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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SAMUEL ELLIOTT, 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;

Plaintiff,

vs.

MED-DATA, INCORPORATED, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: RIC1901865

Honorable Sunshine S. Sykes
Department 6

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Reservation No.: 006997607479
Date: December 1, 2021
Time: 8:30 a.m.
Department: 6

Complaint Filed: March 13, 2019
FAC Filed: September 9, 2021
Trial Date: None Set

1 This matter has come before the Honorable Sunshine S. Sykes in Department 6 of the
2 Superior Court of the State of California, for the County of Riverside, on November 22, 2021 at 8:30
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Samuel Elliott ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees, and The Turek Law Firm, PC appears
6 as counsel for Defendant Med-Data, Incorporated ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement
12 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
13 the Declaration of Edwin Aiwazian in Support of Plaintiff's Motion for Preliminary Approval of
14 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
15 the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the case. It further appears that the Settlement has been reached as the result
25 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Award, LWDA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members provided thereby, appear to be within the
4 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
5 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
6 and preliminarily finds that the monetary settlement awards made available to the Class Members
7 are fair, adequate, and reasonable when balanced against the probable outcome of further litigation
8 relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative
18 of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly-paid or non-exempt employees who worked for
22 Defendant in California at any time between March 13, 2015 and August 19, 2020.

23 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
24 ("Class Counsel").

25 8. The Court provisionally appoints Plaintiff Samuel Elliott as the representative of the
26 Class ("Class Representative").

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1 9. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
2 administration of the Settlement (“Administrator”). Simpluris will be responsible for updating Class
3 Members’ addresses using the National Change of Address Database, printing and mailing the
4 Notice Packet to the Class Members, receiving and processing Requests for Exclusion, Objections
5 and disputes of Workweeks, receiving and mailing returned Notice Packets, calculating the amounts
6 of the Individual Settlement Shares, deducting and transmitting applicable state and/or federal taxes
7 in connection with the wages portion of the Individual Settlement Shares, mailing the Individual
8 Settlement Share checks to Settlement Class Members, issuing W-2 and 1099 forms, calculating and
9 disbursing the Attorneys’ Fees and Costs, Enhancement Award, and LWDA Payment, transmitting
10 uncashed checks pursuant to the Settlement, and performing such other tasks necessary to effectuate
11 the terms of the Settlement Agreement.

12 10. Within seven (7) calendar days of the date of this Order, Defendant shall provide a
13 list of all Class Members and all necessary information to the Administrator to locate Class Members
14 and process payments, including, but not limited to, Class Member Workweeks or dates of
15 employment, last known addresses, Social Security numbers, and any other information required to
16 effectuate the Agreement (“Class List”) in conformity with the Settlement Agreement.

17 11. The Court approves, both as to form and content, the Notice of Class Action
18 Settlement (“Class Notice”), Objection Form, and Exclusion Form (collectively, the “Notice
19 Packet”) attached hereto as **“EXHIBIT A”**, **“EXHIBIT B”**, and **“EXHIBIT C”** respectively. The
20 Notice Packet shall be provided to Class Members in the manner set forth in the Settlement
21 Agreement. The Court finds that the Notice Packet appears to fully and accurately inform the Class
22 Members of all material elements of the Settlement, of Class Members’ right to be excluded from
23 the Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute the
24 Workweeks credited to each of them, and of each Settlement Class Member’s right and opportunity
25 to object to the Settlement by submitting an Objection. The Court further finds that distribution of
26 the Notice Packet substantially in the manner and form set forth in the Settlement Agreement and
27 this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
28 requirements of due process and shall constitute due and sufficient notice to all persons entitled

