAGA descritos en la Sección III.D anterior, así como cualquier sentencia que pueda dictar la Corte con base en ellos, si la Corte concede la homologación definitiva del Acuerdo.

C. Oponerse al Acuerdo de Clase

Puede oponerse a los términos del Acuerdo de Clase siempre y cuando no haya presentado una Solicitud de Exclusión, mediante la entrega de una oposición por escrito al Administrador del Acuerdo o la presentación de su oposición en la Audiencia de Homologación Definitiva.

Una oposición escrita debe: (i) contener el nombre del caso y el número de Litigación (*German vs. Field Fresh Foods, Inc., et al.*, Corte Superior de Los Ángeles Caso No. BC719412) y su nombre completo, dirección postal actual, número de teléfono, firma, y los últimos cuatro dígitos de su número de Seguro Social; (ii) contener una declaración de su(s) oposición(es), así como las razones específicas, si las hubiere, para las oposiciones, y cualquier material de apoyo que desee presentar y/o en el que se base; (iii) identificar a cualquier abogado que lo represente para su oposición; y (iv) enviarse por correo al Administrador del Acuerdo a la dirección indicada en la Sección IV.B anterior, con sello postal **a más tardar del 30 de septiembre de 2022**.

V. AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA

La Corte celebrará una Audiencia de Homologación Definitiva en el Departamento SSC-7 de la Corte Superior del Condado de Los Ángeles ubicado en 312 North Spring Street, Los Ángeles, California 90012 el 27 de diciembre de 2022 a las 11:00 a.m., para determinar si el Acuerdo debe homologarse en forma definitiva como justo, razonable y adecuado. También se le pedirá a la Corte que apruebe y adjudique Honorarios y Costos de Abogados al Abogado de la Clase, el Aumento en el Pago al Demandante y los Costos de Administración del Acuerdo al Administración del Acuerdo.

No es necesario que comparezca en esta audiencia, aunque puede hacerlo si así lo desea. Las comparecencias personales y telefónicas son una opción. Puede encontrar información sobre las pautas con respecto al COVID-19 más recientes de la Corte en línea en: <https://www.lacourt.org/>.

Puede encontrar información con respecto a la comparecencia remota en línea en: <http://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>.

También puede comparecer usando CourtCall, y hay más información disponible llamando al (888) 882-6878 o en línea en: <https://courtcall.com/schedule/>. Tenga en cuenta que puede haber límites de tiempo para reservar una comparecencia telefónica o remota y tarifas y cargos que pueden aplicar.

La audiencia podrá posponerse sin ninguna notificación adicional a los Miembros de la Clase y Empleados Agraviados. No es necesario que comparezca a la Audiencia de Homologación Definitiva, aunque puede hacerlo de forma remota si así lo desea.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y las condiciones específicos del Acuerdo, puede consultar el Acuerdo detallado y demás documentos que se encuentran en los archivos de la Corte.

Puede consultar el Acuerdo y otros registros de la corte en la Litigación en Stanley Mosk Courthouse, ubicado en 111 Spring North Hill Street, Los Ángeles, California 90012, en el horario habitual de atención.

Tenga en cuenta que debido a la pandemia del COVID-19, puede haber limitaciones para el acceso a las instalaciones de la Corte. Visite el siguiente enlace para conocer los procedimientos con respecto al distanciamiento social más actualizados de la corte e información sobre el acceso a las instalaciones de la corte: <https://www.lacourt.org/>. **NO LLAME POR TELÉFONO A LA CORTE NI A LA SECRETARÍA PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.**

SI TIENE PREGUNTAS, PUEDE LLAMAR AL ADMINITRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 369-3780, O TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DE LA CLASE.

EXHIBIT B

Agosto 16, 2022

Solicitud de exclusión del Acuerdo de Clase

German vs Field fresh Foods, Inc. et al.,

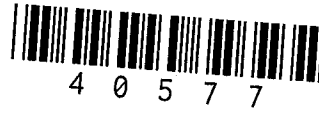
Corte Superior de Los Ángeles

Caso No. BC719412

Oscar J. Bejarano Vizcaino

405 Driftwood RD, Boise ID, 83713

S.S. 3755



firma

A handwritten signature in black ink, consisting of several loops and strokes, is written over the word "firma". The signature is enclosed within a large, hand-drawn oval.

