

Peggy Hunt (Utah State Bar No. 6060)
Michael F. Thomson (Utah State Bar No. 9707)
John J. Wiest (Utah State Bar No. 15767)

DORSEY & WHITNEY LLP

111 South Main Street, 21st Floor

Salt Lake City, UT 84111-2176

Telephone: (801) 933-7360

Facsimile: (801) 933-7373

Email: hunt.peggy@dorsey.com

thomson.michael@dorsey.com

wiest.john@dorsey.com

Attorneys for Court-Appointed Receiver Peggy Hunt

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff.

v.

TRAFFIC MONSOON, LLC, a Utah Limited
Liability Company, and CHARLES DAVID
SCOVILLE, an individual,

Defendants.

**RECEIVER'S *EX PARTE* MOTION
SEEKING AUTHORIZATION TO
EMPLOY NOTICING, CLAIMS AND
DISTRIBUTION AGENT AND
MEMORANDUM IN SUPPORT**

2:16-cv-00832-JNP

The Honorable Jill N. Parrish

Peggy Hunt, as the Court-appointed Receiver in the above-captioned case (the “Receiver”), by and through counsel, and pursuant to paragraphs 17 and 18 of the *Second Amended Order Appointing Receiver* [Docket No. 120] (the “Receivership Order”), hereby requests that the Court authorize her to employ Epiq Corporate Restructuring, LLC (“Epiq”) as the noticing, claims and distribution agent for the receivership estate in this case. A proposed form of Order is attached hereto as **Exhibit A**.

I. BACKGROUND

A. Commencement of the Civil Enforcement Case and the Receivership Order

1. On July 26, 2016, the above-captioned case was commenced by the United States Securities and Exchange Commission (the “SEC”) against Defendants Traffic Monsoon, LLC (“Traffic Monsoon”) and Charles David Scoville (“Scoville” and together with Traffic Monsoon, the “Defendants”) by the filing of a *Complaint*. Docket No. 2.

2. On July 27, 2016, the Court entered an *Order Appointing Receiver* [Docket No. 11] appointing Ms. Hunt to serve as the receiver of Traffic Monsoon and the assets of Scoville (the “Receivership Estate”). Since, the Court has entered an *Amended Order Appointing Receiver* [Docket No. 81] and *Second Amended Order Appointing Receiver* [Docket No. 120] (the “Receivership Order”).

3. Paragraph 17 of the Receivership Order authorizes the Receiver, without Court approval, to use “receivership funds for expenses in the ordinary course of the administration of the receivership, including but not limited to costs associated with communications with potential claimants and securing information.”

4. Paragraph 18 of the Receivership Order, among other things, authorizes the Receiver to employ professionals to assist her in carrying out her duties and responsibilities with approval of the Court.

5. Pursuant to Paragraph 17 of the Receivership Order, the Receiver contracted with Epiq early in her appointment to assist her with securing electronic data on Traffic Monsoon’s servers, in managing investor communications as discussed in further detail below, and providing certain administrative services to allow the Receiver to coordinate banking

services and meeting her reporting requirements. The Receiver has been paying Epiq on a monthly basis as a cost of administering the Receivership Estate. Generally, these costs have not exceeded \$5,000 per month, and often are less.

B. Epiq's Prior Work for the Receiver

6. Just prior to and immediately upon being appointed, the Receiver worked with Epiq to set up the “Receivership Website” at www.trafficmonsoonreceivership.com and a “Call Center” to receive telephone calls, including providing translation services.

7. The Receivership Website includes, among other things, information about how to contact the Receiver through a designated email address at trafficmonsoon.receiver.inquiries@dorsey.com (“Receiver Email Address”).

8. Epiq mans the Call Center with persons who are trained to obtain certain information from persons calling in, on how to answer the typical questions asked based on instructions provided by the Receiver, and on how to relay information about the Receivership Website. Epiq provides weekly reports to the Receiver on summarizing the calls received and, if necessary, the Receiver communicates with Epiq about how to resolve certain inquiries.

9. At the Receiver's request, Epiq has also created under her direction an “Investor Portal” on the Receivership Website. In this Portal, investors can input information about themselves, including contact information. The Receiver receives weekly reports from Epiq summarizing the information input into the Investor Portal.

