

1 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

2 COUNTY OF LOS ANGELES

3 **MATTHEW NORMAND and ANGELA**  
4 **WILSON, individually and on behalf of all**  
5 **others similarly situated,**

6 **Plaintiffs,**

7 **vs.**

8 **LOYOLA MARYMOUNT UNIVERSITY,**  
9 **a California Corporation,**

10 **Defendant.**

Case No. :19STCV17953

**CLASS ACTION**

**DECLARATION OF ZACH COOLEY**  
**REGARDING NOTICE AND**  
**SETTLEMENT ADMINISTRATION**

11  
12  
13 **DECLARATION OF ZACH COOLEY**

14  
15 I, ZACH COOLEY, declare the following facts to be true and correct and if called as a witness  
16 would testify competently to the same:

17 1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the  
18 settlement administrator in the above-entitled action. My business address is 3194-C Airport Loop  
19 Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5616. I am over 21 years of  
20 age and authorized to make this declaration on behalf of Simpluris and myself.

21  
22 2. Simpluris is a Class Action Settlement Administration company headquartered in  
23 Costa Mesa, California. It was founded by individuals who have each managed hundreds of  
24 settlements along with professionals in the areas of software development, third-party claims  
25 administration, mail-house operations and call center support management.

26  
27 3. Simpluris was appointed by the Court as Settlement Administrator to administer the  
28 settlement in accordance with the terms of the Class Action Settlement Agreement entered into by

1 the parties (the "Settlement"). Simpluris has been responsible, among other things, for:  
2 (a) printing and mailing the Notice of Proposed Class Action Settlement and Hearing Date for  
3 Final Approval ("Class Notice"); (b) receiving undeliverable Notice Packets; (c) posting an  
4 informational website(www.loyolasettlement.com); (d) receiving and validating requests for  
5 exclusion; (e) and answering questions from Class Members. If the Court grants final approval of  
6 the Settlement, Simpluris will be responsible, among other things, for: (f) calculating individual  
7 settlement payments, distributing funds, and tax-reporting following final approval; (g) mailing  
8 settlement checks; (h) and for such other tasks as the Parties mutually agree or the Court orders  
9 Simpluris to perform.  
10  
11  
12

### 13 NOTIFICATION TO THE CLASS

14 4. On April 19, 2021, Simpluris received the Court-approved Class Notice from  
15 Plaintiffs' Counsel. The Class Notice advised Class Members of their right to opt out from the  
16 Settlement, object to the Settlement, or do nothing, and the implications of each such action. The  
17 Class Notice advised Class Members of applicable deadlines and other events, including the Final  
18 Approval Hearing, and how Class Members could obtain additional information. The Estimated  
19 Settlement Share was pre-printed with the name and address of the Class Member, number of  
20 paychecks used to calculate his/her estimated settlement share, and instructions for challenging the  
21 information. A sample Class Notice is attached hereto as **Exhibit A**.  
22

23 5. On May 7, 2021, Counsel for Defendant provided Simpluris with a mailing list containing  
24 the name, last known address, Social Security Number, and pertinent employment information  
25 during the Class Period for the Class Members. The Class List contained data for 1,659 unique  
26  
27  
28

1 Class Members including 1,459 Class Member who worked prior to the Fall 2019 semester and 200  
2 Class Members who worked during or after the Fall 2019 Semester.

3           6.       The mailing addresses contained in the Class List were processed and updated  
4 utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal  
5 Service. The NCOA contains changes of address filed with the U.S. Postal Service. In the event  
6 that any individual had filed a U.S. Postal Service change of address request, the address listed with  
7 the NCOA was utilized in connection with the mailing of the Notice Packets.  
8

9           7.       On May 27, 2021, after updating the mailing addresses through the NCOA, Notice  
10 Packets were mailed via First Class Mail to 1,659 Class Members contained in the Class List.  
11

12           8.       If a Class Notice was returned by the USPS as undeliverable and without a  
13 forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of these  
14 addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Following the initial  
15 mailing, Simpluris has received 89 Class Notices returned as undeliverable. Simpluris used the Class  
16 Member’s name, previous address and Social Security Number to locate a current address. Through  
17 the advanced address searches, Simpluris was able to locate 80 updated addresses and Simpluris  
18 promptly mailed Notice Packets to those updated addresses. Ultimately, 9 Class Member’s Notices  
19 were undeliverable because Simpluris was unable to locate a current address representing 0.54% of  
20 the Class.  
21

22           9.       A toll-free telephone number was included in the Class Notice for the purpose of  
23 allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement.  
24 Callers have the option to speak with a live call center representative in English and Spanish  
25 during normal business hours or to leave a message and receive a return call during non- business  
26 hours. The toll-free telephone number included in the Class Notice was 1-888-654-1278.  
27  
28



1	Less Litigation Costs (Requested)	-\$ 20,097.75
2	Less Settlement Administration:	-\$ 20,000.00
3	Less Plaintiff Service Awards (Requested)	-\$ 10,000.00
4	<u>Less PAGA Penalties (75% of \$50,000):</u>	<u>-\$ 37,500.00</u>
5	<b>NET SETTLEMENT FUND</b>	<b>\$2,179,068.92</b>

