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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

CHUMANI BROWN, 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; OSCAR MORALES, individually, and on behalf of other members of the general public similarly situated;

Plaintiffs,

vs.

MED ONE GROUP, an unknown business entity; MED ONE CAPITAL, INC., an unknown business entity; MED ONE CAPITAL FUNDING, LLC, an unknown business; and DOES I through I 00, inclusive,

Defendants.

Case No: RG21095229

Honorable Han Tran
Department 22

<u>CLASS ACTION</u>

DECLARATION OF LINDSAY ROMO REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

[Notice of Motion and Motion for Final Approval of Class Action Settlement, Class Counsel Fees and Costs, and Incentive Payments; Declaration of Class Counsel (Tara Zabehi); Declaration of Class Representative (Chumani Brown); Declaration of Class Representative (Oscar Morales); and [Proposed] Final Approval Order and Judgment filed concurrently herein]

Reservation:	156888415351
Date:	July 22, 2025
Time:	3:00 p.m.
Department:	22
Complaint Filed:	April 6, 2021
FAC Filed:	January 23, 2023
SAC Filed:	July 15, 2024
Trial Date:	None Set

DECLARATION OF LINDSAY ROMO

I, LINDSAY ROMO, hereby declare:

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

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

3. Simpluris was approved by Counsel for Chumani Brown and Oscar Morales ("Plaintiff"), and Med One Group, Med One Capital Funding, LLC, and Med One Capital, Inc. ("Defendants"), (collectively the "Parties"), to provide settlement administration services in the *Chumani Brown et al v. Med One Group et al* case ("Settlement"). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel and Class Members; (d) printing and mailing the Notice of Class Action Settlement to Class Members in English; (e) receiving and validating Requests for Exclusion, Objections or Workweeks Disputes submitted by Class Members; (f) calculating employer payroll taxes and providing appropriate forms and calculations to Defendants; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

TOLL-FREE TELEPHONE HELPLINE

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

Spanish-speaking representatives are available during normal business hours. The toll-free telephone number included in the Notice of Class Action Settlement was (888) 369-3780 and was live on March 11, 2025.

NOTIFICATION TO THE CLASS

5. On January 28, 2025, Simpluris received the Court-approved Notice of Class Action Settlement (hereafter "Class Notice"). The Class Notice advised Class Members of their right to request exclusion from the Class Settlement, object to the Class Settlement, dispute Workweeks, do nothing, and the implications of each such action. The Class Notice advised Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class Members could obtain additional information.

6. On January 30, 2025, Defense Counsel provided Simpluris a Class List containing each Class Member's and Aggrieved Employee's full names, last known mailing addresses, Social Security Numbers, and such other information as was necessary for Simpluris to calculate Workweeks during the Class Period and PAGA Period with Defendants during the Class Period. The Class List contained data for one hundred and twelve (112) individuals.

7. On February 21, 2025, Simpluris notified the Parties that the Escalator Clause had been triggered. The Escalator Clause of the Settlement Agreement indicates if the actual number of Workweeks for Hourly Class Members during the period April 1, 2020 to May 8, 2022 and Workweeks for Salaried Class Members during the April 6, 2017 to May 8, 2022 is more than 5,060, then Defendants shall, in their sole discretion, have the option to either: (a) end the Class Period and end the PAGA Period on the date that the (b) total Workweeks reach 5,060; or increase the Gross Settlement Amount, on a proportional basis for Workweeks in excess of 5,060. The total number of Workweeks during this period was 5,794.46, which exceeded the Escalator Clause by 734.46 workweeks. The Escalator Clause was triggered and the Parties agreed to increase the Gross Settlement Amount to $515,317.59.

8. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual

had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate sixteen (16) updated addresses using NCOA prior to the mailing of the Class Notice.

9. On March 11, 2025, the Class Notice was mailed to one hundred and twelve (112) individuals identified as Class Members. Of the one hundred and twelve (112) Class Members, one hundred and ten were (110) were identified as Aggrieved Employees. The Class List was mailed via First Class in English. A copy of the Class Notice is attached hereto as **Exhibit A**.

