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12 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **IN AND FOR THE COUNTY OF FRESNO**

14 DANELLE EDWARDS, and individual

15 Plaintiff,

16 vs.

17 HEALTHCOMP, LCC., a California limited  
18 liability company; and Does 1 through 50,  
19 inclusive,

20 Defendants.  
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Case No. 20CECG02338

**DECLARATION OF LINDSAY KLINE  
REGARDING NOTICE AND  
SETTLEMENT ADMINISTRATION**

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I, LINDSAY KLINE, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5635. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Danelle Edwards (“Plaintiff”), and HealthComp, LLC (“Defendant”), (collectively the “Parties”), and the Court to provide settlement administration services in the *Edwards v. HealthComp, LLC* Settlement. In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel and Class Members; (d) printing and mailing the Notice of Class Action Settlement (hereafter “Notice”) to Class Members; (e) receiving and validating Requests for Exclusion, Objections or Disputes of Pay Periods submitted by Class Members; (f) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendants; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

**TOLL FREE TELEPHONE HELPLINE AND WEBSITE**

4. A toll-free telephone number was included in the Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-business hours. Spanish-speaking

1 representatives are available during normal business hours. The toll-free telephone number included in  
2 the Notice was (866) 603-9754 and was live on July 29, 2022.

3 5. There is also a webpage concerning the case that may be accessed at any time by  
4 navigating to <https://simpluris.com/case-search> and entering all or part of the case name. Filings  
5 associated with the Settlement are also posted there, which currently includes the Preliminary Approval  
6 Order, the Settlement Agreement, and the filings associated with Plaintiff's Motion for Fees and Costs.  
7 These documents may be viewed online or downloaded as a .pdf document. The webpage also provides  
8 Class Members of a toll-free phone number, email address and mailing address through which they can  
9 contact Simpluris with any questions about their case. The webpage was also live on July 29, 2022.

#### 10 **NOTIFICATION TO THE CLASS**

11 6. On July 15, 2022, Simpluris received the Court-approved Notice. The Class Notice  
12 advised Class Members of their right to request exclusion from the Settlement, object to the Settlement,  
13 dispute workweeks, do nothing, and the implications of each such action. The Class Notice advised  
14 Class Members of applicable deadlines and other events, including the Final Approval Hearing, and  
15 how Class Members could obtain additional information.

16 7. On July 14, 2022, Defense Counsel provided Simpluris with a mailing list ("Class List")  
17 containing Class Members' names, most recent mailing address, Social Security numbers and dates of  
18 employment for each Class Member during the Class Period. The Class List contained data for eight  
19 hundred and twenty-six (826) Class Members.

20 8. The mailing addresses contained in the Class List were processed and updated utilizing  
21 the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The  
22 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any  
23 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA  
24 would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate  
25 eighty-three (83) updated addresses using NCOA prior to the mailing of the Class Notice.  
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1           9.       On July 29, 2022, Class Notice was mailed to eight hundred and twenty-six (826) Class  
2 Members with addresses contained in the Class List via First Class mail or updated via the NCOA  
3 search. A copy of the Class Notice is attached hereto as **Exhibit A**.

4           10.      A total of sixteen (16) Class Notices were returned to Simpluris. Of these, zero (0) were  
5 returned with a forwarding address. If a Class Member's Class Notice was returned by the USPS as  
6 undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e.,  
7 skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis.  
8 Simpluris used the Class Member's name and previous address to locate a current address. Through  
9 the advanced address searches, Simpluris was able to locate thirteen (13) updated, addresses and  
10 Simpluris promptly mailed a Class Notice to those updated addresses. As of this date, there are three  
11 (3) Class Notices that remain undeliverable.

12                           **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

13           11.      The deadline for Class Members to submit a Request for Exclusion, Object to the  
14 Settlement or Dispute Pay Periods was September 12, 2022.

15           12.      As of this date, Simpluris has received one (1) Request for Exclusion from a Class  
16 Member. The request was submitted without the Class Members last four digits of their Social Security  
17 number. On September 2, 2022, Simpluris sent a letter requesting the Class Member provide the  
18 missing information. They had the latter of the response deadline or 15 days from the date of the cure  
19 letter to respond. As of this date, no cure response has been received by Simpluris and therefore, the  
20 Request for Exclusion is denied.

