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Attorneys for GILBERT CASTELLON on behalf of himself and all similarly situated aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

GILBERT CASTELLON, an individual, on
behalf of all similarly situated aggrieved
employees,

Plaintiff,

v.

PRIORITY PLUS FINANCIAL, LLC., a
California limited liability company; and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2024-01375043-CU-OE-CXC

**DECLARATION OF BENTLEY CONN
OF SIMPLURIS, INC., IN SUPPORT OF
MOTION FOR ORDER APPROVING
SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") CLAIMS**

**Date: December 29, 2026
Time: 1:30 P.M.
Judge: Hon. David A. Hoffer
Dept.: CX-103**

Complaint Filed: January 22, 2024

I, BENTLEY CONN, declare as follows:

1. I am a resident of the United States of America and am over the age of 21. I am a Project Manager for Simpluris, Inc., (herein after referred to as "**Simpluris**"), a professional class action services provider. I am preparing this declaration at the request of Plaintiffs' Counsel in Support of Motion for Order Approving Settlement of Private Attorneys General Act of 2004 ("PAGA") Claims. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. Simpluris has extensive experience in disseminating class and action and PAGA notices and administering class action and PAGA settlements, including direct mail services,

1 telephone and web-based support, database management, claims-made & opt-out processing and
2 settlement fund distribution services for class and representative actions ranging in size up to many
3 millions of class members. Attached hereto, as **Exhibit A**, is a true and correct copy of Simpluris's
4 current CV, reflecting our primary competencies as they relate to class action administration.

5 3. I have been provided with, and reviewed a copy of the Parties' Settlement
6 Agreement and Release of Private Attorneys General Act Claims (the "Settlement") in this case
7 and am readily familiar with tasks and obligations imposed upon Simpluris, as the nominated
8 Settlement Administrator.

9 4. If approved by the Court, Simpluris agrees to all of the terms and conditions of the
10 Settlement Agreement and Release of Private Attorneys General Act Claims relating to the
11 administration of the Settlement (except as may be modified by the Court) as a condition of this
12 appointment.

13 5. Within three (3) business days after approval of the Settlement by this Court,
14 Simpluris will post copies of the Complaint, the Settlement Agreement, the Notice, and any Final
15 Order and Judgment by the Court, on its website for at least thirty (30) days.

16 6. Prior to sending out the PAGA Notice, Simpluris will fill in the specific date for the
17 PAGA Members Notice so that all PAGA Members will be apprised of their pay period allocations
18 and complete all other personalized information from the Data List required to be included in the
19 PAGA Members Notice and otherwise proof and format the PAGA Members Notice.

20 7. Simpluris's disbursement process will include but not limited to; (a) applying for
21 case EIN; (b) establishing Qualified Settlement Fund (QSF) Escrow Account), with administering
22 task including but limited to overview and reconciliation of account; (c) calculating the individual
23 settlement payments and other Court approved payment to be made from the Gross Settlement
24 Amount; (d) preparing, administering and distributing payments from the Gross Settlement Fund,
25 including necessary tax forms (W2 and/or 1099, as applicable); (e) sending out check cashing
26 reminders, as needed; and (f) performing other such duties as the Parties and/or the Court directs in
27 conformance with the Settlement and Orders of this Court. The above services are included in
28 Simpluris's initial quote. Attached hereto, as **Exhibit B**, is a true and correct copy of Simpluris's

1 estimated quote for this matter.

2 8. For data security, all data will be transmitted through Simpluris's encrypted Secure
3 Portal. Simpluris will provide Defense Counsel with a unique, case specific username and password
4 to upload the Data List. After receiving the Data List from Defendant, Simpluris will upload the
5 data into our database and check for duplicates and other possible discrepancies. Simpluris has
6 extensive security measures in place and will maintain a comprehensive, Information Security
7 Program that complies with all applicable laws and regulations and that is designed to (a) ensure
8 the security, privacy and confidentiality of PAGA Member information, (b) protect against any
9 reasonably anticipated threats or hazards to the security or integrity of PAGA Member information,
10 and (c) protect against unauthorized access to, use, deletion, or modification of PAGA Member
11 information.

12 9. Simpluris's fee associated with the administration of this Settlement is: \$2,750,00.
13 If the scope of work increases or decreases significantly, Simpluris will inform the parties and
14 request approval of an adjustment, whether increased or decreased respectively, to the capped costs.

15 10. To the best of my knowledge, neither the Parties nor their attorneys have any
16 financial interest in Simpluris or otherwise have a relationship with Simpluris that could create a
17 conflict of interest.

18 **Procedures for Notice Preparation and Distribution**

19 11. Within ten (10) business days of the funding of the Gross Settlement Amount by
20 Defendant, Simpluris will issue payments required under the Settlement to appropriate entities or
21 persons, including PAGA Member Settlement payments to the PAGA Members, which will be
22 accompanied by the Notice of PAGA Settlement. Simpluris will provide the Parties' counsel reports
23 regarding administration of the Settlement Agreement as needed or requested.

24 12. Simpluris will mail the Notice of PAGA Settlement ("Notice") via regular First-
25 Class U.S. Mail to all Settlement Group Members. No later than three (3) business days after receipt
26 of any Notice by the USPS as undelivered, Simpluris will re-mail the Notice using any forwarding
27 address provided by the USPS. If the USPS does not provide a forwarding address, Simpluris will
28 use the National Change of Address Database and skip tracing to find the most current address and

re-mail the Notice to the most current address obtained.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this Declaration was executed on the 6th day of October, 2025, in Oregon City, Oregon.

Bentley

BENTLEY CONN

Project Manager

EXHIBIT A

Simpluris, an award winning claims administrator, has administered over 9,000 matters, managed over \$9 billion in settlement funds, and provided its services for over 15 years. Our beginning-to-end services include complete project management, mailings & notification campaigns, contact center, legal intake, data management, disbursements & tax reporting, among others.

