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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF LASSEN**

15 JACQUELINE MARSHALL, LANCE  
16 PHILLIPS, KRISTIN KNOWLES,  
17 CHRISTOPHER ANDERSON, KAYVAN  
18 MARSHALL, KANE EDWARDS, JORDAN  
19 MOSER, KYLE EVANS, JENNA DIAZ,  
20 TERRIANNE MAURICIO, JOANN LEE,  
21 TEISLEYE SMITH, LAUREN YOUNG,  
22 HEATHER IMHOF, STEPHANIE  
23 SWISHER, JOHN SICKMAN, and MARK  
24 HARMON, individuals, on behalf of  
25 themselves and on behalf of all persons  
26 similarly situated,

27 Plaintiffs,

28 v.

29 PHI AIR MEDICAL, LLC, a Limited  
30 Liability Company; PHI HEALTH, LLC, a  
31 Limited Liability Company; and DOES 1  
32 through 50, inclusive,

33 Defendants.

Case No.: **63485**

**DECLARATION OF STEPHEN  
GOMEZ REGARDING NOTICE AND  
SETTLEMENT ADMINISTRATION**

Judge: Hon. Mark R. Nareau

Dept.: 2

Hearing Date: December 8, 2022

Hearing Time: 10:00 a.m.

1 I, STEPHEN GOMEZ declare the following facts to be true and correct and if called as a  
2 witness would testify competently to the same:

3 1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris") the  
4 claims administrator in the above-entitled action. My business address is 3194-C Airport  
5 Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 824-8590. I am over  
6 twenty-one years of age and authorized to make this declaration on behalf of Simpluris  
7 and myself.

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

15 3. Simpluris was appointed by the Court as Settlement Administrator to  
16 administer the settlement in accordance with the terms of the Class Action Settlement  
17 Agreement entered into by the parties on or about February 15, 2022, (the "Settlement  
18 Agreement"). Simpluris has been, and if the Court grants final approval of the  
19 Settlement, will be responsible for, among other things: (a) printing and mailing in the  
20 Notice of Proposed Settlement of Class Action and Hearing Date for Final Court  
21 Approval ("Notice") (b) receiving undeliverable Notice Packets; (c) receiving and  
22 validating requests for exclusion; (d) calculating individual settlement payments,  
23 distributing funds, and tax-reporting following final approval; (e) mailing settlement  
24 checks; (f) answering questions from Class Members; and (g) performing such other  
25  
26  
27  
28

1 tasks necessary to effectuate the terms of the Settlement or as the Parties mutually agree  
2 or the Court orders Simpluris to perform.

3 4. A toll-free telephone number was included in the Class Notice for the  
4 purpose of allowing the Class Members to call Simpluris and to make inquiries regarding  
5 the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain  
6 in operation throughout the settlement process. Callers have the option to speak with a  
7 live call center representative in English and Spanish during normal business hours or to  
8 leave a message and receive a return call during non-business hours. The toll-free  
9 telephone number included in the Class Notice was 1-888-369-3780.  
10

11 5. On August 2, 2022, Simpluris received the Court-approved Notice. The  
12 Notice advised Class Members of their right to opt out from the Settlement, object to the  
13 Settlement, or do nothing, and the implications of each such action. The Notice advised  
14 Class Members of applicable deadlines and other events, including the Final Approval  
15 Hearing, and how Class Members could obtain additional information. The Notice was  
16 pre-printed with the name and address of the Class Member and their estimated payment.  
17 A sample Notice is attached hereto as Exhibit A.  
18

19 6. On August 9, 2022, Counsel for Defendant provided Simpluris with a  
20 mailing list ("Class List") containing the name, last known address, Social Security  
21 number, and pertinent employment information during the Class Period for the Class  
22 Members. The Class List contained data for sixty-two (62) Class Members.  
23

24 7. The mailing addresses contained in the Class List were processed and  
25 updated utilizing the National Change of Address Database ("NCOA") maintained by the  
26 U.S. Postal Service. The NCOA contains changes of address filed with the U.S. Postal  
27 Service.  
28

1 Service. In the event that any individual had filed a U.S. Postal Service change of  
2 address request, the address listed with the NCOA was used in the mailing of the Notices.

