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9 *Attorneys for Plaintiffs and the Class*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF YOLO**

12 IGNACIO PEREZ, and LISZANDRA
13 PADILLA, individually, and on behalf of other
14 members of the general public similarly
15 situated; and KAREN RIOS, individually, and
16 on behalf of other members of the general
17 public similarly situated, and on behalf of
18 other aggrieved employees pursuant to the
19 California Private Attorneys General Act,

20 Plaintiffs,

21 vs.

22 COMMUNICARE HEALTH CENTERS, a
23 California corporation; and DOES 1 through
24 100, inclusive,

25 Defendants.

Case No.: CV-2019-469

Honorable Timothy Fall
Department 11

CLASS ACTION

**DECLARATION OF JARROD SALINAS
OF PHOENIX SETTLEMENT
ADMINISTRATORS REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: May 17, 2023
Time: 9:00 a.m.
Department: 11

Complaint Filed: March 7, 2019
FAC Filed: June 4, 2019
SAC Filed: September 5, 2019
TAC Filed: December 12, 2019
FAC Filed: June 28, 2022

Trial Date: None Set

1 4. On February 1, 2023, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On February 9, 2023, Phoenix mailed the Notice via U.S. first class mail to all four
6 hundred fifty-four (454) Class Members on the Class List. A true and correct copy of the mailed
7 Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, nineteen (19) Notices have been returned to
9 Phoenix. None were returned with a forwarding address. For the nineteen (19) Notices returned
10 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
11 address using TransUnion TLOxp, one of the most comprehensive address databases available for
12 skip tracing. Of the nineteen (19) Notices that were skip traced, eighteen (18) updated addresses
13 were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

14 7. As of the date of this declaration, one (1) Notice remains undeliverable since an
15 updated address could not be obtained via skip trace.

16 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
17 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
18 April 10, 2023.

19 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
20 from Class Members. The deadline for objecting to the Class Settlement was April 10, 2023.

21 10. As of the date of this declaration, Phoenix has received one (1) Workweek dispute
22 from a Class Member. This dispute was resolved by Phoenix, as the class member was confused
23 and, rather than disputing the Workweeks credited to her, she returned the Workweeks Dispute form
24 to assert that she had not signed a prior Settlement Agreement with Defendant. Defendant’s records
25 conformed with the Class Member’s account of never having signed a settlement agreement. The
26 deadline for submitting a dispute was April 10, 2023.

27 11. There are four hundred fifty-four (454) Class Members who did not submit timely
28 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing

1 100% of the Class. Settlement Class Members have worked a collective total of forty-nine thousand
2 one hundred ninety-five (49,195) Workweeks during the Class Period. Therefore, *the escalator*
3 *clause was not triggered.*

4 12. Each Workweek for Class Members who had been previously paid by the Defendant
5 to settle claims in the Litigation (“Paid Class Members”) is valued at approximately \$1.64. Each
6 Workweek for Class Members who had not been previously paid by the Defendant to settle claims
7 in the Litigation (“Unpaid Class Members”) is valued at approximately \$22.45.

8 13. The Net Settlement Fund of \$189,500.00 available to pay Settlement Class Members
9 was determined by subtracting the requested Class Counsel attorneys’ fees (\$262,500.00), and Class
10 Counsel litigation costs (\$25,000.00), requested Enhancement Payments to Plaintiffs Ignacio Perez
11 and Karen Rios of \$7,500.00 each and to Lizandra Padilla of \$2,500.00 (for a total of \$17,500.00),
12 the PAGA Penalties (\$65,000.00), the Prior Payment Credit to Defendant (\$200,000.00), and the
13 requested Settlement Administration Costs (\$8,000.00) from the Maximum Settlement Amount
14 (\$767,500.00).

15 14. Based upon the calculations stipulated in the Settlement, the highest Individual Class
16 Share to be paid to a Paid Class Member is approximately \$501.43, while the average Individual
17 Class Share to be paid to a Paid Class Member is approximately \$198.07. Settlement Class Members
18 will be issued payment of their Individual Class Shares subject to reduction for the employee’s share
19 of taxes and withholdings with respect to the wages portion of the Individual Class Share (the net
20 payment, plus any Individual PAGA Share to which the Paid Settlement Class Member may be
21 entitled, is their “Individual Settlement Payment”).

