

1 Justin F. Marquez, Esq. (SBN 262417)
justin@wilshirelawfirm.com

2 Christina M. Le, Esq. (SBN 237697)
cle@wilshirelawfirm.com

3 WILSHIRE LAW FIRM

4 3055 Wilshire Blvd., 12th Floor

Los Angeles, California 90010

5 Telephone: (213) 381-9988

Facsimile: (213) 381-9989

6 *Attorneys for Plaintiff*

7 Joshua Carlon, Esq. (SBN 263838)

8 joshua.carlon@lewisbrisbois.com

Robert Walker, Esq. (SBN 254337)

9 Robert.Walker@lewisbrisbois.com

10 LEWIS BRISBOIS

633 W. 5th Street, Suite 4000

11 Los Angeles, CA 90071

12 Telephone: (213) 281-5235

Fax: (213) 250-7900

13 *Attorneys for Defendant*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SAN BERNARDINO**

16
17 VANESSA MURILLO, individually, and on
18 behalf of all others similarly situated,

19 *Plaintiff,*

20
21 v.

22
23 SAN BERNARDINO MEDICAL
24 ORTHOPAEDIC GROUP, INC. DBA
25 ARROWHEAD ORTHOPAEDICS, a
California Corporation; and DOES 1 through
26 10, inclusive,

27 *Defendants.*
28

Case No.: **CIVSB2128071**

**DECLARATION OF STEPHEN
GOMEZ REGARDING NOTICE
AND SETTLEMENT
ADMINISTRATION**

Judge: Hon. David Cohn

Dept.: S-26

Hearing Date: November 18, 2022

Hearing Time: 10:00 a.m.

1
2 I, **STEPHEN GOMEZ** declare the following facts to be true and correct and if called as a
3 witness would testify competently to the same:

4 1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris") the claims
5 administrator in the above-entitled action. My business address is 3194-C Airport Loop
6 Drive, Costa Mesa, CA 92626. My telephone number is (714) 824-8590. I am over twenty-
7 one years of age and authorized to make this declaration on behalf of Simpluris and myself.

8
9 2. Simpluris, Inc. is a Class Action Settlement Administration company located
10 in Costa Mesa, CA. It is founded by individuals who have each managed hundreds of
11 settlements, along with professionals in the areas of Software Development, Third-Party
12 Claims Administration, Mail-House Operations, and Call Center Support Management.

13
14 3. Simpluris was appointed by the Court as Settlement Administrator to
15 administer the settlement in accordance with the terms of the Joint Stipulation of Class
16 Action and PAGA Settlement and Release entered into by the parties on or about June
17 20, 2022, (the "Settlement Agreement"). Simpluris has been, and if the Court grants
18 final approval of the Settlement, will be responsible for, among other things:

19
20 (a) printing and mailing the Notice of Class Action Settlement ("Notice") (b) receiving
21 undeliverable Notice Packets; (c) receiving and validating requests for exclusion,
22 objection, or disputes of weeks worked; (d) calculating individual settlement payments,
23 distributing funds, and tax-reporting following final approval; (e) mailing settlement
24 checks; (f) answering questions from Class Members; and (g) performing such other
25 tasks necessary to effectuate the terms of the Settlement or as the Parties mutually agree
26 or the Court orders Simpluris to perform.
27
28

1 4. A toll-free telephone number was included in the Notice for the purpose of
2 allowing the Class Members to call Simpluris and to make inquiries regarding the
3 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in
4 operation throughout the settlement process. Callers have the option to speak with a live
5 call center representative in English and Spanish during normal business hours or to leave
6 a message and receive a return call during non-business hours. The toll-free telephone
7 number included in the Notice was 1-877-273-3413.

9 5. On July 22, 2022, Simpluris received the Court-approved Notice. The
10 Notice advised Class Members of their right to opt out from the Settlement, object to the
11 Settlement, or do nothing, and the implications of each such action. The Notice advised
12 Class Members of applicable deadlines and other events, including the Final Approval
13 Hearing, and how Class Members could obtain additional information. The Notice was
14 pre-printed with the name and address of the Class Member and their estimated payment.
15 A sample Notice Packet is attached hereto as **Exhibit A**.

17 6. On August 9, 2022, Counsel for Defendant provided Simpluris with a
18 mailing list ("Class List") containing the name, last known address, Social Security
19 number, and pertinent employment information during the Class Period for the Class
20 Members. The Class List contained data for nine hundred five (905) Class Members.