C. Proposal to Employ Epiq as Noticing, Claims and Distribution Agent

10. As previously reported to the Court, the Receiver's recreation of Traffic Monsoon's business records has proceeded far enough that the Receiver has sufficient

information to identify potential claimants, thus allowing her to take the next steps in administering the Receivership Estate—setting up, obtaining Court approval of and implementing a claims submission process.

11. The Receiver anticipates that the claims process and, ultimately, the distribution process will be complicated, and thus costly, for a number of reasons, including that there likely will be over 100,000 potential claimants located in numerous countries.

12. To determine the best way to handle this process the Receiver has relied on her experience with claims and distribution agents who she has observed can provide significant efficiencies in large cases assisting fiduciaries in dealing with noticing, claims administration and distributions, at a cost that is less than what would be billed at attorney or accounting professional rates.

13. Using this experience, the Receiver has also investigated the claims processes used by receivers in cases similar to the present case, evaluated different methodologies, and vetted and interviewed several established professional agents about the value they would add to the present case. Finally, the Receiver negotiated pricing and contract terms with several firms.

14. As a result of this investigation, the Receiver has selected Epiq as the noticing, claims and distribution agent for the Receivership Estate. At this time it is anticipated that Epiq will build on the work it has already done for the Receiver to provide noticing and claims processing services. In the event that the Court authorizes a distribution process in the future, Epiq will also assist the Receiver in executing the distributions.

15. The Receiver has entered into a “Standard Services Agreement” (the “Agreement”) with Epiq, subject to Court approval. A true and correct copy of the Agreement is attached hereto as **Exhibit B**.

16. Per the Agreement, unless this Court orders otherwise, Epiq will bill the Receiver monthly for its services and the Epiq invoices will be due and payable upon receipt as a cost of Receivership Estate administration.

17. The Receiver has fully vetted Epiq for this engagement, and is confident that this employment is in the best interest of the Receivership Estate. The terms of the Agreement, including those related to pricing, have been negotiated at arms’ length and in good faith, and as a result of the competitive process employed by the Receiver, the Receiver believes she has obtained the best pricing for these types of services available. In addition, Epiq has experience in this case as well as in a receivership case similar to the present case, and therefore, the Receiver believes that it will be able to provide services in an efficient manner.

II. MEMORANDUM IN SUPPORT

The Receiver was appointed for the purpose of marshaling and preserving all assets of the Receivership Estate and she has all of the powers and authority of a receiver at equity. Docket No. 120 (Receivership Order ¶¶ 1-3). The Receiver has identified over 100,000 potential claimants in this case located all over the world, and she requires the assistance of a professional to assist her with efficiently and effectively executing a claims process.

Epiq has the experience and capability to assist the Receiver in providing notices to potential claimants, setting up electronic portals through which potential claimants can submit claims, processing the claims submitted, synthesizing the information submitted for the

Receiver's use, interfacing with claimants through the Call Center, and assisting the Receiver in answering questions and resolving disputes related to the claims submitted. Ultimately, if a distribution plan is approved by the Court, Epiq can also use the information it builds through the claims process to assist the Receiver with an efficient distribution. Given the large number of claimants in this case, the Receiver believes employing Epiq to assist in processing claims will expedite the efficient, timely, and equitable distribution of the assets of the Receivership Estate.

As noted, the Receiver initially contracted with Epiq at the beginning of the receivership to set up the Receivership Website, Call Center, the Investor Portal, and to retrieve Traffic Monsoon's electronic data. She did this pursuant to Paragraph 17 of the Receivership Order, which authorizes the Receiver, without Court approval, to use "receivership funds for expenses in the ordinary course of the administration of the receivership, including but not limited to costs associated with communications with potential claimants and securing information." Because Epiq's services have been limited to assisting the Receiver in communicating with investors and securing Traffic Monsoon's information, she did not seek Court approval to employ Epiq in that limited role. However, as claims administrator, Epiq will play a much larger role in the administration of the Receivership Estate than it has to this point, and thus out of an abundance of caution, the Receiver requests Court approval to employ Epiq as outlined herein and in the Agreement and to pay monthly Epiq as a cost of administration of the Receivership Estate.

III. CONCLUSION

For the reasons set forth herein, the Receiver requests that the Court enter the proposed Order attached hereto as **Exhibit A**, authorizing her to employ Epiq as discussed above.

DATED this 14th day of September, 2018.