21           13.      As of this date, Simpluris has not received any Objections to the Settlement from Class  
22 Members.

23           14.      As of this date, Simpluris has received one (1) Dispute regarding pay Periods from a  
24 Class Member. The Dispute was denied because no supporting documentation was provided with the  
25 Dispute.  
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16. The Net Settlement Fund of \$668,126.00 (of which, \$18,750.00 is allocated to PAGA penalties) available to pay Class Members was determined by subtracting the Class Counsel's Fees (\$371,629.00), Class Counsel's Litigation Costs (\$10,000.00), PAGA LWDA payment (\$56,250.00), and the Administration Costs (\$8,995.00) from the Maximum Settlement Amount (\$1,115,000.00).

### ADMINISTRATION COSTS

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 19<sup>th</sup> day of September 2022, in Costa Mesa, CA.

Lindsay Kline

# **EXHIBIT A**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF FRESNO  
CASE NO. 20CECG02338**

**NOTICE OF CLASS ACTION SETTLEMENT**

*Danelle Edwards v. Healthcomp, LLC*

According to the records of HealthComp, LLC, you were employed as a non-exempt, hourly employee by HealthComp between August 10, 2016 and June 30, 2022.

Your estimated individual settlement amount from the settlement described below is \$«MERGED\_EstSettAmnt\_CALC», if you choose to participate in the settlement and the Court grants final approval.

«IMb1ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»  
«BarcodeString»

«City», «State» «Zip»-«ZipDPC3»

**The Superior Court of the State of California in and for the County of Fresno (“the Court”) preliminarily approved a settlement of this lawsuit and authorized this Notice of Class Action Settlement (“Notice”). This is not a solicitation from a lawyer. You are not being sued.**

**You have received this Notice of Class Action Settlement because HealthComp, LLC’s (“Defendant” or “HealthComp”) records show you were employed in California by HealthComp as a non-exempt hourly employee at any time between August 10, 2016, and [insert date of preliminary approval], and are therefore likely to be what is called a “Settlement Class Member” or “Class Member.” You should read this Notice carefully because it will affect your rights.**

**CLASS SETTLEMENT OVERVIEW**

Recently, Plaintiff Danelle Edwards (“Plaintiff”), on behalf of herself and Settlement Class Members, and HealthComp in the above-mentioned lawsuit reached an agreement on the terms of a class action settlement between HealthComp, LLC and all non-exempt hourly employees who performed work for HealthComp at any time from August 10, 2016, to June 30, 2022. Generally, Plaintiff alleges that HealthComp did not provide its non-exempt employees in California with all legally required overtime pay, meal and rest breaks, accurate wage statements, and timely pay upon separation of employment.

HealthComp denies all of Plaintiff’s claims and denies violating any law, and asserts that, at all times, its actions and business practices have been lawful and appropriate. Defendant is settling this action only to avoid the cost, inconvenience, and distraction of protracted and burdensome litigation.

The Court presiding over this case has not yet ruled on the merits of any of Plaintiffs’ claims. Plaintiff and her attorneys entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. The parties have negotiated a settlement on behalf of themselves and the Class Members with the assistance of a mediator.

The currently proposed class action settlement seeks to resolve alleged violations and violations that could have been asserted arising out of the allegations of the Plaintiff’s Complaint. You are receiving this notice because you are a likely member of the Settlement Class. For that reason, please carefully review this notice, which describes your legal rights and options in this settlement.

**SETTLEMENT CLASS MEMBERS: SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

| OPTIONS                                                                                                                        | LEGAL RIGHTS RESULTING FROM OPTION                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>OPTION 1:</u></b><br>DO NOTHING. PARTICIPATE IN THE CLASS SETTLEMENT AND AUTOMATICALLY RECEIVE A PAYMENT.                | If you want to participate in the settlement and receive your settlement payment, you do not need to do anything. If the Court grants final approval to the settlement, you will automatically receive a payment and you will fully, finally, and forever completely release and discharge the Released Parties from the Released Claims for the Class Period, described below.                                                                           |
| <b><u>OPTION 2:</u></b><br>EXCLUDE YOURSELF FROM THE CLASS. DO NOT PARTICIPATE IN THE SETTLEMENT AND DO NOT RECEIVE A PAYMENT. | If you do NOT want to participate in the Settlement and receive a payment, you must submit a written request to exclude yourself from the Settlement postmarked no later than September 12, 2022, as explained below. If you timely submit a valid opt-out request, you will NOT release your class claims against Defendant.                                                                                                                             |
| <b><u>OPTION 3:</u></b><br>OBJECT.                                                                                             | If you wish to object to the Settlement because you believe it is unfair or unreasonable, you must submit a written objection, as explained below. If the Court rejects your objection, you will still be entitled to participate in the settlement unless you have excluded yourself by opting out of the Settlement as explained below. If the Court agrees with your objection, the parties can choose to withdraw the settlement or change its terms. |

These rights and options—and the deadlines to exercise them—are explained in this Notice.