22 15. Based upon the calculations stipulated in the Settlement, the highest Individual Class
23 Share to be paid to an Unpaid Class Member is approximately \$6,667.33, while the average
24 Individual Class Share to be paid to an Unpaid Class member is approximately \$1,316.92.
25 Settlement Class Members will be issued payment of their Individual Class Shares subject to
26 reduction for the employee’s share of taxes and withholdings with respect to the wages portion of
27 the Individual Class Share (the net payment, plus any Individual PAGA Share to which the Unpaid
28 Settlement Class Member may be entitled, is their “Individual Settlement Payment”).

16. Additionally, \$65,000.00 of the Maximum Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or \$48,750.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or \$16,250.00, of which shall be paid to all Settlement Class Members who worked for Defendant during the PAGA Period. There are two hundred thirty-nine (239) Class Members who worked a total of eleven thousand one hundred twenty-five (11,125) Workweeks during the PAGA Period. The highest Individual PAGA Share to be paid is approximately \$99.33, and the average Individual PAGA Share to be paid is approximately \$67.99.

17. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in addition to the Maximum Settlement Amount.

18. Phoenix's costs associated with the administration of this matter are \$8,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed this 25th day of April 2023, at Orange, California.

Jarrood Salinas
JARROD SALINAS

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO

Ignacio Perez, et al. v. CommuniCare Health Centers
Case No. CV2019-469

Indicate Name/Address Changes, if any:

«Contact»

«Address_1» «Address_2»

«City», «State» «ZIP_Code»

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.

COMMUNICARE HEALTH CENTERS WILL NOT RETALIATE AGAINST YOU FOR PARTICIPATING IN THIS SETTLEMENT.

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Ignacio Perez and Karen Rios (together, “Plaintiffs”) and Defendant CommuniCare Health Centers (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the cases entitled *Ignacio Perez v. CommuniCare Health Centers*, Yolo County Superior Court, Case No. CV2019-469 and *Karen Rios v. CommuniCare Health Centers*, Yolo County Superior Court, Case No. CV2020-1659 (together, “Litigation”), which may affect your legal rights. On December 2, 2022, the Court granted preliminary approval of the settlement and scheduled a hearing May 17, 2023 at 9:00 a.m. (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

The purpose of this Class Notice is to inform you of the Settlement of this class action and your legal rights under the Settlement as follows:

- Defendant has agreed to settle the Litigation brought on behalf of all persons who work or worked for Defendant in California as an hourly-paid or non-exempt employee (excluding licensed clinicians) (“Class Members” or “Class”) during the period from March 7, 2015 through January 1, 2021 (the “Class Period”).
- Plaintiffs allege that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* and engaged in conduct that gives rise to civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.
- Defendant denies all of the allegations in the Litigation and denies that it violated any law.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Participate in the Settlement	If you are a Class Member, you do not need to take any action and will automatically receive a payment if you do not exclude yourself. If you accept a payment and do not exclude yourself you will give up certain rights as set forth on page 4 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Request Exclusion from the Settlement	If you choose to be excluded from the Class Settlement, you will not receive any payment under the Class Settlement. You must submit a timely and valid written request for exclusion to the Settlement Administrator, as provided below. This is the only option that allows you to bring your own claim against Defendant about the legal claims in this case. The Settlement will bind all Class Members who do not request exclusion (“Settlement Class Members”). However, any Class Member who submits a timely and valid Request to be Excluded will still be bound by the PAGA release contained in the agreement and will receive his or her Individual PAGA Share, if applicable.
Object to the Settlement	You may object to the Settlement only if you have not submitted a Request to be Excluded. You must submit a timely and valid written objection to the Settlement Administrator or appear at the Final Approval Hearing with or without submitting an Objection, as provided below.

WHY DID YOU RECEIVE THIS NOTICE?

You have received this Notice because Defendant’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

WHAT IS THIS LAWSUIT ABOUT?

On March 7, 2019, Ignacio Perez commenced a putative class action lawsuit by filing the Class Action Complaint for Damages (“*Perez Complaint*”) in Yolo County Superior Court, Case No. CV2019-469 (“*Perez Action*”). On June 4, 2019 Ignacio Perez filed a First Amended Class Action Complaint for Damages. On September 5, 2019, Ignacio Perez filed a Second Amended Class Action Complaint for Damages. On December 12, 2019 Ignacio Perez filed a Third Amended Class Action Complaint for Damages. The *Perez Complaint* alleges putative wage and hour causes of action on behalf of all current and former hourly-paid or non-exempt employees (excluding licensed clinicians) who worked for Defendant within the State of California at any time during the Class Period.

