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12 Attorneys for Named Plaintiffs ADRIANA HAYTER,
LARINE SHIELDS, and TAYLOR EVANS

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
IN AND FOR THE COUNTY OF SAN FRANCISCO

15
16 ADRIANA HAYTER, LARINE SHIELDS,
and TAYLOR EVANS; individually, and on
17 behalf of all other similarly situated persons,
and on behalf of State of California; and
18 ROES 1-100,

19 Plaintiffs,

20 v.

21
22 EWALD & WASSERMAN RESEARCH
CONSULTANTS, LLC, a California limited
23 liability corporation; KARTIN EWALD, an
individual; LISA WASERMAN, an
24 individual; and DOES 1-20,

25 Defendants.
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Case No. CGC-19-577753

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

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DECLARATION OF ERIC SPRINGER

I, Eric Springer, declare as follows:

1. I am the Director of Project Management for Simpluris Inc., (“Simpluris”). I am over 18 years of age and authorized to make this declaration on behalf of Simpluris and myself, and make this declaration based upon my own personal knowledge.

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

3. We have provided notification and/or claims administration services in more than 5,000 cases. Of these, more than 3,000 were Labor & Employment cases. Over the past 10 years, Simpluris has handled approximately \$600 million in settlements. A true and correct copy of Simpluris’ company resume (“Simpluris Resume”) is attached as Exhibit A.

4. Simpluris is committed to the security of not only our data and information but the Parties’ data and information as well. We have not experienced any security breaches in our company history. A true and correct copy of our SOC 2 Certification demonstrating our commitment to security is attached as Exhibit B. Additionally, Simpluris maintains insurance coverage in the amount of \$3,000,000 for Errors and Omissions.

5. Simpluris does not have any affiliation with counsel for this matter.

6. Simpluris has been selected by counsel to serve as the class action Settlement Administrator for this case. In this capacity, Simpluris will be charged with, among other responsibilities: (a) providing Notice to the Class Members; (b) establishing a fund for authorized claimants; (c) calculating all amounts due to each class member pursuant to the settlement; (d) processing checks and mailing payments to class members; (e) preparing, processing, and filing all applicable tax forms and tax returns. Simpluris has estimated the costs to administer the settlement fund in this case at \$4,385 and has agreed to

1 cap the costs at \$4,300. If the scope of work increases or decreases significantly, Simpluris will inform the
2 parties and request approval of an adjustment, whether increased or decreased respectively, to the capped
3 costs. Attached hereto as Exhibit C is a copy of Simpluris' bid for administering this matter.

4 I declare under penalty of perjury under the laws of the State of California that the above is true
5 and correct and that this Declaration was executed this 8th day of June, 2021, in Melbourne, Florida.

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9 _____
10 Eric Springer

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Exhibit A

simpluris

Class Action Settlement Administration

ABOUT SIMPLURIS

Simpluris, Inc. opened its doors in January 2007 as a class action settlement administration firm. A small collection of professionals proficient in class action settlement administration, marketing, direct mail development, and database design, with Troy Hoffman at its helm, began building the client-centric company with less than 10 clients. Over the course of 10 years, Simpluris has grown to 55+ employees, offices in 3 states, 5000+ clients. The success has derived from the construction of a cohesive team built with enthusiasm and vision. Simpluris is continually advancing its services including notification campaigns, case administration, data management, funds distribution and tax reporting persistently seeking modern techniques that offer efficiency and cost effective solutions to our clients. Simpluris will launch LiveCase™ (client centric software) shortly, which will take class action settlement administration to a whole new level.

Inc Magazine recently ranked Simpluris #171 on its 30th annual Inc. 500 an exclusive ranking of the nation's fastest growing private companies.

Founder, Troy Hoffman, has been a guest lecturer and panel member in the industry on class action related topics, including online claims filing, class notice campaigns, and other relevant issues within class action administration. He has spoken at many seminars including:

- California 17200 Conference
- Class Action & UCL Conference
- Nixon Peabody Luncheon
- Class Action Litigation Summit
- Bridgeport symposium's, Regular Panel Member
- CASD-Panel Member

Our approach is to provide a high level of customer service to all our clients and to use automation to the fullest to provide economical as well as accurate results and work product.

Clients receive support from our experts, who include attorneys, accountants, IT experts and communications professionals with a deep understanding of the unique demands of complex administration for class action, mass tort, and international collective redress.

Every case is assigned a dedicated team of professionals that oversees and coordinates all aspects of the engagement. Our integrated approach assures the highest levels of quality, accuracy and timeliness to meet clients' deadlines.

Simpluris has successfully administered cases in a complete scope of different practice areas. Our proven procedures and best practices provide successful outcomes from start to finish. Our IT professionals work full time to upgrade our case management technology to advance our commitment to our clients. Our far-reaching experience has helped us effectively administer cases in Wage and Hour, retail, commercial, Consumer, liability, and Consumer Fraud.

AREAS OF PRACTICE

Antitrust	Employment/ADA	Personal Injury
Banking	Environmental	Product Liability
Civil Rights	Finance	Securities
Consumer/Product	Healthcare	Specialty Areas
Coupon	Insurance	Trade
Discrimination	Mass Tort	Wage and Hour

SERVICES AND SOLUTIONS

Call Center	Consulting	Notice of Class Certification
Case Administration	Data Management	Pre-Certification
Case Notification	Discovery Campaigns	Settlement Mailings
Case Websites	Fund Distribution and Tax	Statistical Analysis
Claims Processing	Reporting	Statistics Gathering
Class Member Tracking	Mailing Campaigns	

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
-

Simpluris

Class Action Settlement Administration

current CASE LIST

Acheson v Giorgio Armani

Case Number: 107 CV 099461

PLAINTIFF - Initiative Legal Group LLP

Mónica Balderrama, Esq., Shawn Westrick, Esq.

DEFENSE - Jackson Lewis LLP

Punam Sarad, JoAnna Brooks

Alberto v GMRI, Olive Garden

Case No: 2:07-CV-01895-WBS-DAD

PLAINTIFF - Westrup Klick

Phillip R. Poliner

DEFENSE - Paul, Hastings, Janofsky & Walker LLP

Jan E. Eakins

Alvarez v Malibu Restaurant

Case No: BC 376311

PLAINTIFF - Hamner Law Offices PC

Christopher J. Hamner

DEFENSE - Landegger Baron Lavenant

Brian E. Ewing

Anderson v DriveTime

Case No: BC398475

PLAINTIFF - Initiative Legal Group

Mark Yablonovich, Marc Primo

DEFENSE - Paul Hastings Janofsky & Walker

Elena Baca, Ryan Derry

Arias v Praxair Distribution

Case No: CGC 08-474506

PLAINTIFF - Keller Grover LLP

Eric A. Grover, Esq., Jade Butman, Esq.

DEFENSE - Littler Mendelson, P.C.

Marlene S. Muraco, Esq.

Arnall v North American Merchandising Service, Inc.

Case No: 06AS01439

PLAINTIFF - Shimoda Law Corp.

Galen T. Shimoda

DEFENSE - Jackson Lewis LLP

Dale R. Kuykendall, Nathan W. Austin

Dillingham & Murphy, LLP

William Gaus

Balint v Chico's Fas, Inc.

