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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

PRISCILLA DE LA CRUZ CORONA,
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.

WEST POINT MEDICAL CENTER, an
unknown business entity;
COMPREHENSIVE PRIMARY CARE
MEDICAL, an unknown business entity; and
COMPREHENSIVE PRIMARY CARE
MEDICAL ASSOCIATES, INC., dba WEST
POINT MEDICAL CENTER, a California
corporation; DOES 2 through 100, inclusive,

Defendants.

Case No.: CIVDS2009703

Honorable David S. Cohn
Department S26

CLASS ACTION

**DECLARATION OF LINDSAY KLINE
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

[Notice of Motion and Motion for Final Approval
of Class Action Settlement, Attorneys' Fees,
Costs, and Enhancement Payment; Declaration of
Class Counsel (Edwin Aiwazian); Declaration of
Class Representative (Priscilla De La Cruz
Corona); and [Proposed] Final Approval Order
and Judgment filed concurrently herewith]

Date: July 12, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: June 3, 2020
FAC Filed: December 20, 2021
Trial Date: None Set

DECLARATION OF LINDSAY KLINE

I, LINDSAY KLINE, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. (“Simpluris”), the settlement administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, California 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 the Court to provide notice of the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) and settlement administration services in the *Priscilla De La Cruz Corona v. West Point Medical Center, et al.* case (“Action”). 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) printing and mailing the Notice of Class Action Settlement (“Class Notice”) to Class Members; (d) receiving and validating timely letters submitted by Class Members indicating a request to be excluded from the Settlement (“Requests for Exclusion”), Class Members’ valid and timely written objections to the Settlement Agreement (“Notices of Objection”), and disputes of the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee of California during the Class Period (“Workweeks”); (e) calculating the *pro rata* shares of the Net Settlement Amount that Class Members may be eligible to receive under the Settlement Agreement (“Individual Settlement Share”); (f) calculating the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) and providing appropriate forms and calculations to Defendant; (g) processing and mailing payments to the Plaintiff, Class Counsel, Class Members, and Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”); (h) providing counsel

1 with weekly reports; and (i) performing other tasks as the Parties mutually agree or the Court orders
2 Simpluris to perform.

3 **TOLL FREE TELEPHONE HELPLINE**

4 4. A toll-free telephone number was included in the Class Notice for the purpose of
5 allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The
6 system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the
7 settlement process. Callers have the option to speak with a live call center representative during normal
8 business hours or to leave a message and receive a return call during non-business hours. Spanish-
9 speaking representatives are available during normal business hours. The toll-free telephone number
10 included in the Class Notice was (888) 369-3780 and was live on April 29, 2022.

11 **NOTIFICATION TO THE CLASS**

12 5. On March 14, 2022, Simpluris received the Court-approved Class Notice from Class
13 Counsel. The Class Notice advised Class Members of their right to submit a Request for Exclusion,
14 Notice of Objection, Workweeks dispute, do nothing, and the implications of each such action. The
15 Class Notice advised Class Members of applicable deadlines and other events, including the Final
16 Approval Hearing, and how Class Members could obtain additional information.

17 6. On April 19, 2022, Defendant's Counsel provided Simpluris with a mailing list
18 containing Class Members' full names, most recent mailing addresses, telephone numbers, Social
19 Security numbers, and start and end dates of employment as hourly-paid or non-exempt employees of
20 Defendant in California during the Class Period ("Class Data and List"). The Class Data and List
21 contained data for one hundred and twenty-eight (128) individuals identified as Class Members.

22 7. The mailing addresses contained in the Class Data and List were processed and updated
23 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service.
24 The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that
25 any individual had filed a U.S. Postal Service change of address request, the address listed with the
26 NCOA would be utilized in connection with the mailing of the Class Notice. Simpluris was able to
27 locate twenty-three (23) updated addresses using NCOA prior to the mailing of the Class Notice.
28

1 8. On April 29, 2022, Class Notices were mailed via First-Class U.S. Mail to the one
2 hundred and twenty-eight (128) Class Members with addresses contained in the Class Data and List or
3 updated via the NCOA search. A true and correct copy of an exemplar Class Notice is attached hereto
4 as “**Exhibit 1**”.

5 9. As of this date, fifteen (15) Class Notices were returned to Simpluris without a
6 forwarding address. If a Class Member’s Class Notice was returned by the USPS as undeliverable and
7 without a forwarding address, Simpluris performed an advanced address search (i.e., skip trace) on all
8 of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris used
9 the Class Member’s name and previous address to locate a current address. Through the advanced
10 address searches, Simpluris was able to locate fifteen (15) updated addresses and Simpluris promptly
11 re-mailed a Class Notice to those updated addresses. Ultimately, there are no Class Notices that remain
12 undeliverable.

13 **REQUESTS FOR EXCLUSION, NOTICES OF OBJECTION AND DISPUTES**

14 10. The deadline for Class Members to submit a Request for Exclusion, Notice of Objection,
15 or Workweeks dispute was June 13, 2022 (“Response Deadline”).