thereto. The Court further orders the Administrator to mail the Notice Packet in English by First-Class U.S. mail to all Class Members within twenty-one (21) calendar days of the date of this Order, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose to be excluded from the Settlement by submitting a timely and complete Exclusion Form or a written letter indicating a request to be excluded from the Settlement (together, "Request for Exclusion") to the Administrator by mail, postmarked on or before the date which is forty-five (45) calendar days from the date of mailing the Notice Packet ("Response Deadline"), or, in the case of a re-mailed Notice Packet, Class Members shall have an additional fourteen (14) calendar days ("Extended Response Deadline"). Any such person who timely and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. The Court hereby preliminary approves the proposed procedure, set forth in the Settlement Agreement, for objecting to the Settlement. To object to the Settlement, a Settlement Class Member must submit a complete and timely Objection Form or a written objection (together, "Objection") to the Administrator on or before the Response Deadline, or in the case of a re-mailed Notice Packet, the Extended Response Deadline. The Objection must be signed and must contain the information that is required, as set forth in the Notice Packet, including and not limited to the grounds for the objection. Settlement Class Members need not appear at the Final Approval Hearing for their objections to be considered by the Court. Within seven (7) calendar days after the last day for Settlement Class Members to object to the Settlement, the Administrator shall provide a declaration to be filed concurrently with Plaintiff's motion for final approval detailing the administration process thus far, including, without limitation, copies of the Objections received.

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14. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 6 of the Superior Court of California, for the County of Riverside, located at Riverside Historic Courthouse, 4050 Main Street, Riverside California 92501, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Award, LWDA Payment, and Settlement Administration Costs.

15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Award, LWDA Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

16. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

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1 17. In the event the Settlement does not become effective in accordance with the terms
2 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
3 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
4 vacated, and the Parties shall revert back to their respective positions as of before entering into the
5 Settlement Agreement.

6 18. The Court reserves the right to adjourn or continue the date of the Final Approval
7 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
8 Members, and retains jurisdiction to consider all further applications arising out of or connected with
9 the Settlement. However, the Administrator shall give notice to any objecting party of any
10 continuance of the Final Approval Hearing.

11 **IT IS SO ORDERED.**

12
13 Dated: _____

By: _____

The Honorable Sunshine S. Sykes
Judge of the Superior Court

EXHIBIT A

**IN THE SUPERIOR COURT OF THE STATE CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SAMUEL ELLIOTT, individually and on behalf of other members
of the general public similarly situated,

Plaintiff,

vs.

MED-DATA, INCORPORATED, an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO. RIC1901865

**NOTICE OF CLASS ACTION AND
PROPOSED SETTLEMENT**

Department: 6
Judge: Hon. Sunshine S. Sykes

Complaint Filed: March 13, 2019
FAC Filed: [FAC filing date]
Trial Date: None Set

TO: All current and former hourly paid or non-exempt employees who worked for Med-Data, Incorporated in California at any time between March 13, 2015 and August 19, 2020 ("Class Members")

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY
BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS

A settlement ("Settlement") has been proposed in the lawsuit referenced above, pending in Riverside County Superior Court ("Court") titled *Samuel Elliott v. Med-Data, Incorporated*, Case No. RIC1901865 (the "Case"). If the Court gives Final Approval to the Settlement, Defendant Med-Data, Incorporated ("Defendant") will provide each Class Member a payment calculated, in part, based on the number of weeks worked by each Class Member as set forth in this notice.

Here is a summary of your rights and options, which are described in more detail later in this document. If you have any questions, please contact the Settlement Administrator, Simpluris, Inc. [\[Simpluris ADDRESS\]](#).

1. GENERAL INFORMATION

The Riverside County Superior Court preliminarily approved a settlement of the class action claims asserted by Plaintiff Samuel Elliott ("Plaintiff") in the Case. If you were employed by Defendant within the State of California and were hourly-paid or classified as non-exempt between March 13, 2015 and August 19, 2020, you are eligible to receive payment from the Settlement.

2. YOUR ESTIMATED PAYMENT INFORMATION

According to Defendant's payroll records, you are a Settlement Class Member who worked approximately [\[estimated Workweeks\]](#) Workweeks as an employee in California during the Class Period. Only weeks worked by you during the Class Period as an employee of Defendant may be considered compensable Workweeks under the Settlement. The Class Period is March 13, 2015 through August 19, 2020. Based on information currently available we estimate your total share of the Settlement will be approximately [\\$\[estimated Individual Settlement Share\]](#). This is only an estimate. The amount you ultimately receive as part of the Settlement may increase or decrease in accordance with the terms of the Settlement and the Court's orders.