Case No: BX369191

PLAINTIFF - Jennifer Kramer Legal

Judith Wiederhorn, Jennifer Kramer

DEFENSE - Jackson Lewis LLP

David S. Bradshaw

Blackner v Ameripark

Case No: BC363075

PLAINTIFF - Initiative Legal Group

Mark Yablonovich

DEFENSE - Littler Mendelson

Tony Ray Skogen

Bodiford v GMRI, Red Lobster

Case No: HG 08407051

PLAINTIFF - Westrup Klick, LLP

Phillip Poliner, Esq

DEFENSE - Paul, Hastings, Janofsky &

Walker LLP

Jan E. Eakins, Esq

Booker v Tanintco

Case No: BC 349267

PLAINTIFF - Law Offices of Jared E. Peterson

Jared E. Peterson, Esq.

Aiman-Smith & Marcy

Reed W.L. Marcy, Esq.

DEFENSE - Sedgwick, Detert, Moran & Arnold LLP

Leonora M. Schloss, Esq., Aaron N. Colby, Esq.

Boyce v Michael Kors

Case Number: 37-2008-00093848-CU-BT-CTL

PLAINTIFF - Fineman & Associates

Neil B. Fineman

DEFENSE - Proskauer Rose LLP

Lary Alan Rappaport

Boydston v ExxonOil

Case Number: 1267419

PLAINTIFF - Gilbert & Sackman, A Law Corporation

Robert A. Cantore, Adrian Barnes

DEFENSE - Sheppard, Mullin, Richter & Hampton, LLP

Jeffrey A. Dinkin, Aaron W. Heisler

Brentwood Travel Services v DCT

Case No: 03CC-002857

PLAINTIFF - Korein Tillery LLC

Christopher A. Hoffman, Steven Katz, Douglas R. Sprong

DEFENSE - not disclosed

Brior v AE Retail West, LLC

Case No: CGC 06-455422

PLAINTIFF - Keller Grover, LLP

Eric Grover, Jade Butman

DEFENSE - Rutan & Tucker, LLP

Brian C. Sinclair

Broome v Google

Case No: 108CV112386

PLAINTIFF - *Rukin, Hyland, Doria & Tindall LLP*
Peter Rukin

DEFENSE - *Paul, Hastings, Janofsky & Walker LLP*
Thomas E. Geidt

Butcher v Westport Insurance Corp.

Case No: BC 335874

PLAINTIFF - *Kroll Law Corporation*
Gerald Kroll

DEFENSE - *Harrington, Fox, Dubrow & Canter*
Mark Flory, James Lo

Cabrera v HVACExchange

Case No: 37-2008-00084851-CU-OE-CTL

PLAINTIFF - *Cadena Churchill LLP*
Raul Cadena

DEFENSE - *Law Offices of Roy R. Withers, Esq.*
Roy Withers

Camacho v Herbalife

Case No: BC376236

PLAINTIFF - *Diversity Law Group, A.P.C.*
Larry Lee

DEFENSE - *Sheppard Mullin Richter & Hampton, LLP*
Richard J. Simmons, Jason W. Kearnaghan

Campos v HWBCarwash

Case No: BC378990

PLAINTIFF - *Lavi & Ebrahimian, LLP*
N. Nick Ebrahimian, Joseph Lavi, Jordan D. Bello

DEFENSE - *Jackson Lewis LLP*
Mia Farber, Chad Bernard

Caponera v Knox & Associates

Case No: 06AS03693

PLAINTIFF - *Wynne Law Firm*
Edward J. Wynne

DEFENSE - *Jackson Lewis LLP*
Cary G. Palmer

Casanova v Gregg Industries, Inc

Case No: BC 337037

PLAINTIFF - *Appleton, Blady & Magnanimo*
Benjamin Blady

DEFENSE - *Berry & Perkins*
Kevin Lussier

Cash v McCormick

Case No: BC 374352

PLAINTIFF - *Kingsley & Kingsley*
George Kingsley, Eric Kingsley, Gregory Givens

DEFENSE - *Atkinson, Andelson, Loya, Ruud & Romo*
Ann K. Smith

Castro v White Cap

Case Number: CGC 05-446144

PLAINTIFF - *Vinick Law Firm*
Sharon Vinick

Kletter & Peretz
Yosef Peretz
DEFENSE - *Orrick, Herrington & Sutcliffe LLP*
Joseph C Liburt, Amira Day

Cavanaugh v SCPMG

Case No: BC 354246

PLAINTIFF - *Appleton, Blady & Magnanimo, LLP*
I. Benjamin Blady

DEFENSE - *Seyfarth Shaw*
Thomas R. Kaufman

Centurioni v City and County of San Francisco

Case No: C0701016JSW

PLAINTIFF - *Vinick Law Offices*
Sharon Vinick

Shea Law Offices
Mary J. Shea
Boxer & Gerson LLP
Leslie F. Levy and Darci Burrell
DEFENSE - *City Attorney's Office*
*Dennis J. Herrera, Elizabeth Salveson, Jonathan Rolnick, Rose-
Ellen H. Fairgrieve*

Chandler v Mi Piacè

Case No: BC 337780

PLAINTIFF - *Hawkins & Sofonio*
Greg Mauro

DEFENSE - *Sheppard, Mullin, Richter & Hampton*
Daniel J. McQueen

Chavez v CEC Entertainment, Inc

Case Number: BEC380996

PLAINTIFF - *Lavi & Ebrahimian*
Joseph Lavi

DEFENSE - *Bander Law Firm*
Cathe Caraway-Howard

Chiaramonte v Pitney Bowes

Case No: 06CV1507RNL5

PLAINTIFF - *Cohelan & Houry*
Michael Singer, Diana Houry

DEFENSE - *Seyfarth Shaw*
*Raymond Kepner, Tom Kaufman,
Ayesha Attouh*

Clark v Commerce West Insurance

Case No: RG06269869

PLAINTIFF - *Duckworth Peters Lebowitz, LLP*
Mark Peters

DEFENSE - *Sheppard Mullin Richter & Hampton*
Jennifer Redmond

Clymer v Candle Acquisition

Case No: BC328765

PLAINTIFF - *Initiative Legal Group, LLP**Mark Yablonovich, Marc Primo, Payam Shahian*DEFENSE - *Carter Carter Fries & Grunschlag**Dov M. Grunschlag***Colbert v American Home Craft Inc.**

Case No: 05AS05012

PLAINTIFF - *Shimoda Law Group**Galen T. Shimoda*DEFENSE - *Johanson Berenson LLP**Douglas Rubel***Cook v TwentyNinthStreetCafe**

Case Number: LASC BC384829

PLAINTIFF - *The Law Offices of Stephen Glick**Stephen Glick; Anthony Jenkins*DEFENSE - *Musick, Peeler & Garrett, LLP**Elaine M. Vukadinovich***Corado v Goodyear**

Case No: RCV 095476

PLAINTIFF - *Spiro Moss Barness, LLP**Justian Jusuf, Dennis Moss**Law Offices of Sahag Majarian II**Sahag Majarian II*DEFENSE - *Non-Disclosed***Cota v Las Olas**

Case No: 37-2007-00055931-CU-OE-NC

PLAINTIFF - *Hamner Law Offices**Christopher Hamner, Kimberly Westmoreland*DEFENSE - *Seyfarth Shaw**Kimberly M. Foster***Crosby v Chevy's, Inc.**