22 7. The mailing addresses contained in the Class List were processed and updated
23 utilizing the National Change of Address Database ("NCOA") maintained by the U.S.
24 Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service.
25 In the event that any individual had filed a U.S. Postal Service change of address request,
26
27
28

1 the address listed with the NCOA was utilized in connection with the mailing of the
2 Notices.

3 8. On August 19, 2022, after updating the mailing addresses through the
4 NCOA, Notices were mailed via First Class Mail to nine hundred five (905) Class
5 Members.

6 9. As of this date, twenty-seven (27) Notices were returned by the post
7 office. For those without forwarding addresses, Simpluris attempted to find a forwarding
8 address using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used
9 the Class Member's name and previous address to locate a current address. Altogether,
10 Simpluris re-mailed twenty (20) Notices to either; a new forwarding address provided by
11 the Post Office, a newfound address using Accurint, or a forwarding address provided by
12 the Class. Ultimately, seven (7) Notices were undeliverable.

13 10. The Net Settlement Amount available to pay Participating Class Members
14 was determined as follows:

15	Maximum Settlement Amount:	<u>\$1,500,000.00</u>
16	Less Attorneys' Fees (Requested)	-\$500,000.00
17	Less Litigation Costs (Requested)	-\$25,000.00
18	Less Plaintiff's Service Payment (Requested)	-\$10,000.00
19	PAGA – LWDA Payment	-\$22,500.00
20	PAGA – Aggrieved Employees	-\$7,500.00
21	<u>Less Settlement Administration:</u>	<u>-\$9,995.00</u>
22	NET SETTLEMENT FUND	\$925,005.00

11. As of this date, there are nine hundred three (903) Participating Class Members who will receive a Settlement Payment. The estimated average payment is \$1,024.37 and the estimated highest payment is \$3,111.57

12. As of this date, there are six hundred thirty-nine (639) PAGA Employees who will receive a PAGA Payment from the \$7,500.00 allocated to the Class. The estimated average PAGA payment is \$11.73 and the estimated highest payment is \$24.51

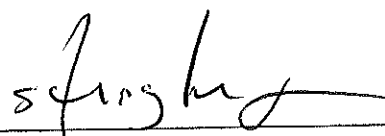
13. As of this date, Simpluris has received two (2) requests for exclusion from the Settlement, which represents 0.21% of the Class.

14. As of this date, Simpluris has not received any disputes.

15. Class Members who wished to object were directed to file their objection with the Court and serve a copy of the objection on the attorneys for the parties. As of this date, Simpluris has not received any objections.

16. 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 \$9,995.00. 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 preparation of the necessary tax reporting on such payments. A breakdown of Simpluris' administrations fees is attached hereto as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20th day of October, 2022, in Costa Mesa, California.



Stephen Gomez

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

«I Mj ul I Bar codeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SMID «SMID»

«City», «State» «Zip»-«ZipDPC3»

The California Superior Court, County of San Bernardino has granted preliminary approval to a proposed settlement ("Settlement") of *Murillo v. Arrowhead Orthopaedics*, San Bernardino County Superior Court Case No. CIVSB2128071. Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes (collectively these individuals are referred to as the "Class" or "Class Members"):

Any and all persons that performed work for Defendant San Bernardino Medical Orthopaedic Group, Inc. DBA Arrowhead Orthopaedics (collectively "Defendant") in California as an hourly paid or non-exempt employee during the time period of April 5, 2017 through June 18, 2022.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?	Page 1
2. What Is This Case About?	Page 2
3. Am I a Class Member? Am I a PAGA Employee?	Page 2
4. How Does This Class Action Settlement Work?	Page 2
5. Who Are The Attorneys Representing The Parties?	Page 2
6. What Are My Options?	Page 2
7. How Do I Opt Out Or Exclude Myself From This Settlement?	Page 3
8. How Do I Object To The Settlement?	Page 3
9. How Does This Settlement Affect My Rights? What are the Release Claims?	Page 4
10. How Much Can I Expect To Receive From This Settlement?	Page 4
11. How Do I Get More Information About The Case Or The Settlement?	Page 5

1. Why Have I Received This Notice?

Defendant's records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Class Claims, as described below, during the Class Period.

A Preliminary Approval Hearing was held on July 20, 2022, in the California Superior Court, County of San Los Angeles. The Court conditionally certified the Classes for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on November 18, 2022 at 10:00 a.m., located at 247 W 3rd Street, San Bernardino, CA 92415. The Final Approval Hearing may be continued without further notice to the Class Members.

