

EXHIBIT A

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED
TO MONEY FROM A CLASS ACTION SETTLEMENT.**

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

If you worked in California for Network Medical Management at any time between October 26, 2017 through July 15, 2022, a class action settlement may affect your rights.

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

Plaintiff Natasha Valenzuela, a former employee of Network Medical Management, Inc. (“Defendant” or Network Medical Management), sued Defendant alleging that Defendant violated various provisions of the California Labor Code and the California Business and Professions Code. The Honorable Elihu M. Berle, Judge of the Los Angeles County Superior Court, presides over this case. The lawsuit is known as *Natasha R. Valenzuela v. Network Medical Management, Inc.*, Los Angeles Superior Court, Case No. 20STCV39548 (“Litigation”).

The purpose of this Notice is to inform you of a proposed settlement (the “Settlement”) of the case. The Settlement is on behalf of all current or former California Network Medical Management employee who worked for Network Medical Management during the Class Period. The Class Period is the period between October 26, 2017 through July 15, 2022.

Because the Defendant’s records show that you qualify as a Settlement Class Member, you will receive money from the Settlement if the Court grants final approval of the Settlement, unless you decide to “opt out” of the Settlement.

Your legal rights may be affected whether you act or do not act. Read this Notice carefully. If you have questions, you can contact the lawyers for the Plaintiff (listed at the end of this Notice). Notwithstanding the terms of this settlement, Network Medical Management continues to deny any wrongdoing.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You WILL be mailed a Settlement payment in the approximate amount stated on Attachment A to this Notice unless the Court decides not to grant “final approval” of the Settlement. By receiving a payment, you will be bound by the terms of the Settlement.
OBJECT	If you want to object to the Settlement for any reason, you must send the Settlement Administrator your objection in writing. Your objection must be post marked by [45 DAYS AFTER INITIAL MAILING] . If you wish to present your objection at the Final Fairness and Approval Hearing, you may also appear in person at your own expense or through the Court’s LA Court Connect website listed below. If you submit an objection, you will still be deemed a Settlement Class Member, covered

	by the Settlement's terms, and you will receive money from the Settlement.
ASK TO BE EXCLUDED	If you do not wish to participate in the Settlement, you must send a letter requesting exclusion. You will get no payment in the Settlement. You will keep the right to sue the Defendant on your own about the claims resolved by this Settlement. Your request for exclusion must be post marked by [45 DAYS AFTER INITIAL MAILING]. However, because this settlement resolves claims and actions brought pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), no Class Member who worked at any time during the period from between October 26, 2017 through July 15, 2022 ("Alleged Aggrieved Employees") has the right to exclude himself or herself from the PAGA portion of the settlement. Alleged Aggrieved Employees will be bound by the terms of the Settlement and the release of the PAGA claims summarized herein, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement.

This Notice explains your rights and options in detail. **To ask to be excluded (opt out) or to object to the settlement, you must follow the steps described in this Notice no later than [45 DAYS AFTER INITIAL MAILING], 2023.**

YOUR ESTIMATED SETTLEMENT AMOUNT: Enclosed with this Notice is an individualized Statement of Weeks Worked Form ("Attachment A"), which will state your estimated settlement amount. The amount is calculated based on the number of weeks you worked in California for Network Medical Management and if you worked in a particular Subclass, as applicable, and the weighted Weekly Recovery, as described below, at any time between October 26, 2017 through July 15, 2022. **If there are errors on the form, you can follow the steps on the form to submit corrections. Any corrections must be submitted no later than [45 days after initial mailing], 2023.**

* * *

MORE DETAILED INFORMATION

I. WHAT IS THIS CASE ABOUT?

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in a class and representative action lawsuit pending before Judge Elihu M. Berle of the Superior Court of California for the County of Los Angeles (the "Court") entitled *Natasha R. Valenzuela v. Network Medical Management, Inc.*, Los Angeles Superior Court, Case No. 20STCV39548 ("Litigation"). This Notice is given by Order of the Court.

Natasha R. Valenzuela ("Class Representative" and "Plaintiff") brings this Litigation on behalf of all individuals who worked for Network Medical Management, Inc. ("Defendant") in California

in an exempt or non-exempt position (a “Covered Job Position”) at any time during between October 26, 2017 through July 15, 2022 (“Class Period”).

The Litigation alleges that Defendant (1) violated California Labor Code § 2802; and (2) violated of California Business & Professions Code §§ 17200, *et seq.* because it failed to reimburse Settlement Class Members for business related expenses. Plaintiff also alleges that Defendant violated the Private Attorneys Act (“PAGA”) and owes civil penalties under Labor Code section 2699 due to the alleged violation of Labor Code section 2802 and numerous other Labor Code and Wage order provisions.