3 8. On August 23, 2022, after updating the mailing addresses through the  
4 NCOA, Notices were mailed via First Class Mail to the sixty-two (62) Class Members  
5 contained in the Class List. The Notices provided each class member with the terms of  
6 the Settlement, including notice of the claims at issue and the financial terms of the  
7 settlement, including the attorneys' fees, costs, and service award that were being sought,  
8 how individual settlement awards would be calculated, and the specific, estimated  
9 payment amount to that individual.  
10

11 9. As of this date, one (1) Notice was returned by the post office. For any  
12 return without a forwarding address, Simpluris attempted to find a forwarding address  
13 using Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris used the  
14 Class Member's name and previous address to locate a current address. Altogether,  
15 Simpluris re-mailed one (1) Notice to either; a new forwarding address provided by the  
16 Post Office, a newfound address using Accurant, or a forwarding address provided by the  
17 Class. Ultimately, there were no Notices deemed undeliverable.  
18

19 10. As of today, there are sixty-one (61) Participating Class Members who will  
20 be paid their portion of the Net Settlement Amount, estimated to be \$541,550.00, and  
21 fifty-eight (58) Aggrieved Employees who will be paid their portion of the Class PAGA  
22 Award, estimated to be \$2,500.00. The Net Settlement Amount available to pay  
23 Participating Class Members was determined as follows:  
24

|    |                                        |                            |
|----|----------------------------------------|----------------------------|
| 25 | <b><u>Gross Settlement Amount:</u></b> | <b><u>\$330,000.00</u></b> |
| 26 | Less Attorneys' Fees (Requested)       | -\$110,000.00              |

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Less Litigation Costs (Requested)                        | -\$20,000.00       |
| Less Class Representatives' Service Payments (Requested) | -\$110,500.00      |
| PAGA – LWDA Payment                                      | -\$7,500.00        |
| PAGA – Aggreived Employees' Payments                     | -\$2,500.00        |
| <u>Less Settlement Administration:</u>                   | <u>-\$4,295.00</u> |
| <b>NET SETTLEMENT AMOUNT</b>                             | <b>\$75,205.00</b> |

11. Based upon the above deductions, the *average* Class Settlement award is approximately \$1,232.87 and the *highest* Class Settlement award is approximately \$2,249.80. The *average* PAGA award is approximately \$43.10 and the *highest* PAGA award is approximately \$74.75.

12. As of this date, Simpluris has received one (1) request for exclusion from the Settlement, submitted by Jame Casler. The one (1) valid request for exclusion represents 1.61% of the Class. The deadline in the Notice for requests for exclusion was October 7, 2022.

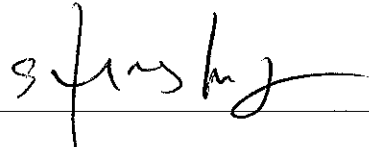
13. As of this date, Simpluris has not received any disputes. The deadline in the Notice for disputes was October 7, 2022.

14. Class Members who wished to object were directed to submit their written objection to Simpluris. As of this date, Simpluris has not received any objections. The deadline in the Notice for written objections was October 7, 2022.

15. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$4,295.00. A breakdown of Simpluris' fees and costs is attached hereto as Exhibit.B. Simpluris' work in connection with this matter will continue with the

1 calculation of the settlement checks, issuance and mailing of those settlement checks,  
2 etc., and preparation of the necessary tax reporting on such payments.