You are advised to check the Court's website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed.

2. What Is This Case About?

The Class Action filed by Plaintiff Vanessa Murillo, alleges causes of action against Defendant on behalf of Plaintiff and those similarly situated for (1) Failure to Pay All Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Furnish Accurate Wage Statements; (6) Waiting Time Penalties; (7) Violation of Unfair Competition Law; and (8) Violations of the Private Attorneys General Act, Labor Code §2699, et seq. ("PAGA").

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial. Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. Am I A Class Member? Am I a PAGA Employee?

You are a Class Member if you performed work for Defendant in the State of California as a non-exempt employee during the time period of April 5, 2017 through June 18, 2022.

If you worked for Defendant in the State of California as a non-exempt employee during the time period of April 5, 2020 through June 18, 2022, you are also an "PAGA Employee" under the settlement.

4. How Does This Class Action Settlement Work?

In this Action, Plaintiff sued on behalf of herself and all other similarly situated individuals as defined in Section 3 above. Plaintiff and these individuals comprise a "Class" and are "Class Members." The settlement of this Action resolves the Released Class Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

The Court has decided that Justin F. Marquez, Christina M. Le, and Arsine Grigoryan or the Wilshire Law Firm, PLC, are qualified as Class Counsel to represent you and all other Class Members simultaneously.

Class Counsel / Attorneys for Plaintiff	Attorneys for Defendant
Wilshire Law Firm, PLC Justin F. Marquez Christina M. Le Arsine Grigoryan 3055 Wilshire Blvd., 12 th Floor Los Angeles, CA 90010 Telephone: (213) 381-9988 Facsimile: (213) 381-9989	LEWIS BRISBOIS BISGAARD & SMITH LLP Joshua D. Carlon Robert Walker 633 W 5th Street, Suite 4000 Los Angeles, California 90071 Telephone: (213) 281-5235 Facsimile: (213) 250-7900

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims and Released PAGA Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims and Released PAGA Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are a PAGA Employee, you will receive an Individual PAGA Settlement Payment and be bound by the Released PAGA Claims, even if you opt-out of the settlement.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case. You may appear without counsel.

The procedures for opting out and objecting are set forth below in the sections entitled "How Do I Opt Out or Exclude Myself From This Settlement" and "How Do I Object To The Settlement?"

7. How Do I Opt Out Or Exclude Myself From This Settlement?

Class Members may elect to Opt Out of the Settlement and, thus, exclude themselves from the Settlement. Class Members who wish to exercise this option must submit a timely and valid Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than October 18, 2022. Class Members who do not Opt Out by submitting valid and timely Requests for Exclusion will be deemed to be Participating Class Members, will be bound by the Settlement and the Judgment entered based thereon.

Murillo, Plaintiff, vs. San Bernardino Medical Orthopaedic Group Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

The proposed settlement includes the settlement of claims for civil penalties under the PAGA. You may not request to be excluded from the settlement of a PAGA claim. Thus, if the court approves of the settlement, even if you request exclusion from the settlement, if you worked during the PAGA Period of April 5, 2020 through June 18, 2022, you will receive an Individual PAGA Settlement Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right to individually pursue only the remaining class claims.

8. How Do I Object To The Settlement?

Class Members who do not Opt Out may object to the Settlement by submitting a written objection to the Settlement Administrator, postmarked no later than the Response Deadline. A written objection to the Settlement must be signed by the Class Member and dated, and additionally state the Class Member's name, last four (4) digits of his or her Social Security number, dates of employment as a non-exempt or hourly-paid employee of Defendant in California, the case name and number of the Action (*Murillo v. Arrowhead Orthopaedics*, San Bernardino County Superior Court Case No. CIVSB2128071), all legal and factual bases for objection to the Settlement, whether the Class Member intends to appear at the Final Approval Hearing, and whether the Class Member is represented by legal counsel (and if so, identifying the legal counsel and providing said legal counsel's mailing address). It is not necessary to be represented by counsel in order to object to the Settlement. You may appear without counsel.