Case No: 06AS02420

PLAINTIFF - *Law Offices of Michael Carver**Michael Carver*DEFENSE - *Morgan, Lewis, Bockius**Barbara Miller***Cuevas v Vasquez Company**

Case No: RIC 497307

PLAINTIFF - *Gould & Associates**Michael A. Gould*DEFENSE - *Hodel, Briggs, Winter LLP**Glenn L. Briggs***D'Asero v Home Loan Center**

Case No: SACV 08-0384 RSWL (JWJx)

PLAINTIFF - *Mower, Carreon, & Desai, LLP**Jon R. Mower, James A. Burton*DEFENSE - *Sheppard, Mullin, Richter, & Hampton, LLP**Greg S. Labate, Matthew M. Sonne***Dao v 3M Company**

Case No: CV-08-04554 VBF (AGRx)

PLAINTIFF - *James Hawkins**Gregory Mauro*DEFENSE - *Shea Stokes Roberts & Wagner**Maria Roberts***Davenport v Union Bank of CA**

Case No: 2:07-CV-00001 FMC

PLAINTIFF - *Keller Grover**Eric Grover**Thierman Law Firm**Mark R. Thierman*DEFENSE - *Morgan, Lewis, & Bockius**Rebecca Eisen, John Battenfeld***Davilla v Beckman Coulter**

Case Number: 07CC01347

PLAINTIFF - *James Hawkins**Greg Mauro*DEFENSE - *Sheppard Mullin**Greg Labate***Davis v Kohls Department Stores, Inc**

Case No: BC327426/BC341954

PLAINTIFF - *Righetti Law Firm, PC**John Glugoski, Matt Righetti**Scott Cole & Associates**Kevin R. Allen, Scott Edward Cole*DEFENSE - *Jackson Lewis, LLP**Scott Lacunza, Frank Liberatore***Dibel v Jenny Craig**

Case No: 06cv2533

PLAINTIFF - *Class Action Litigation Group**Rene Barge, Katie Odenbreit*DEFENSE - *Jackson DeMarco Tidus Petersen & Peckenpaugh**Paul Van Hoomissen, Gregory G. Petersen, Joshua Rittenberg***DLSE v CAM Commerce Solutions**

Case No: N/A

PLAINTIFF - *DLSE**David Gurley*DEFENSE - *Proskauer Rose LLP**Art Silbergeld***DLSE v SierraCascade**

Case No: 35-65292/225

PLAINTIFF - *DLSE**Deborah Graves*DEFENSE - *DLA Piper US LLP**Amy Beckstead*

Ellerd v County Of LA

Case No: CV 05-122/cv 05-4200

PLAINTIFF - *Megan Richmond*

DEFENSE - *Sheppard, Mullin, Richter, & Hampton, LLP*
Geoffrey D. Deboskey

Eng v PQBeverlyHills

Case No: BC391451

PLAINTIFF - *Nunes Law Group*

Glenn Nunes

Hammer Law Offices

Chris Hammer, Kimberly Westmoreland, Marie Bolanos

DEFENSE - *Snell & Wilmer*

Christy Joseph, Tiffany Brosnan

Faris v Bal Seal

Case Number: 30-2008-00180022

PLAINTIFF - *Spiro, Moss, Barness, LLP*

Dennis Moss

The Law Office of Justian Jusuf

Justian Jusuf

DEFENSE - *Tredway, Lumsdaine & Doyle*

Shannon Marie Jenkins

Farrell v Hamlet Group, Inc.

Case No: BC 378411

PLAINTIFF - *Hammer Law Offices, LLC*

Christopher J. Hammer

DEFENSE - *Garrett & Tully, LLP*

Efren Compean

Flores v CVS

Case No: 2:07-cv-05326-FMC-Ex

PLAINTIFF - *Initiative Legal Group, LLP*

Monica Balderrama, Marc Primo, Linh Hua, Shawn Westrick,
Mark Yablanovich

DEFENSE - *Sheppard, Mullin, Richter & Hampton, LLP*

Jennifer Zargarof & Douglas R Hart

Franco v Ecology Autoparts, Inc

Case No: GIC840600

PLAINTIFF - *Law Offices of Paul D. Jackson*

Paul D. Jackson

Cadena Churchill, LLP

Raul Cadena

DEFENSE - *Lewis Brisbois Bisgaard & Smith LLP*

Paul F. Sorrentino

Frank v eCost

Case No: BC374820

PLAINTIFF - *Westrup Klick, LLP*

Philip Poliner

DEFENSE - *Jones Day*

Steven M. Zadravez

Frost v Freeway Insurance

Case No: GIC874251

PLAINTIFF - *Cohelan & Khoury*

Isam C. Khoury, Michael D. Singer, Diana M. Khoury, Alexander I. Dychter

DEFENSE - *Michelman & Robinson, LLP*

Sanford L. Michelman, Mona Z. Hanna, Todd H. Stitt

Fuller v Kelly Services

Case No: BC296800

PLAINTIFF - *Gould & Associates*

Aarin Zeif, Michael L. Gould

Law Offices of Daniel G. Emilio

Daniel G. Emilio

DEFENSE - *Sheppard, Mullin, Richter & Hampton*

Geoff D. DeBoskey

Galicia v Pfinish Koncepts, Inc

Case Number: BC375293

PLAINTIFF - *Kesluk & Silverstein*

Douglas N Silverstein

DEFENSE - *Carlton DiSante & Freudenberger*

Leigh A White & Dorothy A Black

Galtie v ARSNationalServices

Case No: 37-2007-00056871 CU OE NC

PLAINTIFF - *Initiative Legal Group*

Linh Hua, Scott Leviant, Payam Shanian, Marc Primo

DEFENSE - *Luce Forward Hamilton & Scripps*

Kathryn A. Bernert

Garcia v Kao

Case No: 05CC05679

PLAINTIFF - *Gibson Dunn & Crutcher*

Nicola Hanna, Kevin Roosevelt, Kelly Leggio, Lise Johnson
Public Law Center

Kenneth Babcock, Gary McGaha

DEFENSE - *Law Offices of David S. W. Fang*

David S. W. Fang

Law Offices of David Alan Cooper

David Alan Cooper

Law Offices of Stanley Friedman

Stanley Friedman

Howrey LLP

Russell B. Hill, Jesse D. Mulholland

Pasternak, Pasternak & Patton

David J. Pasternak

Theodora Oringher Miller & Richman

James Godes, Joseph Preis

Geerhart v California Insurance Guarantee Association

Case No: 357078BC

PLAINTIFF - *The Law Offices of Timothy B McCaffrey*

Timothy McCaffrey Jr.

