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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- SPRING STREET COURTHOUSE

ASHLEY SIMPSON, individually, and on behalf
of other members of the general public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

CHOICE HOMECARE, INC., a California
corporation, and DOES 1 through 100,
inclusive,

Defendants.

Case No. 19STCV20172

Honorable Kenneth R. Freeman
Dept SSC14

CLASS ACTION

**DECLARATION OF LINDSAY
KLINE FOR SIMPLURIS, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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1. I am employed as a Case Manager by Simpluris, Inc. (“Simpluris”), the settlement administrator in the above-entitled action. My business address is 3194-C Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5635. I am over 21 years of age and authorized to make this declaration on behalf of Simpluris and myself.

3. Simpluris was appointed by the Court as Settlement Administrator to administer the settlement in accordance with the terms of the Settlement and Release Agreement (the “Settlement”). Simpluris has been responsible, among other things, for: (a) printing and mailing the Notice of Class Action Settlement (“Class Notice”); (b) receiving and re-mailing undeliverable Class Notices; (c) calculating each Class Member’s estimated *pro rata* share of the Net Settlement Fund (“Individual Settlement Share”) based on the number of calendar weeks that he or she worked for Defendant as an hourly non-exempt employee during the period from June 11, 2015 through July 19, 2021 (“Qualifying Workweeks”) and each PAGAPAGA Employee’s estimated *pro rata* share of the PAGA Employee Portion (“Individual PAGA Payment”) based on the number of calendar weeks that he or she worked for Defendant as an hourly non-exempt employee during the period from June 11, 2018 through July 19, 2021 (“PAGA Workweeks”); (d) receiving and validating any written disputes from Class Members or PAGA Employees regarding their Qualifying Workweeks, PAGA Workweeks, or other information stated in their Class Notice (“Workweeks Dispute”), written objections to the Settlement (“Objections”), address changes, and/or written requests to be excluded from the Class Settlement (“Requests for Exclusion”); (e) and answering questions from Class Members. If the Court grants final approval of the Settlement, Simpluris will be responsible, among other things, for: (f) calculating Individual Settlement Payments and Individual PAGA Payments, distributing funds, and tax-reporting

1 following final approval; (g) mailing settlement checks; (h) and for such other tasks as the Parties
2 mutually agree or the Court orders Simpluris to perform.

3 **NOTIFICATION TO THE CLASS**

4 4. On July 20, 2021, Simpluris received the Court-approved Class Notice from Class
5 Counsel. The Class Notice advised Class Members of their right to opt out from the Class Settlement,
6 object to the Class Settlement, or do nothing, and the implications of each such action. The Class
7 Notice advised Class Members of applicable deadlines and other events, including the Final Approval
8 Hearing, and how Class Members could obtain additional information. The Class Notice was pre-
9 printed with the name and address of the Class Member or PAGA Employee, Qualified Workweeks
10 used to calculate his/her estimated Individual Settlement Share, his/her estimated Individual Settlement
11 Payment and Individual PAGA Payment, and instructions for challenging the Qualified Workweeks
12 and PAGA Workweeks. A true and correct copy of an exemplar Class Notice in English is attached
13 hereto as **“EXHIBIT A”**.

14 5. On August 2, 2021, Counsel for Defendant provided Simpluris with a mailing list
15 containing the names, last known addresses, Telephone Numbers, Social Security Numbers, as well as
16 the number of Qualifying Workweeks for each Class Member and the number of PAGA Workweeks
17 for each PAGA Employee (“Class List”). The Class List contained data for two thousand five hundred
18 and five (2,505) unique individuals identified as Class Members.

19 6. The mailing addresses contained in the Class List were processed and updated utilizing
20 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
21 NCOA contains changes of address filed with the U.S. Postal Service. In the event that any individual
22 had filed a U.S. Postal Service change of address request, the address listed with the NCOA was utilized
23 in connection with the mailing of the Class Notice. Of those two thousand five hundred and five (2,505)
24 addresses, Simpluris was able to update two hundred thirty-eight (238) new addresses.

