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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CADYN CATHERS, individually and on behalf
of himself all others similarly situated,

Plaintiff,

vs.

MOUNT SAINT MARY'S UNIVERSITY, a
California Non-Profit Corporation,

Defendant.

Case No. 22STCV02941

**DECLARATION OF SIMPLURIS, INC.
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT
AND CLASS NOTICE**

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1. I have personal knowledge of the facts set forth herein and if called upon to

I could and would do so competently under oath.

3. I personally have over thirteen (13) years of experience in claims management and administration of class and collective action matters.

SIMPLURIS BACKGROUND AND EXPERIENCE

6. We have provided notification and/or claims administration services in more than 8,000 cases. Over the past fifteen (15) years, Simpluris has handled approximately \$7 billion in settlements. A true and correct copy of Simpluris' company resume ("Simpluris Resume") is attached as **Exhibit A**.

7. Simpluris is committed to the security of not only our data and information but the Parties' data and information as well. A true and correct copy of our SOC 2 Compliance demonstrating our commitment to security is attached to our bid on **Exhibit B**. Additionally, Simpluris maintains insurance coverage in the amount of \$3,000,000 for Errors and Omissions.

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NOTICE PLAN

8. Simpluris has been selected by counsel to serve as the class action Settlement Administrator for this case. In this capacity, Simpluris will be charged with, among other responsibilities: (a) establishing and maintaining a fund for Class Members; (b) calculating all amounts due to each Class Member pursuant to the Settlement; (c) processing checks and mailing payments to Class Members; (d) preparing, processing, and filing all applicable tax forms and tax returns; (e) establishing and maintaining a calendar of administrative deadlines and responsibilities; (f) printing and mailing by First-Class Mail the Notice of Pendency of a Class Action Settlement (“Notice of Settlement”) to Class Members in English; (g) conducting a National Change of Address (“NCOA”) database search prior to mailing the Notice of Settlement to Class Members and performing a skip-trace on any Notice of Settlement returned as Undeliverable; (h) receiving and validating written requests to be excluded from the Settlement (“Requests for Exclusion”), written objections to the Settlement, and disputes regarding the number of workweeks or pay periods that a Class Member worked for Defendant; (i) providing weekly reports to counsel; and (j) performing any other tasks necessary to carry out its responsibilities as set forth in the Settlement, as the Parties mutually agree, or as the Court orders Simpluris to perform.

9. Simpluris will use information from counsel for Defendant to mail the Notice of Settlement and settlement checks, e.g., spreadsheets of the Class Members’ names, last known address, last known telephone number, and dates of employment (“Employee List”).

10. Simpluris will process and update the mailing addresses contained in the Employee List utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual filed a U.S. Postal Service change of address request, Simpluris will update the mailing address listed in the Employee List and Information with the mailing address obtained through the NCOA and use the updated address in connection with the

mailing of the Notice of Settlement. Upon approval from the Court, Simpluris will mail the Notices of Settlement via First Class mail, postage prepaid.

11. Any Notice of Settlement returned to Simpluris as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If a Class Member's Notice of Settlement is returned by the USPS as undeliverable and without a forwarding address, Simpluris will perform an advanced address search (i.e., skip trace) on the Class Member, using the Class Member's name and previous address to locate a current mailing address. Through the advanced address searches (i.e., skip-trace), Simpluris will promptly re-mail any undeliverable Notices to those updated addresses.

12. In addition to the above-referenced duties, Simpluris is committed to performing any other tasks necessary to carry out its responsibilities as set forth in the Settlement, as the Parties mutually agree, or as the Court orders Simpluris to perform.

13. This Administration project has a fixed rate of \$9,000.00, which includes costs associated with mailing the Notice Packet. If the scope of work increases or decreases significantly, Simpluris will inform the parties and request approval of an adjustment, whether increased or decreased respectively, to the capped costs. Attached hereto as **Exhibit C** is a true and correct copy of Simpluris' bid for administering this matter which includes how the fee was calculated based on an itemized breakdown of the tasks as set forth in the bid

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this Declaration was executed this 27th day of April, 2023, in Melbourne, Florida.