10. A total of nine (9) Class Notices were returned to Simpluris. Of these, none were returned with a forwarding address. If a Class Member's Class Notice was returned by the USPS as undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name and previous address to locate a current address. Through the advanced address searches, Simpluris was able to locate seven (7) updated addresses and Simpluris promptly mailed a Class Notice to those updated addresses. As of this date, there are two (2) Class Notices that remain undeliverable.

11. On March 19, 2025, Simpluris received Notice that an additional Class Member should be added to the class. Their information was accepted on April 2, 2025, by Defense Counsel and Simpluris mailed Notice to the additional Class Member on April 3, 2025.

12. On June 6, 2025, Simpluris was contacted by another individual requesting inclusion in the Class. On June 10, 2025, Defense Counsel provided Simpluris with their employment information and the individual was added as a Class Member. Simpluris mailed Notice to the additional class Member on June 12, 2025.

13. Plaintiffs' Counsel had requested Simpluris to inform them of any requests for inclusion from the onset of the administration, but was not informed of the requested inclusion of both Additional Class Members until June 12, 2025.

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14. On June 13, 2025, Defense Counsel notified Simpluris and Plaintiffs' Counsel that they had conducted an internal audit and concluded that there were no other individuals who were inadvertently excluded from the settlement class.

15. On June 19, 2025, Simpluris was able to get in contact with both Additional Class Members through a phone call. Thereafter, an email was sent to each Additional Class Member including their Notice Packet and requesting they provide written confirmation of their intention to participate in or opt-out of the Settlement. Both Additional Class Members responded via email and confirmed they would like to participate in the Settlement.

16. With the inclusion of the two Additional Class Members, the total number of Workweeks further increased by 201.89 workweeks. The total number of Workweeks during this period is 5,996.35, which exceeds the Escalator Clause by 936.35 workweeks. The Escalator Clause was triggered a second time and the Parties agreed to increase the Gross Settlement Amount to $533,272.23.

REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES

17. The deadline for Class Members to submit a Request for Exclusion from the Class Settlement, Object to the Class Settlement, or Workweeks Dispute was May 12, 2025.

18. As of this date, Simpluris has received two (2) Requests for Exclusion to the Class Settlement from Class Members.

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

20. As of this date, Simpluris has not received any Workweeks Disputes from Class Members or Aggrieved Employees.

CLASS MEMBER AWARDS

21. As of this date, there are one hundred and twelve (112) Settlement Class Members who will be paid their portion of the Net Settlement Fund. One hundred and twelve (112) Aggrieved Employees will also be paid out their portion of the Employee PAGA Portion.

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22. The Net Settlement Fund of $214,187.05 available to pay Settlement Class Members was determined by subtracting the Attorneys' Fees ($186,645.28), Attorneys' Costs ($11,516.90), Incentive Payment ($15,000.00), PAGA Penalties ($75,000.00), individual PAGA awards ($25,000.00) and the Administration Costs ($5,923.00) from the Gross Settlement Sum of $533,272.23.

23. Prior to the inclusion of the two Additional Class Members, the ***average estimated Individual Settlement Payment*** was $1,732.44, the ***highest estimated Individual Settlement Payment*** was $8,271.21, and the ***lowest estimated Individual Settlement Payment*** was $4.69.

24. After the inclusion of the two Additional Class Members, the ***average estimated Individual Settlement Payment*** is $1,912.38, the ***highest estimated Individual Settlement Payment*** is $9,086.40, and the ***lowest estimated Individual Settlement Payment*** is $5.15.

25. As of this date, there are one hundred and twelve (112) Aggrieved Employees who will be paid their portion of the Employee PAGA Amount of $25,000.00.

26. The ***average estimated Individual PAGA Payment*** is $223.21, the ***highest estimated Individual PAGA Payment*** is $530.52, and the ***lowest estimated Individual PAGA Payment*** is $0.62.

