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12 *Attorneys for Plaintiffs and the Putative Classes*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES**

15 **ALBERT KNAPP** and **ELHAM TABIBIAN**,
16 individually and on behalf of all others similarly
17 situated,

18 Plaintiffs,

19 vs.

20 **PEPPERDINE UNIVERSITY**, a California Non-
21 Profit Corporation,

22 Defendant.

Case No. 22SCTV16736

**DECLARATION OF ERIC SPRINGER
ON BEHALF OF SIMPLURIS, INC.
(PROPOSED SETTLEMENT
ADMINISTRATOR)**

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I, ERIC SPRINGER, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Simpluris, Inc. (“Simpluris”), as the Director of Client Services for Simpluris Inc., (“Simpluris”). I am over 18 years of age and authorized to make this declaration on behalf of Simpluris and myself, and make this declaration based upon my own personal knowledge.

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

4. Simpluris has never had any financial interests in nor affiliation with the parties or counsel in this matter. Nor does Simpluris have any actual or potential conflicts of interest with Class Members or the proposed Cy Pres, Bet Tzedek.

SIMPLURIS BACKGROUND AND EXPERIENCE

5. Simpluris has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. Simpluris specializes in pre-settlement consultation, data management, legal notification, call center support, claims processing and tax reporting.

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

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

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

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

13 13. This Administration project has a fixed rate of \$15,000.00, which includes costs
14 associated with mailing the Notice Packet. If the scope of work increases or decreases
15 significantly, Simpluris will inform the parties and request approval of an adjustment, whether
16 increased or decreased respectively, to the capped costs. Attached hereto as **Exhibit C** is a true
17 and correct copy of Simpluris' bid for administering this matter which includes how the fee was
18 calculated based on an itemized breakdown of the tasks as set forth in the bid
19

20
21 I declare under penalty of perjury under the laws of the State of California that the above
22 is true and correct and that this Declaration was executed this 15th day of February, 2023, in
23 Melbourne, Florida.

24 
25 _____
26 Eric Springer
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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 #:	15499	Prepared By:	Michael Sutherland
Estimate Date:	1/16/2023	Direct Dial #	321-223-5067
		Email:	msutherland@simpluris.com

Attorney/Client: Plaintiff Attorney
Ari Cherniak
Firm: Hammond Law, PC
Email: acherniak@hammondlawpc.com

Attorney/Client: Defense Attorney
Firm:
Email:

Case Name: Confidential: Opt Out Settlement

Anticipated Total Cost	\$15,338
Professional Courtesy Applied	\$338
Capped Fee*	\$15,000

Terms:

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

Total Possible Class Size:	1,500	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	Cy Pres	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. Static Website	\$125.00	8	\$1,000.00
Static Website, Case email address, fax set up and report - Development & Maintenance	\$250.00	1	\$250.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$2,090.00

Notification

Notice Packet: Notice - 6 pg - Double Sided - English			
Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	1,500	\$1,500.00
Postage	\$0.53	1,500	\$795.00
NCOA/CASS/LACS	\$0.10	1,500	\$150.00
Undeliverable Processing	\$0.25	150	\$37.50
Skip Trace RUM	\$1.50	150	\$225.00
Remail Notice	\$1.50	128	\$191.25
Remail Postage	\$0.53	150	\$79.50
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$3,028.25

Call Center

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	3	\$225.00
800 # Charges	\$0.10	180	\$18.00
Total			\$225.00



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Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$140.00	3	\$420.00
Dispute/Deficiencies - Send One Cure Letter	\$1.50	15	\$22.50
Opt Out Processing	\$2.00	15	\$30.00
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	3	\$375.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$897.50

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	4	\$560.00
Disbursement Manager - Data Validation	\$75.00	2	\$150.00
Setup Banking Account/QSF	\$750.00	1	\$750.00
Print & Mail Check	\$2.00	1,500	\$3,000.00
Postage	\$0.53	1,500	\$874.50
Process Returned Checks	\$0.50	15	\$7.50
Skip Trace Search Undeliverable Checks	\$2.00	15	\$30.00
Remail Checks (Includes Postage)	\$4.00	15	\$60.00
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee(2023)	\$1,350.00	1	\$1,350.00
Reissuing Checks/1099's	\$4.00	15	\$60.00
Disbursement Manager	\$125.00	5	\$625.00
Total			\$8,467.00



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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$140.00	2	\$280.00
Clerical-Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$630.00

Postage \$1,749.00 **Total Case Cost: \$15,337.75**

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.