Defendant does not admit engaging in any unlawful conduct as alleged in this Litigation and continues to deny the claims and charges of wrongdoing and liability.

II. WHAT ARE THE TERMS OF THE SETTLEMENT?

Defendant denies that it owes money related to any of the allegations listed above. Defendant is settling the matter as a compromise and to avoid incurring unnecessary legal expense defending the matter. Defendant reserves the right to object to any claim if for any reason the Settlement fails.

The Settlement applies to all Settlement Class Members who do not timely submit a correctly completed Opt Out Letter. The determination of how much each Class Member will receive as part of this Settlement depends on the number of weeks worked within the Class Period during which he or she worked in a Covered Job Position (“Qualifying Work Weeks”).

The parties reached a Settlement in which Defendant’s total maximum liability, will not exceed Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000.00) (“Gross Settlement Amount”), plus the employer’s share of tax liabilities. All amounts to be paid by Defendant from the Gross Settlement Amount shall be paid to a qualified settlement fund (“Qualified Settlement Fund”), which shall be administered by ILYM Group, the Settlement Administrator.

Class Members will participate in the Settlement if they do not Opt Out. Class Members will not pay any out-of-pocket costs.

There was a hearing on [Date of preliminary approval hearing] in the Superior Court of California for the County of Los Angeles. The Court conditionally granted preliminary approval of the class action settlement against Defendant and directed that you receive this Notice.

A. Additional Payments from the Maximum Settlement Amount

All payments to the Settlement Class Members shall be made from the Qualified Settlement Fund, minus the payments below, which are subject to final approval from the Court.

1. Fee and Cost Award for Class Counsel

Settlement Class Counsel filed the Litigation on behalf of Plaintiff and all other similarly situated individuals. Settlement Class Counsel conducted informal discovery and negotiated the settlement of this matter. Settlement Class Counsel will request attorneys’ fees in an amount of \$168,000.00

which represents 35% of the Gross Settlement Amount. Settlement Class Counsel will also request reimbursement of litigation costs and expenses in the amount of up to \$15,000. If approved by the Court, this amount will be paid from the Qualified Settlement Fund. These attorneys' fees and costs shall compensate Settlement Class Counsel for the work they have performed and will perform, and the expenses they have incurred and will incur, through any approved distribution of the Qualified Settlement Fund. Settlement Class Members will not be personally responsible for any of Settlement Class Counsel's attorneys' fees and costs.

2. Service Award to the Class Representative

Settlement Class Counsel will also seek an enhanced recovery of no more than \$5,000.00 for Natasha Valenzuela ("Service Award") for serving as representative Plaintiff on behalf of the Settlement Class. This will be in addition to whatever payment they are otherwise entitled to as a Settlement Class Member. If approved by the Court, this amount will be paid from the Settlement Fund.

3. Settlement Administration Costs

Settlement Administration Costs, estimated at \$12,500.00, will be paid to the Settlement Administrator, ILYM Group, Inc., for its services, including but not limited to distributing Class Notices to Settlement Class Members, processing Opt-Out Letters, calculating Settlement payments, and distributing Settlement payments to the Participating Claimants.

4. PAGA Penalties

Defendant shall pay \$25,000.00 for settlement of claims brought under the Private Attorneys' General Act ("PAGA") from the Qualified Settlement Fund. The PAGA payment shall be allocated as follows: \$18,750.00, (75%) to the California Labor & Workforce Development Agency ("LWDA"), and \$6,250.00 (25%) to PAGA Members (regardless of whether they opt out of the class settlement).

B. Release of Claims

The proposed settlement is intended to settle all claims and causes of action of any nature and description whatsoever, whether known or unknown, that are, or which could have been asserted at any time in the Litigation based on the facts alleged in the First Amended Complaint.

The Released Claims for Settlement Class Members (*i.e.* Released Class Claims) who do not timely request exclusion and opt out of this Settlement includes all claims, actions, or causes of action made or which could have been made based upon or arising out of the facts as alleged in the First Amended Complaint, including all claims and all California Labor Code violations that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the First Amended Complaint and ascertained in the course of the Action including, without limitation, any and all claims involving any alleged failure to reimburse business expenses.