3 I declare under penalty of perjury under the laws of the State of California that the  
4 foregoing is true and correct. Executed this 28th day of October, 2022, in Costa Mesa,  
5 California.  
6

7   
8 Stephen Gomez

# EXHIBIT A

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION  
AND HEARING DATE FOR FINAL COURT APPROVAL**

*Marshall v. PHI Health, LLC,*  
Superior Court of the State of California, County of Lassen, Case No. 63485

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.**

«I Mjpl | Bar codeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»  
«Barcode»

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

|                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                                          | To receive a cash payment from the Settlement, you do not have to do anything. The actual amount you receive may be different and will depend on a number of factors.<br><br>Additional information is set forth below and your estimate Settlement Share is set forth in Section 5.                                                                                                                                                                                                                                                                                 |
| <b>Exclude Yourself</b><br><br><b>On or before</b><br><br><b>October 7, 2022</b> | To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. <b>If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement.</b> However, if you are also an Aggrieved Employee and exclude yourself, you will still be paid your allocation of the PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.<br><br>Instructions are set forth below in Section 7. |
| <b>Object</b><br><b>On or before</b><br><br><b>October 7, 2022</b>               | Write to the Court about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection.<br><br>Instructions are provided below in Section 8.                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Final Approval Hearing</b>                                                    | The Court will hold a Final Approval Hearing at 10:00 a.m. (Pacific Standard Time) on December 8, 2022, in Department 2 of the Superior Court of California, County of Lassen, Hall of Justice Courthouse, 2610 Riverside Drive, Susanville, California 96130, before Judge Mark R. Nareau.<br><br>This hearing may change as explained below in Section 9.                                                                                                                                                                                                          |

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you do not need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

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

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Lassen (the "Court"), has been reached between Plaintiffs Jacqueline Marshall, Lance Phillips, Kristin Knowles, Christopher Anderson, Kayvan Marshall, Kane Edwards, Jordan Moser, Kyle Evans, Jenna Diaz, Terrianne Mauricio, Joann Lee, Teisleye Smith, Lauren Young, Heather Imhof, Stephanie Swisher, John Sickman, and Mark Harmon ("Plaintiffs") and Defendant PHI Health, LLC ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendant in California who were classified as non-exempt employees at any time during the Class Period.

The "Class Period" is August 2, 2019 through October 27, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

## 2. What is this class action lawsuit about?

On October 1, 2020, Plaintiffs filed a proposed class action Complaint in the Court alleging the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide required expense reimbursement, failure to provide accurate itemized wage statements, and failure to pay wages when due. On December 14, 2020, Defendant removed this class action Complaint to the United States District Court, Eastern District of California. In light of this Settlement, this class action was dismissed without prejudice once the Court grants preliminary approval.

On March 17, 2021, Plaintiff Jacqueline Marshall filed a separate Representative Action Complaint against in the Superior Court of the State of California, County of Lassen, Plaintiff Marshall asserted a claim for civil penalties under the Private Attorney General Act, California Labor Code §§ 2698, *et seq.* ("PAGA") based upon alleged violations of the Labor Code. As part of this Settlement, on November 10, 2021 Plaintiff filed a First Amended Complaint which added the Plaintiffs and all of the class action claims currently pending in the Class Action, to the case pending as the PAGA Action. This lawsuit is now referred to in this Class Notice as the "Action."

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due at the time of their termination; that Defendant did not fail to provide required expense reimbursement; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on July 26, 2022. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

## 3. What are the terms of the Settlement?

**Gross Settlement Amount.** Defendant has agreed to pay an "all in" amount of Three Hundred Thirty Thousand Dollars (\$330,000.00) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members, the Settlement Administration Expenses, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within thirty (30) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The "Effective Date" is the date the Judgment is entered, unless there are objections or an appeal, in which case, it is the date the entered Judgment is no longer subject to appeal or review. Fifteen (15) days after the Settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

**Amounts to be Paid From the Gross Settlement Amount.** The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Settlement Shares are made to Class Members who do not request exclusion ("Participating Class Members"):

- **Settlement Administration Expenses.** Payment to the Settlement Administrator, estimated not to exceed \$5,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$110,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payments.** A Class Representative Service Payment in an amount not more than \$6,500 to each of the Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what

Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- **PAGA Payment.** A payment of \$10,000 relating to Plaintiffs' claim under PAGA, \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$2,500 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is January 11, 2020 through October 27, 2021. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in California who were classified as non-exempt employees at any time during the PAGA Period.

