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8 *Attorneys for Plaintiff and the Class*

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**
12

13 QUENTIN COSTEIU; individually, and on
14 behalf of other members of the general public
15 similarly situated and on behalf of other
16 aggrieved employees pursuant to the California
17 Private Attorneys General Act;

18 Plaintiff,

19 vs.

20 INTERTEK TESTING SERVICE, an unknown
21 business entity; INTERTEK USA INC., an
22 unknown business entity; and DOES 1-100,
23 inclusive,

24 Defendants.
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26
27
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Case No.: 34-2016-00189662

Honorable Christopher E. Krueger
Department 54

CLASS ACTION

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

Date: July 15, 2019
Time: 9:00 a.m.
Department: 54

Complaint Filed: January 26, 2016
Trial Date: None Set

DECLARATION OF LINDSAY KLINE

I, LINDSAY KLINE, hereby declare:

1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris"), the settlement 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 the Court as Settlement Administrator to provide settlement administration services in the action entitled *Quentin Costeiu v. Intertek Testing Services, et al.* regarding the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"). In this capacity, Simpluris was charged with the following: (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) printing and mailing the Notice of Settlement of Class Action and Settlement Hearing ("Class Notice") to Class Members; (d) receiving, processing, and validating requests to be excluded from the Settlement ("Requests for Exclusion"), objections to the Settlement, and/or disputes regarding the number of weeks each Class Member was credited to have worked during the period from January 26, 2012 through March 27, 2019 as a non-exempt hourly employee in California ("Work Weeks"), submitted by Class Members; (e) performing a skip-trace for updated addresses on Class Notices returned as undeliverable without forwarding addresses, and re-mailing undeliverable Class Notices to any updated addresses located; (f) calculating the employer's portion of payroll taxes with respect to the wage portion of Class Member Payments, which will be paid separately and in addition to the Gross Settlement Amount, and providing appropriate forms and calculations to Defendant; (g) processing and mailing settlement checks; and (h) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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1 Members to submit a Request for Exclusion or Work Weeks dispute and/or file an objection with the
2 Court and serve it on Simpluris was June 10, 2019 ("Response Deadline"). A copy of an exemplar
3 Class Notice is attached hereto as "**Exhibit A.**"

4 9. As of the date of this declaration, forty-five (45) Class Notices were returned to
5 Simpluris as undeliverable, of which two (2) had forwarding addresses and were promptly re-mailed to
6 the forwarding addresses. If a Class Member's Class Notice was returned by the USPS as
7 undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e.
8 skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis.
9 Simpluris used the Class Member's name and previous address to locate a more current address.
10 Through the advanced address searches, Simpluris was able to locate thirty-nine (39) updated
11 addresses, and Simpluris promptly re-mailed Class Notice to those updated addresses. Ultimately,
12 there were four (4) Class Notices that remain undeliverable.

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

14 10. As of this date Simpluris has received three (3) Requests for Exclusion from Class
15 Members, David R. Rusk, Shadia Hanna, and Tony Macias, representing 0.48% of the Class. The funds
16 associated with Class Members who opted out of the Settlement in the estimated amount of \$4,592.58,
17 will be retained by Defendants, in accordance with the Settlement Agreement.

18 11. As of this date, Simpluris has not received any objections to the Settlement from Class
19 Members.
20

21 12. As of this date, Simpluris has not received any disputes regarding Work Weeks from
22 Class Members.

23 **SETTLEMENT AWARDS**

24 13. As of this date, there are six hundred twenty-four (624) Class Members who did not opt
25 out of the Settlement ("Settlement Class Members") and will be entitled to receive their *pro rata*
26 portion of the Net Settlement Amount ("Class Member Payment").

27 14. The Net Settlement Amount available to Settlement Class Members is estimated to be
28 \$639,437.00 and was determined by subtracting the requested attorneys' fees (\$385,000.00), maximum

1 amount allocated for reimbursement of litigation costs and expenses (\$45,000.00), requested Service
2 Award (\$8,000.00), the LWDA Payment (\$8,250.00) and requested Settlement Administration Costs
3 (\$14,313.00) from the Gross Settlement Amount (\$1,100,000.00).