All Alleged Aggrieved Employees, regardless of whether they submit Opt Out Letters, and the State of California (to the extent permitted by law) shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties of and from any and all claims,

actions or causes of action under PAGA arising at any time during the PAGA Period that were alleged in the Litigation and/or the PAGA Notice Letter, or that could have been alleged or raised in the Litigation based upon or arising out of the facts alleged therein and/or in the PAGA Notice Letter, as well as any claims for attorney's fees and costs thereon. The claims released include any claim for civil penalties or other recovery under PAGA or related Labor Code penalty provisions alleged to be triggered by violation of any Labor Code provision or Wage Order provision set forth in the First Amended Complaint or the PAGA Notice Letter, including, without limitation, any and all claims involving any alleged failure to reimburse business expenses ("Released PAGA Claims").

"Released Parties" means Defendant Network Medical Management, Inc. and its respective present and former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representatives.

IF I CHOOSE TO PARTICIPATE, HOW IS MY SHARE OF THE SETTLEMENT CALCULATED?

The Settlement Class Members who do not submit a correctly completed Opt Out Letter shall receive an amount based on the number of Qualifying Work Weeks, worked in a particular Subclass, as applicable and the weighted Weekly Recovery for Network Medical Management during the Class Period.

There are two Subclasses: California employees of Defendant who had assigned works stations at Defendant's Place of Work at any time between March 15, 2020, and July 15, 2022) (the "Covid-19 Subclass) ; and (2) California employees of Defendant who were employed by Defendant at any time during the Class Period and who did not have an assigned workstation at Defendant's place of business during the Class Period (the "No Work Station Subclass").

The relative weight for a Qualifying Work Week for each Settlement Class Member equals 1; the relative weight for a Qualifying Work Week in which a Settlement Member is a member of the Covid-19 Subclass equals 2; and the relative weight for a Qualifying Work Week in which a Settlement Class member is a member of the No Workstation Subclass equals 3.

To determine the Weekly Recovery value for Qualifying Work Weeks, the Settlement Administrator will (1) take the total number of Qualifying Work Weeks worked by members of the Covid-19 Subclass and multiply that number by the relative weight of 2; (2) take the total number of Qualifying Work Weeks worked by members of the No WorkStation Subclass and multiply that number by the relative weight of 3; and (3) take the total number of Qualifying Work Weeks worked by a Settlement Class Member that is not covered by either Sub-Class. Once the Settlement Administrator has the total number of weighted Qualifying Work Weeks achieved by adding the results of steps (1), (2) and (3), the Settlement Administrator will divide the Class Member Settlement Fund by that number of weighted Qualifying Work Weeks. The dollar amount achieved by step (3) is the Weekly Recovery value for each Qualifying Work Week. The Settlement Administrator shall compute the Weekly Recovery for each Settlement Class Member for the work weeks they are not part of any Subclass by multiplying the Weekly Recovery by the total Qualifying Work Weeks worked as Settlement Class Member. Certain Settlement Class

Members will receive Individual Payment Amounts as members of both the Covid-19 Subclass and the No Work Station Subclass; some Settlement Class Members will not be members of either Subclass. The sum of all the Settlement Class Members' Individual Payment Amounts shall equal the amount of the Class Member Settlement Fund.

Your estimated Individual Class Member payment is included on Attachment A.

III. TAXABLE PORTION OF SETTLEMENT PAYMENTS

An IRS Tax Form 1099 will be issued with to each Settlement Class Member with regard to any monies the Settlement Class Member receives as part of this settlement. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments that they receive under the Settlement.

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

You have three options under this Settlement, discussed below: (A) opt out from the Settlement, (B) object to the Settlement, or (C) do nothing.

A. If You Want To Request Exclusion From The Settlement

If you do not wish to participate in the Settlement, you must send an Opt Out Letter bearing a postmark no later than [45 days after initial mailing]. The Opt Out Letter must be sent to [Settlement Administrator's Address]. The Opt Out Letter must: (1) state your name, (2) state that you do not wish to participate in the Settlement, and (3) that you request exclusion from the Settlement. Opt Out Letters must be made individually and cannot be made on behalf of a group of employees or on behalf of other Settlement Class Members. If you choose to opt out of the Settlement, you will not receive any money from the Settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against Defendant. However, there are deadlines to pursuing such claims known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing any individual claims you might have if you decide to opt out of the Settlement.

The judgment will bind all Settlement Class Members who do not properly submit and complete an Opt Out Letter.

B. If You Want To Object To The Settlement

You may object, personally or through an attorney at your own expense, to the proposed Settlement by submitting in writing your objection to the Settlement Administrator no later than [45 days after initial mailing]. You may appear, but are not required to appear, at Final Fairness and Approval Hearing where your objection will be heard and considered by the Court.