**Calculation of Payments to Class Members.** After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$74,500. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of workweeks worked by the Participating Class Members during the Class Period to determine a dollar amount per week ("Weekly Rate"); and (b) the Settlement Administrator shall then take the number of workweeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share. The number of weeks worked will be based on Defendant's records, however, Class Members may challenge the number of weeks worked as explained below.

**If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

**Tax Matters.** One-third (1/3) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Two-thirds (2/3) of each Participating Class Member's Settlement Share is in settlement of claims for non-wages (expense reimbursement, penalties and interest) allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

**Conditions of Settlement.** This Settlement and your receipt of the Settlement Share payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

**Released Class Claims.** Upon the Effective Date, the Released Parties shall be released from the Participating Class Members of any and all claims that were alleged or could have been alleged based on the facts in the operative complaint in the Action which occurred or are alleged to have occurred during the Class Period ("Released Class Claims"), including claims for (1) violation of California Business and Professions Code § 17200 *et seq.*; (2) failure to pay overtime wages in violation of California Labor Code § 510, *et seq.*; (3) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, & 1197.1; (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) failure to reimburse employees for required expenses in violation of California Labor Code § 2802; (7) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and (9) violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA") based upon the forgoing alleged violations and claims that could have been alleged based on the foregoing violations. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and Class claims outside of the Class Period (although the payments available under this Agreement will not result in or trigger any additional benefits payments).

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

**Released PAGA Claims.** Upon the Effective Date, the Released Parties shall be released from the State of California and the Aggrieved Employees of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et seq.*, predicated on the violations of the applicable California Labor Code sections and applicable Wage Orders that were alleged or could have been alleged based on the facts in the LWDA Notices submitted by Plaintiffs and the operative complaint in the Action which occurred during the PAGA Period, irrespective of theory, including claims for PAGA penalties based on violations of California Labor Code sections 201 to 203, 204, 210, 226(a), 226.3, 226.7, 246, 351, 510, 512, 558(a)(a)(2), 1194, 1197, 1197.1, 1198, 2699, 2802, the California Industrial Welfare Commission Wage Orders, and any other claims asserted in the operative Complaint in the Action or in

the LWDA Notices submitted by Plaintiffs ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include, claims for vested benefits, wrongful termination, claims under the Fair Employment and Housing Act, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period (although the payments available under this Agreement will not result in or trigger any additional benefits payments).

The terms of the actual court-approved settlement agreement ultimately control.

#### **5. How much will my payment be?**

The Weekly Rate is estimated to be \$18.50. Defendant's records reflect that you worked «MERGED\_ClassWW» weeks during the Class Period (August 2, 2019 through October 27, 2021).

Based on this information, your estimated Settlement Share from the Net Settlement Amount is \$«MERGED\_ClassEstSettAmnt\_CALC».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than October 7, 2022.

#### **6. How can I get a payment?**

To get money from the Settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Simpluris, Inc. (888) 369-3780.

The Court will hold a Final Approval Hearing on December 8, 2022 at 10:00 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

#### **7. What if I don't want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than October 7, 2022. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Marshall v. PHI Health* lawsuit. The request to opt-out should state the Class Member's full name, address, telephone number, the last-four digits social security number for verification purposes, the approximate dates of employment in California by Defendant. Please include the name and number of the case, which is *Marshall v. PHI Health*, Case No. 63485. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is

Marshall v. PHI Health Settlement Administrator  
P.O. Box 26170  
Santa Ana, CA 92799

Written requests for exclusion that are postmarked after October 7, 2022, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### **8. How do I tell the Court that I don't agree with the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement. Objections may be in writing and should state your (the Class Member's) name, current address, telephone number, and the dates of your employment in California with Defendant, and describe why you object to the Settlement and whether you intend to appear at the Final Approval Hearing. All written objections or other correspondence should also state the name and number of the case, which is *Marshall v. PHI Health*, in the Superior Court of the State of California, County of Lassen, Case No. 63485.