4 15. The average estimated gross Class Member Payment is \$1,017.38 and the highest
5 estimated gross Class Member Payment to a Settlement Class Member is \$3,042.30. These amounts are
6 subject to reduction for them employee's share of taxes and withholdings on the wage portion of Class
7 Member Payments.

8 **SETTLEMENT ADMINISTRATION COSTS**

9 16. Simpluris' total costs for services in connection with the administration of this
10 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
11 \$14,313.00. Simpluris' work in connection with this matter will continue with the calculation of the
12 settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax
13 reporting on such payments. A true and correct copy of an invoice showing the breakdown of
14 Settlement Administration Costs is attached hereto as "Exhibit B."

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17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct. Executed this 19th day of June 2019, in Costa Mesa, CA.

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21 Lindsay Kline
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EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION AND SETTLEMENT HEARING

Quentin Costeiu v. Intertek Testing Services N.A., Inc. and Intertek USA, Inc.,
Superior Court of California, County of Sacramento
Case No. 34-2016-00189662

To: All current or former hourly-paid or non-exempt employees who worked for Intertek Testing Services N.A., Inc. and/or Intertek USA, Inc. (collectively "Intertek" or "Defendants") in California at any time from January 26, 2012 to March 27, 2019:

THIS NOTICE is designed to advise you of a proposed settlement of a class action lawsuit and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Superior Court of California, County of Sacramento ("Court" or "Sacramento County Superior Court") will conduct a hearing on July 15, 2019 to address whether the proposed settlement should be approved. You may be entitled to receive a payment under the terms of the class action settlement contained in the Settlement Agreement.

IDENTIFYING INFORMATION: You have been identified as a Class Member in the above-referenced lawsuit. Your eligibility requirements for receiving payments are described below.

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

YOUR LEGAL RIGHTS AND OPTION IN THE SETTLEMENT	
DO NOTHING	If you do nothing you will receive a payment under the Settlement and you will give up your right to sue Defendants and the Released Parties for any of the Released Claims set forth below.
EXCLUDE YOURSELF	If you request exclusion from the Settlement, you will not be entitled to receive any compensation under the Settlement and will not be bound by the Settlement, including the release of the Released Claims.
OBJECT	As long as you do not request exclusion from the Settlement, you can write to the Court and the parties about why you do not like the Settlement. If you object to the Settlement, you will still be bound by the Settlement if it is granted final approval by the Court.
GO TO THE FINAL APPROVAL HEARING	You may appear at the Final Approval Hearing which will take place at the Sacramento County Superior Court, Hall of Justice, located at 813 6th Street, Sacramento, California 95814 in Department 54 on July 15, 2019 at 9:00 a.m., to speak to the Court about the Settlement.

I. Why should I read this Notice?

Plaintiff and Defendants (collectively the "Parties") have proposed to settle the above-referenced class action lawsuit. Defendants' records indicate that you may be a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary of your rights and options under the Settlement.

II. What is the lawsuit about?

A lawsuit entitled *Quentin Costeiu v. Intertek Testing Services N.A., Inc., et al.* is now pending in the Superior Court of California, County of Sacramento, Case No. 34-2016-00189662 ("Action"). Plaintiff Quentin Costeiu ("Plaintiff") has alleged claims against Intertek under the California Labor Code and California Business & Professions Code. Plaintiff seeks to bring this Action as a class action and representative action on behalf of himself and other similarly situated current and former non-exempt or hourly-paid Intertek employees in California.

Plaintiff alleges that with respect to non-exempt and hourly-paid employees, Defendants failed to properly pay all minimum or overtime wages, timely pay all wages at termination and during employment, provide compliant meal and rest periods and pay associated premium pay, provide compliant wage statements, maintain requisite payroll records, and reimburse business-related expenses, and that Defendants thereby violated the California Business & Professions Code, the California Labor Code, and Private Attorneys General Act of 2004 (Cal. Labor Code section 2698, *et seq.*) ("PAGA").