Defendant respects your right to participate in this Settlement and will take no adverse action against you should you accept payment under the Settlement

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
GET A PAYMENT	If you do nothing, you will automatically receive a payment if the Settlement is finally approved by Court.	N/A
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Defendant regarding the allegations in the Case. Detailed instructions for this option are set forth in Section 17 below.	Deadline: [Response Deadline]
OBJECT	If you wish to object to the Settlement, you must submit your objections (i.e., why you do not believe the Settlement is fair or adequate) to the Riverside Superior Court and copies must be served on the Settlement Administrator, Plaintiff's counsel, and Defendant's counsel. Submitting an objection does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 18 below.	Deadline: [Response Deadline]
GO TO THE "FINAL APPROVAL HEARING"	The Court will hold a "Final Approval Hearing" to consider the Settlement, the request for attorneys' fees and costs by the attorneys representing the Class in the Case, and the Representative Plaintiff's request for an enhancement award for bringing and maintaining this action. You may, but are not required to, speak at the Final Approval Hearing about any objection to the Settlement that you submitted. If you intend to speak at the Final Approval Hearing, you must also provide a "Notice of Intention to Appear," indicating your intention to do so.	Hearing Date: [Final Approval Hearing Date]

The Court in charge of this Case has preliminarily approved the Settlement and must decide whether to give Final Approval to the Settlement. The relief provided to Class Members will only be provided if the Court gives Final Approval to the Settlement, and if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION.....	X
1. Why did I get this notice?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a settlement?	
5. How do I know if I am part of the Settlement?	
6. I'm still not sure if I am included.	
THE PROPOSED SETTLEMENT.....	X
7. What relief does the Settlement provide to the Class Members?	
PAYMENT TO THE CLASS.....	X
8. How can I get a payment?	
9. When will I get a payment?	
10. What if I disagree with the calculation regarding my estimated settlement payment?	
11. If I receive a settlement payment will I have to pay taxes on it?	
12. No retaliation or discrimination	
THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF.....	X
13. Do I have a lawyer in this case?	
14. How will the lawyers be paid?	
15. Will the Representative Plaintiff receive any compensation for their efforts in bringing and maintaining this Case?	
RELEASE OF ALL CLAIMS.....	X
16. What am I giving up to obtain relief under the Settlement?	
HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT.....	X
17. How do I exclude myself from the Settlement?	
HOW TO OBJECT TO THE SETTLEMENT.....	X
18. How do I tell the Court that I do not like the Settlement?	
19. What is the difference between excluding myself and objecting to the Settlement?	
FINAL APPROVAL HEARING.....	X
20. What is the Final Approval Hearing?	
21. When and where is the Final Approval Hearing?	
22. May I speak at the Final Approval Hearing?	
ADDITIONAL INFORMATION.....	X
23. How do I get more information?	
24. What if my address or other information has changed?	

BACKGROUND INFORMATION

1. Why did I receive this notice?

You received this Notice because a Settlement has been reached in this Case. According to Defendant's available records you are a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Case, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 23 below.

2. What is this lawsuit about?

The Case alleges that Defendant failed to pay overtime wages, failed to provide meal periods, failed to provide rest breaks, failed to pay minimum wages, failed to timely pay wages at separation, failed to timely pay wages during employment, failed to provide accurate wage statements, failed to keep payroll records, failed to reimburse business expenses, committed unfair competition, and violated the California Private Attorneys General Act, and it thus subject to damages under the California Labor Code.