16 11. As of this date, Simpluris has not received any Requests for Exclusion from Class
17 Members.

18 12. As of this date, Simpluris has not received any Notices of Objection from Class
19 Members.

20 13. As of this date, Simpluris has not received any Workweeks disputes from Class
21 Members.

22 **CLASS MEMBER AWARDS**

23 14. As of this date, there are one hundred and twenty-eight (128) Class Members who did
24 not submit a valid and timely Request for Exclusion and are therefore deemed Settlement Class
25 Members, representing 100% of the Class.
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15. As of this date, the total Workweeks during the period of June 3, 2016 to May 4, 2021 is 8,967.75. As such, the Escalator Clause in Paragraph 36 of the Settlement Agreement was not triggered.

16. The Net Settlement Amount of \$252,600.00 available to pay Settlement Class Members was determined by subtracting the Attorneys' Fees and Costs, consisting of attorneys' fees (\$200,000.00) and reimbursement of litigation costs and expenses (\$35,000.00), Enhancement Payment (\$7,500.00), PAGA Penalties (\$100,000.00), and the Settlement Administration Costs (\$4,900.00) from the Maximum Settlement Amount (\$600,000.00).

17. The ***average estimated Individual Settlement Share*** is \$1,973.44 and the ***highest estimated Individual Settlement Share*** is \$7,230.90. These amounts are subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of each Individual Settlement Share.

18. Based on the twenty-five percent (25%) portion of the PAGA Penalties (i.e., \$25,000.000 out of \$100,000.00) to be distributed to all Class Members on a *pro rata* basis, regardless of whether they have submitted a Request for Exclusion, the ***average estimated PAGA payment*** is \$195.31 and the ***highest estimated PAGA payment*** is \$715.65.

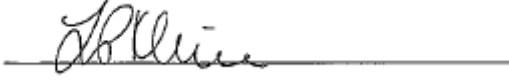
FIRST INSTALLMENT

19. On April 6, 2022, Defendant deposited half of the Maximum Settlement Amount (i.e., \$300,000.00) into a qualified settlement account established by Simpluris (“First Installment”).

SETTLEMENT ADMINISTRATION COSTS

20. Simpluris’ total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$4,900.00. 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. A true and correct copy of the invoice stating the Settlement Administration Costs is attached hereto as “**Exhibit 2.**”

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 14th day of June 2022, in Costa Mesa, CA.

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5 Lindsay Kline
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EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Priscilla De La Cruz Corona v. West Point Medical Center, et al.

Superior Court of California for the County of San Bernardino, Case No. CIVDS2009703

PLEASE READ THIS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, 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.

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Notice_Encoded»

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Priscilla De La Cruz Corona (“Plaintiff”) and Defendant Comprehensive Primary Care Medical Associates, Inc. dba West Point Medical Center (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Priscilla De La Cruz Corona v. West Point Medical Center, et al.*, San Bernardino County Superior Court, Case No. CIVDS2009703 (“Action”), which may affect your legal rights. On March 14, 2022, the Court granted preliminary approval of the settlement and scheduled a hearing on July 12, 2022, at 10:00 A.M (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” means all current and former hourly-paid non-exempt employees of Defendant in California at any time during the period from June 3, 2016 through May 4, 2021.

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

“**Class Period**” means the period from June 3, 2016 through May 4, 2021.

II. BACKGROUND OF THE LAWSUIT

On June 3, 2020, Plaintiff filed the Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVDS2009703. On December 20, 2021, Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq* (“Operative Complaint”) alleging a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”). Plaintiff alleges that Defendant 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 accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and 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.

Defendant denies all of the allegations in the Action or that it violated any law.

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

On March 14, 2022, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff as the representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh

Lawyers for Justice, PC

410 West Arden Avenue, Suite 203
Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. 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 maximum settlement amount is Six Hundred Thousand Dollars (\$600,000) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Settlement Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees of up to one-third (33 1/3%) of the Maximum Settlement Amount (i.e., \$200,000) and reimbursement of actual costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) to Class Counsel; (2) Enhancement Payment in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for her services in the Action; (3) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars (\$7,000) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). Note: The PAGA Penalties will be distributed 75% (i.e., \$75,000) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000) will be distributed to all Class Members on a *pro rata* basis, regardless of whether they submit a Request for Exclusion.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty-five percent (25%) wages, which will be reported on an IRS Form W2, and seventy-five percent (75%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection

with the wages portion of Individual Settlement Shares shall be paid by Defendant in addition to the Maximum Settlement Amount.