ADMINISTRATION COSTS

27. 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 $5,923.00. The initial quote of administration cost was $3,000.00 which only accounted for a distribution of payments. The revised amount has increased to accurately capture the scope of work including the Notice mailing, postage rates and increased class size. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments. Attached hereto as **Exhibit B** is a true and correct copy of Simpluris' bid for administering this matter which includes how the fee was calculated based on an itemized breakdown of the tasks as set forth in the bid.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 24th day of June 2025, in Irvine, CA.

____

Lindsay Romo

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Chumani Brown, et al. v. Med One Group, et al.

Superior Court of California for the County of Alameda, Case No. RG21095229

«IMbıullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
SIMID «SIMID» «Barcode Encoded» «City», «State» «Zip»

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Chumani Brown ("Plaintiff Brown"), Plaintiff Oscar Morales ("Plaintiff Morales") (collectively "Plaintiffs") and Defendants Med One Group, Med One Capital, Inc., and Med One Capital Funding, LLC (collectively, "Med One" or "Defendants") (together, Plaintiffs and Defendants are referred to as the "Parties") in the case entitled *Chumani Brown, et al. v. Med One Group, et al.*, Alameda County Superior Court, Case No. RG21095229 (the "Action"), which may affect your legal rights. On January 27, 2025, the Court granted preliminary approval of the Settlement and scheduled a hearing on July 22, 2025 at 3:00 p.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" means (1) all individuals who are current or former hourly-paid, non-exempt employees of Med One who worked in California at any time from April 1, 2020 to May 8, 2022 ("Hourly Class Members"); and (2) all individuals who are current or former salaried customer relations specialist employees of Med One who were classified as "exempt" and worked in California at any time from April 6, 2017 to May 8, 2022 ("Salaried Class Members").

"**Class Member**" means a member of the Class.

"**Class Period**" means the period from April 1, 2020 to May 8, 2022 for the Hourly Class Members, and April 6, 2017 to May 8, 2022 for the Salaried Class Members.

"**Class Settlement**" means the settlement and resolution of Released Class Claims (described in Section III.D below).

"**PAGA Members**" means (1) all individuals who are current or former hourly-paid, non-exempt employees of Med One who worked in California at any time from April 1, 2020 to May 8, 2022 ("Hourly PAGA Members"); and (2) all individuals who are current or former salaried customer relations specialist employees of Med One who were classified as "exempt" and worked in California from January 28, 2020 to May 8, 2022 ("Salaried PAGA Members").

"**PAGA Settlement**" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"**PAGA Period**" means April 1, 2020 to May 8, 2022 for Hourly PAGA Group Members, and January 28, 2020 to May 8, 2022 for Salaried PAGA Group Members.

II. BACKGROUND OF THE ACTION

On January 28, 2021, Plaintiff Brown provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that she contends were violated ("LWDA Letter"). On April 6, 2021, Plaintiff Brown filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698 Et Seq. in the Alameda County Superior Court, Case No. RG21095229. On January 23, 2023, Plaintiff Brown filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint"). On July 15, 2024, Plaintiff Brown and Plaintiff Morales filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Second Amended Complaint"). Plaintiffs allege that Defendants failed 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 compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under California Labor Code section 2698, *et seq*. ("PAGA") Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On January 27, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Chumani Brown and Plaintiff Oscar Morales as representatives of the Class ("Class Representatives"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Tara Zabehi, Esq.
Lawyers *for* Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiffs and Defendants, 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 Members, PAGA Members, and the State of California. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Hundred Fifteen Thousand Three Hundred and Seventeen Dollars and Fifty Nine Cents ($515,317.59) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to 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 in an amount not to exceed 35% of the Gross Settlement Amount (i.e., $180,361.16) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand Dollars ($20,000.00) (together, "Class Counsel's Fees and Costs") to Class Counsel; (2) Class Representatives Incentive Payments in an amount not to exceed Seven Thousand Five Hundred Dollars ($7,500.00) to each Plaintiff for their services in the Action ("Class Representatives Incentive Payment"); (3) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars ($8,000.00) to the Settlement Administrator ("Settlement Administration Costs"); and (4) the amount of One Hundred Thousand Dollars ($100,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Penalties"). The PAGA Penalties will be distributed 75% (i.e., $75,000.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., $25,000.00) will be distributed to PAGA Members ("Employee PAGA Portion").