Defendant denies Plaintiff's allegations in their entirety. Defendant contends that it complied with California law, including paying all overtime wages, providing all required meal periods, providing all required rest breaks, paying minimum wages, timely paying wages at separation, timely paying wages during employment, providing accurate wage statements, keeping payroll records, reimbursing business expenses, fairly competing, and complying with all requirements of the California Private Attorneys General Act. Defendant contends that its affirmative defenses to this action may otherwise prevent or limit Plaintiff's class claims.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiff's claims in the Case.

For information about how to learn about what has happened in this Case to date, please see Section 23 below.

3. Why is this a class action?

In a class action lawsuit, a "Representative Plaintiff" (in this Case, Samuel Elliott) sued on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, Med-Data, Incorporated, is called the Defendant.

4. Why is there a settlement?

The Representative Plaintiff made claims against Defendant. Defendant denies that it has done anything wrong or illegal and admits no liability. **The Court has not decided whether the Representative Plaintiff or the Defendant should win in this Case. Instead, both sides agreed to a Settlement.** That way, both sides avoid the cost of a trial, and the Class Members will receive payment now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: "All current and former hourly paid or non-exempt employees who worked for Med-Data, Incorporated in California at any time between March 13, 2015 and August 19, 2020."

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write to the Settlement Administrator for help. The address for the Settlement Administrator is **[SIMPLURIS ADDRESS]**.

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

Defendant has agreed to fund a settlement with a maximum value of \$1,565,000 (“Maximum Settlement Amount”). This settlement amount will be used to pay the claims of the Class Members, and the following amounts requested by Plaintiff and subject to Court approval: the cost of providing notice to the Class and administering the Settlement (up to \$25,000); to pay any awards by the Court for attorneys’ fees (up to \$547,750) and costs (up to \$25,000) to Plaintiff’s counsel; and any enhancement award the Court awards to the Representative Plaintiff (up to \$10,000). The estimated Net Settlement Amount to be used to pay the claims of Class Members is approximately \$[estimated Net Settlement Amount].

Your estimated Settlement Payment is stated on the first page of this Notice. Your estimated payment was calculated using Defendant’s payroll and employee records. Individual Settlement Payments will be calculated and apportioned as follows:

- (a) The “Net Settlement Amount” shall be calculated by subtracting the payments for attorneys’ fees and costs to Class Counsel, the enhancement award to the Representative Plaintiff, the administration costs to the Settlement Administrator, and payment of \$75,000 to the California Labor and Workforce Development Agency for penalties under PAGA, from the Maximum Settlement Amount.
- (b) The Net Settlement Amount will be divided up and paid to Participating Class Members on a pro-rata basis based on each Participating Class Member’s total number of “Individual Workweeks” divided by the aggregate Individual Workweeks of all Participating Class Members according to the following formula:
 1. For each Participating Class Member, Defendant will calculate the total number of weeks that the individual worked for Defendant during the Class Period.
 2. The “Individual Settlement Payment” for each Participating Class Member will equal the individual’s Individual Workweeks divided by the aggregate Individual Workweeks for all Participating Class Members multiplied by the Net Settlement Amount.
- (c) For tax purposes, one-third (1/3) of your Individual Settlement Payment shall be allocated as wages, and two-thirds (2/3) shall be allocated as interest, penalties, and other non-wage damages.

PAYMENT TO THE CLASS

8. How can I get a payment?

If you wish to remain a Settlement Class Member and obtain any share of the Settlement to which you may be entitled, then you do not have to do anything and you will automatically receive a settlement payment in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Payment you will receive will be a full and final settlement of your Released Claims described below.

9. When will I get a payment?

As described in Sections 20 and 21, the Court will hold a hearing on [Final Approval Hearing Date] to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

10. What if I disagree with Defendant's calculation regarding my estimated settlement payment?

If you believe that the number of Workweeks with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by **[Response Deadline]** showing that such information is inaccurate. In order to dispute Workweeks, you must submit a written letter to the Administrator that: (a) contains the case name and number of the Action, (b) is signed by you, (c) contains your full name, address, telephone number, and the last four digits of your Social Security number, (d) clearly states that you dispute the number of Workweeks credited to you AND what you contend is the correct number, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct. The written dispute must be sent (i.e., postmarked or delivery date stamped) no later than **[Response Deadline]**, and sent to the Settlement Administrator at: Simpluris, Inc., **[SIMPLURIS ADDRESS]**.