**BASIC INFORMATION**

**1. Why did I receive this Notice?**

You received this Notice because Defendant's records show that you were employed by Defendant as a non-exempt hourly employee in California during all or part of a time between August 10, 2016, and June 30, 2022. This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant final approval of the proposed settlement.

**2. What is this lawsuit about?**

Plaintiff Danelle Edwards sued Defendant on behalf of herself and other non-exempt hourly employees in California employed by Defendant between August 10, 2016, and June 30, 2022. Plaintiff asserts that Defendant owes Plaintiff and other non-exempt employees additional compensation for overtime, meal and rest periods, as well as penalties for inaccurate itemized wage statements and waiting time penalties. Plaintiff seeks damages for lost wages, interest, and penalties. She also seeks attorneys' fees and expenses.

HealthComp denies all of Plaintiff's claims and denies violating any law, and asserts that, at all times, its actions and business practices have been lawful and appropriate. Defendant is settling this action only to avoid the cost, inconvenience, and distraction of protracted and burdensome litigation. By agreeing to settle, Defendant is in no way admitting (1) liability on any of the factual allegations or claims in this case, nor (2) that this case can or should proceed as a class action in the event the parties' Settlement does not become effective and the litigation goes forward.

The Court presiding over this case has not yet ruled on the merits of any of Plaintiff's claims. This means that there has not been a ruling as to who wins and who loses. If you want to see a copy of the complaint, answer, or any other pleadings, you may contact the Settlement Administrator or Class Counsel (contact below).

Plaintiff and her attorneys entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. The parties have negotiated a settlement on behalf of themselves and the Class Members with the assistance of a mediator. The parties' agreement has been documented in the Stipulation of Class Action Settlement and Release ("Settlement").

3. What is a class action and who is involved?

The Parties agreed to treat this case as a class action for purposes of settlement only. In a class action, one or more persons, in this case Danelle Edwards, files a lawsuit on behalf of people who have similar claims. These people together are called "Settlement Class Members." The company sued is called the Defendant, in this case, HealthComp, LLC. Settlement Class Members and Defendant are sometimes referred to in this Notice as the "Parties." Defendant's records show that you are a potential member of the Settlement Class.

In a class action, one court resolves the issues for everyone in the class, except for those people who decide to exclude themselves from the class. The Settlement Class Members who do not send a request for exclusion postmarked no later than September 12, 2022 as explained below in the section entitled "Excluding Yourself From The Settlement" are called "Participating Class Members."

In this case, the Parties have decided to settle the case. The Court has made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Settlement Class Members are given a chance to exclude themselves from or object to the proposed settlement.

4. Is there any money available now?

No money or benefits are available right now. If the Court gives final approval to the settlement, then you will automatically be sent your portion of the settlement once the Court's order becomes final, unless you choose to exclude yourself from the settlement.

5. I want to receive my share of the settlement. What do I do?

**To receive your share of the Settlement, you do not need to do anything. You will automatically receive your share of the Settlement as long as you do not affirmatively request to be excluded from the Settlement before September 12, 2022.**

**THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE**

6. What does the settlement provide?

Plaintiff, on behalf of herself and Participating Class Members, and Defendant have agreed to settle this case by dismissing this Action and discharging the Released Claims in exchange for a Gross Settlement Amount of \$1,115,000. The Gross Settlement Amount includes the following payments, each requiring the Court's approval: (1) attorneys' fees (up to \$371,629) and costs (up to \$10,000), (2) Settlement Administration Costs (up to \$9,803.84), and (3) a \$75,000 California Private Attorneys General Act ("PAGA") Payment, of which 75% will be paid to the California Labor and Workforce Development Agency and 25% will be paid to the PAGA Group. The amount remaining after these payments, the "Net Class Settlement Fund," will be distributed to the Participating Class Members.