DEFENSE - *Locke, Lord, Bissell & Liddell LLP*

Nina Huerta, Eduardo Martorell, Guerry Collins

Ginsberg v Pinecrest Schools

Case No: BC 316722

PLAINTIFF - Daniels, Fine, Israel, Schonbuch & Lebovits
Scott Brooks, Paul Fine
Law Offices of Stephen Glick
Stephen Glick

DEFENSE - Christensen, Glaser, Fink, Jacobs, Weil & Shapiro,
LLP

Mark Lynch

Gonzalez v Home Loan Center

Case No: CV06-5007 RSWL (JWJx)

PLAINTIFF - Initiative Legal Group, LLP

Marc Primo, Joseph Cho, Shawn Westrick

DEFENSE - Sheppard Mullin Richter & Hampton LLP

Greg S. Labate, Matthew M. Sonne

Granados v Dow Key

Case No: 56-2007-00304253-CU-OE-VTA

PLAINTIFF - Gullede Law Group

Linda J. Gullede, Kelly Woody Gullede

DEFENSE - Nordman, Cormany, Hair & Compton LLP

Karen L. Gabler

Guerra v L'Occitane

Case No: BC373587

PLAINTIFF - Initiative Legal

Mark Yablonovich, Marc Primo, Matthew Theriault, Dina Livits

DEFENSE - Jackson Lewis LLP

David Bradshaw

Guerrero v Beacon Bay

Case No: 06CC00111

PLAINTIFF - Law Offices of Jerry D. Underwood

Jerry D. Underwood Esq

Diefer Law Group, P.C.

Marcelo A. Dieguez, Esq

DEFENSE - Carlton DiSante & Freudenberger LLP

Timothy M. Fruedenberger LLP

Hall v Best Buy

Case No: 265-2005-02271

PLAINTIFF - EEOC

DEFENSE - Robins Kaplan Miller & Ciresi LLP

Janet C. Evans, Kelly K. Pierce

Halawanji v Advantage Guard

Case No: 06CC00158

PLAINTIFF - Gould & Associates

Michael Gould, Aarin Zeif

DEFENSE - Atkinson, Andelson, Loya, Ruud & Romo, APC

Susan Steward

Hansen v CeliteCorp

Case Number: 1250371

PLAINTIFF - Gilbert & Sackman, A Law Corporation

Robert A. Cantore, Adrian Barnes

DEFENSE - Sheppard, Mullin, Richter & Hampton, LLP

Jeffrey A. Dinkin, Aaron W. Heisler

Hanzy v Mac Mall

Case No: BC373935

PLAINTIFF - Westrup Klick, LLP

Phillip R. Poliner, Esq.

DEFENSE - Jones Day

Steven M. Zdravec, Esq.

Hashimoto v Abercrombie & Fitch Co.

Case No: BC 354479

PLAINTIFF - Khorrami, Pollard & Abir LLP

Robert (Bob) Drexler Jr

The Quinsberry Law Firm

John N. Quisenberry

DEFENSE - Vorys, Sater, Seymore and Pease, LLP

Mark Knueve

Harris v Kiddie Kandids

Case Number: C08-00852 MEJ

PLAINTIFF - Law Office of Randall Crane

Randall Crane

DEFENSE - Desouza Law Offices

Jacqueline Desouza

Haywood v Tyler Restaurants, Inc.

Case No: 06CC00085

PLAINTIFF - Gerald MacRae

DEFENSE - Stradling, Yocca, Carlson & Rauth

John Cannon, Amy Williams

Hernandez v Angeles ARC

Case No: BC347952

PLAINTIFF - Law Offices of Ellyn Moscowitz

Ellyn Moscowitz, Sharon Seidenstein

DEFENSE - Law Offices of Steven Kramer

Steven Kramar

Hernandez v Brink's, Inc.

Case No: BC360488

PLAINTIFF - The Cooper Law Firm P.C.

Scott Cooper

The Carter Law Firm

Roger L. Carter

Jose Garay A.P.C

Jose R. Garay

DEFENSE - Crowell & Morning LLP

Jeff Pagano, Ira Saxe, Stafford Woodley, Marc Romero, Stephan P. Rice

Herron v Cool Cuts 4 Kids

Case No: BC384527

PLAINTIFF - Gould & Associates

Michael A. Gould

Aarin A. Zeif

DEFENSE - Littler Mendelson

Diane L. Kimberlin

Hill v SullivanAG

Case No: BC378222

PLAINTIFF - *Initiative Legal**Linh Hua, Scott Leviant*DEFENSE - *Chavos and Rao**Laurie Rao***Hyatt v California Sullivan**

Case No: INC 068594

PLAINTIFF - *James H. Cordes, Attorney at Law**James H. Cordes*DEFENSE - *Carlton DiSante & Freudenberger, LLP**Leigh Ann White & Timothy Freudenberger***Ingraham v Orchard Supply Hardware**

Case No: 457004

PLAINTIFF - *Scott Cole & Associates APC**Scott Edward Cole, Matthew Bainer & Clyde H. Charlton*DEFENSE - *Littler Mendelson PC**Dennis M. Brown, Michelle B. Heverly & Erica H. Kelley***Janicki v Lane Bryant**

Case No: BC 374877

PLAINTIFF - *Connor & Sargent PLLC**Stephen P. Connor**Anne-Marie E. Sargent*DEFENSE - *Morgan Lewis & Bockius**John S. Battenfeld, Donna Mo, Albert Huang***Jones v Right Away Redy Mix**

Case No:RG 07331067

PLAINTIFF - *Law Offices of Sohnen & Kelly**Harvey Sohnen, Esq., Patricia Kelly, Esq.*Defense - *Wiley, Price, & Radulovich, LLP**Joseph E. Wiley, Esq., Ian O. Fellerman, Esq.***Kaplan v Siemens Maintenance Services**

Case No: BC 328900

PLAINTIFF - *Initiative Legal Group, LLP**Joseph Cho, Greg Yu*DEFENSE - *Morrison & Foerster**Samantha Goodman***Keo v North Coast Couriers**

Case No: RG 06-0251806

PLAINTIFF - *Hinton, Alfert, and Sumner**Aaron Kaufman**Cohelan & Khoury**Christopher Olsen, Michael D. Singer**Liberation Law Group**Arlo G. Uriarte**Law Offices of Ricardo J. De Rosa**Ricardo J. De Rosa*DEFENSE - *Law Office of Nina Yablok**Nina Yablok**Littler Mendelson**Theodora Lee***Keplinger v California Pizza LLC**

Case No: 07CEGC01534

PLAINTIFF - *Law Office of Michael Carver**Michael Carver*DEFENSE - *Fisher & Phillips, LLP**John Lattin***Kinz v SpencerGifts**

Case Number: 07AS03539

PLAINTIFF - *Law Offices of Michael Carver**Michael Carver, Michelle Lunde*DEFENSE - *Orrick, Herrington & Sutcliffe LLP**Allison Pitigoi, Julie Totten***Klostermann v OCE Business Services**

Case No: BC311001

PLAINTIFF - *Graves & Associates**Allen Graves*DEFENSE - *Jackson Lewis, LLP**Mia Farber, Dean Rocco***Koehler/Aho v BankoftheWest**

Case Number: CGC-060 458611

PLAINTIFF - *Initiative Legal Group, LLP**Gregory Yu*DEFENSE -*Orrick, Herrington & Sutcliffe, LLP**Andrew Livingston***Koehler v Honeywell**

Case No: RG 05213466

PLAINTIFF - *McCurdy & Ku**Gregg L. McCurdy, Gaetano M. Fong*DEFENSE - *Paul Hastings, Janofsky & Walker**M. Kirby C. Wilcox, Saidah M. Grayson***Krzesniak v Budget Rent A Car**

Case No: C 05-5156 MEJ

PLAINTIFF - *Rukin Hyland Doria & Tindall LLP**Steven M. Tindall, Peter Rukin*DEFENSE - *Littler Mendelson**Jody A. Landry**Arena Hoffman LLP**Michael Hoffman***Kunz v Sunset Cresnet**

Case No: BC382004

PLAINTIFF - *Jennifer Kramer Legal**Jennifer Kramer*DEFENSE - *Proskauer Rose LLP**Robert H. Horn, Anthony J. Oncidi***Lakso v UHS of Delaware, Inc.**

Case No: BC 342312

PLAINTIFF - *Law Office of Joseph Antonelli**Joseph Antonelli, Janelle Carney*DEFENSE - *Cotkin, Collins & Ginsburg**William Naeve, Ellen Tipping, Robert Wilson*

Lanzarone v WSA Security, Inc.

