

Edwin Aiwarzian (SBN 232943)
Joanna Ghosh (SBN 272479)
Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

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

LATISHA ANQUETTE JOHNSON,
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;

Plaintiffs,

v.

AMERICARE HEALTH & RETIREMENT
INC., a California corporation;
SILVERGATE FALLBROOK, an unknown
business entity; AMERICARE
HEALTHCARE & RETIREMENT, INC., an
unknown business entity; SILVERGATE
SAN MARCOS, an unknown business entity;
SILVERGATE RETIREMENT RESIDENCE
& MEMORY CARE SUITES, AN
UNKNOWN BUSINESS ENTITY; AND
DOES 1 THROUGH 100, INCLUSIVE,

Defendants.

Case No.: 37-2022-00051286-CU-OE-CTL

Honorable Joel R. Wohlfeil
Department C-73

CLASS ACTION

**DECLARATION OF JENNIFER
BELIVEAU REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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DECLARATION OF JENNIFER BELIVEAU

I, JENNIFER BELIVEAU, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. ("Simpluris"), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (502) 414-1543. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

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

3. Simpluris was approved by Counsel for Latisha Anquette Johnson ("Plaintiff"), and Americare Health & Retirement Inc., Silvergate Fallbrook, Americare Healthcare & Retirement. Inc., Silvergate San Marcos, Silvergate Retirement Residence & Memory Care Suites, (together, "Defendants"), (collectively the "Parties"), to provide settlement administration services in the *Johnson v. AmeriCare Heath & Retirement, Inc.* case ("Settlement"). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiff, Class Counsel and Class Members; (d) printing and mailing the Notice Class Action Settlement to Class Members in English and Spanish; (e) receiving and validating Requests for Exclusion, objections or disputes regarding Workweeks submitted by Class Members; (f) calculating employer payroll taxes and providing appropriate forms and calculations to Defendants; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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TOLL-FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Class Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers

1 have the option to speak with a live call center representative during normal business hours or to leave a
2 message and receive a return call during non-business hours. Spanish-speaking representatives are
3 available during normal business hours. The toll-free telephone number included in the Notice of Class
4 Action Settlement was (866) 606-4016 and was live on December 27, 2023.

5 **NOTIFICATION TO THE CLASS**

6 5. On November 3, 2023, Simpluris received the Court-approved Notice of Class Action Settlement
7 (“Initial Class Notice”). The Initial Class Notice advised Class Members of their right to request
8 exclusion from the Settlement, object to the Settlement, dispute Workweeks, do nothing, and the
9 implications of each such action. The Initial Class Notice advised Class Members of applicable deadlines
10 and other events, including the Final Approval Hearing, and how Class Members could obtain additional
11 information.

12 6. On November 29, 2023, Simpluris received the Class Data List (“First Class Data List”) from
13 Defendants and on December 6, 2023, Simpluris received a revised Class Data List (“Second Class Data
14 List”) from Defendants, containing each Class Member’s: last-known full names, last known mailing
15 addresses, last-known telephone numbers, Social Security Numbers, and the start and end dates of
16 employment as a non-exempt employee of Defendants in California during the Settlement Period of each
17 Class Member. The Class Data List contained data for nine hundred and sixty-seven (967) individuals.
18 Of the nine hundred and sixty-seven (967) individuals, two (2) were removed as they were determined
19 to be duplicates, leaving nine hundred and sixty-five (965) individuals identified as Class Members.
20 Simpluris calculated seven-five thousand six hundred twenty-six and thirty-seven (75,626.37)
21 Workweeks.
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23 7. The mailing addresses contained in the Class Data List were processed and updated utilizing the
24 National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA
25 contains requested changes of address filed with the U.S. Postal Service. In the event that any individual
26 had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be
27 utilized in connection with the mailing of the Class Notice. Simpluris was able to locate one hundred and
28 twenty-four (124) updated addresses using NCOA prior to the mailing of the Class Notice.

1 8. On December 27, 2023, the Class Notice was mailed to nine hundred and sixty-five (965)
2 individuals identified as Class Members. The Class Notice was mailed via First Class in both English
3 and Spanish. A copy of the Class Notice is attached hereto as **Exhibit A**.

4 9. A total of one hundred and two (102) Class Notices were returned to Simpluris. Of these, eleven
5 (11) were returned with a forwarding address. If a Class Member's Class Notice was returned by the
6 USPS as undeliverable and without a forwarding address, Simpluris performed an advanced address
7 search (i.e. skip trace) on all of these addresses by using Accurant, a reputable research tool owned by
8 Lexis-Nexis. Simpluris used the Class Member's name and previous address to locate a current address.
9 Through the advanced address searches, Simpluris was able to locate seventy (70) updated addresses and
10 Simpluris promptly mailed a Class Notice to those updated addresses. Ultimately, there are twenty-one
11 (21) Class Notices that remain undeliverable.