Alternatively, Class Members may choose to voice their objections at the Final Approval Hearing. A Class Member who objects to the Settlement will still be considered a Participating Class Member who is subject to the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims. The Released Class Claims are:

All claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, against the Released Parties (as defined below), and any of them, for relief and penalties, that accrued during the Class Period, and as a result of Class Members' employment by Defendant in California, that arise under any state or local law or state administrative order that was or could have been pled based on the facts alleged in the Operative Complaint, including claims if failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders, including without limitation all related claims for restitution and other equitable relief arising from California Business and Professions Code §§ 17200, *et seq.*, interest on unpaid wages, unpaid wages, attorneys' fees or litigation costs, and any other related claims and/or penalties. The release does not extend to any claims not alleged in the operative Class Action Complaint and specifically excludes claims for workers' compensation, personal injuries, unemployment insurance, state disability compensation, claims under the Employment Retirement Income Security Act of 1974, previously vested benefits under any employer sponsored benefits plan, wrongful termination, discrimination, retaliation, and harassment including but not limited to those arising under the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other state or federal law, rule or regulation concerning discrimination, retaliation and/or harassment. This release does not include any of the claims encompassed within the Released PAGA Claims (as defined below).

If you are a PAGA Employee, you will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims, even if you opt-out of the settlement. The Released PAGA Claims are:

All claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, against the Released Parties (as defined below), and any of them, for civil penalties pursuant to PAGA, that accrued during the PAGA Period, and as a result of PAGA employees' employment by Defendant in California, that arise under any state or local law or state administrative order that was or could have been pled based on the facts alleged in the Operative Complaint and the Plaintiff's notice to the LWDA, including claims off failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, and failure to furnish accurate itemized wage statements.

10. How Much Can I Expect To Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$1,500,000.00 ("Maximum Settlement Amount" or "MSA").

The "Net Settlement Amount" or "NSA" means the portion of the MSA, available for distribution to Class Members after the deduction of (1) the Class Representative Service Awards to Plaintiff Vanessa Murillo in an amount up to \$10,000.00, for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$10,000.00; (3) a payment of \$30,000.00 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$500,000.00 (33 1/3% of the Maximum Settlement Amount) for attorneys' fees and an amount not to exceed \$25,000.00 for litigation costs. All of these payments are subject to court approval.

The portion of the Maximum Settlement Amount which is allocated to the compromise and release of Plaintiff's claims for PAGA Penalties is Thirty Thousand Dollars (\$30,000.00). Of this \$30,000.00, 75%, or \$22,500.00, will be paid to the Labor and Workforce

¹ "Released Parties" means Defendant San Bernardino Medical Orthopaedics Group, Inc. dba Arrowhead Orthopaedics and each of its parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

Development Agency ("LWDA"), and the remaining 25%, or \$7,500.00, will be distributed to the PAGA Employees (the "Individual PAGA Settlement Payment").

A. How Will Settlement Payments Be Calculated?

Individual Class Settlement Shares to Class Members: For each Participating Class Member, the Participating Class Member's Individual Class Workweeks will be divided by the total number of Participating Class Member Workweeks. The resulting number will then be multiplied by the Net Settlement Amount.

Individual PAGA Settlement Payments to PAGA Employees: For each PAGA Employee, the PAGA Employee's Individual PAGA Workweeks will be divided by the total number of PAGA Employees Workweeks. The resulting number will then be multiplied by \$7,500 (25% of the \$30,000 to be paid in settlement of the PAGA claims in the Litigation).

One day worked in a given week will be credited as a week for purposes of these calculations. Therefore, the value of each Class Member's and/or PAGA Employee's Settlement payment ties directly to the amount of weeks that he or she worked.

B. How Will My Settlement Payment Be Taxed?

Each Class Member's Individual Class Settlement Share will be apportioned as follows: 10% wages and 90% interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported on IRS W-2 Forms issued by the Settlement Administrator on behalf of the qualified settlement fund. Defendant shall pay the employer portion of all such tax withholdings on the Individual Class Settlement Share amounts paid as wages separate from, and in addition to, the Maximum Settlement Amount. The Individual Settlement Share amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported on IRS 1099 Forms issued by the Settlement Administrator on behalf of the qualified settlement fund. Only the employee share of payroll tax withholdings shall be withheld from each Settlement Class Member's Individual Class Settlement Share.

Each PAGA Employee's Individual PAGA Settlement Payment will be apportioned as follows: 100% penalties. The Individual PAGA Settlement Payment amounts shall be reported on IRS 1099 Forms issued by the Settlement Administrator on behalf of the qualified settlement fund.

C. What Is My Settlement Payment?

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: $\$ \langle \text{MERGED_ClassEstSettAmnt_CALC} \rangle$, less taxes. This is based on the Class List which shows you worked $\langle \text{MERGED_ClassWW} \rangle$ workweeks during the Class Period.