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks each Class Member worked at Med One during the Class Period ("Workweeks"). The Settlement Administrator has divided each Class Member's individual Workweeks by the total Workweeks of all Class Members, and multiplied the resulting fraction by the Net Settlement Amount to arrive at each Class Member's estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Participating Class Members") will be issued their payment of their final Individual Settlement Payment. PAGA Members shall be issued payment of their Individual PAGA Payments regardless of whether they request exclusion from (opt out of) the Class Settlement.

Each Individual Settlement Share will be allocated as thirty-three and one third percent (33.33%) wages, which will be reported on an IRS Form W-2, and sixty-six and two thirds percent (66.66%) penalties, interest, and non-wage damages, which will be reported by the Settlement Administrator on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Share. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Portion ("Individual PAGA Payment"), based on the number of workweeks of each PAGA Member during the PAGA Period ("PAGA Workweeks"). The Settlement Administrator has divided each PAGA Member's individual PAGA Workweeks by the total PAGA Workweeks of all PAGA Members and multiplied the resulting fraction by the Employee PAGA Portion to arrive at each PAGA Member's Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported by the Settlement Administrator on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants' Records

According to Defendants' records:

During the period from April 1, 2020 to May 8, 2022, you are credited as having worked «MERGED_Hourly_WW_CALC» Workweeks, as an Hourly Class Member.
During the period from April 1, 2017 to May 8, 2022, you are credited as having worked «MERGED_Salary_WW_CALC» Workweeks, as a Salaried Class Members.
During the period from April 1, 2020 to May 8, 2022, you are credited as having worked «MERGED_Hourly_PAGA_WW_CALC» PAGA Workweeks, as an Hourly PAGA Member.
During the period from January 28, 2020 to May 8, 2022, you are credited as having worked «MERGED_Salary_PAGA_WW_CALC» PAGA Workweeks, as a Salaried PAGA Member.

If you wish to dispute the Workweeks credited to you, you must submit a written Workweeks dispute ("Workweeks dispute") that: (1) contains the title of the Action (*Chumani Brown, et al. v. Med One Group, et al.,* RG21095229) or something similar to the title of the Action (e.g. "*Chumani Brown, et al. v. Med One Group, et al.*"); (2) contains your full name, address, telephone number, signature, date, and last four digits of your Social Security number; (3) contains a clear statement explaining that you dispute the number of Workweeks credited to you during the Class Period and/or the PAGA Period; (4) attaches any available documentation to support your position; and (5) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than May 12, 2025**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

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

> **Under the terms of the Settlement, your Individual Settlement Share is estimated to be $«MERGED_Class_EstSettAmnt_CALC». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.**
>
> **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $«MERGED_PAGA_EstSettAmnt_CALC».**

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date, Plaintiffs and all Participating Class Members waive, release, and discharge Released Parties of any and all Released Class Claims for the Class Period.

Upon the Effective Date, Plaintiffs, the State of California with respect to PAGA Members, and all PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims for the PAGA Period.