6

7 Of the \$2,179,068.92 Net Settlement Amount, \$154,400 is attributed to \$200.00 flat

8 payments that will be received by 772 Participating Class Members, including 200 Class Members

9 who worked only during or after the Fall 2019 Semester and 572 Class Members who worked both

10 before and during the Fall 2019 semester. The remaining \$2,024,668.92 will be distributed pro rata

11 to the 1,455 Participating Class Members who worked prior to the Fall 2019 semester based on

12 paychecks issued to them prior to the Fall 2019 semester. As of date, the *highest* Settlement Share to

13 be paid is approximately \$4,609.98, the *average* Settlement Share to be paid is approximately

14 \$1,316.66, and the lowest Settlement Share is \$133.64. These amounts are not final as they are

15 dependent on the approval of the deductions from the Gross Fund.

16

17

18 13. The total number of paychecks issued to the pre-Fall 2019 Class is 45,452. The value

19 of each paycheck is \$44.55.

20 14. In addition to the Gross settlement, Defendant will also fund the employers' share of

21 the payroll taxes, estimated to currently be \$86,187.22. This amount is subject to change based on

22 the approved payment amounts from the Gross Fund.

23

#### ADMINISTRATION COSTS

24

25 15. Simpluris' total costs for services in connection with the administration of this

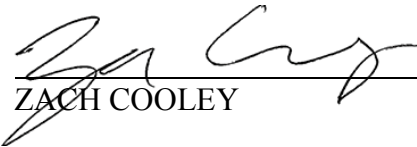
26 Settlement, including fees incurred and anticipated future costs for completion of the administration,

27 are \$20,000.00. Simpluris' work in connection with this matter will continue with the calculation of

28

1 the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary  
2 tax reporting on such payments. A detailed invoice is attached as **Exhibit B**.

3  
4 I declare under penalty of perjury under the laws of the State of California that the foregoing  
5 is true and correct. Executed this 17<sup>th</sup> day of August, 2021, in Louisville, Kentucky.

6  
7   
8 \_\_\_\_\_  
9 ZACH COOLEY

# **EXHIBIT A**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE  
FOR FINAL APPROVAL**  
*Normand, et. al. v. Loyola Marymount University*  
(County of Los Angeles, California Superior Court Case No. 19STCV17953)

**Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.**

You have received this Notice of Class Action Settlement because Loyola Marymount University's ("Defendant" or "LMU") records show you are a "Class Member," and therefore entitled to a payment from this class action Settlement. Class Members are all non-exempt part-time instructors worked for LMU in California at any time from May 23, 2015 through April 12, 2021.

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»  
«barcode\_encoded\_12257»

On April 12, 2021, Judge Carolyn B. Kuhl of the Los Angeles County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement.

**Your options are set forth below.** The Final Fairness and Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 10:30 a.m. on September 9, 2021 in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so.

**What Is This Case About?**

Matthew Normand and Angela Wilson worked as adjunct professors for LMU in California. They are the "Plaintiffs" in this case and are suing on behalf of themselves and Class Members for LMU's alleged failure to pay them all wages due for all hours worked and failing to provide them with legally-compliant rest breaks. In addition, Plaintiffs allege that as a result of the foregoing violations, Class Members were not paid all wages owed upon separation from employment and that Defendant failed to furnish timely and accurate wage statements.

LMU denies all of the allegations made by Plaintiffs and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved a Class Action Settlement Agreement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

**Summary of the Settlement Terms**

Plaintiffs and LMU have agreed to settle this case on behalf of themselves and the Class Members for the Gross Settlement Amount of \$3,400,000. The Gross Settlement includes: (1) Administration Costs up to \$20,000; (2) a \$7,500 service payment to Plaintiff Normand and a \$2,500 service payment to Plaintiff Wilson for their respective time and efforts in pursuing this case and in exchange for a general release of claims against LMU; (3) up to \$1,190,000.00 in attorneys' fees (35% of the Settlement Amount) and up to \$25,000.00 in litigation costs to Class Counsel; and (4) payment allocated to PAGA penalties in the amount of \$50,000. After deducting these a total of approximately \$2,105,000.00 will be available for distribution to Class Members ("Net Settlement Amount"). In addition to the Gross Settlement, Defendant will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

**Distribution to Class Members**

Class Members will receive either a flat \$200 payment or a pro-rata payment based on the number of paychecks issued to them during the Class Period in proportion to the paychecks issued to all Class Members. The payment amount depends on when each Class Member taught for LMU, with those Class Members who taught prior to the Fall 2019 Semester receiving a pro-rata payment and those Class Members who taught only during or after Fall 2019 receiving a flat \$200 payment. The primary reason why Class Members' payments vary is because LMU changed its compensation policies starting in Fall 2019.



Based on LMU's records, you received «MERGED\_Paychecks» pay checks between the beginning of the Class Period and Fall 2019 and your Settlement Share is therefore \$«MERGED\_EstSettAmnt\_CALC».