DORSEY & WHITNEY LLP

/s/ Michael F. Thomson
Peggy Hunt
Michael F. Thomson
John J. Wiest
Attorneys for Receiver, Peggy Hunt

EXHIBIT A

Peggy Hunt (Utah State Bar No. 6060)
Michael F. Thomson (Utah State Bar No. 9707)
John J. Wiest (Utah State Bar No. 15767)

DORSEY & WHITNEY LLP

111 South Main Street, 21st Floor

Salt Lake City, UT 84111-2176

Telephone: (801) 933-7360

Facsimile: (801) 933-7373

Email: hunt.peggy@dorsey.com

thomson.michael@dorsey.com

wiest.john@dorsey.com

Attorneys for Court-Appointed Receiver Peggy Hunt

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff.

v.

TRAFFIC MONSOON, LLC, a Utah Limited
Liability Company, and CHARLES DAVID
SCOVILLE, an individual,

Defendants.

**ORDER GRANTING RECEIVER'S *EX*
PARTE MOTION SEEKING
AUTHORIZATION TO EMPLOY
NOTICING, CLAIMS AND
DISTRIBUTION AGENT AND
MEMORANDUM IN SUPPORT**

2:16-cv-00832-JNP

The Honorable Jill N. Parrish

The matter before the Court is the *Receiver's Ex Parte Motion Seeking Authorization to Employ Noticing, Claims and Distribution Agent and Memorandum in Support* [Docket No. ____] (the "Motion"). In the Motion, Peggy Hunt, the Court-appointed Receiver (the "Receiver"), pursuant to paragraphs 17 and 18 of the *Second Amended Order Appointing Receiver* [Docket No. 120] (the "Receivership Order"), requests authorization to employ Epiq Corporate Restructuring, LLC ("Epiq") as the noticing, claims and distribution agent for the receivership estate in this case effective as of the date of the filing of the Motion, September 14, 2018,

pursuant to that “Standard Services Agreement” (the “Agreement”) attached hereto as Exhibit A.

The Court, having considered the Receivership Order, the Motion, the Agreement, and applicable law, and for good cause appearing,

HEREBY ORDERS that:

- (1) The Motion is **GRANTED**;
- (2) The Agreement is **APPROVED**; and
- (3) The Receiver is **AUTHORIZED** to engage Epiq Corporate Restructuring, LLC, as the noticing, claims and distribution agent in this case, effective September 14, 2018, pursuant to the terms of the Agreement.

DATED this ____ day of _____, 2018.

BY THE COURT:

The Honorable Jill N. Parrish
United States District Court

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of September, 2018, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of the filing to all counsel of record in this case.

/s/

EXHIBIT B



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a receivership. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges approval by the United States District Court for the District of Utah (the “Court”) of its engagement may be required in order for Epiq to be engaged. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client.

3. Charges.

3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay from the receivership estate the fees, charges and costs set forth in the Pricing Schedule for services and materials that are requested by Client, subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be itemized, and be due and payable upon receipt. In the event that Court approval of the invoices is required prior to payment, invoices will be submitted to the Court by Client not less than on a quarterly basis. Epiq understands and agrees that all of its fees, charges and costs billed to the Client are payable solely from the receivership estate, and the Court has jurisdiction to consider the allowance of any monies paid from the receivership estate.



- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2019. If such annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to Client of such proposed increases.
- 3.3 Client agrees to pay Epiq from the receivership estate for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, printing, photocopying, fax, postage and related items. Epiq understands that the Client is executing this Agreement solely in her capacity as a court-appointed receiver, and that payment will be a cost of the receivership estate to the extent funds are available and, if necessary, are allowed by the Court.
- 3.4 Client shall pay or reimburse from the receivership estate all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq from the receivership estate any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Epiq shall reimburse Client for any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any error or omission by Epiq. Such charges may include, without limitation, print or copy re-runs, supplies, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination by Epiq pursuant to Section 2 hereof, the receivership estate shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.



5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the "Property"). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Epiq shall dispose of any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the "Client Materials") in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq from the receivership estate for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such Client Materials.

7. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EPIQ SHALL HAVE NO OBLIGATION OR LIABILITY TO THE CLIENT (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR OTHERWISE, EXCEPT AS PROVIDED FOR HEREIN. THE TOTAL LIABILITY



OF EPIQ TO THE CLIENT FOR ALL CLAIMS, LOSSES, COSTS, FINES, SETTLEMENTS, PENALTIES OR DAMAGES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES (COLLECTIVELY, "*CLAIMS*") SHALL NOT EXCEED \$1,000,000.

8. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

9. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

10. General

- 10.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 10.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 10.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be filed in the Court.
- 10.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 10.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 10.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.



- 10.7 Except for Client's obligation to pay fees, expenses and charges hereunder from the receivership estate as set forth above, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 10.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 10.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.
- 10.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Robert A. Hopen

If to Client:

Peggy Hunt, Receiver
c/o Dorsey & Whitney LLP
111 S. Main Street, Suite 2100
Salt Lake City, UT 84111-2176

With a copy to:

Michael Thomson
Dorsey & Whitney LLP
111 S. Main Street, Suite 2100
Salt Lake City, UT 84111-2176

- 10.11 Invoices sent to Client should be delivered to the following address:

Peggy Hunt, Receiver



c/o Dorsey & Whitney LLP
111 S. Main Street, Suite 2100
Salt Lake City, UT 84111-2176

Email: hunt.peggy@dorsey.com
jshaw@thinkbrg.com

10.12 The "Effective Date" of this Agreement is September 14, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

A handwritten signature in black ink, appearing to read "Robert A. Hopen".

Name: Robert A. Hopen
Title: President

CLIENT

By: A handwritten signature in blue ink, appearing to read "Peggy Hunt aka Mary M. Hunt".
Name: Peggy Hunt aka Mary M. Hunt
Title: Receiver



SERVICES SCHEDULE

CLAIMS AND WEBSITE MANAGEMENT

- Create, customize and maintain a website with general case information, key documents and a secure on-line tool through which creditors can file proofs of claim and related documentation. In so doing, Epiq will build on the current website being used by Client.
- Create and maintain electronic databases for creditor/party in interest information provided by creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Maintain claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount of the claim.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance
- Provide claims dispute analysis and reconciliation services as requested by Client

NOTICING

- Subject to Court approval of electronic noticing, prepare and serve required notices via e-mail. If e-mail un-deliverable traditional noticing can be performed at request of Client
- After service of a particular notice - whether by e-mail, regular mail, overnight or hand delivery or facsimile service - file a list of persons to whom the notice was mailed and the date and manner of mailing.



- Update claim database to reflect undeliverable or changed addresses.
- Coordinate publication of certain notices in periodicals and other media.

CALL CENTER

- Building on the call center already established for Client in this receivership case, provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.

DISBURSEMENTS

- Provide disbursement services as needed including the following:
 - Coordination of disbursement(s) with client
 - Preparation and distribution of checks via paper checks and/or Paypal
 - Reporting and Check re-issuances as needed
- Establish, maintain and provide reporting for bank accounts as requested by Client

LITIGATION SUPPORT

- Provide claw back litigation services as requested by Client

MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.

-



PRICING SCHEDULE

ADMINISTRATION HOURLY RATES

<u>Title</u>	<u>Rates</u>
Administrative Support / Mailroom / Claims Control	\$45.00 – \$70.00
Case Managers / Project Supervisors / QC Staff	\$70.00 – \$165.00
IT / Programming	\$150.00
Consultants/ Directors/Vice Presidents/MD's	\$175.00 - \$250.00

CLAIMS AND NOTICING RATES

Printing	\$0.09 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	\$0.05 per record
Fax Noticing	\$0.05 per page
Publication Noticing	Quoted at time of request

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security	\$0.07 per record/month
Electronic Imaging	\$0.05 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	\$5.00 per CD

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
On-Line Claims Platform Customization	Standard Hourly Rates

CALL CENTER RATES

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute



OTHER SERVICES RATES

Custom Software, Workflow
and Review Resources

Standard hourly rates

Depositions/Court Reporting

Quoted at time of request, bundled pricing available

eDiscovery

Quoted at time of request, bundled pricing available

Virtual Data Room --
Confidential On-Line Workspace

Quoted at time of request

Disbursements:

- Check and/or Form 1099 \$1.00 per check/1099
- Pay Pal (Domestic)* \$0.75 per party

*Foreign pay pal payments carry a percentage of payment charge up to a max