If you do not comply with this procedure, you may not be entitled to be heard at the Final Fairness and Approval Hearing or to otherwise contest the approval of the Settlement, or to appeal from any related orders or judgments of the Court. If you submit a valid and timely Opt Out Letter, you cannot object to the Settlement.

Settlement Class Members are hereby notified that even if they object, they will still be deemed Settlement Class Members and will receive money from the Settlement if approved by the Court. You will be covered by the Settlement unless you opt out.

C. If You Choose To Do Nothing

If you do nothing, and the Court approves the Settlement, you will be bound by the terms of the Settlement and the release and you will receive money under the Settlement in the form of a check mailed by the Settlement Administrator.

D. What If The Statement Of Weeks Worked Is Incorrect?

If the weeks worked information or contact information on the Statement of Weeks Worked Form is incorrect, you should correct this information by completing and signing the enclosed Statement of Weeks Worked Form under penalty of perjury and mail it to the Settlement Administrator, with any supporting documents, no later than **[45 days from mailing of Notice]**. If the information is correct, you do not need to do anything with the form. If you lose, misplace, or need another Statement of Weeks Worked Form, you should contact the Settlement Administrator.

V. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will conduct a Final Fairness and Approval Hearing on **[Date of final approval hearing]** in Department 6 of the Superior Court of California, County of Los Angeles located at 312 N. Spring Street, Los Angeles, California 90012. At that hearing, the Court will determine whether the Settlement should be finally approved. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, and the Service Award to be paid to the Class Representatives, and other payments discussed above. The Final Fairness and Approval Hearing may be continued without further notice.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing **by audio or video (remotely), which can be set up through LA Court Connect (www.lacourt.org/lacc/). A prescheduled appointment is currently necessary to review any documents in the clerk's office.**

VI. WHAT IF I NEED MORE INFORMATION?

The foregoing is only a summary of the Litigation and the proposed Settlement and does not purport to be comprehensive. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Los Angeles County Superior Court's website at <https://www.lacourt.org/documentimages/civilImages/SearchByCaseNumber.aspx>. After arriving at the website, enter 20STCV39548 as the case number and click "SEARCH." Images of every document filed in the case may be viewed for a minimal charge.

In addition, you can find a copy of this Notice, the Complaint, the Settlement Agreement, the Motion for Preliminary Approval, the Order Granting Preliminary Approval, and when available, the Motion for Final Approval, the Motion for Service Awards and Attorneys' Fees and Costs, and, the Order Granting Final Approval at the following website **[URL for website maintained by Administrator]**.

If you have any questions, you can call the Settlement Administrator at 1-800-XXX-XXXX, toll free. You may also contact Settlement Class Counsel to ask about the Class Action Settlement. Settlement Class Counsel's contact information is as follows:

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian (SBN 226337)
david@yeremianlaw.com
Alvin B. Lindsay (SBN 220236)
alvin@yeremianlaw.com
2540 Foothill Blvd., Suite 201
La Crescenta, CA 91214
Telephone: (818) 230-8380
Facsimile: (818) 230-0308

DAVTYAN LAW FIRM

Emil Davtyan (SBN 299363)
support@davtyanlaw.com
880 E. Broadway
Glendale, CA 91205
Telephone: (818) 875-2008
Facsimile: (818) 722-3974

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH
INQUIRIES ABOUT THE SETTLEMENT.**

EXHIBIT B

Attachment A

STATEMENT OF WEEKS WORKED FORM

Natasha R. Valenzuela v. Network Medical Management, Inc.,

Superior Court for the State of California, County of Los Angeles
Case No. 20STCV39548

THIS FORM IS FOR YOUR INFORMATION ABOUT YOUR ESTIMATED SETTLEMENT SHARE. YOU DO NOT NEED TO DO ANYTHING WITH THIS FORM UNLESS THE INFORMATION ABOUT YOU ON THE FORM IS INCORRECT.

This Statement of Weeks Worked Form includes information based on the records of Network Medical Management, Inc. (collectively “Network Medical Management” or “Defendant”). IT IS IMPORTANT THAT YOU CAREFULLY CHECK THE INFORMATION PERTAINING TO YOUR CONTACT INFORMATION IN PART I BELOW AND CORRECT ANY INACCURACIES. NOTE: If you wish to make any corrections, this Statement of Weeks Worked Form must be postmarked no later than [45 days after initial mailing] and received by the Settlement Administrator to be processed.

This Statement of Weeks Worked Form is to provide you with an opportunity to verify your name and contact information and to correct any information regarding the timeframe you worked for Defendant in California as an exempt or non-exempt employee.