The Settlement Administrator shall then decide the dispute between your calculation and that of Defendant. Defendant's records will be presumed to be correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute.

11. If I receive a settlement payment will I have to pay taxes on it?

One-third (1/3) of your Individual Settlement Payment shall be allocated as wages, and two-thirds shall be allocated as interest, penalties, and other non-wage damages. You should consult with a tax professional for more information about your own specific situation.

12. No retaliation or discrimination.

Defendant respects your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

13. Do I have a lawyer in this case?

The Court has preliminarily approved Lawyers *for* Justice, PC ("Class Counsel") to represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the settlement, you may contact Class Counsel by writing to them at 410 West Arden Avenue, Suite 203, Glendale, CA 91203; by emailing them at edwin@calljustice.com; or by calling them at (818) 265-1020. Alternatively, if you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Defendant has agreed to pay Class Counsel's attorney's fees up to \$547,750 and costs of up to \$25,000 for their services in litigating the Case, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs.

15. Will the Representative Plaintiff receive any compensation for her efforts in bringing and maintaining this Case?

The Representative Plaintiff will request an enhancement award of up to \$10,000 for his services as class representative and his efforts in bringing and maintaining this action. The Court will make the final decision as to the amount to be paid to the Representative Plaintiff.

RELEASE OF ALL CLAIMS

16. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendant. Specifically, you will release the Released Parties from any and all claims

made, or which could have been made, based on the facts alleged in the First Amended Complaint arising during the Class Period including, but not limited to, any claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to pay hourly wages, failure to pay meal period wages, failure to pay rest period wages, failure to provide rest breaks, failure to provide meal periods, failure to provide accurate wage statements, failure to pay wages upon separation, failure to reimburse business expenses, violations of the California Private Attorneys General Act, violations of the California Industrial Welfare Commission's ("IWC") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2698, et seq., 2699, 2800, 2802, California Business and Professions Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto (hereinafter the "Released Claims"). The release shall not extend to any claims outside of the Class Period of March 13, 2015, to August 19, 2020.

The released parties include Defendant Med-Data, Incorporated, MEDNAX Services, Inc., Cardon Healthcare Network, LLC, Alegis Revenue Group, LLC, Diversified Healthcare Services, LLC, and their respective directors, officers, agents, and employees ("Released Parties")

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

17. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement (i.e. "opt out"). If you want to be excluded, you must either complete and return the Request for Exclusion Form or send a written request via U.S. Mail or other delivery service to the Settlement Administrator that states: (a) the case name and number of the Case "*Samuel Elliott v. Med-Data, Incorporated*, Case No. RIC1901865"; (b) your full name, address, telephone number, and last four digits of your Social Security number; and (c) a statement that you have received notice of the Settlement and have decided that you do not wish to participate in the Settlement. You must sign the written request for it to be valid. The completed Request for Exclusion Form or written request must be sent (i.e., postmarked or delivery date stamped) no later than **[Response Deadline]**, and sent to the Settlement Administrator at: Simpluris, Inc., **[SIMPLURIS ADDRESS]**.

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Case, you will not receive an Individual Settlement Share, and you will not be precluded from prosecuting any timely individual claim against Defendant based on the conduct complained of in the Case.

HOW TO OBJECT TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before the Court grants Final Approval. You can ask the Court to deny approval by filing an objection. You **cannot** ask the Court to order a larger settlement; the Court can only approve or deny the settlement.

You may object to the Settlement in writing by either completing and returning an Objection Form or submitting a written statement that contains: (a) case name and number of the Case "*Samuel Elliott v. Med-Data, Incorporated*, Case No. RIC1901865"; (b) your full name, address, telephone number, and last four digits of your Social Security number; and (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based. The completed Objection Form or written request must be sent (i.e., postmarked or delivery date stamped) no later than **[Response Deadline]**, and sent to the Settlement Administrator at: Simpluris, Inc., **[SIMPLURIS ADDRESS]**.