Eric Springer

EXHIBIT A

15+

Years in Business

100+

Years of Leadership
Experience

8K+

Thousand Matters

\$7 Billion

In Funds Distributed

Simpluris Inc. delivers comprehensive corporate, financial and legal administration services across the United States. Since 2007, Simpluris has administered over 8 thousand matters and distributed over \$7 billion in funds. From class action settlements to corporate remediation, our nationwide team handles even the most complex matters with accuracy and transparency. Regardless of scale, Simpluris' project management experts deliver legal administration services with speed, precision and accountability.

Our capabilities include:

Notification Campaigns

Impact Calculations

Class Action

Distributions

Customized Interactive Websites

Real-Time Reporting

Digital and Social Media

Communications

Data Cleansing and Analytics

Banking and QSF Management

Claims Administration

Disbursements

Collective Action

Print and Mail

Call Center & IVR

Document OCR with AI

Skip Tracing

Workflow and Task Management

Email, SMS, Fax Correspondence

Traditional and ePayment

Data Management

Tax Reporting

Reg Remediation



Our Service

The Simpluris administration team is best known for their dedication to delivering premium service. When you partner with Simpluris, you work alongside a dedicated Client Service representative. This Simpluris team member will guide you through the settlement lifecycle. Your Client Service representative is your administration conductor, adjusting the tempo as your case progresses. With a 360° view of your matter, your Client Service representative can respond swiftly to changes in your case, proactively notify you of upcoming milestones, and most importantly, be accountable for the successful completion of your matter. Our team is available any time of day with offices across the nation, including two corporate hubs in Costa Mesa, CA and Orlando, FL.

Our Technology

A standout feature of Simpluris' "white glove" service is our cloud-based reporting tool, LiveCase. With LiveCase, Simpluris clients gain access to real-time reporting, 24 hours a day. See high-level views of your settlement's progress or drill down to the most granular data. LiveCase dashboards provide quick and easy visibility across all matters, action items, and case statistics. With LiveCase, you are able to view production data, track mailings and correspondence, observe call center history and data, subscribe to customizable reports, track disbursements, and more.

Our Experience

Simpluris' history is rooted in Class Action Settlement Administration and our management team's experiences are vast and diverse. The Simpluris executive leadership team boasts more than 100 years of experience in corporate, financial and legal administration, including:

- Executive management of the largest legal administration operation in the world that produced 200+ million notifications, 10+ million claims and \$5+ billion funds dispersed per year on average
- A few of the most notable matters our leadership team has presided over include the largest data breach responses, corporate restructures and antitrust settlement administrations in US history
- Oversight of the largest consent orders handed down from OCC, DOJ, CFPB & FTC over the last decade
- Fostering hundreds of client relationships with the premier government entities, law firms and financial institutions in the world

Leveraging our past experiences, Simpluris is prepared to handle matters of every scope and scale. Whether simple or complex, we encourage you to bring us your challenges and make Simpluris your go-to partner for technology-driven administration.



Corporate Headquarters
3194 Airport Loop Dr Ste C Costa Mesa, CA, 92626

Exhibit B

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

EXHIBIT C



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

Estimate #:	15736	Prepared By:	Michael Sutherland
Estimate Date:	3/3/2023	Direct Dial #	321-223-5067
	7/1/2023	Email:	msutherland@simpluris.com

Attorney/Client: **Plaintiff Attorney**
Ari Cherniak
Firm: Hammond Law, PC
Email: [<acherniak@hammondlawpc.com>](mailto:acherniak@hammondlawpc.com)

Attorney/Client: **Defense Attorney**
Heather Stone
Firm: Lagasse Branch
Email: [<hstone@lbbklaw.com>](mailto:hstone@lbbklaw.com)

Case Name: Opt Out Settlement

Anticipated Total Cost	\$9,843
Professional Courtesy Applied	\$843
Capped Fee*	\$9,000

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:	840	Undeliverable Rate:	9%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	State Unclaimed	State(s):	Single
		Tax Years	One

Case Setup

Website: Post Documents			
Data Compilation: Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	6	\$750.00
Static Website, Case fax/email address set up and report - Development & Maintenance	\$500.00	1	\$500.00
Database Manager - Initial Data Analysis	\$140.00	5	\$700.00
Total			\$1,950.00