Services

Class Action Administration

Simpluris class action and claims administration offers comprehensive settlement planning, execution, and reporting. When you bring a case to Simpluris, our team reviews each matter independently. Our subject matter experts leverage their experience to develop a settlement framework designed to meet the unique aspects of your matter. We take a consultative approach to address your challenges and support preliminary hearing preparation.

Mass Arbitration Administration

Simpluris can provide the technology and operational fulfillment resources needed to manage mass arbitrations from intake to payment in a cost-effective and efficient manner. At Simpluris, we pride ourselves on having an average of 93.5% signed releases. We have experience administering some of the largest mass arbitration cases, including Uber, Lyft, Instacart, Grubhub, Postmates, and DoorDash. Simpluris delivers solutions for matters of any size and complexity.

Regulatory Remediation

Whether internally initiated or formally required by a consent order, Simpluris aids respondents in meeting critical obligations and deadlines. Simpluris is prepared to plan and execute remediation actions tailored to your institution's size and needs. As a third-party administrator, we understand the importance of swift remediation and provide "white glove" customer service from planning, to execution, through final reporting.

Legal Corporate Services

Simpluris' services scale and adapt to meet our client's challenges. We excel at comprehensive settlement administration and remediation; however, we understand that our client's needs include a combination of many legal corporate services. No matter how simple or complex, we ask you to bring us your unique challenges so we may develop a custom solution to fit your needs.

Data Security

Simpluris is committed to the security and overall protection of its customer's data and information. We maintain SOC 1 and SOC 2 certification which requires us to adhere to strict policies and procedures surrounding information security including processing and storage of confidential customer data. Simpluris has and maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00).

Executive Team

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 disbursed 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.

The Simpluris executive team - Kevin Lee, President & CEO; Doug Norman, SVP Business Operations; Zach Hoffman, Founder, CTO; Patrick Ivie, CRO; Wes Alford, SVP; and Paul Saroj, SVP - are experienced industry experts. Leveraging our past experiences, Simpluris is prepared to handle matters of every scope and scale.

Technology

From Simpluris' inception, our founders had a vision to develop a single comprehensive platform, purpose-built to serve the legal administration industry. Today, our proprietary technology platform, named Cadence, increases data security, mitigates errors caused by siloed databases, and speeds processes by improving transparency and collaboration between departments. Cadence is an innovative and evolving administration engine that sets our case management apart from all other legal administrators. From data ingestion, noticing, and claims processing, through disbursement, taxation, and final reporting, our project management processes are conducted inside Cadence. We see the future of legal tech evolving and are continuously developing our solutions to meet the administration needs of tomorrow.

Client 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 life cycle. Your client service representative is your administration conductor, adjusting the tempo as your case progresses. With a comprehensive 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.



(800) 779-2104
3194-C Airport Loop Dr.,
Costa Mesa, CA 92626
simpluris.com



EXHIBIT B



Reference No. 20250117-PJI-04

January 17, 2025

John J. Weber, Esq.
Keegan & Baker, LLP
5820 Oberlin Drive, Suite 205
San Diego, CA 92121

RE: 143 Aggrieved Employees – PAGA Settlement

Dear John,

Thank you for this opportunity to provide a quote for your PAGA settlement. Using the parameters you described, Simpluris' total estimated cost is \$4,611. As a courtesy, we are offering a \$1,861 discount, for a discounted total of \$2,750.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Patrick J. Ivie".

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104



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Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20250117-PJI-04	Prepared By:	Patrick Ivie
Estimate Date:	1/17/2025	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	4/17/2025	Email:	pivie@simpluris.com

Attorney Contact
Attorney: **John J. Weber, Esq.**
Firm: Keegan & Baker, LLP
Email: jweber@keeganbaker.com

Opposing Counsel Contact
Attorney:
Firm:
Email:

**Case Name: 143 Aggrieved Employees
PAGA Settlement**

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	143	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	n/a
Opt-out Rate:	n/a	Average Call Length:	n/a
Language(s) for Communication	EN	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	Escheat	State(s):	CA
Lengths of Administration:	6 Months	Tax Years:	1
		Fund:	\$319,000

Case Setup

- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	1	\$110.00
Database Manager - Initial Data Analysis	\$125.00	1	\$125.00
Total:			\$235.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse Notice with award payments and tax document
- Uncashed funds will be sent to the California Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	2	\$250.00
Disbursement Manager - Data Validation	\$90.00	1	\$90.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Maintenance	\$125.00	6	\$750.00
NCOA/CASS/LACS	\$0.14	143	\$20.02
Print & Mail Notice, Check and Tax Documents	\$1.00	143	\$143.00
Postage	\$0.72	143	\$102.96
Process Returned Checks	\$0.20	15	\$3.00
Skip Trace Search Undeliverable Checks	\$0.12	15	\$1.80
Remail Checks (Includes Postage)	\$2.00	15	\$30.00
Escheat Uncashed Funds	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
Reissue Checks / Mailing	\$2.50	3	\$7.50
Reissue 1099s	\$2.50	3	\$7.50
Responding to IRS/State/Agency Inquiries	\$75.00	1	\$75.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	1	\$90.00
Total:			\$4,095.78

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc.	\$45.00	1	\$45.00
Project Manager-Wrap-up Final Issues	\$110.00	1	\$110.00
Total:			\$280.00

Total Estimated Cost of Administration:	\$4,611
Less Client Courtesy Discount:	<u>-\$1,861</u>
Discounted Total:	<u><u>\$2,750</u></u>

Terms and Conditions

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

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

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

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. 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.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. 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.

20. 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.

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