Plaintiff's Class Action Complaint for Damages & Enforcement under the Private Attorneys General Act, California Labor Code section 2698, *Et Seq.* and Demand for Jury Trial ("Complaint") alleges the following causes of action: (1) Failure to pay overtime (Cal. Labor Code sections 510 and 1198); (2) Failure to provide compliant meal periods and associated premiums (Cal. Labor Code sections 226.7 and 512(a)); (3) Failure to provide compliant rest breaks and associated premiums (Cal. Labor Code section 226.7); (4) Failure to pay minimum

wages (Cal. Labor Code sections 1194, 1197, 1197.1); (5) Failure to timely pay wages upon termination (Cal. Labor Code sections 201 and 202); (6) Failure to timely pay wages during employment (Cal. Labor Code section 204); (7) Failure to provide compliant wage statements (Cal. Labor Code section 226(a)); (8) Failure to keep requisite payroll records (Cal. Labor Code section 1174(d)); (9) Failure to reimburse necessary business expenses (Cal. Labor Code sections 2800 and 2802); (10) Violation of Cal. Business & Professions Code section 17200, *et seq.*; and (11) Violation of Cal. Labor Code section 2698 *et seq.* (PAGA). Plaintiff seeks a monetary recovery on behalf of the putative class for the alleged violations, along with interest, costs and fees.

Intertek contends that it has complied with all laws and denies all of the allegations Plaintiff is asserting in the Action. The Court has not formed any opinions concerning the merits of the Action, and the Court has not ruled for or against Plaintiff as to the merits of any of his individual, class, or representative claims.

III. Who is covered by the class action lawsuit and the proposed Settlement?

A. The Class. On March 27, 2019, the Court granted preliminary approval of the Settlement, authorized this Notice to be sent to you and the Class, preliminarily appointed Plaintiff Quentin Costeu as the Class Representative, appointed Simpluris, Inc. as the Settlement Administrator, and preliminarily appointed Plaintiff's Counsel, the law firm of Lawyers for Justice, PC, as Class Counsel. The Court also conditionally certified the following Class: all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the period between January 26, 2012 and March 27, 2019.

B. The Effect of Membership in the Class. If you come within the definition of the Class, you are a Settlement Class Member unless you exclude yourself from the Settlement by following the procedures for exclusion that are set forth in this Notice. Settlement Class Members (i.e., Class Members who do not request exclusion from the Settlement) are eligible to receive a monetary settlement payment under the Settlement and will be bound by the Settlement if it is approved by the Court. Persons who properly exclude themselves from the Settlement, as detailed in this Notice, will not be bound by the Settlement and will not share in the proceeds of the Settlement, but may pursue their own timely individual claims against Intertek Testing Services N.A., Inc. and/or Intertek USA, Inc., if they choose.

IV. What are the terms of the Settlement?

The Settlement was negotiated between the Parties. Class Counsel believes that the Settlement is in the best interest of the members of the Class. As part of the Settlement, the Parties have agreed to the following:

A. Monetary Compensation

Defendants have agreed to pay a maximum total amount of \$1,100,000 (the "Gross Settlement Amount") for the Settlement of the Action. The amount available to be paid to the Class Members (the "Net Settlement Amount"), is the Gross Settlement Amount less amounts awarded by the Court for Attorneys' Fees and Litigation Costs and Expenses to Class Counsel, Settlement Administration Costs to the Settlement Administrator, Service Award to the Class Representative, and payment to the California Labor Workforce Development Agency ("LWDA") of its portion of penalties allocated to penalties under PAGA ("LWDA Payment"). Settlement Class Members are not required to submit a claim form in order to receive payment from the Net Settlement Amount. The portions of the Net Settlement Amount allocated to Class Members who request exclusion from the Gross Settlement Amount will be retained by Defendants, as those individuals will not be releasing any claims in the Settlement.