Notification

Notice Packet: Notice - 6/8 pg - Double Sided - English			
Category	Unit Value	# of Units	Total
Mail Notice Packet	\$0.80	840	\$672.00
Postage	\$0.61	840	\$512.40
NCOA/CASS/LACS	\$0.10	840	\$84.00
Undeliverable Processing	\$0.25	76	\$18.90
Skip Trace RUM	\$1.00	76	\$75.60
Remail Notice	\$1.00	64	\$64.26
Remail Postage	\$0.63	64	\$40.48
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$1,517.64

Call Center

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$65.00	3	\$195.00
800 # Charges	\$0.20	180	\$36.00
Total			\$195.00



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Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$140.00	2	\$280.00
Dispute/Deficiencies - Send One Cure Letter	\$3.50	8	\$29.40
Opt Out Processing	\$3.50	8	\$29.40
Data Entry-Email Inbox management and reply/report	\$50.00	2	\$100.00
Project Manager	\$125.00	2	\$250.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$688.80

Distribution

Setup a Disbursement Account

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

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$750.00	1	\$750.00
Print & Mail Check	\$1.00	840	\$840.00
Postage	\$0.61	840	\$552.88
Process Returned Checks	\$0.50	8	\$4.20
Skip Trace Search Undeliverable Checks	\$2.00	8	\$16.80
Remail Checks (Includes Postage)	\$4.00	8	\$33.60
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee(2023)	\$1,350.00	1	\$1,350.00
Reissuing Checks/1099's	\$4.00	8	\$33.60
Escheam management per 384-State Unclaimed	\$300.00	1	\$300.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$5,301.08



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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$140.00	1	\$140.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	0	\$0.00
Total			\$190.00

Postage \$1,105.77 **Total Case Cost: \$9,842.53**

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

- 1. Services:** Simpluris agrees to provide Client those services set forth in the Proposal (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 Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.
- 2. Fee Estimates Not Binding:** Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.
- 3. Billing and Payment:** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. 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 incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.
- 4. Further Assurances:** Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.
- 5. Rights of Ownership:** The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.
- 6. Bank Accounts:** Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.
- 7. Retention of Documents & Data:** Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.
- 8. Limitation of Liability; Disclaimer of Warranties:** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages 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, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to 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.
- 9. Force Majeure:** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' 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.

10. 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.

11. 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.

12. 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 to the address identified by each Party in the Proposal. Notice 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.

13. 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.

14. Termination: Client may terminate the Services at any time 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 for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 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.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. 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.

17. 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.

18. 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.

19. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, 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.

20. 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.

21. 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.

22. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

Security Summary – White Paper



Simpluris is committed to the security and overall protection of its own and its customer's data and information. As demonstration of our commitment, we maintain SOC 2 certification which requires us to adhere to strict policies and procedures surrounding information security including processing and storage of confidential customer data. Simpluris has and maintains 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 that 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. In addition, Simpluris regularly monitors, tests, and updates its Information Security Program.

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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 background 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 that must be changed regularly.
- Role-based access control systems to limit individual employee access to network applications and systems based on their specific 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 in if it is transmitted over public or wireless networks (e.g., via email, ftp, 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 thereafter, 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.
- 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 to Class Member Information.
- Separation of Duties.
- Infrastructure and Physical Security.
- Business Continuity Planning.
- Disaster Recovery Planning.

Digital Disbursement

Disbursement Methods

Providing a menu of both digital and traditional disbursement options improves the efficacy of settlement payments.

PayPal

Typically selected by 30-40% of class members (most popular for folks over 35)

Venmo

Typically selected by 15-20% of class members (second most popular for folks under 35)

Zelle

Typically selected by 10-20% of class members

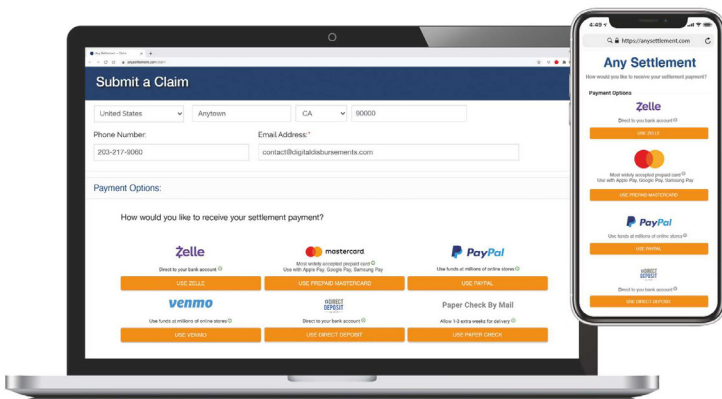
SECURITY

Hosted in Amazon Web Services (AWS), Digital Disbursements is secure and effective. Security infrastructure features include