If you do not timely exclude yourself from the Settlement, you will receive a check for your individual share of the Net Class Settlement Fund.

7. What can I get from the settlement?

The amount of your share of the Net Class Settlement Fund is calculated as follows:

A Settlement Administrator will divide the Net Class Settlement Fund by the total number of pay periods for all Participating Class Members resulting in a value for each pay period worked by the Participating Class Members during the Class Period. This number is called the "Pay Period Value." The Settlement Administrator will then multiply the

number of pay periods for each Participating Class Member by the Pay Period Value. All Participating Class Members will be entitled to payment for at least one (1) pay period.

According to the Settlement Administrator's calculations, you have «MERGED\_PayPeriods\_CALC» pay periods during the Class Period. Accordingly, assuming 100% participation by the Settlement Class, your estimated Individual Gross Settlement Amount is \$«MERGED\_EstSettAmnt\_CALC». This number could vary depending on the ultimate number of Participating Class Members and any adjustments to the awards or payments to Plaintiffs, Class Counsel, and/or the Settlement Administrator.

If you believe the pay periods calculation is incorrect and wish to dispute it, please contact the Settlement Administrator at P.O. Box 26170, Santa Ana, CA 92799 by September 12, 2022. The calculation above will control unless you are able to provide documentation establishing that the information on which the calculation is based was in error. The Settlement Administrator will review such documentation and may provide it to Class Counsel and/or Defense Counsel to determine the actual number of pay periods and estimated Individual Settlement Amount.

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| 8. Will taxes be withheld from my settlement payment? |
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Your Individual Settlement Amount will include a 20% wage portion (representing unpaid wages), and a 80% non-wage portion (representing non-wage damages, penalties, and interest). Using each Participating Class Member's last-reported withholding status, the Settlement Administrator will deduct the state and federal withholding taxes and other applicable payroll deductions owed as a result of the settlement payment from the wage portion of each member's settlement. The wage portion of the Settlement Class Member's Individual Settlement Amount will be reported to the appropriate taxing authorities on an IRS Form W-2 or similar form. The non-wage portion of the Settlement Class Member's Individual Settlement Amount will be reported to the appropriate taxing authorities on an IRS Form 1099 or similar form. Other than the withholding and reporting requirements specifically set forth above, Settlement Class Members are solely responsible for all taxes due on payments made pursuant to the settlement. Any payroll taxes owed by the Defendant will be paid by the Defendant separate and apart from the Gross Settlement Amount.

This Notice is not intended to provide legal or tax advice. To the extent this Notice is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

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|------------------------------------------------|
| 9. What am I giving up if I stay in the class? |
|------------------------------------------------|

If you choose to participate in the Settlement you will be bound by any judgment entered in this Action and fully, finally, and forever completely release and discharge the Released Parties from the Released Claims between August 10, 2016, and June 30, 2022 (the "Class Period"). The "Released Claims" are:

Any and all claims arising under federal, state, and/or local statutory, constitutional, contractual, or common law for wages, damages, costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, expenses, other fees of any kind, restitution, equitable relief, other relief under California Business & Professions Code Section 17200 et seq. ("Section 17200"), whether known or unknown, asserted or unasserted, accrued or un-accrued, that have been, could have been, or in the future can or might be asserted in any court, tribunal or proceeding (including but not limited to any claims arising under federal, state, local, foreign or common law), by or on behalf of any of the Participating Class Members, whether individual, direct, class, representative, legal, equitable, or other type or in any other capacity against Defendant and the Released Parties, which the Class Members ever had, now have, or may have had, from the beginning of time to the Effective Date, by reason of, arising out of, relating to, or in connection with the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations, omissions, or any other matter whatsoever related directly or indirectly to the Action or based on the facts alleged in the Complaint including, but not limited to, failure to timely pay California overtime wages; failure to provide timely, off-duty meal and/or rest breaks; failure to promptly pay all wages due and owing at the time of the employee's separation from employment; failure to provide accurate itemized wage statements; and engaging in any unlawful/unfair/fraudulent business practices in violation of Section 17200 as it relates to the facts and circumstances alleged in Plaintiff's Complaint.