25 7. On October 22, 2021, after updating the mailing addresses through the NCOA, Class
26 Notices were mailed via First Class Mail to the two thousand five hundred and five (2,505) Class
27 Members contained in the Class List. The Class Notice advised Class Members that they could submit
28 a written Request for Exclusion, Objection, and/or Workweeks Dispute postmarked by December 6,

2021 (“Response Deadline”).

8. As of this date, a total of one hundred seventy-four (174) Class Notices were returned to Simpluris by the Post Office, of which twenty-four (24) had a forwarding address. For the one hundred fifty (150) Class Notices without forwarding addresses, Simpluris performed an advance address search (i.e. skip trace) to locate an updated address using Accurint. Simpluris used the Class Member’s name and previous address to locate an updated address. Through the advance address searches, Simpluris was able to locate one hundred thirty three (135) updated addresses. Ultimately, there were fifteen (15) Class Notices that remain undeliverable.

EXCLUSIONS AND OBJECTIONS

9. As of this date, Simpluris has received one (1) valid Request for Exclusion from Lesly Romero.

10. As of this date, Simpluris has not received any Workweeks Disputes.

11. Class Members who wished to object to the Class Settlement were directed to submit an Objection to the Settlement Administrator. As of this date, Simpluris has not received any Objections.

BREAKDOWN OF SETTLEMENT FUND

12. As of this date, there are two thousand five hundred and four (2,504) Class Members who will be paid their portion of the Net Settlement Amount.

13. The Net Settlement Amount available to Settlement Class Members is estimated to be \$1,264,141.70, and was calculated by subtracting the requested attorneys’ fees (\$702,000.00), the amount allocated for litigation costs and expenses (\$45,000.00), the requested Enhancement Payment (\$15,000.00), the requested Settlement Administration Costs (\$25,274.00), and the PAGA Amount (\$312,000.00) from the Gross Settlement Amount (\$2,363,415.70).

14. Pursuant to the Settlement, 25% of the PAGA Amount (\$78,000.00) will be allocated to PAGA Employees regardless of whether he or she opts outs of the Class Settlement (“PAGA Employee Portion”); PAGA Employees cannot opt out of the PAGA Settlement. The PAGA Employee Portion is allocated on a *pro rata* basis using their PAGA Workweeks.

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1 15. The *highest* Individual PAGA Payment to a PAGA Employee is currently estimated to
2 be approximately \$108.85, the *average* Individual PAGA Payment is currently estimated to be
3 approximately \$41.82. There are one thousand eight hundred sixty-two (1,862) PAGA Employees,
4 including the Class Member who requested exclusion.

5 16. The *highest* Individual Settlement Share to a Settlement Class Member is currently
6 estimated to be approximately \$1,980.85, the *average* Individual Settlement Share is currently estimated
7 to be approximately \$504.65. These amounts are subject to employee-side tax and withholdings.

8 17. As of this date, the estimated Employer Taxes that will be paid by Defendant in addition
9 to the Gross Settlement Amount is \$49,957.36.

10 **ADMINISTRATION COSTS**

11 18. Simpluris' total costs for services in connection with the administration of this Settlement,
12 including fees incurred and anticipated future costs for completion of the administration, are \$25,274.00.
13 Simpluris' work in connection with this matter will continue with the calculation of the settlement checks,
14 issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such
15 payments. Attached as "**EXHIBIT B**" is a true and correct copy of the invoice stating the Settlement
16 Administration Costs.

17
18 I declare under penalty of perjury under the laws of the State of California that the foregoing is
19 true and correct. Executed this 1st day of February 2022, in Costa Mesa, CA.

20
21 
22 Lindsay Kline

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Ashley Simpson v. Choice Home Care, Inc.
Superior Court of California, County of Los Angeles, Case No. 19STCV20172

«IMbFullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Barcode_Encoded_128554»

You have received this Notice because records of Choice Home Care, Inc. (“Defendant” or “CHC”) indicate that you are or were employed by Defendant during the time period from June 11, 2015 through July 19, 2021 as an hourly non-exempt employee.

You do not need to take any action to receive payment under the settlement reached in the Action and your legal rights may be affected.

This Notice is designed to advise you of your rights and options, such as how you can object to or request to be excluded from the Class Settlement, if you so choose.

PLEASE READ THIS NOTICE CAREFULLY. This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Class Settlement.