If you are also a PAGA Employee, you will receive a share of \$7,500.00 (25% of the \$30,000.00 to be paid in settlement of the PAGA claims in the Litigation). Based upon the calculation above, your approximate share is as follows: $\$ \langle \text{MERGED_PAGAEstSettAmnt_CALC} \rangle$. This is based on the Class List which shows you worked $\langle \text{MERGED_PAGAWW} \rangle$ workweeks during the PAGA Period.

Checks issued to Settlement Class Members and Aggrieved Employees shall be valid for 180 days. After this 180 the remaining funds from any uncashed checks shall be submitted to the Legal Aid at Work as the *cy pres* recipient.

11. How Do I Get More Information About The Case Or The Settlement?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Arrowhead Orthopaedic Class Action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at 247 W 3rd Street, San Bernardino, CA 92415 in this Action (*Murillo v. Arrowhead Orthopaedics*, San Bernardino County Superior Court Case No. CIVSB2128071) or at the or at the Settlement Administrator's Website: www.simpluris.com/case-search. You may also contact Class Counsel, whose contact information is above, and they will provide you with a copy of the Settlement documents or case documents free of charge. You can also visit the Court's website at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>. Click the "Accept" button at the bottom of the screen, then click "Click here to access the Portal (Classic)." Click the "Smart Search" button, then enter the case number CIVSB2128071.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT B



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

Estimate #:	14829	Prepared By:	Michael Sutherland
Estimate Date:	4/27/2022	Direct Dial #:	321.223.5067
		Email:	Msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: Justin F. Marquez, Esq.
Firm: Willshire Law Group
Email: <Justin@willshirelawfirm.com>

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Murillo v. San Bernardino Medical: Opt Out Settlement

Anticipated Total Cost:	\$10,706
Capped Fee*	\$9,995

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 2021 Federal 1120 tax return to account for banking activity in 2021.

Total Possible Class Size:	900	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	E/S	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	Cy Pres	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	6	\$750.00
Translation	\$0.25	3000	\$750.00
Online Posting set up and manage	\$250.00	1	\$250.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$2,590.00

Notification

Notice Packet: 4 pg Notice - Double Sided - English			
Category	Unit Value	# of Units	Total
Mail Notice Packet	\$0.70	900	\$630.00
Postage	\$0.53	900	\$477.00
NCOA/CASS/LACS	\$0.10	900	\$90.00
Undeliverable Processing	\$0.25	90	\$22.50
Skip Trace RUM	\$1.50	90	\$135.00
Remail Notice Packet	\$0.90	77	\$68.85
Remail Postage	\$0.58	77	\$44.37
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$1,517.72

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



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	2	\$250.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	9	\$22.50
Opt Out Processing	\$1.50	9	\$13.50
Data Entry	\$50.00	1	\$50.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$411.00

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	4	\$560.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$2.00	900	\$1,800.00
Postage	\$0.53	900	\$477.00
Process Returned Checks	\$0.50	9	\$4.50
Skip Trace Search Undeliverable Checks	\$5.00	9	\$45.00
Remail Checks (Includes Postage)	\$4.00	9	\$36.00
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee, 2022	\$1,000.00	1	\$1,000.00
Reissuing Checks/Mailing	\$6.00	9	\$45.00
Reissue W2's/1099's	\$5.00	9	\$45.00
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Disbursement Manager	\$125.00	3	\$375.00
Total			\$5,887.50



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

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Postage \$998.37

Total Case Costs

\$10,706.22

PROOF OF SERVICE

Murillo v. San Bernardino Medical Orthopedic Group, Inc., et al.
CIVSB2128071

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **October 26, 2022**, I served the foregoing **DECLARATION OF STEPHEN GOMEZ REGARDING NOTICE AND SETTLEMENT ADMINISTRATION**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Joshua Carlon (SBN 263838)
joshua.carlon@lewisbrisbois.com
Robert Walker (SBN 254337)
Robert.Walker@lewisbrisbois.com

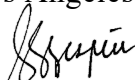
LEWIS BRISBOIS
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071
Telephone: (213) 281-5235
Fax: (213) 250-7900

Attorneys for Defendant,
San Bernardino Medical Orthopedic Group, Inc.

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site
- (X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

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

Executed on **October 26, 2022**, at Los Angeles, California.



Sandy S. Sespene