If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than July 12, 2021. Please include any documentation you have that supports your dispute.

Settlement Checks that are not cashed within ninety days from the date of issuance by the Settlement Administrator will be voided and the funds will be distributed to the, for use in its statewide programs Legal Aid Foundation of Los Angeles ("LAFLA") as the *cy pres* in accordance with California Code of Civil Procedure § 384. LAFLA offers a range of services to low-income residents of Los Angeles, including representation in unpaid wages cases.

### **Tax Reporting**

20% of each Settlement Award shall be allocated as alleged unpaid wages for which IRS Forms W-2 will be issued, and 80% will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will be issued. Please consult a tax advisor regarding the tax consequences of your Settlement Award. This notice is not intended to provide legal or tax advice on your Settlement Share.

### **Your Options Under the Settlement**

#### ***Option 1 – Do Nothing and Receive Your Payment***

You are automatically entitled to your Settlement Check because you are a Class Member. If you do not dispute your pay checks calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Plaintiffs and all Class Members who do not submit a valid and timely opt out (pursuant to Section 2 below) and who accept payment pursuant to this Settlement Agreement, will be deemed, by virtue of such acceptance, to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

"Released Claims" means all all claims that are asserted in the Complaint or could have been asserted based on the facts alleged in the Complaint, and arising during the Class Period, including but not limited to claims under Labor Code §§ 201, 202, 203, 226, 226.2, 226.7, 245, 246, 1194, 1194.2; 2698, 2699; IWC Wage Order No. 4-2001 §§ 3, 4, 12, and claims for restitution under UCL.

"Class Period" means the period from May 23, 2015 through April 12, 2021.

"Released Parties" means Defendant, Defendant's accountants, insurers, attorneys, agents, trustees, affiliated companies, successors, heirs, advisors, employees, directors, and officers.

#### ***Option 2 – Opt Out of the Settlement***

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail, e-mail or facsimile, to the address below.

**Normand v. Loyola Marymount University  
P.O. Box 26170,  
Santa Ana, CA 92799  
Fax: (714) 824-8591  
Email: [loyolasettlement@simpluris.com](mailto:loyolasettlement@simpluris.com)**

The written request to be excluded from the Settlement must be postmarked or delivered to the Administrator not later than July 12, 2021. If you exclude yourself from the Settlement then you will get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

### **Option 3 – File an Objection to the Settlement**

If you wish to object to the Settlement you may file an objection in writing stating why you object to the Settlement. Your objection must provide your full name, address and telephone number, the last four digits of your Social Security Number, the case number and name, and your reasons why you think the Court should not approve the settlement. Your objection must be mailed the Administrator no later than July 12, 2021. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the settlement and will receive your Settlement Share.

### **Final Fairness Hearing**

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for September 9, 2021 at 10:30 a.m. in Dept. 12 of the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

You can appear telephonically via LACourtConnect by visiting: <https://my.lacourt.org/laccwelcome> and following the instructions on that website.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit [www.loyolasettlement.com](http://www.loyolasettlement.com), call the Settlement Administrator at (888) 369-6073, or Class Counsel at:

HAMMONDLAW, P.C.  
Julian Hammond (SBN 268489)  
jhammond@hammondlawpc.com  
Polina Brandler (SBN 269086)  
pbrandler@hammondlawpc.com  
Ari Cherniak (SBN 290071)  
acherniak@hammondlaw.com  
11780 W Sample Rd., Suite 103  
Coral Springs, FL 33065  
Tel: (310) 601-6766  
Fax: (310) 295-2385

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of Los Angeles County Superior Court, located at 111 N. Hill Street, Rm 105E, Los Angeles, CA 90012, during regular business hours of each court day.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,  
LMU, OR LMU’S ATTORNEYS WITH INQUIRIES.**



# **EXHIBIT B**



**Simpluris, Inc.**  
 3194-C Airport Loop Drive  
 Costa Mesa, CA 92626  
 +1 7146405614  
 www.simpluris.com

BILL TO
LoyolaMarymountUniversity_Normand_OptOut

CASE INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
21385	05/28/2021	\$20,000.00	10/24/2021	Special	

**BID NUMBER**  
 11639V2

ACTIVITY	DESCRIPTION	RATE	QTY	AMOUNT
	Case Name: Normand et al v Loyola Marymount University			
Fixed Bid (D)	Case Setup	2,040.00	1	2,040.00
Fixed Bid (D)	Notification	3,840.00	1	3,840.00
Fixed Bid (D)	Call Center	687.00	1	687.00
Fixed Bid (D)	Claims Administration	1,975.00	1	1,975.00
Fixed Bid (D)	Distribution	10,357.00	1	10,357.00
Fixed Bid (D)	Case Wrap Up	1,101.00	1	1,101.00

Thank you for your business!

BALANCE DUE

**\$20,000.00**

Please make checks payable to Simpluris, Inc.  
 Attention: Accounts Receivable  
 Accounting@simpluris.com  
 Accounting: (714) 640-5614

We also accept payment by Credit Card, Wire Transfer, or ACH - please contact us for further details.