12 10. On or about January 10, 2024, Defendants discovered that there were several individuals
13 who were erroneously included as Class Members in the Second Class Data List, although they were not
14 Class Members, overrepresenting the total Workweeks.

15 11. On or about February 2, 2024, Defendants' Counsel provided Simpluris a third corrective
16 Class Data List ("Third Class Data List"). The Third Class Data List contained data for nine hundred and
17 thirteen (913) individuals identified as Class Members. Simpluris calculated sixty-four thousand eight
18 hundred and twelve (64,812) Workweeks.

19 12. After Simpluris finished processing the Third Class Data List, Simpluris determined that
20 of the original nine hundred and sixty-five (965) individuals identified as Class Members from the
21 original data received, fifty-two (52) were removed as they were determined to be exempt during the
22 Settlement Period. The fifty-two (52) removed individuals' total Workweeks was six thousand three
23 hundred and fifty-nine (6,359), leaving nine hundred and thirteen (913) individuals identified as Class
24 Members. Therefore, through the Third Class Data List, Defendants represented that there are nine
25 hundred and thirteen (913) Class Members who have worked a total of sixty-four thousand eight hundred
26 and twelve (64,812) Workweeks.
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1 13. The Escalator Clause of the Settlement Agreement indicates if, during the period of
2 January 2, 2016 to December 2, 2021 the actual number of Workweeks exceeds fifty-eight thousand
3 seven hundred sixty-nine (58,769) by more than ten percent (10%) (i.e., the Workweeks for the period
4 referenced are actually more than sixty-four thousand six hundred forty-five (64,645) Defendant shall
5 permit the Gross Settlement Amount be increased on a proportional basis to the extent the threshold is
6 exceeds (e.g., if the threshold referenced herein is exceeded by 5%, the Gross Settlement Amount will
7 increase by 5%). The total number of Workweeks during this period was sixty-four thousand eight
8 hundred and twelve (64,812) Workweeks, which exceeds the Escalator Clause by one hundred sixty-
9 seven (167) Workweeks. Therefore, the Escalator Clause is triggered, and the Gross Settlement Amount
10 will increase to approximately \$1,474,154.69.

11 14. On April 11, 2024, Simpluris mailed the Further Notice of Proposed Class Action
12 Settlement and Hearing Date for Court Approval to the nine hundred and thirteen (913) Class Members
13 notifying of the updated calculations. The Corrective Class Notices were mailed in English and Spanish
14 via USPS. A true and correct copy is attached hereto as **Exhibit B**.

15 15. Of the nine hundred and thirteen (913) mailed Corrective Notices of sixty-eight (68) were
16 returned to Simpluris. Of these, fifty-one (51) were returned with a forwarding address. If a Class
17 Member's Collective Notice was returned by the USPS as undeliverable and without a forwarding
18 address, Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by
19 using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's
20 name and previous address to locate a current address. Through the advanced address searches, Simpluris
21 was able to locate six (6) updated addresses and Simpluris promptly mailed Corrective Notices to those
22 updated addresses. Ultimately, there are eleven (11) Corrective Notices that remain undeliverable.

23 16. On April 11, 2024, Simpluris mailed a letter to the fifty-two (52) individuals removed
24 from the Class Data List advising they are no longer included as they were Exempt employees. The letters
25 were mailed in English and Spanish via USPS. A true and correct copy is attached hereto as **Exhibit C**.

26 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**
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1 17. The original deadline for Class Members to submit a Request for Exclusion from the
2 Settlement, object to the Settlement, or dispute of Workweeks was February 10, 2024.

3 18. Based on the mailing date of the Corrective Notice, the extended Response Deadline for
4 Class Members to submit a Request for Exclusion from the Settlement, object to the Settlement, or
5 dispute of Workweeks was May 28, 2024.

6 19. As of this date, Simpluris has received three (3) valid Requests for Exclusion from the
7 Settlement. The Class Members are Maria Martinez, Lliana Vasquez and Dulce Karina Escalante Tello,
8 removing ninety-three and zero-one (93.01) Workweeks leaving a total of sixty-four thousand seven
9 hundred eighteen and ninety-nine (64,718.99) Workweeks. A true and correct copy of the Requests for
10 Exclusion is attached hereto as **Exhibit D**.

11 20. As of this date, Simpluris has not received any objections to the Settlement from Class
12 Members.

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

15 **CLASS MEMBER AWARDS**

16 22. As of this date, there are nine hundred and ten (910) Settlement Class Members who will
17 be paid their portion of the Net Settlement Amount.

18 23. The Net Settlement Amount of \$774,961.60 available to pay Settlement Class Members
19 was determined by subtracting the following requested amounts for Attorneys' Fees (\$514,500.00),
20 Attorneys' Costs (\$15,693.09), Service Award (\$7,500.00), LWDA Payment (\$150,000.00), and the
21 Settlement Administration Costs (\$11,500.00) from the escalated Gross Settlement Amount of
22 \$1,474,154.69.