On December 7, 2020, Karen Rios filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“*Rios Complaint*”) commencing the action entitled *Karen Rios v. CommuniCare Health Centers*, Yolo County Superior Court, Case No. CV2020-1659 (“*Rios Action*”), on behalf of the State of California with respect to aggrieved employees who worked for Defendant in California at any time during the period from September 29, 2019 through January 1, 2021 (“PAGA Period”).

On June 28, 2022, Plaintiffs Ignacio Perez, Karen Rios and Lizardra Padilla filed a Fourth Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the *Perez Action* (“*Operative Complaint*”), adding Lizardra Padilla and Karen Rios and her PAGA claims asserted in the *Rios Action* to the *Perez Action*, so that preliminary and final approval of the Settlement may be sought in the *Perez Action*.

Plaintiffs allege that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* and engaged in conduct that gives rise to civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, statutory and civil penalties, interest, and attorneys’ fees and costs.

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the lawsuit. Defendant contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable law. Defendant further denies that the lawsuit is appropriate for class treatment for any purpose other than settling this lawsuit.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On December 2, 2022, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators (“Phoenix”) as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Ignacio Perez, Karen Rios and Liszandra Padilla as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203 Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-102

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

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 Litigation have merit or that Defendant has any liability to Plaintiffs or Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of a continued litigation, the settlement is fair, reasonable, adequate, and in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

B. Who is in the Class?

The Class consists of all current and former hourly-paid or non-exempt employees (excluding licensed clinicians) who worked for Defendant within the State of California at any time during the Class Period.

C. What does the Settlement provide?

1. Settlement Amount.

Defendant will pay a total of Five Hundred Sixty-Seven Thousand Five Hundred Dollars and Zero Cents (\$567,500.00), with a credit for individual settlement payments already paid of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), for a maximum settlement amount of Seven Hundred Sixty Seven Thousand Five Hundred Dollars and Zero Cents (\$767,500.00) (“Maximum Settlement Amount”).

The following sums will be paid from the Settlement Amount: all Individual Class Shares (inclusive of employee’s share of taxes and all other legally required withholdings that would otherwise be due from the individual Class Members) to Settlement Class Members, Attorneys’ Fees (not to exceed 34% of the Settlement Amount, or \$262,500.00), Litigation Costs (not to exceed \$25,000.00), Administration Costs (estimated to be no more than \$10,000.00), the PAGA Penalties in the amount of \$65,000.00, and Enhancement Payments to the Plaintiffs (not to

exceed \$7,500.00 each to Ignacio Perez and Karen Rios, and \$2,500.00 to Liszandra Padilla (for a total of \$17,500.00)). Any and all Employer Taxes which Defendant normally would be responsible for paying on the Individual Settlement Payments made to Settlement Class Members will be paid by Defendant separate and apart from the Maximum Settlement Amount.

The funds used for the Maximum Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall disburse the Court-approved Enhancement Payments to the Plaintiffs, Court-approved Attorneys' Fees and Litigation Costs, Settlement Administration Costs, and the LWDA Payment at the same time and manner as the Individual Settlement Payments to the Settlement Class Members.

2. Net Settlement Fund

"Net Settlement Fund" means the Maximum Settlement Amount minus the Attorneys' Fees, Litigation Costs, Settlement Administration Costs, the portion of the PAGA Penalties payable to the Labor and Workforce Development Agency ("LWDA Payment"), the Enhancement Payments to the Plaintiffs, and the \$200,000 credit for individual settlement payments that Defendant has already made.

3. Your Individual Settlement Payment Amount.

The Net Settlement Fund will be divided between Class Members who have signed settlement agreements or cashed settlement checks with Defendant ("Paid Settlement Class Members") and Class Members who have not signed settlement agreements or cashed settlement checks with Defendant ("Unpaid Settlement Class Members).

The Net Settlement Fund will be divided as follows: 61.85% of the Net Settlement Amount will be allocated to Unpaid Settlement Class Members, and 38.15% will be allocated to Paid Settlement Class Members.