YOU DO NOT NEED TO COMPLETE THIS FORM TO SHARE IN AND RECEIVE THE SETTLEMENT PROCEEDS IN THIS LAWSUIT. IF YOU WANT TO CORRECT THE INFORMATION ON THIS FORM, YOUR COMPLETED AND SIGNED STATEMENT OF WEEKS WORKED FORM MUST BE POSTMARKED ON OR BEFORE [45 DAYS AFTER INITIAL MAILING]. YOU MUST SEND IT BY FIRST-CLASS UNITED STATES MAIL, OR THE EQUIVALENT, TO THE FOLLOWING ADDRESS:

Natasha R. Valenzuela v. Network Medical Management, Inc.,

Settlement Administrator

[Insert name and address of administrator]

You should keep a copy of the completed Statement of Weeks Worked Form and record the date on which you mailed it for your records. If you would like an acknowledgment of receipt for these documents, please send them certified mail, return receipt requested. If you move, please send your new address to the Settlement Administrator at the address listed above.

Only Settlement Class Members or their legal representatives may submit a Statement of Weeks Worked Form. Any executor, administrator, guardian, conservator, or trustee who submits a Statement of Weeks Worked Form on behalf of a California Settlement Class Member or his or her estate must (1) sign the Statement of Weeks Worked Form on the California Settlement Class Member's behalf; (2) indicate his or her title as representative (i.e., executor, trustee, etc.); and (3) submit proof of his or her authority to act on the California Settlement Class Member's behalf.

If you have questions about your claim or how to complete this Statement of Weeks Worked Form, you may call the Settlement Administrator at [Administrator's phone #].

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

[Remainder of this page intentionally left blank]

PART I: CLAIMANT IDENTIFICATION

[Pre-Printed Class Member First and Last Name]

[Pre-Printed Class Member Address]

If any of the above contact information is inaccurate, please provide the correct information below:

Settlement Class Member's Name (First, Middle, Last)

Settlement Class Member's Name Used While Employed by either Defendant [if different from current name - First, Middle, Last]

Street Address:

City: _____ State: _____ Zip Code: _____

Telephone: home: (____) ____ - _____ Telephone: work/cell: (____) ____ - _____

PART II: EMPLOYMENT

Section A: Claim Based on Defendant's Records

Defendant's records indicate that between October 26, 2017 through July 15, 2022 (the "Class Period") you were employed in California by Defendant:

From <<STARTDATE>> to <<ENDDATE>>

[And from <<STARTDATE2>> to <<ENDDATE2>>]

[If Applicable:] Defendant's records indicate that during the Class Period you were employed in California by Defendant and did not have an assigned workstation at Defendant's place of business (the "No Work Station Subclass") on the dates indicated below:

From <<STARTDATE>> to <<ENDDATE>>

[And from <<STARTDATE2>> to <<ENDDATE2>>]

[If Applicable:] Defendant's records indicate that you were employed at some point between March 15, 2020, and July 15, 2022 and had assigned work stations at Defendant's Place of Work in California ("Covid-19 Subclass"). on the dates indicated below:

From <<STARTDATE>> to <<ENDDATE>>

[And from <<STARTDATE2>> to <<ENDDATE2>>]

Based on the number of weeks worked above, your estimated Individual Payment Amount is \$ _____.

This Individual Payment Amount is based on the number of weeks worked by you in a Covered Job Position and the weighted value of those weeks as described in the attached Notice.

Section B: Claim Based on Information Provided by Settlement Class Member.

Complete this section only if you believe that the information set forth in Section A above is not accurate. When you return this Statement of Weeks Worked Form to the Settlement Administrator, you must also send any documentation that supports or relates to the information that you provide in this Section B. Please *do not* include any time periods (1) before October 26, 2017 or after July 15, 2022.

These are the dates I was employed in a Covered Job Position:

From ____/____/____ to ____/____/____

From ____/____/____ to ____/____/____ (If employed more than once)

These are the dates I was employed in a No Work Station Subclass position:

From ____/____/____ to ____/____/____

From ____/____/____ to ____/____/____ (If employed more than once)

These are the dates I was employed in a Covid -19 Subclass position:

From ____/____/____ to ____/____/____

From ____/____/____ to ____/____/____ (If employed more than once)

Please attach any records which document or support the dates you were employed in a Covered Job Position or a Subclass identified above.

DECLARATION AND SIGNATURE

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct to the best of my knowledge, including that at some point between October 26, 2017 through July 15, 2022, I was employed in a Covered Job Position.

DATED: ____/____/2023

SIGNATURE

PRINT NAME