"Released Class Claims" means any and all claims, demands, rights, liabilities and causes of action against the Released Parties that were pled in the Operative Complaint, or which could have been pled in the Operative Complaint based on the factual allegations therein, that arose during the Class Period, including but not limited to causes of action for failure to pay overtime wages (Cal. Lab. Code §§ 204, 510, 1194, 1197, 1198, and applicable provisions of the relevant Industrial Wage Order); failure to provide meal periods and associated premium payments (Cal. Lab. Code §§ 226.7, 512, and applicable provisions of the relevant Industrial Wage Order); failure to provide rest periods and associated premium payments (Cal. Lab. Code §§ 226.7, 512, 516, and applicable provisions of the relevant Industrial Wage Order); failure to pay minimum wage (Cal. Lab. Code §§ 558, 1194, 1197, 1197.1, 1198 and applicable provisions of the relevant Industrial Wage Order); failure to timely pay wages upon termination of employment and waiting time penalties (Cal. Lab. Code §§ 201, 202, 203); failure to timely pay wages during employment (Cal. Lab. Code §§ 204); failure to furnish accurate wage statements (Cal. Lab. Code § 226, *et seq.*); failure to keep requisite payroll records (Cal. Lab. Code § 1174); failure to reimburse business expenses (Cal. Lab. Code §§2800, 2802); all claims for unfair competition (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) based on the aforementioned alleged California Labor Code violations, and all claims for attorneys' fees and costs relating to the Released Class Claims, that could have been premised on the facts, claims, causes of action or legal theories described above.

"Released PAGA Claims" means all claims, demands, rights, liabilities and causes of action for civil penalties under California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698 et seq.) against the Released Parties, based on the January 28, 2021 Notice to the Labor & Workforce Development Agency, that arose during the PAGA Period, including but not limited to claims for civil penalties for violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Wage Orders of the Industrial Welfare Commission, including but not limited to Industrial Welfare Commission Wage Order Nos. 4-2001 and 7-2001, and all related claims for attorneys' fees and costs.

"Released Parties" means Defendants and each of their parent companies, subsidiaries, affiliates, d/b/a's, current and former management companies, shareholders, members, owners, agents (including without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), and any of their predecessors, successors, and assigns.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to $180,361.16) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars ($20,000.00) (together "Class Counsel's Fees and Costs"), subject to approval by the Court. The Class Counsel's 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 Plaintiffs, the Class Members, the PAGA Members, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representatives Incentive Payment to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars ($7,500.00) each, in recognition of their services in connection with the Action ("Class Representatives Incentive Payment"). The Class Representatives Incentive Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Settlement Payment and/or Individual PAGA Payment that they may be entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Costs of administering the Settlement are estimated not to exceed Eight Thousand Dollars ($8,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. 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. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above. Class Members who opt-out of the Class Settlement, and who are also PAGA Members, shall still be bound to the PAGA Settlement and Judgment with respect to the PAGA Released Claims.

Class Members and PAGA Members will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain your full name, address, telephone number, and last four digits of your Social Security number, your signature, and the date; (2); contain a clear statement referencing the case title of the Action (*Chumani Brown, et al. v. Med One Group, et al.,* RG21095229) and requesting to be excluded from the Class Settlement, similar to the following: "I wish to exclude myself from the class settlement reached in the matter of *Chumani Brown, et al. v. Med One Group, et al.*"; and (3) be sent to the Settlement Administrator, postmarked by **no later than May 12, 2025** at the following address:

Brown, et al v. Med One Group, et al.
c/o Settlement Administrator
P.O Box 26170
Santa Ana, CA 92799

If the Court grants final approval of the Settlement, any Class Member who submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do *not* submit a Request for Exclusion will be deemed Participating Class Members, and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound by the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion from the Class Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement, as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator ("Objection") or presenting your objection at the Final Approval Hearing.

An Objection must: (1) contain the title of the Action (*Chumani Brown, et al. v. Med One Group, et al.*, RG21095229) or something similar to the title of the Action (e.g., "*Chumani Brown, et al. v. Med One Group, et al.*"); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state all grounds for your objection and include legal support, if any, for your objection; (4) state whether you intend to appear at the Final Approval Hearing, either in person or through counsel; (5) if represented by separate counsel, the name, address, bar number, and telephone number of your representing attorney; and (6) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than May 12, 2025**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 22 of the Alameda Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612, on **July 22, 2025**, at **3:00 p.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 Class Counsel's Fees and Costs, Class Representatives Incentive Payment to both Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration Costs to the Settlement Administrator.