Each Class Member's proportional share of the Net Settlement Amount ("Class Member Payment") will be determined by dividing the number of weeks worked by the Class Member during the period between January 26, 2012 and March 27, 2019 as a non-exempt hourly employee in California ("Work Weeks"), by the Work Weeks worked by all Class Members, multiplied by the Net Settlement Amount. According to Intertek's records, you worked «MERGED_WW_CALC» Work Weeks. If you dispute the total number of Work Weeks set forth above, you must set forth a Work Week dispute to Settlement Administrator. In order to dispute your Work Weeks, you must mail a written dispute to the Settlement Administrator on or before June 10, 2019, at the address listed in Section V below, and it must contain: (1) your full name, address, signature, and last four digits of your Social Security number; (2) the case name and number of the Action (*Quentin Costeu v. Intertek Testing Services N.A., Inc., et al.*, Sacramento County Superior Court Case No. 34-2016-00189662); and (3) a clear statement indicating that you dispute the number of Work Weeks credited to you, and any facts and supporting materials demonstrating that the Work Weeks credited to you are incorrect (such as documents, like pay stubs).

Defendants, through the Settlement Administrator, shall pay the amounts awarded by the Court for Attorneys' Fees and Litigation Costs and Expenses, Settlement Administration Costs, Service Award, the LWDA Payment, and the Class Member Payments, within 30 calendar days after the Final Effective Date of the Settlement Agreement.

B. Fees and Expenses

Contemporaneous with requesting the Court to grant final approval of the Settlement, Plaintiff will apply to the Court for payment of the following amounts from the Gross Settlement Amount:

- Attorneys' Fees in an amount up to \$385,000 and Litigation Costs and Expenses of up to \$45,000 to Class Counsel. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all Litigation Cost and Expenses to date;

- Settlement Administration Costs not to exceed \$18,500 to the Settlement Administrator for the costs of the notice and settlement administration process, including and not limited to, the expenses of notifying the Class Members of the Settlement, processing requests for exclusion, objections, and disputes of Work Weeks, and calculating and distributing Class Member Payments under the Settlement; and
- Service Award in an amount up to \$8,000 to Plaintiff in consideration for his service in connection with prosecuting the Action and serving as the representative of the Class.

C. Release of Claims

Upon the Effective Date, all Settlement Class Members (i.e., Class Members who do not request exclusion from the Settlement) hereby release and discharge Defendants, and any of their parents, affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers, directors, board members, trustees, shareholders, employees, agents, attorneys, auditors, accountants, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf, and each of them (collectively, the "Released Parties"), from any and all claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, that were or could have been brought based on the facts or claims alleged in the Complaint, arising during the period from January 26, 2012 to March 27, 2019. The claims released by the Settlement Class Members include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including all payments for non-compliant meal and/or rest periods and alleged non-payment of premium pay for non-compliant meal and/or rest periods; (c) any and all claims for recordkeeping, payroll, or pay stub violations; (d) failure to timely pay wages during employment and upon separation and all associated waiting time penalties; (e) any and all claims for failure to reimburse business expenses under California Labor Code section 2802; (f) and all other civil and statutory penalties, including those recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* based on the facts or claims alleged in the Complaint in the Action (the "Released Claims"). The Released Claims also include without limitation claims meeting the above definition(s), based on the facts or claims alleged in the Complaint in the Action, under any and all applicable statutes, including without limitation any provision of the California Labor Code, California Bus. & Prof. Code sections 17200, *et seq.*, and any provision of the applicable California Industrial Welfare Commission Wage Orders.

If you do NOT exclude yourself from the Settlement by following the procedures set forth in this Notice and the Court approves the Settlement, you will be deemed to have entered into the above-stated release of claims.

V. How do I receive a payment?

Any Class Member who wishes to receive payment under the Settlement does not need to do anything. If you do not exclude yourself from the Settlement, you will be a Settlement Class Member, and you will receive a Class Member Payment based on your Work Weeks as identified in this Notice. If you are a member of the Class and you move or change your address, and you want to receive your settlement benefits at your new address, you must notify the Settlement Administrator of your new address by contacting them at the below address or telephone number:

Costelu v. Intertek Testing Services N.A., Inc.
c/o Administrator
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (833) 200-7946

VI. Who represents the Class?

The Court has preliminarily appointed Plaintiff Quentin Costelu to serve as Class Representative in this lawsuit. The law firm of Lawyers for Justice, PC has been preliminarily appointed by the Court as Class Counsel, and Class Counsel may be contacted at the address listed below:

Edwin Aiwarzian, Esq.
Lawyers for Justice, P.C.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

VII. What are the reasons for the Settlement?

Plaintiff and Class Counsel weighed the risks and benefits to the Class of the Settlement compared with those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have yet to be determined by the Court. After balancing these and other substantial risks,

Plaintiff and Class Counsel determined that the Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

Defendants agreed to this Settlement in order to avoid the expense and distraction associated with lengthy litigation, and to allow them to focus on continuing to provide quality service to their customers. Defendants do not admit to any wrongdoing or liability in connection with agreeing to this Settlement, and Defendants expressly deny any and all of Plaintiff's allegations in this litigation.