Case No: BC345891

PLAINTIFF - *Law Offices of Herbert Hafif**Gregg Hafif, Miguel Caballero, Farris Ain*DEFENSE - *Loeb & Loeb**Mark Campbell, Allan Edmiston, Erin Smith***LaPlante v Pomeroy Investments**

Case Number: BC 379692

PLAINTIFF - *Hamner Law Offices**Christopher Hamner*DEFENSE - *Levinson Arshonsky & Kurtz**James Cooper***Lauzon v Club Monaco**

Case No: CGC-06-449963

PLAINTIFF - *Keller Grover, LLP**Eric A. Grover Esq., Jade Butman Esq.*DEFENSE - *Little Mendelson**Margaret Hart Edwards, Phillip L. Ross***Little v Brinker**

Case No: 02 CC-003965

PLAINTIFF - *Korien Tillery, LLC**Steven Katz, Christopher A. Hoffman*DEFENSE - *McMahon Berger, PC**Robert Younger, McMahon Berger***Lopez v Little Caesars**

Case Number: BC383640

PLAINTIFF - *Law Offices of Stephen Glick**Stephen Glick; Anthony Jenkins*DEFENSE - *Winston & Straw LLP**Benjamin M. Gipson/Maria Rodriguez***Lopez v Louis Vuitton**

Case No: BC361116

PLAINTIFF - *Gould & Associates**Michael Gould, Aarin Zeif*DEFENSE - *Winston & Strawn LLP**Lee Paterson, Jessie Kohler, Emilie Woodhead***Mabry v Pete's Connection**

Case No: 04CC00509

PLAINTIFF - *Cohelan & Khoury**Tim Cohelan, Michael Singer, Sam Khoury, Diana Khoury**Nicole Durant, Esq Attorney at Law*DEFENSE - *Phillip Silverman, Esq. Attorney at Law***Mahoney v AT&T**

Case No: BC385361

PLAINTIFF - *Goldstien Demchack Baller Borgen & Dardarian**Morris J. Baller, Joseph E. Jaramillo*DEFENSE - *Pillsbury, Winthrop, Shaw, Pittman LLP**Paula M. Weber, Lara-Beye Molina***Mares v BFS**

Case No: BC375967

PLAINTIFF - *Initiative Legal Group, LLP**Marc Primo, Matthew Theriault, Orlando Arellano*DEFENSE - *Rutan & Tucker, LLP**Ernest W Klatte, III, Summer Young-Agriesti***Marino v PinkTaco**

Case Number: BC384498

PLAINTIFF - *Hamner Law Offices, APC**Christopher J Hamner*DEFENSE - *Proskauer Rose LLP**Robert H Horn***Martin v Home Savings Termite Control**

Case No: BC372068

PLAINTIFF - *Jennifer Kramer Legal**Jennifer Kramer*DEFENSE - *Freedman & Taitelman**David Marmorstein***Martinez v Bank of the West**

Case No: CGC-06-454959

PLAINTIFF - *Rukin Hyland Doria & Tindall, LLP**Peter Rukin & John F. Hyland**Law Offices of Greg Mayeda**Greg Mayeda*DEFENSE - *Orrick Herrington & Sutcliffe, LLP**Andrew Livingston, Kristen M. Jacoby & Patricia Gillette***Massie v Wild Oats**

Case No: BC369633

PLAINTIFF - *Law Offices of Stephen Glick**Stephen Glick, Esq.**Daniels, Fine, Israel, Shonbuch & Lebovits LLP**Paul Fine, Scott Brooks, Craig Momita**Law Offices of Ian Herzog**Ian Herzog*DEFENSE - *Jackson Lewis LLP**Frank M. Liberatore, Esq. Debbie Ibrahim, Esq. & Aryn J. Sobo,**Esq.***Mathistad v Einstein Noah Restaurant**

Case No: 37-2007-74998-CU-IE-CTL

PLAINTIFF - *Righetti Law Firm, P.C.**Matthew Righetti, Esq, John Glugoski, Esq**Lorens & Associates, APLC**Tracee Lorens**Cadena Churchill, LLP**Raul Cadena*DEFENSE - *Holme Roberts & Owens, LLP**Donald L. Samuels, Elizabeth H. Murphy, David Ball*

McCall Selbst v Labor Ready

Case No: BC289925

PLAINTIFF - *The Quisenberry Law Firm**John Quisenberry, Robert J. Drexler*DEFENSE - *Perkins Coie, LLP**David Ongaro***McCarty v CJK Associates**

Case No: FCS028379

PLAINTIFF - *Law Offices of Michael L. Carver**Michael Carver*DEFENSE - *Jackson Lewis**David S. Bradshaw, Cary Palmer***McLaughlin v Waste Management**

Case No: 06C 0100

PLAINTIFF - *Appleton, Blady & Magnanimo**Benjamin Blady*DEFENSE - *McNamara, Spira & Smith**Kirsten Hicks Spira***Merino v Nations Pizza Products**

Case No: 1:07-CV-632

PLAINTIFF - *Werman Law Office, P.C.**Douglas M. Werman*Defense - *Jones Day**Michael J. Gray, Michael S. Ferrell**Paul Hastings, Janofsky & Walker**Steven T. Catlett*

NATION PIZZA'S COUNSEL

*Earl Farkas***Mickelson v LaBou(WOGT)**

Case Number: 07AS02431

PLAINTIFF - *Law Offices of Michael L. Carver**Michael L. Carver*DEFENSE - *Knox, Lemmon, Anapolsky & Schrimp, LLP**Angela Schrimp de la Vergne***Mobley v Globeground North America, LLC**

Case No: BC 356051

PLAINTIFF - *Initiative Legal Group**Matthew T. Theriault*DEFENSE - *Morgan, Lewis & Bockius LLP**Jill Ann Porcaro***Molinar v Golden West Restaurants, Inc**

Case No: BC350154

PLAINTIFF - *Law Offices of Michael Carver**Michael Carver*DEFENSE - *Sheppard, Mullin, Richter & Hampton**Charles Barker, Geoffrey Deboskey***Moore v Check Cashing Place**

Case No: GIC 879665

PLAINTIFF - *Hiden Rott & Oertle, LLP**Michael Ian Rott, Eric M. Overholt*DEFENSE - *Littler Mendelson**Stacey E. James, Laura Strauss***Moore v Genesco**

Case No: RG06270570

PLAINTIFF - *Keller Grover, LLP**Eric Grover, Jade Butman**Thierman Law Firm**Mark Thierman**Law Office of Steven L. Miller**Scott A. Miller, Steven L. Miller*DEFENSE - *Morgan Lewis & Bockius, LLP**Eric Meckley***Mondragon v BTR, Inc**