The written objections must be mailed to the Settlement Administrator at P.O. Box 26170, Santa Ana, CA 92799 no later than October 7, 2022.

Alternatively, Class Members may appear remotely at the Final Approval Hearing on December 8, 2022 at 10:00 a.m. to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Remote appearances may

be permitted. To appear remotely at the hearing, you must schedule a remote appearance as explained on the Court's website at [https://www.lassencourt.ca.gov/online\\_services/remoteppearance.shtml](https://www.lassencourt.ca.gov/online_services/remoteppearance.shtml). You can make arrangements through Court Call at 1-888-882-6878 to make an appearance by phone.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object

The addresses for Parties' counsel are as follows:

**CLASS COUNSEL:**

Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik DeBlouw LLP  
2255 Calle Clara  
La Jolla, CA 92037  
Tel.: (858) 551-1223  
Fax: (858) 551-1232  
E-Mail: [kyle@bamlawca.com](mailto:kyle@bamlawca.com)

**COUNSEL FOR DEFENDANT:**

James C. Fessenden  
Kathryn M. Evans  
Fisher & Phillips LLP  
4747 Executive Drive, Suite 1000  
San Diego, California 92121

**9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 10:00 a.m. (Pacific Standard Time) on December 8, 2022, in Department 2 of the Superior Court of California, County of Lassen, Hall of Justice Courthouse, 2610 Riverside Drive, Susanville, California 96130, before Judge Mark R. Nareau. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the. If the hearing is continued, notice will be posted on Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Marshall v. PHI Health*. In addition, hearing dates are posted on the Internet via the Online Calendar page for the California Superior Court for the County of Lassen ([https://www.lassencourt.ca.gov/online\\_services/onlinecalendar.shtml](https://www.lassencourt.ca.gov/online_services/onlinecalendar.shtml)).

**10. How do I get more information about the Settlement?**

You may call the Settlement Administrator at (888) 369-3780 or write to *Marshall v. PHI Health* Settlement Administrator, P.O. Box 26170, Santa Ana, CA 92799.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is the controlling document. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Marshall v. PHI Health*. You may get more details by examining the Court's file on the Internet via the Online Case Search page for the California Superior Court for the County of Lassen ([https://www.lassencourt.ca.gov/online\\_services/casesearch.shtml](https://www.lassencourt.ca.gov/online_services/casesearch.shtml)) and entering the Case No. 63485. If you wish to view the Court files in person, you must submit a Research and Copy Request Form along with a valid ID to the Clerk's Office in the Hall of Justice, located at 2610 Riverside Drive, Susanville, CA 96130.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

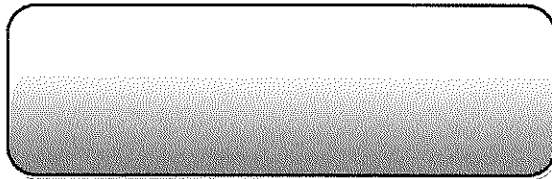
**IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Settlement Share.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Settlement Administrator shall direct all unclaimed funds to be paid to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member where you may claim the funds.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**Marshall v. PHI Health, LLC**  
P.O. Box 26170  
Santa Ana, CA 92799-9834

PRESORTED  
FIRST-CLASS MAIL  
US POSTAGE  
PAID  
SIMPLURIS INC

**THE ENCLOSED NOTICE IS IMPORTANT AND/OR TIME SENSITIVE**



Seal below the  
dashed line to find  
for postal markings.