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

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 1221 Oak Street, Oakland, California 94612, during business hours, or by online by visiting the following website: https://eportal.alameda.courts.ca.gov/.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 369-3780, OR YOU MAY ALSO CONTACT COUNSEL

EXHIBIT B

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

Estimate #:	14841	Prepared By:	Patrick Ivie
Estimate Date:	6/23/2025	Direct Dial #	310.995.6455
		Email:	pivie@simpluris.com

	Plaintiff Attorney		Defense Attorney
Attorney/Client:	**Connie Lee, Esq.**	Attorney/Client:	
Firm:	Lawyers for Justice PC	Firm:	
Email:	connie@calljustice.com	Email:	

Case Name: Brown. v. Med One Group: Opt-Out Settlement

Capped Fee* $5,923

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
.2) Included is a 2022 Federal 1120 tax return to account for banking activity in 2022.

Total Possible Class Size:	114	Undeliverable Rate:	10%
Response Rate:	2%	Call Rate:	5%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	Yes	Redistribution:	None
Unclaimed Funds:	State	State(s):	CA
		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	3	$375.00
Database Manager - Initial Data Analysis	$140.00	3	$420.00
		Total	$795.00

Notification

Notice Packet: 4 pg Notice - Double Sided

Category	Unit Value	# of Units	Total
Mail Notice Packet	$1.00	114	$114.00
Postage	$0.58	114	$66.12
NCOA/CASS/LACS	$25.00	1	$25.00
Undeliverable Processing	$0.25	11	$2.85
Skip Trace RUM	$1.50	11	$17.10
Remail Notice Packet	$1.50	10	$14.54
Remail Postage	$0.58	10	$5.62
Reminder Post Card	$0.50	114	$57.00
Postage	$0.36	114	$41.04
Mailing Supervisor	$50.00	2	$100.00
		Total	$443.27

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	$75.00	3	$225.00
		Total	$225.00

Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	$140.00	2	$280.00
Dispute/Deficiencies - Send One Cure Letter	$3.50	1	$3.99
Opt in Processing	$3.50	1	$3.99
Data Entry	$50.00	1	$50.00
Project Manager	$125.00	2	$250.00
Weekly Reporting to Counsel	**WAIVED**	12 Wks of Reporting	$0.00
		Total	$587.98

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members: W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	$140.00	2	$280.00
Disbursement Manager - Data Validation	$75.00	1	$75.00
Setup Banking Account/QSF	$750.00	1	$750.00
Print & Mail Check	$3.00	114	$342.00
Postage	$0.72	114	$82.08
Process Returned Checks	$0.50	1	$0.57
Skip Trace Search Undeliverable Checks	$3.00	1	$3.42
Remail Checks (Includes Postage)	$3.72	1	$4.24
Individual Federal/State Tax Reporting	$250.00	1	$250.00
QSF Reporting/Declaration	$300.00	1	$300.00
QSF Annual Tax Preparation Fee, 2022	$1,350.00	1	$1,350.00
Reissuing Checks/Mailing	$5.00	2	$8.55
Postage	$0.72	2	$1.23
Escheat Management-State	$300.00	1	$300.00
Disbursement Manager	$125.00	1	$125.00
		Total	$3,872.09

Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	$125.00	0	$0.00
Clerical-Clean Up Any Misc	$50.00	0	$0.00
Project Manager-Wrap-up Final Issues	$125.00	0	$0.00
		Total	$0.00

Postage **$196.09**

Total Case Costs **$5,923.34**

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (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 Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. 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 incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order,settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understoodthat such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages 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, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to 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.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' 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.

10. 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.

11. 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.

12. 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 to the address identified by each Party in the Proposal. Notice 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.

13. 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.

14. Termination: Client may terminate the Services at any time 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 for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 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.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. 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.

17. 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.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, 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.

19. 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.

20. 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.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.