The “Released Parties” are:

Defendant and its present and former parent, subsidiaries, affiliates, insurers, successors, assignees, and any other entity with an interest in or obligation regarding Defendant's assets or liabilities, including but not limited to any controlling persons, associates, affiliates, or subsidiaries and each and all of their respective past or present officers, members, managers, directors, executives, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, insurers, consultants, suppliers, distributors, customers, contractors, experts, accountants, bankers, testing laboratories, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, and assigns, whether or not specifically named or participating in the settlement by payment or otherwise.

#### HOW YOU STAY IN THE CLASS AND RECEIVE A PAYMENT

##### 10. How can I receive a payment?

**If this Notice was sent to you at your current address, you do not need to do anything further to receive payment. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Settlement Administrator in writing stating your name and past and current addresses.**

The Settlement Administrator's address is:

By U.S. Mail:

Edwards v. HealthComp, LLC:  
c/o Settlement Administrator  
P.O. Box 26170  
Santa Ana, CA 92799

**Otherwise, you do not need to do anything to receive a payment for the Settlement.**

##### 11. What if I get my payment and don't cash it?

If you receive the payments described in this Notice and you do not cash your check, you will still be bound by the terms of the settlement as they relate to the Settlement and you will release all claims released under the settlement. You must cash your check within 180 days after it is mailed by the Settlement Administrator. Uncashed settlement funds will be sent to the non-profit organization Legal Aid at Work.

##### 12. What happens if I do nothing at all?

If you do nothing at all (i.e. do NOT timely submit a written request to opt-out of the Settlement postmarked no later than September 12, 2022 then you will receive your Individual Settlement Share for the Settlement. You will be bound by the terms of the Settlement and you will have released your claims against Defendant as provided for in the Settlement.

For further information, or if you have any questions or concerns about this process, you can speak with Class Counsel in this case identified under the heading “How do I contact Class Counsel to obtain additional information?”

#### EXCLUDING YOURSELF FROM THE CLASS AND SETTLEMENT

If you want to retain the right to pursue claims related to this case against Defendant and/or you do NOT want a payment from this settlement, then you must exclude yourself. Excluding yourself is also referred to as “opting out.” **If you exclude yourself, you will not receive money from this settlement.**

13. How do I request to be excluded from the settlement?

To be excluded from the California Class portion of the settlement, you must submit a written opt-out request to the Administrator at the following address:

Edwards v. HealthComp, LLC:  
c/o Settlement Administrator  
P.O. Box 26170  
Santa Ana, CA 92799

Your opt-out request must be **postmarked no later than [insert date]**. The request must contain the following information: 1) Your intention to be excluded from the Settlement in the form of a statement that “I wish to opt out from the Edwards v. HealthComp settlement;” 2) Your name, address, telephone number and the last four digits of your Social Security number; and 3) Your signature. If this written opt-out request is postmarked no later than September 12, 2022, you will be considered excluded or opted-out of the Settlement. As a result, you will not be entitled to any part of the settlement payments made to the members of this class. You will also not release your claims against Defendant, and you will be barred from filing an objection to the Settlement. If you submit an Opt Out which is not postmarked by September 12, 2022, your request for exclusion will be rejected, and you will be included in the Settlement Class.

Please be advised that any part of your Social Security number on any document will be redacted before it is filed with the Court or becomes part of the public docket in this case. Your Social Security number will remain private.

14. If I do not exclude myself, can I sue Defendant for the same claims later?

No. If you decide to participate in the Settlement, you will be bound by all terms of the Settlement and any final judgment entered in the Action if the settlement is approved by the Court. The settlement and final judgment will include a full release of claims in this Action, which will prevent you from suing Defendant or any related persons or entities for the claims released by the Settlement. You may review the full release of claims in the section “What am I giving up if I stay in the class?” If you have a pending lawsuit, speak to your lawyer in that case immediately.

15. If I exclude myself, can I get money from this class settlement?

No. If you exclude yourself, you are asking not to be included in the class settlement. However, you will still be a member of the PAGA Group and receive your Individual PAGA Payment.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed **Sutton Hague Law Corporation, P.C.** as Class Counsel for purposes of settlement only to represent you and all Settlement Class Members. You do not need to hire your own lawyer because Class Counsel is working on behalf of all class members. But, if you want to hire your own lawyer, you may do so at your own expense. For example, you can hire your own legal counsel to appear in Court for you if you want someone other than Class Counsel to speak for you. Class Counsel’s contact information is provided below on page 13.