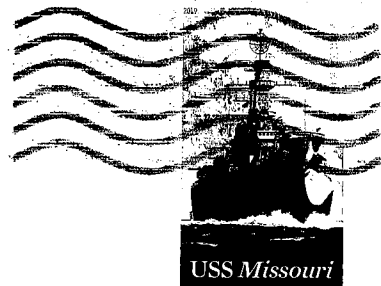
Declaración :

Deseo ser excluido del Acuerdo de clase del caso titulado German vs Fresh-Link Logistics, LLC, Corte Superior de Los Ángeles Caso No. BC719412.

Oscar J. Bejarano Vizcaino
405 Driftwood Rd
Boise ID
83713

BOISE ID 836

18 AUG 2022 PM 1 L



German v. Fresh-Link Logistics, LLC
c/o Administrator
P.O. Box 26170
Santa Ana, CA 92799

08/22/2022

92799-617070

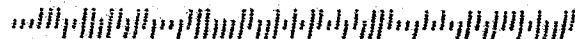


EXHIBIT C

simpluris

Class Action Settlement Administration

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

Estimate #:
Estimate Date:

13230V2
4/26/2021

Prepared By:
Direct Dial #
Email:

Kimberly Sutherland
321-223-5065
ksutherland@simpluris.com

Plaintiff Attorney

Attorney/Client:
Firm:
Email:

Attorney/Client: **Cindy Liu**
Firm: McDermott Will & Emery LLP
Email: Cliu@mwe.com

Case Name: German v. Field Fresh Foods: Opt Out Settlement

Capped Fee*	\$7,596
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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:	120	Undeliverable Rate:	20%
Response Rate:	1%	Call Rate:	11%
Mailing Document Language:	English/Spanish	Redistribution:	One
Reminder Post Card	No	State	Single
Uncashed checks	Escheat-State	Tax Reporting Years	One

Case Setup			
Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	3	\$375.00
Translation to Spanish-Court Certified	\$0.25	4000	\$1,000.00
Database Manager - Initial Data Analysis	\$140.00	10	\$1,400.00
Total			\$2,775.00

Notification			
Mailing Notice Pack- 6 pg Notice - Double Sided; English/Spanish			
Category	Unit Value	# of Units	Total
Mailing Notice Pack	\$1.00	120	\$120.00
Postage	\$0.57	120	\$68.40
NCOA/CASS/LACS	\$10.00	1	\$10.00
Undeliverable Processing	\$0.25	24	\$6.00
Skip Trace RUM	\$2.00	24	\$48.00
Remail	\$1.70	20	\$34.68
Postage	\$0.57	20	\$11.63
Total			\$298.71

Call Center			
Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$85.00	4	\$340.00
800 # Charges	\$0.20	240	\$48.00
Total			\$388.00

simpluris

Class Action Settlement Administration

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

Claims Administration

Process Mail, Claim Forms, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$140.00	2	\$280.00
Resolving Mismatched TINs	\$100.00	1	\$100.00
Dispute/Deficiencies - Send One Cure Letter	\$3.50	1	\$4.20
Opt Out/claim Processing	\$3.50	1	\$4.20
Data Entry	\$50.00	1	\$50.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$438.40

Distribution			
Setup a Disbursement Account			
Print & Mail Checks to Class Members - W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation.			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail-Check	\$3.00	120	\$360.00
Postage	\$0.57	120	\$68.40
Process Returned Checks	\$0.55	1	\$0.66
Skip Trace Search Undeliverable Checks	\$3.50	1	\$4.20
Remail Checks	\$3.50	1	\$4.20
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee	\$1,350.00	1	\$1,350.00
Reissuing Checks/Mailing	\$4.50	2	\$8.10
Postage for remail	\$0.57	2	\$1.03
Reissuing W2s/1099s	\$5.00	2	\$9.00
Escheat Management-State	\$100.00	1	\$100.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$3,095.59

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Class Action Settlement Administration

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	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$600.00

Postage Costs	\$149.45	Total Case Costs	\$7,595.69
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Confidential and Proprietary

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