Case No: BC 379380

PLAINTIFF - *Hamner Law Offices, LLC**Christopher J. Hamner**Kimberly Westmoreland*DEFENSE - *Van Vleck Turner & Zaller, LLP**Brian Van Vleck**Anthony Zaller***Morgan v The Avenue**

Case No: BC362191

PLAINTIFF - *Initiative Legal Group**Mark Yablonovich, Marc Primo, Matthew T. Theriault, Lory N.**Ishii*DEFENSE - *Sheppard, Mullin, Richter & Hampton**Charles F. Barker, Ross A. Boughton***Morris v Lebhar Friedman**

Case No: 2:08-cv-07457-ODW-FMO

PLAINTIFF - *Appleton, Magnanimo & Dean**Lauren Dean, Frank Magnanimo*DEFENSE - *Paul, Hastings, Janofsky & Walker**Ryan Derry, Elena Baca***Muniz v Pilot Travel Centers**

Case No: 07-CV-003250-FCD-EFB

PLAINTIFF - *Law Offices of Michael Carver**Michael Carver*DEFENSE - *Littler Mendelson, PC**Jody Landry***Nelson v Pitney Bowes**

Case No: 06 05954 JSW

PLAINTIFF - *Wynne Law Firm**Edward Wynne*DEFENSE - *Littler Mendelson, PC**Annamary E. Gannon***Nerland v Caribou Coffee**

Case No: 05-1847 PJS/JJG

PLAINTIFF - *Lockridge Grindal Nauen**Charles N. Nauen**Cuneo Gilbert & LaDuca**Jon Tostrud*DEFENSE - *Fredrickson & Byron**Joseph M. Sokolowski*

Nevins v UHS of Delaware, Inc.

Case No: BC322077

PLAINTIFF - *Initiative Legal Group, LLP**Marc Primo, Shawn Westrick, Robert Byrnes*DEFENSE - *Cotkin, Collins & Ginsburg**William Naeve, Ellen Tipping, Robert Wilson***Nguyen v BDO**

Case No: SACV07-1352 JVS MJGx

PLAINTIFF - *Kershaw, Cutter & Ratinoff, LLP**Stuart Talley*DEFENSE - *Morgan, Lewis & Bockius, LLP**Carrie Gonell***Njoku v Ecko**

Case No: CGC 07-469480

PLAINTIFF - *Keller Grover LLP**Eric A. Grover*DEFENSE - *Proskauer Rose LLP**Enzo Der Boghossian, Harold M Brody***Noble v Sony**

Case Number: BC372645

PLAINTIFF - *Trush Law Office**James M. Trush, Esq.**Tharpe & Howell**Robert M. Freedman, Esq., David S. Binder, Esq.*DEFENSE - *Mitchell Silberberg & Knupp LLP**Jeffrey L. Richardson***Novel v World Cafe Restaurant**

Case Number: BC382068

PLAINTIFF - *Hamner Law Offices, LLC**Christopher J. Hamner*DEFENSE - *Lewis Brisbois Bisgaard & Smith, LLP**Steven G. Gatley, Lisa A. Gregorius***Omaley v IntelCorp**

Case No: 108CV126813

PLAINTIFF - *Hinton, Alfert & Sumner**Aaron Kaufman**Rudy, Exelrod, Zieff & Lowe**Steve Zieff, Pat Goldman**Bruckner Burch**Richard Burch*DEFENSE - *Gilmore Diekmann Jr**Gilmore Diekmann***Ordaz v Rose Hills Mortuary**

Case No: BC 386500

PLAINTIFF - *Initiative Legal Group**Marc Primo, Matthew Theriault, Dina Livhits*DEFENSE - *Gurnee and Daniels LLP**Stephen Gurnee, Nicholas Forestiere, David Daniels, John Mason***Ortega v Leslie Farms**

Case No: GIN-031-417

PLAINTIFF - *California Rural Legal Assistance Foundation**Dorothy A. Johnson*DEFENSE - *Testa & Associates, LLP**Gregory J. Testa, Esq***Osorio v Land Forms Landscape**

Case No: 07 CC 05683

PLAINTIFF - *Martinez & Associates**Jose Antonio Martinez*DEFENSE - *Crowell & Morning, LLP**Mark Romeo***Padilla v Two Lips**

Case No: BC344476

PLAINTIFF - *Keller Grover, LLP**Jade Butman, Eric Grover*DEFENSE - *Anderson McPharlin & Connors, LLP**Glen Mortens, Stephen Harris***Palacio v International Extrusion**

Case No: BC 376966

PLAINTIFF - *Myers & Siegel, PC**Michael Myers, Alan Sigel**Law Office of Matthew Taylor**Matthew Taylor*DEFENSE - *Little Mendelson, PC**Robert Blumberg***Palmer v Kohls Corporation**

Case No: 37-2007-00076060-CU-MC-CTL

PLAINTIFF - *Bonnett, Fairbourn, Friedman & Balint, PC**Todd D. Carpenter*DEFENSE - *Call, Jensen & Ferrell**Matthew R. Orr***Palos v International Protection Service, Inc.**

Case No: BC323209

PLAINTIFF - *Initiative Legal Group, LLP**Marc Primo, Greg Yu, Joseph Cho, Susan Cregg*DEFENSE - *Sedgwick, Detert, Moran & Arnold LLP**David M. Humiston, Leonora M. Schloss, Alexander Gareeb,**Aaron Colby***Pang v PitneyBowes**

Case No: 1:07-cv-08557-RJH

PLAINTIFF - *Lipman & Plesur LLP**Robert Lipman, David Robins*DEFENSE - *Seyfarth Shaw LLP**Lorie Almon, Peter Walker, Chris Lowe*

Pelton v GTC

Case No: GIC863070

PLAINTIFF - *Frantz Law Group APLC*

James Frantz, Giles Townsend

Keegan, Macaluso & Baker, LLP

Patrick Keegan, Brent Jex

Law offices of Jodi Frantz

Jodi Frantz

DEFENSE - *Drinker Biddle & Reath LLP*

William Hanssen, Donald Beshada, Suzanne Stouder

The People of California v Zuma

Case No: BC349390

PLAINTIFF - *L.A. City Attorney's Office*

James Colbert, Steven Gold

DEFENSE - *Hill, Farrer & Burrill LLP*

Scott Gilmore. Esq.

Peralta v Olympic Garden

Case No: BC 358374

PLAINTIFF - *Kesluk & Silverstein*

Douglas Silverstein, Michael G. Jacob

DEFENSE - *Rees Law Firm*

Robert Rees

Perezchica v Eastco Int'l Corp.