By order of the Superior Court of California for the County of Los Angeles (the “Court” or “Los Angeles County Superior Court”), in the case entitled *Ashley Simpson v. Choice Home Care, Inc.*, Los Angeles County Superior Court, Case No. 19STCV20172 (“Action”), preliminary approval of a proposed class action settlement was granted on July 19, 2021. A hearing shall be held on March 1, 2022 (“Final Approval Hearing”) to determine whether final approval of the settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Ashley Simpson (“Plaintiff”) and Defendant (Plaintiff and Defendant are collectively referred to as the “Parties”) in the above-entitled action, which may affect your legal rights.

I. DEFINITIONS

“**Class**” means all hourly non-exempt individuals who worked for Defendant during the Class Period.

“**Class Member**” means a member of the Class.

“**Class Period**” means the period from June 11, 2015 through July 19, 2021.

“**PAGA Employee**” means Plaintiff and all Class Members who worked for Defendant during the PAGA Period.

“**PAGA Period**” means the period from June 11, 2018 through July 19, 2021.

II. BACKGROUND OF THE ACTION

On June 11, 2019, Plaintiff commenced the Action by filing the Class Action Complaint for Damages. On October 11, 2019, Plaintiff filed a First Amended Class Action Complaint for Damages. On December 30, 2019, Plaintiff filed a Second Amended Class Action Complaint for Damages. On April 6, 2021, Plaintiff filed the Third Amended Class Action Complaint for Damages & Enforcement

Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”).

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages; failed to provide compliant meal breaks and associated premiums; failed to provide compliant rest breaks and associated premiums; failed to timely pay wages during employment and at termination and associated penalties including waiting time penalties; failed to provide accurate wage statements; failed to maintain requisite payroll records; failed to reimburse business expenses; and thereby, engaged in unfair business practices in violation of the California Business and Professions Code and conduct giving rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, business expenses, restitution, penalties, interest, attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law, and contends that at all times it has complied with the law.

The Parties participated in two (2) mediation sessions with a respected class action mediator, and as a result of the mediation sessions, the Parties reached a settlement. The Parties have since entered into the Settlement and Release Agreement (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on July 19, 2021. The Court has appointed Simpluris, Inc. as the administrator of the settlement (“Settlement Administrator”). The Court has also preliminarily appointed Plaintiff Ashley Simpson as representative of the Class (“Class Representative”) and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

Lawyers for Justice, PC
Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203

If you are a Class Member, you need not take any action to receive payment under the settlement, but you have the opportunity to request exclusion from or object to the Settlement if you so choose, as explained more fully in Section IV below.

The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the settlement is fair, reasonable, and adequate, and is in the best interests of the Class.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Gross Settlement Amount is Two Million Three Hundred Sixty Three Thousand Four Hundred Twenty Five Dollars and Seventy Cents (\$2,363,425.70). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit timely and valid Request for Exclusions seeking exclusion from the Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees (\$702,000) to Class Counsel; (2) reimbursement of litigation costs and expenses in an amount not to exceed \$45,000 to Class Counsel; (3) Enhancement Award in the amount of Fifteen Thousand Dollars (\$15,000.00) to Plaintiff; (4) Administration Costs (which are currently estimated not to exceed \$25,000) to the Settlement Administrator; and (5) the amount of Three Hundred Twelve Thousand Dollars and Zero Cents (\$312,000) allocated to penalties pursuant to PAGA (“PAGA Amount”) of which seventy-five percent (75%) (i.e., \$234,000) will be paid to the Labor and Workforce Development Agency (“LWDA Payment”), and twenty-five (25%) of the PAGA Amount, or \$78,000 (the “PAGA Employee Portion”), will be distributed to PAGA Employees on a *pro rata* basis.

Each Settlement Class Member will be entitled to receive payment under the settlement of his or her share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of calendar weeks he or she worked at least one day during the Class Period (“Qualifying Workweeks”). Individual Settlement Shares will be calculated by the Settlement Administrator who will divide the Net Settlement Amount by the total number of Qualifying Workweeks worked by all Settlement Class Members to arrive at a “Weekly Amount.” The Settlement Administrator will then multiply the Weekly Amount by each Settlement Class Member’s individual number of Qualifying Workweeks.