The 25% portion of the PAGA Penalties (i.e., \$16,250) dedicated to aggrieved employees shall be distributed to all Settlement Class Members who worked for Defendant during the PAGA Period, regardless of whether they have received a prior settlement check from Defendant, based on Workweeks during the PAGA Period.

The Settlement Administrator will calculate the total number of Workweeks for all Settlement Class Members who were employed by Defendant during the Class Period. The value of each Workweek shall be determined by the Settlement Administrator by dividing the portion of the Net Settlement Fund allocated to Paid Settlement Class Members by the total number of Workweeks worked by the Paid Settlement Class Members who do not "opt out" (as defined on page 5 below) during the Class Period ("Paid Workweek Point Value").

An Individual Class Share for each Paid Settlement Class Member will then be determined by multiplying the Settlement Class Member's Workweeks during the Class Period by the Paid Workweek Point Value. The Individual Settlement Payment will be reduced by any required legal deductions, for each participating Paid Settlement Class Member.

The same process will be followed to calculate the Individual Class Share for all Unpaid Settlement Class Members.

The \$16,500 will be allocated to all Settlement Class Members (regardless of whether they have received a prior settlement check from Defendant or not) based on the number of Workweeks that each Settlement Class Member worked for Defendant during the PAGA Period, which is September 29, 2019 to January 1, 2021.

4. Tax Matters.

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to Settlement Class Members reflecting the Individual Class Shares each Settlement Class Member receives under the Settlement. For tax purposes, Individual Class Shares will be allocated as follows: thirty-three percent (33%) as wages and sixty-seven percent (67%) as penalties and interest. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code and the California Franchise Tax Board.

Interest and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

D. What are you giving up to get a payment and stay in the Class?

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request to be Excluded (i.e., Settlement Class Members), will be deemed to waive, release, discharge Defendant, and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related corporations (“Released Parties”), of any and all claims asserted in the Operative Complaint and operative notice to the LWDA, all claims that could have been asserted in the Operative Complaint and operative notice to the LWDA arising out of the same operative facts, and any future amendments to the Operative Complaint, including but not limited to state wage and hour claims for any and all violations of California’s Labor Code and Unfair Competition Law based on Defendant’s alleged failure to pay wages for all hours worked (including minimum wages, straight time wages, and overtime wages), alleged failure to provide meal periods, alleged failure to authorize and permit rest periods, alleged failure to pay all wages due at the time of termination, alleged failure to furnish accurate, itemized wage statements, alleged failure to timely pay wages during employment, alleged failure to properly reimburse for all business-related expenses, civil penalties under California’s Private Attorneys General Act of 2004 based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys’ fees, litigation costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to California Labor Code and applicable Wage Orders (“Released Claims”).

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 11 of the Yolo County Superior Court, located at 1000 Main Street, Woodland, California 95695, on May 17, 2023 at 9:00 a.m. to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Litigation Costs to Class Counsel, Enhancement Payments to the Plaintiffs, and Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to Class Members. You may appear personally or through an attorney, at your own expense, to present your objection directly to the Court. However, any attorney who will represent you must file a notice of appearance with the Court and serve Class Counsel and Defendant’s Counsel no later than the Response Deadline.

WHAT ARE YOUR OPTIONS?

• **OPTION 1 – PARTICIPATE IN THE SETTLEMENT**

IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE MONEY FROM THE SETTLEMENT, YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY BE INCLUDED IN THE SETTLEMENT AND ISSUED YOUR INDIVIDUAL SETTLEMENT PAYMENT.

The estimated amount of your Individual Settlement Payment is set forth on the Workweek Dispute Form which accompanies this Notice.

The amount of the Individual Settlement Payment paid to each Settlement Class Member is based upon the number of Workweeks you worked during the Class Period (“Individual Class Share”) and PAGA Period (“Individual PAGA Share”). The number of Workweeks credited to you is also set forth on the accompanying Workweek Dispute Form. If you believe that the number of Workweeks stated is incorrect, you may dispute the number of Workweeks by following the instructions on the Workweek Dispute Form no later than April 10, 2023. If you believe that the number of Workweeks stated is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your Released Claims described in Section D above.