Case No: 07 CH 04726

PLAINTIFF - *Werman Law Office, P.C.*

Douglas M. Werman

DEFENSE - *Burke & White*

Edmund Burke

Pietrzak v Joes Crab Shack

Case No: GIC 863846

PLAINTIFF - *Cohelan & Khoury*

Alex Dychter, Michael Singer

DEFENSE - *Sheppard, Mullin, Richter & Hampton*

Heather Clark, Ryan McCortney

Radinski v Apex Digital

Case No: 07 C 0571

PLAINTIFF - *Penny, Nathan, Kahan & Associates*

Ruth Irene Major

DEFENSE - *Littler Mendelson*

Lisa Schreter

Ramirez v eWork

Case No: 06-cv-00686-WDM-BNB

PLAINTIFF - *Cafferty Faucher LLP*

Anthony Fata

DEFENSE - *Jacobs Chase*

Ann Frick

Rava v Athletics Investment Group

Case Number: RG 06268693

PLAINTIFF - *The Cartwright Law Group, APLC*

Gregory Cartwright

DEFENSE - *Jackson Lewis*

Cary Palmer

Buchalter Nemer

George J. Stephan

Rava v Club Med Sales

Case No: 03CC09858

PLAINTIFF - *Fuller Jenkins*

Erik C. Jenkins

Flynn & Stillman

Philip Stillman

The Grant Law Firm

Joseph M. Grant

DEFENSE - *McKay, Graham & de Lorimier*

Michael Acain

Razo v C&D Zodiac

Case No: 07CC01373

PLAINTIFF - *Spiro Moss LLP*

Dennis Moss, Gregory Karasik

DEFENSE - *Sheppard, Mullin, Richter & Hampton LLP*

Greg Labate, Ruben Escalante

Recio v Labor Ready

Case No: BC289925

PLAINTIFF - *The Cullen Law Firm, APC*

Paul T. Cullen

DEFENSE - *Perkins Coie, LLP*

David Ongaro

Renteria v Pacer Cartage, Inc.

Case No: BC 292970

PLAINTIFF - *Daniels, Fine, Israel, Shonbuch & Lebovits*

Paul Fine, Scott Brooks

Law Offices of Stephen Glick

Stephen Glick

DEFENSE - *Morgan, Lewis & Bockius*

Larry Lawrence, Clifford Sethness

Ridley v Friar Tux

Case No: BC368902

PLAINTIFF - *Law Offices of John F. Stewart*

John F. Stewart

DEFENSE - *Goldstein Law Firm*

Charles Goldstein

Seyfarth Shaw LLP

Kenneth Sulzer

Ronn v Well Point Anthem BlueCross

Case No: 56-2008-00328601-CU-OE-VTA

PLAINTIFF - *Initiative Legal Group*

Marc Primo

DEFENSE - *Seyfarth Shaw LLP*

Eileen Zorc

Rubio v New Century Mortgage

Case No: SACV06-811CJC(AJWx)

PLAINTIFF - *Trush Law Office*

James M. Trush

DEFENSE - *Sheppard Mullin Richter & Hampton, LLP*

Greg S. Labate

Sahab v Posadas

Case No: BC 324 331

PLAINTIFF - *The Pearl Law Firm*

Steven G. Pearl

Law Office of Robert E. Racine

Robert E. Racine

DEFENSE - *Law Offices of Stanley R. Raskin*

Stanley R. Raskin

Barnes Crosby Fitzgerald & Zeman LLP

William M. Crosby

Saidel v CBS Radio, Inc.

Case No: CV07-02948

PLAINTIFF - *Hinton, Alfert & Sumner*

Aaron Kaufmann

David P. Pogrel

DEFENSE - *Morgan, Lewis & Bockius*

Rebecca Eisen

Theresa Mak

Salvador v PLS Checking

Case Number: CV 08-00882

PLAINTIFF - *Hamner Law Offices, APC*

Christopher J Hamner

DEFENSE - *Proskauer Rose LLP*

Robert H Horn

Sanchez v Harry Singh & Sons Farming

Case No: GIC872854

PLAINTIFF - *Lorens & Associates, APLC*

Tracee Lorens

Cadena Churchill LLP

Raul Cadena

DEFENSE - *DLA Piper*

Rick Storms, Amy Beckstead

Sandford v Time Warner Cable

Case No: BC 356014

PLAINTIFF - *Kinglsey & Kingsley APC*

Kevin M. Zietz

DEFENSE - *Morgan, Lewis & Bockius LLP*

Carla J. Feldman, Jason S. Mills

Scott/Smith v BearCom

Case No: 37-2007-00068223-CU-OE-CTL

PLAINTIFF - *Cohelan & Khoury*

Timothy D. Cohelan, Isam C. Khoury, Michael D. Singer,

Diana M. Khoury

DEFENSE - *DLA Piper LLP (US)*

Merrill F. Storms, Jr., Tonya M. Cross

SLC v Pacific States Industries

Case No: 237576

PLAINTIFF - *Littler Mendelson*

Christopher Cobey

DEFENSE - *Pacific States Industries*

David Balter

Small v Brinderson

Case No: 04CC00717

PLAINTIFF - *Law Offices of Ellyn Moscowitz*

Ellyn Moscowitz

DEFENSE - *Atkinson, Andelson, Loya, Ruud & Romo*

Christopher Andre

Smith v Claires Boutiques, Inc.

Case No: BC378435

PLAINTIFF - *Law Offices of Kenneth H. Yoon*

Kenneth H. Yoon

DEFENSE - *Morgan, Lewis & Bockius LLP*

John D. Hayashi

Smith v GuardSystems

Case No: BC384306

PLAINTIFF - *Law Offices of Kevin T Barnes*

Joseph Antonelli, Janelle Carney, Kevin Barnes, Gregg Lander

DEFENSE - *Musick Peeler & Garrett*

Elaine Vukadinovich

Smith v ShieldSecurity

Case No: BC385635

PLAINTIFF - *Kokozian & Nourmand LLP*

Michael Nourmand

The Feldman Law Firm

Lee Feldman

Class Action Litigation Group

Rene Barge & Katie Odenbriet

DEFENSE - *Bradley & Gmelich*

Jaimee Wellerstein, Barry Bradley, Gary Bradley

Smith v The Children's Place

Case No: BC328780

PLAINTIFF - *Initiative Legal Group LLP*

Marc Primo, Mark Yablonovich, Robert E. Byrnes

DEFENSE - *Sheppard Mullin Richter & Hampton*

Richard Simmons, Derek Havel

Solis v HiTech Collison

Case No: BC336338

PLAINTIFF - *Horton & Debolt*

Laura Horton

Kesluk & Silverstein

Douglas Silverstein, Alexandra Steinberg

DEFENSE - *Fine, Boggs & Perkins*

Cory King

Sprinklerfitters Local 669 v West Coast Fire Protection Services

Case No: 06AS04594

PLAINTIFF - *Law Offices of Ellyn Moscovitz
Ellyn Moscovitz, Sharon Seidenstein*
DEFENSE - *Rediger, McHugh & Hubbert LLP
Robert Rediger*

Stewart v Reebok

Case No: BC 317955

PLAINTIFF - *Westrup Klick, LLP
Phillip Poliner
The Law Offices of Allan A. Sigel*
DEFENSE - *Cathcart Collins, LLP
Patrick Cathcart*

Thompson v Culver Personnel

Case No: GIC 870940

PLAINTIFF - *The Law Offices of Michael Carver
Michael Carver*
DEFENSE - *Stradling Yocca Carlson & Rauth
Bruce May*

**Tapia v Mangen Group
(BurgerKing)**

Case Number: BC377114

PLAINTIFF - *Aidikoff, Uhl & Bakhtiari
Philip Aidikoff, Robert Uhl, Ryan Bakhtiari
Law Offices of David G. Spivak
David Spivak
Law Offices of David Harrison
David Harrison*
DEFENSE - *Lewitt, Hackman, Shapiro, Marshall & Harlan
Sue Bendavid, Paul Bauducco*

Throne v Citicorp Investment Services

Case No: CV 07-113-ABC(RZx)

PLAINTIFF - *Initiative Legal Group LLP
Mark Yablonovich, Marc Primo, Shawn Westrick*
DEFENSE - *Gould & Associates
Michael A. Gould, Aarin A. Zeif*

