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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

PAUL WILLIAMS, an individual, on behalf  
of himself and on behalf of all persons  
similarly situated,

Plaintiffs,

vs.

ZOOLOGICAL SOCIETY OF SAN DIEGO,  
a Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

CASE NO.: 37-2023-00043072-CU-OE-CTL

**DECLARATION OF OF SEAN  
HARTRANFT IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA  
SETTLEMENT**

Hearing Date:

Hearing Time: 10:30 a.m.

Judge: Hon. Richard S. Whitney

Dept.: 68

Date Action Filed: October 4, 2023

Trial Date: Not set

**DECLARATION OF SEAN HARTRANFT**

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 15 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly

1 evaluating the effectiveness of its security measures. Access to class member information is  
2 limited to employees, agents, or subcontractors who require it to perform their duties, and Apex  
3 Class Action conducts background checks on all personnel with access to sensitive personal  
4 information, to ensure they do not pose a threat to the security of client or class member  
5 information. To guarantee the security of the settlement administration process, Apex Class  
6 Action maintains Professional Liability and Cyber Liability Insurance coverage, as required by  
7 legal standards and best practices in the legal profession.

8           6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer  
9 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the  
10 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)  
11 conducting preliminary and final calculations to determine the individual settlement amounts,  
12 including attorneys' fees, costs, enhancement awards, and any other court-approved designees; (iv)  
13 calculating and reporting state and federal taxes as applicable; (v) and disseminating approved  
14 settlement funds and tax forms via First-Class USPS mail.

15           7. The administration fees for Apex Class Action's management of this settlement  
16 amount to \$38,500.00, as specified in **Exhibit B**. This document presents a comprehensive plan  
17 detailing the specific administration services that will be provided.

18  
19           I declare under penalty of perjury under the laws of the state of California that the foregoing  
20 is true and correct. Executed this 10<sup>th</sup> day of October 2024, in Irvine, California.

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Sean Hartranft

# EXHIBIT A



## CASE TYPES

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- Wage & Hour
- Private Attorneys  
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards  
Act (FLSA)
- Telephone Consumer  
Protection Act (TCPA)
- Employee Retirement  
Income Security Act  
(ERISA)
- Consumer
- Product Liability

## SUMMARY

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Apex Class Action is a team of experienced professionals with a strong understanding of the legal processes and procedures surrounding the settlement of class action lawsuits. As an organization, we possess excellent communication and organizational skills that are combined with innovative technology to efficiently manage complex projects and timelines.

From pre-settlement consultation to final disbursement, our technology platform and data security management measures are centered around integration, automation, and observability to ensure that class members are quickly and accurately paid.

## PRELIMINARY CONSULTATION

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Our complimentary preliminary consultation is used to create a framework for ensuring that all parties understand the project's scope, timeline, and budget. After establishing objectives and expectations between the plaintiff and defense counsel, our team will explore any additional opportunities to identify potential class members. Going as far as providing a detailed interactive banner ad campaign and print media options to achieve maximum reach.

## CASE MANAGEMENT

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Our expert Data Managers and Senior Case Executives oversee the administration of all class action lawsuits, ensuring compliance with court orders, settlement agreements, and industry standards. We work closely with the plaintiff and defense counsel to manage the settlement process, including the funding and distribution of settlement funds to eligible class members.

Our mailing and notification services start with data scrubbing and creation of a class database to ensure the correct contact information of all class members. Furthermore, the class data base will then be validated using the USPS National Change of Address (NCOA) database. Court certified translation with over 65 languages are available.. If mail is returned as undeliverable, all notices will be re-mailed after obtaining an updated address through skip tracing the class members' contact information.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our ability to offer cost-effective pricing is based on our expertise in utilizing cutting-edge technology, highly skilled professionals, and an optimized process. If the courts approve the use of the latest electronic notification methods, such as email and banner ads, this solution will provide both certainty and cost-effectiveness. By utilizing electronic disbursement, we can offer a highly efficient strategy where settlement awards are delivered directly to class members without the potential drawbacks associated with traditional mail delivery.

## **TAX COMPLIANCE & CASE RESOLUTION**

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Apex's proprietary technology to manage the qualified settlement fund (QSF) administration allows us to efficiently handle the process from procurement of an FDIC-insured bank account all the way to preparing and filing 1120-SF tax returns. Our full suite of QSF services includes:

- Preparing Documents
- Opening FID-Insured Bank Account
- Timely Reporting of QSF Balance
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations
- Obtaining QSF Tax ID
- Treasury Management
- QSF Audit Reports

## **CONTACT**

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**Address**  
PO Box 54668  
Irvine, CA 92619