• **OPTION 2 – REQUEST EXCLUSION FROM THE SETTLEMENT**

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request (“Request to be Excluded”) to the Settlement Administrator.

A Request to be Excluded must: (1) contain the case name and number of the *Perez* Action CV2019-469; (2) contain your full name, address, telephone number, and the last four digits of your Social Security number; (3) be signed by you; (4) contain a clear statement that you request to be excluded from the Settlement; and (5) be mailed to the Settlement Administrator, postmarked no later than April 10, 2023, at the following mailing address:

Perez v. Communicare Health Centers
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 523-5773
www.phoenixclassaction.com/

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request to be Excluded will not be entitled to receive any payment from the Class Settlement, will not be bound by the Class Settlement (and the Released Claims described in Section D above), and will not have any right to object to, appeal, or comment on the Settlement. However, any Class Member who submits a timely and valid Request to be Excluded will still be bound by the PAGA release contained in the agreement and will receive his or her Individual PAGA Share, if applicable. Any Class Members who do not submit a valid and timely Request to be Excluded will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the Released Claims described in Section D above, as well as the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement.

• **OPTION 3 – OBJECT TO THE SETTLEMENT**

So long as you have not submitted a Request to be Excluded, you can object to the terms of the Settlement, by submitting a written objection (“Objection”) to the Settlement Administrator or appearing personally or through an attorney, at your own expense, at the Final Approval Hearing to present your objection directly to the Court.

An Objection must: (1) contain the case name and number of the *Perez* Action CV2019-469; (2) contain your full name, address, telephone number, signature, and the last four digits of your Social Security number; (3) clearly state the grounds for the objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator, postmarked no later than April 10, 2023.

CHANGE OF ADDRESS

If you move after receiving this Notice, if it was mis-addressed, or if for any reason you want your Settlement Payment or future correspondence concerning this Litigation to be sent to a different address, you must supply your preferred address to the Settlement Administrator at Perez v. Communicare Health Centers; c/o Phoenix Settlement Administrators; P.O. Box 7208, Orange, CA 92863.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed “Amended Joint Stipulation of Class Action and PAGA Settlement” and other papers which are on file with the Court.

The pleadings and other records in the Litigation are available for inspection at the Clerk’s Office of the Superior Court, County of Yolo, at the following address during normal business hours: 1000 Main Street, Woodland, California 95695.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL. Please refer to the *Ignacio Perez v. CommuniCare Health Centers* Class Action Settlement.

WORKWEEKS DISPUTE FORMSUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO*Ignacio Perez v. CommuniCare Health Centers*
Case No. CV-2019-469

Indicate Name/Address Changes, if any:

«Contact»

«Address_1» «Address_2»

«City», «State» «ZIP_Code»

INSTRUCTIONS

IF YOU WERE EMPLOYED BY COMMUNICARE HEALTH CENTERS (“COMMUNICARE”) IN CALIFORNIA AS AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE (EXCLUDING LICENSED CLINICIANS) BETWEEN MARCH 7, 2015 TO JANUARY 1, 2021, THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Individual Class Share is based upon the number of Workweeks you worked for CommuniCare in California from March 7, 2015 to January 1, 2021 (“Class Period”), and whether or not you have previously entered into a settlement agreement or cashed a settlement check from CommuniCare.

The amount of your estimated Individual PAGA Share is based upon the number of Workweeks you worked for CommuniCare in California from September 29, 2019 through January 1, 2021 (“PAGA Period”).

“Workweeks” are defined as any week in which you worked at least one (1) day during the calendar week. The number of Workweeks applicable to your claim is set forth in Section I below. If you believe that the number of Workweeks stated is incorrect or that you did not enter into a settlement agreement or cash a settlement check, you may dispute the number of Workweeks or that you entered into a settlement agreement or cashed a settlement check by submitting this completed Workweeks Dispute Form with supporting documents on or before April 10, 2023. **If you believe that the number of Workweeks stated below is correct or that you did sign a settlement agreement or cash a settlement check, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at the address listed above; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR WORKWEEKS

You worked as an hourly-paid or non-exempt employee (excluding licensed clinicians) for CommuniCare in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period in this position are: «**Total_Weeks**». Your total number of Workweeks during the PAGA Period, which determines your Individual PAGA Share, is: «**PAGA_Work_Weeks**».