Tilden v Mastro's Ocean Club

Case No: 06 CC 00135

PLAINTIFF - *Gould & Associates
Michael Gould, Aarin Zeif*
DEFENSE - *Ogletree Deakins
Beth Gunn*

Tobin v The Rack, LLC

Case No: BC 366512

PLAINTIFF - *Law Offices of Peter M. Hart
Peter M. Hart
Diversity Law Group
Larry W. Lee*
DEFENSE - *Knee Ross & Silverman
Lora Silverman*

Tu v Rusco

Case No: BC 367842

PLAINTIFF - *The Cullen Law Firm APC
Paul T. Cullen
The Ryan Law Firm PLC
Kelly F. Ryan*
DEFENSE - *Best, Best & Krieger LLP
G. Ross Trindle*

Ubalde v Prudential

Case No: BC245149

PLAINTIFF - *Spiro Moss Barness LLP
Ira Spiro, Justian Jusuf, Dennis Moss*
DEFENSE - *Thelen Reid Brown Raysman & Steiner, LLP
Thomas Hill*

Valdivia v 3049 8th St

Case No: BC 361404

PLAINTIFF - *Peter L. Weinberger and Associates, P.C.
Peter Weinberger*
DEFENSE - *Lewis Brisbois Bisgaard & Smith LLP
Patrick Stark*

Walker v Bankers Life

Case No: 06-cv-06906

PLAINTIFF - *The Quisenberry Law Firm
Robert Drexler
Werman Law Office
Douglas Werman*
DEFENSE - *Littler Mendelson
John A. Ybarra, Shanthi V. Gaur, Stephanie Seay Kelly, Tony R. Skogen*

Weber v Einstein Noah Restaurant

Case No: 37-2008-00077680-CO-OE-CTL

PLAINTIFF - *Lorens & Associates, APLC
L. Tracee Lorens
Cadena Churchill, LLP
Raul Cadena*
DEFENSE - *Holme Roberts & Owens, LLP
Donald L. Samuels, Elizabeth H. Murphy, David Ball*

Weizman v Principe

Case No: BC 379691

PLAINTIFF - *Hamner Law Offices
Christopher J. Hamner, Kimberly A. Westmoreland*
DEFENSE - *Jones, Bell, Abbott, Fleming & Fitzgerald, LLP
Kevin K. Fitzgerald*

Wells v Kelly & Assoc., Inc.

Case No: GIC862431

PLAINTIFF - *Lorens & Associates APLC
Tracee Lorens*
(CONTINUED FROM BELOW LEFT)
DEFENSE - *Barker, Olmsted & Barnier
Christopher Olmsted*

Whitaker v Cardinal Health

Case No: 37-2007-00078492-CU-OE-CTL

PLAINTIFF - *Lorens & Associates, APLC*

L. Tracee Lorens

DEFENSE - *Wilson Petty Kosmo & Turner, LLP*

Robin A. Wofford, Lois Kosch

Whitmill v PC Mall

Case No: BC 373935

PLAINTIFF - *Westrup Klick, LLP*

Phillip R. Poliner, Esq.

DEFENSE - *Jones Day*

Steven M. Zadravec, Esq.

Wilfred v Lube Pit Stop

Case No: BC 377538

PLAINTIFF - *Law Offices of Eli M. Kantor*

Eli M. Kantor

DEFENSE - *Margolis & Tisman*

Naki Irvin

Winzelberg v Liberty Mutual

Case No: CV 07-460

PLAINTIFF - *Initiative Legal Group LLP*

Monica Balderrama, Orlando Arellano

DEFENSE - *Sheppard, Mullin, Richter & Hampton LLP*

Geoffrey DeBoskey

Williams v AVTA Busdrivers

Case No: CV 08-02582 GW (AVRx)

CV 08-4282 GW (AGRx)

PLAINTIFF - *Initiative Legal Group LLP*

Matthew T. Theriault, Dina Livhits

DEFENSE - *Gleason & Favrote, LLP*

Paul M. Gleason, Torey J. Favarote

Williams v John Wheeler

Case No: 59035

PLAINTIFF - *Law Offices of Michael Carver*

Michael L. Carver

DEFENSE - *The Ison Law Group*

Elizabeth Ison

Wise v Factors

Case No: BC373911

PLAINTIFF - *Jennifer Kramer Legal, APC*

Jennifer Kramer, Judith Wiederhorn

DEFENSE - *Silver & Freedman, APLC*

Andrew Kaplan

Wu v SR Investment Group, Inc.

Case No: BC356245

PLAINTIFF - *Bander Law Firm LLP*

Joel R. Bander, Cathe L. Caraway-Howard

DEFENSE - *Fullbright & Jaworski LLP*

Jay J. Lee,

Exhibit B

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning

Exhibit C



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

Estimate #:	12512V2	Prepared By:	Kimberly Sutherland
Estimate Date:	11/9/2020	Direct Dial #:	321-223-5067
		Email:	msutherland@simpluris.com

Attorney/Client: **Plaintiff Attorney**
Shane Howarter
Firm: Peretz Law
Email: showarter@peretzlaw.com

Attorney/Client: **Defense Attorney**
Firm:
Email:

Case Name: Ewald & Wasserman Research Consultants : All In Settlement

Anticipated Total Cost	\$4,385
Capped Fee*	\$4,300

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

Total Possible Class Size:	56	Undeliverable Rate:	20%
Response Rate:	1%	Call Rate:	n/a
Mailing Document Language:	English	Redistribution:	No
Reminder Post Card	No	State	Single
Uncashed checks	Cy Pres	Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	3	\$375.00
Database Manager - Initial Data Analysis	\$140.00	3	\$420.00
Total			\$795.00

Notification

Mailing Notice Pack- 4 pg Notice, claim form Double Sided - English			
Category	Unit Value	# of Units	Total
Mailing Notice Pack	\$1.00	56	\$56.00
Postage	\$0.55	56	\$30.80
NCOA/CASS/LACS	\$25.00	1	\$25.00
Undeliverable Processing	\$0.25	11	\$2.80
Skip Trace RUM	\$2.00	11	\$22.40
Remail	\$2.00	10	\$19.04
Postage	\$0.55	10	\$5.24
Clerical	\$50.00	1	\$50.00
Total			\$211.28

Call Center-

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	0	\$0.00
800 # Charges	\$0.00	0	\$0.00
Total			\$0.00



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Class Action Settlement Administration

Claims Administration

Process Mail, Claim Forms, Opt-Outs or Objections			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	3	\$7.50
Opt Out Processing	\$2.50	1	\$2.80
Claim Processing	\$2.50	1	\$1.40
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$386.70

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members - W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation.			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail-Check	\$3.00	56	\$168.00
Postage	\$0.55	56	\$30.80
Process Returned Checks	\$0.50	1	\$36.04
Skip Trace Search Undeliverable Checks	\$5.00	1	\$5.00
Remail Checks	\$4.00	1	\$4.00
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	1	\$4.20
Reissuing W2s/1099s	\$5.00	1	\$4.20
Disbursement Agent	\$75.00	1	\$75.00
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$2,692.24



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Class Action Settlement Administration

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Postage \$66.84 **Total Case Costs \$4,385.21**

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;
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 - Separation of Duties;
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