**Email**  
[Info@apexclassaction.com](mailto:Info@apexclassaction.com)

**Phone**  
1.800.355.0700

# **EXHIBIT B**



**Quotation Request:**  
Jeffrey Herman  
Blumenthal Nordrehaug Bhowmik De Blouw  
jeff@bamlawca.com  
858.551.1223

**Case Name:** Zoological Society of San Diego  
**Date:** Monday, August 12, 2024  
**RFP Number:** 19240026

**Prepared By:**  
Sean Hartranft  
Apex Class Action LLC  
Sean@apexclassaction.com  
949.878.3676

| Settlement Specifications        |       |
|----------------------------------|-------|
| Estimated Class Size:            | 8,160 |
| Certified Language Translation:  | Yes   |
| Static Settlement Website        | No    |
| Percentage of Undeliverable Mail | 10%   |

| Professional Services                                                                                              | Fee Calculation | Rate(s)  | Quantity | Estimated Cost |
|--------------------------------------------------------------------------------------------------------------------|-----------------|----------|----------|----------------|
| Data Analytics and Standardization                                                                                 |                 |          |          |                |
| Import and Standardize Data*                                                                                       | Per Hour        | \$125.00 | 6        | \$750.00       |
| Data Analyst                                                                                                       | Per Hour        | \$150.00 | 6        | \$900.00       |
| *Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr. |                 |          |          |                |
| Sub Total:                                                                                                         |                 |          |          | \$1,650.00     |

| Mailing of Class Notice                                    |             |            |       |             |
|------------------------------------------------------------|-------------|------------|-------|-------------|
| Form Set Up                                                | Per Hour    | \$120.00   | 1     | \$120.00    |
| Print & Mail Class Notice                                  | Per Piece   | \$0.95     | 8,160 | \$7,752.00  |
| USPS First Class Postage                                   | Per Piece   | \$0.66     | 8,160 | \$5,385.60  |
| Remail Undeliverable Mail (Skip-Trace)                     | Per Piece   | \$1.50     | 816   | \$1,224.00  |
| Receive and Process Undeliverable Mail                     | Per Hour    | \$75.00    | 6     | \$450.00    |
| Process Class Member Correspondence via mail, e-mail & fax | Per Piece   | \$75.00    | 10    | \$750.00    |
| NCOA Address Update (USPS)                                 | Static Rate | \$995.00   | 1     | \$995.00    |
| Certified Language Translation: Spanish                    | Static Rate | \$1,200.00 | 1     | \$1,200.00  |
| Sub Total:                                                 |             |            |       | \$17,876.60 |

| Project Management         |          |          |   |            |
|----------------------------|----------|----------|---|------------|
| Project Management         | Per Hour | \$150.00 | 8 | \$1,200.00 |
| Project Coordinator        | Per Hour | \$90.00  | 6 | \$540.00   |
| Data Analyst and Reporting | Per Hour | \$140.00 | 6 | \$840.00   |
| Sub Total:                 |          |          |   | \$2,580.00 |





| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|-----------------------|-----------------|---------|----------|----------------|
|-----------------------|-----------------|---------|----------|----------------|

| Toll-Free Contact Center, Website & Reporting |             |            |            |            |
|-----------------------------------------------|-------------|------------|------------|------------|
| Bilingual Toll-Free Contact Center            | Static Rate | \$1,197.00 | 1          | \$1,197.00 |
| Settlement Status Reports                     | Static Rate | \$750.00   | 1          | Waived     |
|                                               |             |            | Sub Total: | \$1,197.00 |

| Distribution & Settlement Fund Management                   |             |            |            |             |
|-------------------------------------------------------------|-------------|------------|------------|-------------|
| Settlement Calculations (Preliminary and Final)             | Per Hour    | \$120.00   | 8          | \$960.00    |
| Account Management and Reconciliation                       | Per Hour    | \$140.00   | 8          | \$1,120.00  |
| Print & Mail Distribution Settlement Check (W-2/1099)       | Per Piece   | \$0.75     | 8,160      | \$6,120.00  |
| USPS First Class Postage                                    | Per Piece   | \$0.66     | 8,160      | \$5,385.60  |
| Remail Distribution to Updated Address (Skip Trace)         | Per Piece   | \$1.30     | 816        | \$1,060.80  |
| Individual Income Tax Preparation & Reporting               | Per Hour    | \$100.00   | 16         | \$1,600.00  |
| QSF Income Tax Reporting (per calendar year)                | Per Year    | \$1,250.00 | 1          | \$1,250.00  |
| Unclaimed Funds: State Controller's Unclaimed Property Fund | Static Rate | \$500.00   | 1          | \$500.00    |
|                                                             |             |            | Sub Total: | \$17,996.40 |

| Post Distribution Reconciliation  |          |          |            |            |
|-----------------------------------|----------|----------|------------|------------|
| Bank Account Reconciliation       | Per Hour | \$135.00 | 8          | \$1,080.00 |
| Project Management Reconciliation | Per Hour | \$100.00 | 8          | \$800.00   |
| Declarations                      | Per Hour | \$120.00 | 6          | \$720.00   |
|                                   |          |          | Sub Total: | \$2,600.00 |

|                                       |  |  |  |             |
|---------------------------------------|--|--|--|-------------|
| TOTAL ESTIMATED ADMINISTRATION COSTS: |  |  |  | \$43,900.00 |
| DISCOUNTED WILL NOT EXCEED:           |  |  |  | \$38,500.00 |

Thank you for your business!



## Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's reworking, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.