Each Individual Settlement Share is considered to be twenty percent (20%) as wages (to be reported on an IRS Form W2) and eighty percent (80%) as penalties, interest, and other non-wage damages (to be reported on an IRS Form 1099, if applicable). Settlement Class Members will be issued payment of their Individual Settlement Share after reduction for the applicable employee's share of payroll taxes with respect to the wages portion of the Individual Settlement Share.

Each PAGA Employee will be entitled to receive payment under the settlement of his or her share of the PAGA Employee Portion ("Individual PAGA Payment") based on the number of calendar weeks he or she worked at least one day during the PAGA Period. Individual PAGA Payments will be calculated by the Settlement Administrator who will divide the PAGA Employee Portion by the total number of Qualifying Workweeks worked by all PAGA Employees to arrive at a "PAGA Weekly Amount." The Settlement Administrator will then multiply the PAGA Weekly Amount by each PAGA Employee's individual number of Qualifying Workweeks.

Each Individual PAGA Payment is considered to be one hundred percent (100%) as penalties, interest, and other non-wage damages (to be reported on an IRS Form 1099, if applicable).

If the Court grants final approval of the settlement, payments will be mailed to the address that is on file with the Settlement Administrator. Please also note, Defendant is scheduled to fund the Gross Settlement Amount in four (4) installments over a 19 month period, therefore you may not receive payment until after full funding of the Gross Settlement Amount. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment that you may be entitled to.**

B. Your Qualifying Workweeks Based on Defendant's Records

According to Defendant's records, you are credited as having worked «MERGED_ClassWW» Qualifying Workweeks.

If you wish to dispute the Qualifying Workweeks credited to you, you must mail a written statement to the Settlement Administrator ("Workweek Dispute"), postmarked **no later than December 6, 2021**, at the following address:

Simpson v. Choice Home Care, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (866) 606-1504

A Workweek Dispute must: (a) state the Class Member's full name, address, and telephone number; (b) state the case name and number of the Action (in this case, *Ashley Simpson v. Choice Home Care, Inc.*, Los Angeles County Superior Court, Case No. 19STCV20172); (c) state the words "Dispute" or "Workweek Dispute"; (d) describe, in clear and concise terms, the number of Qualifying Workweeks the Class Member contends is correct; (e) attach any documentation the Class Member has that supports his or her contention; and (f) be postmarked or fax-stamped on or before the December 6, 2021.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment Are based on the number of Qualifying Workweeks credited to you.

Under the terms of the Settlement:

- **Your gross Individual Settlement Share is estimated to be \$«MERGED_Class_EstSettAmnt_CALC».**
- **Your gross Individual PAGA Payment is estimated to be \$«MERGED_PAGA_EstSettAmnt_CALC».**

The settlement approval process may take six months or more. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual payment may be higher or lower than estimated.

D. Released Claims

"Released Claims" means any and all claims and causes of action, known or unknown, contingent or accrued, arising during the period from June 11, 2015 through July 19, 2021, out of the facts and claims asserted in the Action, or any other claims or causes of action that could have reasonably been asserted in the Action based on the facts alleged in the Operative Complaint, including but not limited to under California Labor Code §§ 510 and 1198 and Fair Labor Standards Act § 207, for unpaid overtime, as well as under California Labor Code §§ 201, 202, 226, 226.7, 510, 512, 552, 552, 1194, 1197, 1197.1, 1198, 1454, 2800, 2802, for unpaid meal period premiums,

unpaid rest period premiums, unpaid minimum wages, unpaid reporting time pay, failure to provide a day of rest, final wages not timely paid, non-compliant wage statements, failure to maintain payroll records, and unreimbursed business expenses; claims for civil penalties pursuant to the California Labor Code Private Attorneys General Act based on the aforementioned alleged violations of the California Labor Code; and violation of California Business and Professions Code Section 17200 et seq. based on the aforementioned alleged violations of California and Federal law. Notwithstanding the above, all PAGA Employees will be bound to the settlement and release of the Released Claims for claims for civil penalties pursuant to the California Labor Code Private Attorneys General Act based on the claims asserted in the PAGA pre-filing notice and Operative Complaint irrespective of whether they submit a Request for Exclusion.