# EXHIBIT B



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800-779-2104 www.simpluris.com

|                |            |               |                           |
|----------------|------------|---------------|---------------------------|
| Estimate #:    | 14041V2    | Prepared By:  | Mike Sutherland           |
| Estimate Date: | 10/27/2021 | Direct Dial # | 321-223-5067              |
|                |            | Email:        | msutherland@simpluris.com |

**Plaintiff Attorney**  
Attorney/Client: Kyle Nordrehaug  
Firm: Blumenthal Nordrehaug & Bhowmik  
Email: kyle@bamlawca.com

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

Case Name: PHI Health: Opt Out Settlement

|                               |                |
|-------------------------------|----------------|
| <b>Anticipated Total Cost</b> | <b>\$4,936</b> |
| <b>Capped Fee*</b>            | <b>\$4,295</b> |

**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: | 65               | Undeliverable Rate: | 10%       |
| Response Rate:             | 1%               | Call Rate:          | 5%        |
| Mailing Document Language: | English, Spanish | Fund Distribution:  | Simpluris |
| Reminder Postcard:         | Yes              | Redistribution:     | None      |
| Unclaimed Funds:           | State            | State(s):           | One       |
|                            |                  | 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   | 1          | \$125.00   |
| Translation and mailing in Spanish                                         | \$1,000.00 | 1          | \$1,000.00 |
| Database Manager - Initial Data Analysis                                   | \$140.00   | 1          | \$140.00   |
| Total                                                                      |            |            | \$1,265.00 |

### Notification

| Notice Packet: 6 pg Notice With Enclosed / Detachable Card - Double Sided - English |            |            |          |
|-------------------------------------------------------------------------------------|------------|------------|----------|
| Category                                                                            | Unit Value | # of Units | Total    |
| Mail Notice Pack                                                                    | \$1.00     | 65         | \$65.00  |
| Postage                                                                             | \$0.58     | 65         | \$37.70  |
| NCOA/CASS/LACS                                                                      | \$0.15     | 65         | \$9.75   |
| Undeliverable Processing                                                            | \$0.25     | 7          | \$1.63   |
| Skip Trace RUM                                                                      | \$1.50     | 7          | \$9.75   |
| Remail                                                                              | \$1.25     | 6          | \$6.91   |
| Postage                                                                             | \$0.58     | 6          | \$3.20   |
| Reminder Post Card                                                                  | \$1.00     | 33         | \$32.50  |
| Postage                                                                             | \$0.36     | 33         | \$11.70  |
| Mailing Supervisor                                                                  | \$50.00    | 1          | \$50.00  |
| Total                                                                               |            |            | \$228.14 |

### Call Center

| Establish Case Specific Toll Free Number  |            |            |          |
|-------------------------------------------|------------|------------|----------|
| Category                                  | Unit Value | # of Units | Total    |
| Customer Service Reps/Call Center Support | \$75.00    | 2          | \$150.00 |
| Total                                     |            |            | \$150.00 |



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### Administration

| Process Mail, 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     | 0                   | \$1.14   |
| 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                                       |            |                     | \$383.64 |

| <b>Distribution</b>                      |            |            |            |
|------------------------------------------|------------|------------|------------|
| Setup a Disbursement Account             |            |            |            |
| Print & Mail Checks to Class Members:    |            |            |            |
| 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, Attorney Awards      | \$3.00     | 65         | \$195.00   |
| Postage                                  | \$0.58     | 65         | \$37.70    |
| Process Returned Checks                  | \$0.50     | 1          | \$0.33     |
| Skip Trace Search Undeliverable Checks   | \$5.00     | 1          | \$3.25     |
| Remail Checks (Includes Postage)         | \$4.00     | 1          | \$2.60     |
| QSF Account Reconciliation               | \$250.00   | 1          | \$250.00   |
| State Tax reporting,                     | \$350.00   | 1          | \$350.00   |
| QSF Annual Tax Preparation Fee, One year | \$750.00   | 1          | \$750.00   |
| QSF Reporting/Declaration                | \$300.00   | 1          | \$300.00   |
| Reissuing Checks/1099/Mailing            | \$5.00     | 1          | \$4.88     |
| Postage                                  | \$0.58     | 1          | \$0.57     |
| Escheat management                       | \$75.00    | 1          | \$75.00    |
| Disbursement Manager                     | \$125.00   | 1          | \$125.00   |
| Total                                    |            |            | \$2,609.32 |



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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 | \$78.60 | <b>Total Case Costs</b> | <b>\$4,936.09</b> |
|---------|---------|-------------------------|-------------------|