17. How will the lawyers be paid?

The amount of attorneys’ fees and costs awarded to the Class Counsel will be subject to the Court’s discretion. You will not have to pay these fees and costs separately. Class Counsel will request that the Court approve an award of attorneys’ fees in an amount not to exceed \$371,629 and litigation costs of up to \$10,000. The attorneys’ fees and costs will be paid out of and deducted from the Gross Settlement Amount.

You may view the motion for attorneys’ fees and costs on the class website at [www.simpluris.com/case-search](http://www.simpluris.com/case-search) and you may object to that motion at the final fairness hearing.

## **OBJECTING TO THE SETTLEMENT**

### **18. How do I object?**

If you think that the proposed settlement is unfair, inadequate, or unreasonable, you can object to the proposed settlement.

If you want to object to any part of the settlement, you must mail a written statement of objection ("Notice of Objection") to the Settlement Administrator no later than September 12, 2022 at the following address:

Edwards v. HealthComp, LLC:  
c/o Settlement Administrator  
P.O. Box 26170  
Santa Ana, CA 92799

The postmark date of the mailing shall be deemed the exclusive means for determining that a Notice of Objection is timely.

The Notice of Objection must identify the Class Member's full name, address, telephone number, and the last four digits of the Class Member's social security number; the case name and number; a statement of the Class Member's basis for any objections to the Parties' settlement; a statement advising whether the objecting Class Member plans to address the Court at the Settlement Fairness Hearing and any legal briefs, papers or memoranda the objecting Class Member proposes to submit to the Court; and, if the objecting Class Member is represented by counsel, the name and address of his or her counsel.

Late objections will not be considered. By filing an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described above.

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for October 20, 2022 at 3:30 p.m. at B.F. Sisk Courthouse, 1130 "O" Street, Fresno, CA 93721, Courtroom 502, 5<sup>th</sup> Floor, 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.

If you choose to object, you will still be entitled to the money from the Settlement. If the Court overrules your objections, you will be deemed to have released the Released Claims.

### **19. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object. You must choose one option only.

## **THE COURT'S FINAL FAIRNESS AND APPROVAL HEARING**

The Court will hold a hearing, the Honorable Rosemary McGuire presiding, on October 20, 2022 at 3:30 p.m. at the Fresno County "M" Street Courthouse, 1130 "O" Street, Fresno, CA 93721, Courtroom 502, 5<sup>th</sup> Floor to determine whether (1) the proposed settlement is fair, adequate, reasonable, and (2) whether the applications for attorneys' fees and costs should be approved. The Court will consider any objections to the settlement at this hearing. If the Court approves the settlement, it will enter an order granting final approval of the settlement. At the hearing, Class Counsel will speak on behalf of class members and answer any questions Judge McGuire might have.

You are not required to attend the Final Fairness and Approval Hearing, but you or your lawyer may attend if you so choose. If you are a participating class member and you wish to speak or have your lawyer speak for you, you may do so.

## **GETTING MORE INFORMATION**

### **20. Are there more details about the settlement?**

This Notice only summarizes the proposed settlement. However, if you visit this website [www.simpluris.com/case-search](http://www.simpluris.com/case-search), you will be able to view copies of some of the documents that were filed in this case, including a full copy of the Settlement and all of the papers filed by the Parties for approval of the Settlement. You may also go to the Court and review the records that were filed in this case, which may be inspected at the office of the Clerk of Court located at 1130

“O” Street, Fresno, CA 93721, during regular business hours of each Court day. Or, you may contact Class Counsel, whose contact information is provided below.

21. Can I read a copy of the settlement agreement?

Yes. A copy of the Settlement is available to review at [www.simpluris.com/case-search](http://www.simpluris.com/case-search).

22. If the settlement agreement is approved at the final fairness hearing, where can I review a copy of the Court’s order and judgment?

If the Court grants final approval to the Settlement and enters judgment in accordance with the Settlement, you will be able to view a copy of the final approval order and judgment at [www.simpluris.com/case-search](http://www.simpluris.com/case-search).

23. How do I contact Class Counsel to obtain additional information?

All questions regarding this Notice and/or the settlement should be directed to the Settlement Administrator or your Class Counsel at:

**CLASS COUNSEL:**

S. Brett Sutton, Esq.

Jared Hague, Esq.

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