VIII. What are my rights and options?

A. You may remain a member of the Settlement, represented by Class Counsel, and take no further action. If you take no further action as a Class Member, you will be represented by Class Counsel and will receive your Class Member Payment. If the Settlement is finally approved by the Court, you will be bound by the terms of the Settlement which will result in a release of the Released Claims. As a member of the Class, you will not be charged for the services of Class Counsel, as Class Counsel's fees will come out of the Gross Settlement Amount, in an amount determined by the Court. If you retain your own attorney, you are responsible for the fees, costs, and expenses of your separate legal counsel.

B. You may exclude yourself from the Settlement. If you are a member of the Class but do not want to participate in the Settlement, you may request exclusion from the Settlement. If you exclude yourself from the Settlement, you will lose any right to receive payment under the Settlement. You will also lose the right to object to the Settlement. You will be free to pursue any claims you may have against Defendants on your own behalf, if you choose, but Class Counsel will not represent you. A valid request for exclusion must be in writing, mailed to the Settlement Administrator on or before June 10, 2019, at the address listed in Section V above. The request for exclusion must contain: (1) your full name, signature, and address; (2) the case name and number of the Action (*Quentin Costeiu v. Intertek Testing Services N.A., Inc., et al.*, Sacramento County Superior Court Case No. 34-2016-00189662); and (3) a clear statement that you seek to be excluded from the Settlement. **If you do not comply with these procedures by the above-stated deadline, you will lose any opportunity to exclude yourself from the Settlement, and you will release the Released Claims if the Settlement is finally approved by the Court.**

C. You may participate in the Settlement and object to the Settlement or any portion thereof. If you are a Settlement Class Member (i.e., you have not excluded yourself from the Settlement), you may object to the Settlement by filing an objection with the Court (at the Sacramento County Superior Court, Hall of Justice, 813 6th Street, Sacramento, California 95814) and serving a copy of the objection on the Settlement Administrator (at the address listed in Section V above) on or before June 10, 2019. Valid objections must be in writing and must contain: (1) the objecting Class Member's full name and address; (2) the case name and number of the Action (*Quentin Costeiu v. Intertek Testing Services N.A., Inc., et al.*, Sacramento County Superior Court Case No. 34-2016-00189662); and (3) a clear statement of the basis for your objection. If you choose to submit an objection to the Settlement, you may (but are not required to) enter an appearance at the Final Approval Hearing described below *in propria persona* (meaning you choose to represent yourself) or through your own attorney. If you choose to retain your own separate attorney, you will be solely responsible for the fees and costs of your own attorney. You do not need to appear at the Final Approval Hearing for your objection to be considered by the Court. Please note: Even if you object to the Settlement, you are still eligible to participate in the Settlement and receive a settlement payment.

IX. When is the Final Approval Hearing and what is it for?

On July 15, 2019 at 9:00 a.m., the Court will hold a hearing in Department 54 of the Superior Court for the State of California, County of Sacramento, 813 6th Street, Sacramento, California 95814, for the purposes of determining whether the Settlement is fair, adequate and reasonable and should be approved, and whether to approve and award Attorneys' Fees and Litigation Costs and Expenses, Service Award, and Settlement Administration Costs. This hearing may be continued or rescheduled by the Court without further notice.

X. Where can I get more information?

If you have questions about this Notice or the Settlement or would like more information, you should contact Class Counsel or the Settlement Administrator. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Class Action and PAGA Settlement Agreement, containing the complete terms of the Settlement. The Settlement Agreement and other documents filed in this Action may be accessed and view during regular business hours at the Clerk's Office, of the Sacramento County Superior Court, 720 9th Street, Sacramento, California 95814. These documents may also be accessed online at <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber> by filling out the year the case was filed (2016) and the truncated case number (00189662). Fees or charges may apply when accessing documents at the Clerk's Office or online.