You previously «**DidDid_Not**» sign a settlement agreement with CommuniCare or cashed a settlement check from CommuniCare.

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the number of Workweeks in the Class Period stated above, and whether or not you signed a settlement agreement or cashed a settlement check, your estimated pre-tax Individual Class Share is «**ESA_Before_Paga**».

Based upon the number of Workweeks in the PAGA Period stated above, your estimated Individual PAGA Share is «**PAGA_Amount**».

III. CHALLENGE TO WORKWEEKS

If you wish to dispute the Workweeks data listed, or dispute that you signed a settlement agreement or cashed a settlement check, you must postmark your dispute and provide all supporting information and/or documentation to the Settlement Administrator by **April 10, 2023**.

*Check the box below **ONLY** if you wish to dispute the data listed in Section I:*

☐ I wish to dispute the number of Workweeks listed in Section I. I believe the correct amount of my Workweeks is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review CommuniCare's records and make a determination as to the validity of my dispute based upon CommuniCare's records as well as the records and information that I submit to the Settlement Administrator.

☐ I wish to dispute that I signed a settlement agreement with CommuniCare or cashed a settlement check from CommuniCare.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweeks Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:
IGNACIO PEREZ V. COMMUNICARE CLASS ACTION SETTLEMENT
C/O PHOENIX SETTLEMENT ADMINISTRATORS
P.O. BOX 7208
ORANGE, CA 92863

IF YOU ARE CONTESTING THE AMOUNT OF YOUR WORKWEEKS, OR YOU ARE CONTESTING THAT YOU SIGNED A SETTLEMENT AGREEMENT OR CASHED A SETTLEMENT CHECK, YOU MUST SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE APRIL 10, 2023.

EXHIBIT B



CASE ASSUMPTIONS

Class Members	500
Opt Out Rate	1%
Opt Outs Received	5
Total Class Claimants	495
Subtotal Admin Only	\$10,526.30

Not-to-Exceed Total \$8,000.00

For 500 Class Members

Pricing Good for Scope of Estimate Only

June 25, 2021

Case: IP-CommuniCare-469, Opt-Out Administration

Phoenix Contact: Michael E. Moore
 Contact Number: 949.331.0131
 Email: mike@phoenixclassaction.com

Requesting Attorney: Margaux V. Roussel
 Firm: Lawyers for Justice, PC
 Contact Number: 818-Call Justice
 Email: margaux@calljustice.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **500** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.00	86	\$172.00
NCOA (USPS)	\$250.00	1	\$250.00
Total			\$972.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Reminder Postcard / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.10	500	\$50.00
Notice Packet & Opt-Out Form	\$1.20	500	\$600.00
Estimated Postage (up to 2 oz.)*	\$0.51	500	\$255.00
Static Website	\$100.00	1	Included
Check Cashing Reminder Postcard	\$0.60	76	\$45.60
Postage Included			
Total			\$1,150.60

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	4		\$220.00
Skip Tracing Undeliverables	\$0.85	125		\$106.25
Remail Notice Packets	\$0.75	122		\$91.50
Estimated Postage	\$0.50	122		\$61.00
Programming Undeliverables	\$50.00	1		\$50.00
			Total	\$528.75

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$150.00	2		\$300.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	4		\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	11		\$110.00
Case Manager	\$85.00	3		\$255.00
			Total	\$1,085.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	2		\$270.00
Disbursement Review	\$135.00	2		\$270.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	2		\$270.00
Check Run Setup & Printing	\$135.00	4		\$540.00
Mail Class Checks *	\$1.00	495		\$495.00
Estimated Postage	\$0.51	495		\$252.45
			Total	\$2,192.45

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	4		\$460.00
Remail Undeliverable Checks (Postage Included)	\$1.35	50		\$67.50
Case Associate	\$55.00	6		\$330.00
Reconcile Uncashed Checks	\$85.00	8		\$680.00
Conclusion Reports	\$115.00	4		\$460.00
Case Manager Conclusion	\$85.00	4		\$340.00
Final Reporting & Declarations	\$115.00	4		\$460.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1		\$1,000.00
Check to Cy-Pres	\$150.00	1		Included
Uncashed Checks to the State of California Contolers Office	\$800.00	1		\$800.00
Estimated <u>49</u> Total Class Members				
Total				\$4,597.50

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$10,526.30



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.