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

B. Your Workweeks Based on Defendant's Records

According to Defendant's records, you have been credited with «MERGED_WW_CALC» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Action (*Priscilla De La Cruz Corona v. West Point Medical Center, et al.*, Case No. CIVDS2009703); (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 to be credited to you; (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (f) is returned by fax or mail to the Settlement Administrator at the address and/or facsimile number specified in Section IV.B below, postmarked or fax-stamped **on or before June 13, 2022.**

C. Your Estimated Individual Settlement Share

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«MERGED_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 and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

D. Release of Claims

Upon the Effective Date, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

"Released Claims" means all claims under state, federal, or local law, whether statutory, in tort, contract, or otherwise, pleaded in the Operative Complaint or that could have been pleaded based on the facts pleaded in the Operative Complaint, arising during the period June 3, 2016 through and including March 14, 2022, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business-related expenses, unfair or unlawful business practices pursuant California Business and Professions Code § 17200, *et seq.* based on the aforementioned, and civil penalties pursuant to California Labor Code § 2698, *et seq.* ("PAGA") based on the aforementioned.

"Released Parties" means Defendant and any of its past and present parents, subsidiaries, and divisions, and their shareholders, officers, directors, employees, partners, attorneys, insurers and reinsurers, predecessors, successors, successors-in-interest, assigns, accountants, auditors, consultants, legal representatives, and any individual or entity that could be jointly or severally liable for any of the Released Claims.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees of up to one-third (33 1/3%) of the Maximum Settlement Amount (i.e., \$200,000.00) and reimbursement of actual costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) ("Enhancement Payment"), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars (\$7,000) ("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 of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum 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 Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must submit a written letter indicating a request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Priscilla De La Cruz Corona v. West Point Medical Center, et al.*, Case No. CIVDS2009703); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you do not wish to be included in the Settlement; and (e) be returned by fax or mail the Settlement Administrator, postmarked or faxed **on or before June 13, 2022**, at the following mailing address and/or facsimile number:

De La Cruz Corona v. West Point Medical Center, et al.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-3780 / Fax: (714) 824-8591

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. However, Class Members may not opt out of the PAGA portion of the Settlement and all Class Members will receive their share of the PAGA Penalties regardless of whether they submit a Request for Exclusion. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a valid and timely written objection to the Settlement (“Notice of Objection”) to the Settlement Administrator.

A Notice of Objection must be in writing and include: (a) the case name and number of the Action (*Priscilla De La Cruz Corona v. West Point Medical Center, et al.*, Case No. CIVDS2009703); (b) your full name, signature, address, and telephone number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, brief, or other documents upon which the objection is based; and (e) be mailed or faxed to the Settlement Administrator at the address and/or facsimile number listed in Section IV.B above, postmarked or fax-stamped **on or before June 13, 2022**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on July 12, 2022, at 10:00 A.M. to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sb-court.org/>

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 other court records in the Action for a fee by visiting the civil clerk’s office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking “Accept (Civil/Appeals),” clicking “Click here to access the Portal,” clicking “Smart Search,” and typing in the Court Case Number “CIVDS2009703.”

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 CLASS COUNSEL.

EXHIBIT 2



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

Estimate #:	14037	Prepared By:	Michael Sutherland
Estimate Date:	10/26/2021	Direct Dial #	321.223.5067
		Email:	msutherladn@simpluris.com

Plaintiff Attorney

Attorney/Client: **Alexandra Rose**
Firm: Lawyers for Justice
Email: [<a.rose@calljustice.com>](mailto:a.rose@calljustice.com)

Defense Attorney

Attorney/Client:
Firm:
Email:

Case Name: PC-Comprehensive Primary Care-9703: All In Settlement

Capped Fee*	\$4,900
Postage	\$242

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	200	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	Escheat	State(s):	CA
		Federal Tax Return	One Year

Case Setup

Website - Post Order and Settlement Agreement

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: 8 pg Notice - Double Sided - English

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	200	\$200.00
Postage	\$0.58	200	\$116.00
NCOA/CASS/LACS	\$0.10	200	\$20.00
Undeliverable Processing	\$0.25	20	\$5.00
Skip Trace RUM	\$2.00	20	\$40.00
Remail Notice Packet	\$1.50	17	\$25.50
Remail Postage	\$0.58	17	\$9.86
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$466.36

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
800 # Charges	\$0.10	180	\$18.00
Total			\$243.00



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

Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	2	\$5.00
Opt Out Processing	\$2.00	2	\$4.00
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$384.00

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	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$2.00	200	\$400.00
Postage	\$0.58	200	\$116.00
Process Returned Checks	\$0.50	2	\$1.00
Skip Trace Search Undeliverable Checks	\$5.00	2	\$10.00
Remail Checks (Includes Postage)	\$4.00	2	\$8.00
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee(2021)	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	3	\$15.00
Postage	\$0.58	3	\$1.74
Unclaimed Funds: Escheat Management	\$50.00	1	\$50.00
Disbursement Manager	\$125.00	3	\$375.00
Total			\$3,421.74



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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 \$241.86

Total Case Costs \$5,310.10

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

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

Simpluris Security Summary – White Paper

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

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

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

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