The Settlement Agreement may also be accessed for free of charge online at the following website: CosteiuIntertekSettlement.com.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THE LAWSUIT.

EXHIBIT B



Class Action Settlement Administration

800-779-2104 • www.simpluris.com
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

Estimate #:	7130V2	Prepared By:	Michael Sutherland
Estimate Date:	11/29/2016	Direct Dial #:	321-223-5067
Expiration Date:	2/27/2017	Email:	msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: Joanna Ghosh
Firm: Lawyers for Justice
Email:

Defense Attorney
Attorney/Client: Coby Turner
Firm: Glancy Law
CTurner@glancylaw.com

Case Name: Costieu v. Intertek: Opt Out Settlement

Anticipated Total Cost	\$141,552.40
Discount Given	\$239.38
Estimated Fees*	\$14,313

Notes:

- 1) Estimated administration fees assume that Simpluris will receive the data in a single Excel file and that there are no substantial changes to class size or response rate.
- 2) Case Setup and Notification Fees will be invoiced upon initial case mailing.

Total Possible Class Size:	627	Undeliverable Rate:	25%
Response Rate:	N/A	Call Rate:	20%
Length of Response Period:	45	Fund Distribution:	Simpluris
Mailing Document Language:	English	Redistribution:	None
Reminder Postcard:	No	State Wage Reporting:	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$75.00	6	\$450.00
Website---Simpluris-Information FAQ	\$1,500.00	1	\$1,500.00
Database Manager - Initial Data Analysis	\$125.00	6	\$750.00
		Total	\$2,700.00

Notification

Mailing Notice Pack - 5 Pg Notice, 1 Pg Exclusion, merged data - Printed Double-Sided - English			
Category	Unit Value	# of Units	Total
Mailing Notice Pack	\$1.00	627	\$627.00
Postage	\$0.44	627	\$275.88
NCOA	\$125.00	1	\$125.00
Undeliverable Processing	\$0.50	157	\$78.38
Skip Tracing	\$2.00	157	\$313.50
Re-mail Notice Pack	\$1.25	39	\$48.98
Re-mail Postage	\$0.55	39	\$21.55
Clerical	\$50.00	3	\$150.00
		Total	\$1,640.29

Call Center

Establish Case Specific Toll-Free Number for Live Call Center Support - English/Spanish			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	5	\$225.00
		Total	\$225.00

Claims Administration

Process Mailed in Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Dispute/Deficient Responses - One Cure Letter	\$2.50	13	\$31.35
Opt Out Processing	\$2.50	13	\$31.35
SSN Verification	\$75.00	3	\$225.00
Data Entry	\$50.00	3	\$150.00
Project Manager	\$125.00	4	\$500.00
Declaration	\$300.00	1	\$300.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$1,362.70

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members - W-2/1099s - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation - Mailing Notice Pack

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	5	\$625.00
Disbursement Manager - Data Validation	\$75.00	2	\$150.00
Setup Banking Account/QSF	\$75.00	4	\$300.00
Print & Mail Checks/1099s/W2	\$4.00	627	\$2,508.00
Check Postage	\$0.49	627	\$307.23
Process Returned Checks	\$0.50	31	\$15.68
Skip Trace Undeliverable Checks	\$5.00	31	\$156.75
Remail Checks	\$5.00	31	\$156.75
QSF Account Reconciliation	\$500.00	1	\$500.00
Individual State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee	\$1,000.00	1	\$1,000.00
Reissuing Checks	\$5.00	15	\$75.00
Reissuing 1099/W-2's	\$5.00	15	\$75.00
Responding to IRS, State, Agency Inquiries	\$75.00	2	\$150.00
Disbursement Manager	\$125.00	9	\$1,125.00
Total			\$8,144.41

(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	\$40.00	2	\$80.00
Project Manager-Wrap-up Final Issues	\$75.00	2	\$150.00
Total			\$480.00

Total Case Costs

\$14,552.40

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