Serverless Computing Digital Disbursements utilizes a serverless approach (AWS Lambda and ECS)

Databases Digital Disbursements uses Amazon Aurora - a MySQL-compatible high-performance fully managed database provided by Amazon Relational Database Service (RDS). The service replicates the data across several distinct locations and continuously backs up data to S3. DD also uses AWS DynamoDB to store temporary data, and the DynamoDB database is configured to automatically delete expired data.

Encryption and Content Delivery Digital Disbursements utilizes AWS Key Management Service (KMS), AWS CloudFront, and AWS API Gateway Service for content delivery and encryption. All data stored in the system is encrypted on a service level (RDS, S3, and DynamoDB all support encryption at rest). In addition, the most sensitive information, such as account numbers, is encrypted at a field level, before being stored in the database.



				
Info required	Phone number or email address	Email address	Phone number	Name and address
Money goes to	Bank account	PayPal account	Venmo account	USPS mailbox
Transferable to bank account	✓	✓	✓	✓

14+

Years in Business

85+

Years of Leadership
Experience

6+

Thousand Matters

\$5 Billion

In Funds Distributed

Simpluris Inc. delivers comprehensive corporate, financial and legal administration services across the United States. Since 2007, Simpluris has administered over 6 thousand matters and distributed over \$5 billion in funds. From class action settlements to corporate remediation, our nationwide team handles even the most complex matters with accuracy and transparency. Regardless of scale, Simpluris' project management experts deliver legal administration services with speed, precision and accountability.

Our capabilities include:

Notification Campaigns

Impact Calculations

Class Action

Customized Interactive Websites

Real-Time Reporting

Digital and Social Media Communications

Data Cleansing and Analytics

Banking and QSF Management

Claims Administration

Disbursements

Collective Action

Print and Mail

Call Center & IVR

Document OCR with AI

Skip Tracing

Workflow and Task Management

Email, SMS, Fax Correspondence

Traditional and ePayment Distributions

Data Management

Tax Reporting



Our Service

The Simpluris administration team is best known for their dedication to delivering premium service. When you partner with Simpluris, you work alongside a dedicated Client Service representative. This Simpluris team member will guide you through the settlement lifecycle. Your Client Service representative is your administration conductor, adjusting the tempo as your case progresses. With a 360° view of your matter, your Client Service representative can respond swiftly to changes in your case, proactively notify you of upcoming milestones, and most importantly, be accountable for the successful completion of your matter. Our team is available any time of day with offices across the nation, including two corporate hubs in Costa Mesa, CA and Orlando, FL.

Our Technology

A standout feature of Simpluris' "white glove" service is our cloud-based reporting tool, LiveCase. With LiveCase, Simpluris clients gain access to real-time reporting, 24 hours a day. See high-level views of your settlement's progress or drill down to the most granular data. LiveCase dashboards provide quick and easy visibility across all matters, action items, and case statistics. With LiveCase, you are able to view production data, track mailings and correspondence, observe call center history and data, subscribe to customizable reports, track disbursements, and more.

Our Experience

Simpluris' history is rooted in Class Action Settlement Administration and our management team's experiences are vast and diverse. The Simpluris executive leadership team boasts more than 85 years of experience in corporate, financial and legal administration, including:

- Executive management of the largest legal administration operation in the world that produced 200+ million notifications, 10+ million claims and \$5+ billion funds dispersed per year on average
- A few of the most notable matters our leadership team has presided over include the largest data breach responses, corporate restructures and antitrust settlement administrations in US history
- Oversight of the largest consent orders handed down from OCC, DOJ, CFPB & FTC over the last decade
- Fostering hundreds of client relationships with the premier government entities, law firms and financial institutions in the world

Leveraging our past experiences, Simpluris is prepared to handle matters of every scope and scale. Whether simple or complex, we encourage you to bring us your challenges and make Simpluris your go-to partner for technology-driven administration.