Upon the Effective Date, Plaintiff and Settlement Class Members will be deemed to have released CHC, and its owners, employees, and their insurers, attorneys and all agents thereof from the Released Claims.

E. Attorneys' Fee and Cost

Class Counsel will seek attorneys' fees in an amount not to exceed Seven Hundred and Two Thousand Dollars (\$702,000) and reimbursement of actual litigation costs and expenses in an amount not to exceed Forty Five Thousand Dollars (\$45,000), subject to approval by the Court (together, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award

In consideration for her service in connection with the Action, Plaintiff will seek an Enhancement Award in the amount of Fifteen Thousand Dollars (\$15,000), to be paid from the Gross Settlement Amount subject to approval by the Court. If awarded, the Enhancement Award shall be paid to Plaintiff in addition to her Individual Settlement Share under the Settlement.

G. PAGA Amount

As explained above, Three Hundred Twelve Thousand Dollars (\$312,000) of the Gross Settlement Amount is allocated for penalties pursuant to PAGA (i.e., PAGA Amount). Pursuant to California Labor Code section 2699(i), and subject to approval by the Court under California Labor Code section 2699(1), seventy-five percent (75%) of the PAGA Amount (i.e., \$234,000) will be paid to the Labor and Workforce Development Agency and the remaining twenty-five percent (25%) of the PAGA Payment (i.e., \$78,000) (the "PAGA Employee Portion"), will be distributed on a *pro rata* basis to PAGA Employees.

H. Settlement Administration

Payment to the Settlement Administrator, Simpluris, Inc., is estimated not to exceed Twenty-Five Thousand Dollars (\$25,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of distributing this Notice, processing Requests for Exclusion, objections, and Workweek Disputes, calculating Individual Settlement Shares, calculating and remitting applicable taxes, and distributing payments and tax forms under the settlement. The Administration Costs will be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS UNDER THE SETTLEMENT?

A. Participate in the Settlement

If you want to receive money from the settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Share. If you wish to exclude yourself from the Settlement, you must submit a written request to the Settlement Administrator ("Request for Exclusion"). Unless you elect to exclude yourself from the Settlement by submitting a timely and valid Request for Exclusion, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the claims described in Section III.D above. You will not be separately responsible for the payment of attorney's fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and litigation expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement described in this Notice, you may seek exclusion from the Settlement by submitting a signed written request to the Settlement Administrator ("Request for Exclusion"). **A timely and complete Request for Exclusion**

must (a) state the Class Member's full name, address, and telephone number; (b) state the case name and number of the Action (in this case, *Ashley Simpson v. Choice Home Care, Inc.*, Los Angeles County Superior Court, Case No. 19STCV20172); (c) state the words "Request for Exclusion" or "Opt Out"; (d) clearly state that the Class Member wishes to be excluded from the Settlement; and (e) be postmarked or fax-stamped on or before the December 6, 2021.

A Class Member who does not request exclusion from the Settlement by submitting a timely and valid Request for Exclusion will be a Settlement Class Member and will be bound by the Settlement if the Court grants final approval of the Settlement.

PAGA Employees will receive their Individual PAGA Payment and be bound to the settlement and release of the Released Claims for claims for civil penalties pursuant to the California Labor Code Private Attorneys General Act based on the claims asserted in the PAGA pre-filing notice and Operative Complaint regardless of whether they submit a Request for Exclusion.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a timely and valid Request for Exclusion.

If you want to object to the Settlement, you must submit a written objection to the Settlement Administrator ("Objection"). A complete and timely Notice of Objection must: (a) contain the full name, address, and signature of the objecting Class Member or his or her attorney; (b) clearly explain why the Class Member objects to the Settlement; (c) attach all supporting papers, if any which the Class Member is relying on; (d) state whether the Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing; and (e) be postmarked or fax-stamped on or before the December 6, 2021. If you submit an Objection, you can hire an attorney at your own expense to represent you in your objection, however, this is not necessary as the Court will hear your objection at the Final Approval Hearing whether or not you have hired an attorney. **Even if you submit an Objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth below, if the Settlement is finally approved by the Court.**