You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel, you will be responsible for your attorneys' fees and costs.

You may also appear at the Final Approval Hearing at the date, time and location stated in Section 21 below.

If you make an objection and the Court disagrees with your objection and grants Final Approval of the Settlement, you will have released all Released Claims against Released Parties as described in Section 16 above and will receive your Individual Settlement Payment.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

19. What is the difference between excluding myself and objecting to the Settlement?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FINAL APPROVAL HEARING

20. What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement, meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Final Approval Hearing. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel and to consider the request for an enhancement award for the Representative Plaintiff.

21. When and where is the Final Approval Hearing?

On [Final Approval Hearing Date], at [Final Approval Time], a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Sunshine Sykes in Department 6 of the California Superior Court, for the County of Riverside, located at 4050 Main Street, Riverside, California 92501. The hearing may be postponed to a different date, time or location without notice. It is not necessary for you to appear at this hearing unless you want to object to the settlement.

22. May I speak at the hearing?

At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to.

ADDITIONAL INFORMATION

23. How do I get more 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 Class Action and PAGA Settlement Agreement, which is attached as Exhibit [#] to the Declaration of Edwin Aiwazian in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on [MPA filing date], and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside County Superior Court, Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. Some documents and information regarding the Action can also be accessed online for free or at a minimal charge at the Riverside County Superior Court's website <http://public-access.riverside.courts.ca.gov/OpenAccess/CivilMainMenu.asp>. To look up and access documents and information on the Court's systems, you will need to use the case number for the Action (RIC1901865).

24. What if my address or other information has changed?

It is your responsibility to inform the Settlement Administrator of your updated information. You may make corrections to your address by contacting the Settlement Administrator at: Simpluris, Inc., [SIMPLURIS TELEPHONE NUMBER].

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE CLASS LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE

SAMUEL ELLIOTT, individually and on
behalf of other members of the general
public similarly situated,

Plaintiff,

v.

MED-DATA, INCORPORATED, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. RIC1901865

NOTICE OF OBJECTION FORM

Department: 6
Judge: Hon. Sunshine S. Sykes

Complaint Filed: March 13, 2019
FAC Filed: [FAC Filing Date]
Trial Date: None Set

TO: [NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[LAST FOUR DIGITS OF SSN]

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE SETTLEMENT.

If you wish to object to the settlement, you must state all grounds for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before [RESPONSE DEADLINE]. Please include copies of any papers, briefs, or other documents upon which your objection is based.

Med-Data Class Action Settlement
Simpluris, Inc.
[INSERT MAILING ADDRESS]

I wish to object to the settlement on the following grounds:

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE

SAMUEL ELLIOTT, individually and on
behalf of other members of the general
public similarly situated,

Plaintiff,

v.

MED-DATA, INCORPORATED, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. RIC1901865

REQUEST FOR EXCLUSION FORM

Department: 6
Judge: Hon. Sunshine S. Sykes

Complaint Filed: March 13, 2019
FAC Filed: [FAC filing date]
Trial Date: None Set

TO: [NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[LAST FOUR DIGITS OF SSN]

**USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF
FROM THE SETTLEMENT.**

If you wish to exclude yourself from the settlement, you must read and sign the following
statement and return this form by mail to the Settlement Administrator, postmarked on or before
[RESPONSE DEADLINE], at the following mailing address:

Med-Data Class Action Settlement
Simpluris, Inc.
[INSERT MAILING ADDRESS]

I request to be excluded from the class action settlement in the matter of *Samuel Elliott v. Med-Data, Incorporated*. By excluding myself from the settlement, I understand that I will not be bound by the settlement and release, that I will not receive an Individual Settlement Share from the settlement.

Date: _____

Signature: _____

If you do not wish to exclude yourself from the settlement, you do not need to take any action. If the proposed settlement receives final approval from the Court, you will receive a check by U.S. Mail.