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Los Angeles County Superior Court, in Department SSC14 of the Spring Street Courthouse located at 321 N. Spring Street, Los Angeles, California 90012, on March 1, 2022, at 11:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the request for Attorneys' Fees and Cost, Enhancement Award, and Administration Costs. A copy of the Court's Final Approval Order and Judgment will be available on the Settlement Administrator's website at www.simpluris.com/case-information/ for no less than sixty (60) days following entry.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may also view the Settlement Agreement and documents filed in the actions by visiting the Office of the Clerk of the Los Angeles Superior Court at the Stanley Mosk Courthouse located at 111 North Hill Street, Los Angeles, California 90012 ("Office of the Clerk"). In light of COVID-19, you must call the Office of the Clerk at (213) 830-0800, between 8:30 a.m. and 4:30 p.m. Monday through Friday, to make a reservation to view the records.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THE SETTLEMENT.

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: 1-(866) 606-1504.

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.

EXHIBIT B



Class Action Settlement Administration

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

Estimate #: 12417V2
Estimate Date: 10/20/2020

Prepared By: Michael Sutherland
Direct Dial #: 321-223-5067
Email: msutherland@simpluris.com

Plaintiff Attorney

Attorney/Client: **Joanna Ghosh**
Firm: **Lawyers for Justice**

Defense Attorney

Attorney/Client:
Firm:
Email:

Case Name: Simpson v. Choice HomeCare, Inc. : Settlement

Anticipated Total Cost	\$25,731
Discount Given	\$457
Capped Fee*	\$25,274

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:	2,700	Undeliverable Rate:	20%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English/Spanish	Redistribution:	No
Reminder Postcard:	No	State(s):	CA
Uncashed Funds:	Escheat	Tax Reporting Years	Twp/2022/2023

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Notice Packet Documents

Static Website: Post Orders and Settlement Agreement

Category	Unit Value	# of Units	Total
Project Manager - Case Setup, Web Posting	\$125.00	6	\$750.00
Translation	\$0.25	3000	\$750.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$2,340.00

Notification

Notice Packet: 8 Pages - Double Sided - English/Spanish

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.25	2,700	\$3,375.00
Postage	\$0.44	2,700	\$1,188.00
NCOA/CASS/LACS	\$0.10	2,700	\$270.00
Undeliverable Processing	\$0.25	540	\$135.00
Skip Trace RUM	\$1.50	540	\$810.00
Remail	\$1.25	459	\$573.75
Postage	\$0.44	459	\$201.96
Clerical	\$50.00	3	\$150.00
Total			\$6,703.71

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	6	\$450.00
800 # Charges	\$0.10	360	\$36.00
Total			\$486.00

Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	2	\$250.00
Resolving Mismatched TINs	\$75.00	2	\$150.00
Dispute/Dificiencies-Send One Cure Letter	\$2.50	27	\$67.50
Opt Out Processing	\$1.00	27	\$27.00
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	3	\$375.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$919.50

Distribution

Setup a Disbursement Account-Receive payments over 18 Months. Three Tax Years

Print & Mail Checks to Class Members-1099's/W-2's-- File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	4	\$560.00
Disbursement Manager - Data Validation	\$75.00	2	\$150.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail-Check	\$2.50	2,700	\$6,750.00
Postage	\$0.44	2,700	\$1,188.00
Process Returned Checks	\$0.50	54	\$27.00
Skip Trace Search Undeliverable Checks	\$3.00	54	\$162.00
Remail Checks	\$4.00	54	\$216.00
Postage	\$0.44	54	\$23.76
QSF Account Reconciliation	\$250.00	2	\$500.00
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee, 2022/2023	\$1,000.00	2	\$2,000.00
Reissuing Checks/Mailing	\$5.00	41	\$202.50
Reissuing W2s/1099s	\$5.00	41	\$202.50
Disbursement Agent	\$75.00	1	\$75.00
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Escheat Management-State	\$500.00	1	\$500.00
Disbursement Manager	\$125.00	6	\$750.00
Total			\$14,681.76



Class Action Settlement Administration

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

Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$600.00

Postage	\$2,601.72	Total Case Costs	\$25,730.97
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All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

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

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

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

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