23 24. The ***average estimated Individual Settlement Payment*** is \$796.66, the ***highest estimated***
24 ***Individual Settlement Payment*** is \$3,450.17, and the ***lowest estimated Individual Settlement Payment***
25 is \$11.20.

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26. Defendants will pay, separate and in addition to the Gross Settlement Amount, for processing the Corrective Class Data List and mailing the Corrective Class Notice and letter in the amount of \$1,550.64. A true copy of the bid is attached hereto as **Exhibit E**.

John Doe

JENNIFER BELIVEAU

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Johnson v. AmeriCare Heath & Retirement, Inc.
Case No. 37-2022-00051286-CU-OE-CTL
Superior Court of California, County of San Diego

If you worked as a nonexempt employee of AmeriCare Health & Retirement, Inc. in California during the period from January 2, 2016 through December 2, 2021, you may be entitled to receive money from a class action settlement.

«IMb»ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
«et seq.»

*The Superior Court of California, County of San Diego, authorized this Class Notice.
This is not a solicitation from a lawyer.*

**PLEASE READ THIS CLASS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

- The settlement resolves a class-action lawsuit, *Johnson v. AmeriCare Health & Retirement, Inc.* (the “Lawsuit”), which alleges Defendant: (1) failed to pay class members for all overtime hours worked; (2) failed to provide Class members legally-compliant meal periods under California law; (3) failed to provide Class Members legally-compliant rest breaks under California law; (4) failed to pay Class Members minimum wages for all hours worked; (5) failed to pay all wages owed upon discharge from employment; (6) failed to timely pay Class Members; (7) failed to issue to the Class Members legally-compliant wage statements; (8) failed to keep requisite payroll records for Class Members; (9) failed to reimburse Class Members for necessary business expenses; (10) Violation of California Business & Professions Code §§ 17200, et seq.; and (11) engaged in conduct which gives rise to penalties under the California Private Attorneys General Act (“PAGA”) California Labor Code §2698, et seq.
- Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws. The Court has not made any determination of the validity of the claims in the Lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Simpluris, Inc., about why you object to the settlement and they will forward your concerns to counsel and then to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for March 15, 2024 at 9:00 a.m. in Department C-73 of the San Diego County Superior Court.

- The \$1,470,000 Gross Settlement Amount will be used to settle claims of all Settlement Class Members. The amount of each Settlement Class Member's individual settlement payment will be determined by the number of weeks the Settlement Class Member worked in California from January 2, 2016 through December 2, 2021 ("Settlement Period").
- The Court has preliminarily approved this settlement. A final fairness hearing addressing the fairness, adequacy, and reasonableness of the Settlement will be held on March 15, 2024 to determine whether the Settlement should receive the Court's final approval.
- Lawyers for the Class Members will be asking the Court to award \$514,500 to be paid out of the settlement (35% of the Gross Settlement Amount) as attorneys' fees for investigating the facts, litigating the case, and negotiating the settlement, as well as reasonable costs incurred during the case not to exceed \$40,000. They also will ask the Court to approve a service award in the amount of \$7,500 to Plaintiff, who assisted in litigating this case for the benefit of all Class Members, and who will also provide a general release of claims.
- Any questions? Read on or visit www.simpluris.com/case-search.

BASIC INFORMATION

1. Why did I get this Class Notice package?

Defendant's records show that you work, or previously worked, for Defendant in California as a nonexempt employee during the Settlement Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

Plaintiff in this Lawsuit, Latisha Anqunette Johnson, alleged that during the Settlement Period, Defendant violated California law by failing to pay Class Members for all overtime hours worked, failed to provide legally-compliant meal periods, failed to provide legally-compliant rest breaks, failed to provide minimum wages for all hours worked, failed to pay all wages owed upon discharge from employment, failed to provide timely payment of all wages earned, failed to provide legally-compliant wage statements, failed to keep requisite payroll records, and failed to reimburse necessary business expenses. As noted above, Defendant denies each of these allegations and contends that Plaintiff's claims have no merit whatsoever. A copy of the most recent version of the complaint may be found at www.simpluris.com/case-search.

3. Why is this a class action?

In a class action, one or more people called Class Representatives make allegations on behalf of other people whom they allege have similar claims. All these people comprise a Class and are referred to as Class Members, except those who decide to exclude themselves from the Class. One court resolves the issues for all Class Members.

4. Why is there a settlement?

The Parties disagree on the probable outcome of the case with respect to liability and damages. The Plaintiff believes the claims asserted against Defendant are valid and could be proven if the case went to trial. Defendant believes the Plaintiff's claims have no merit and that they would not prevail if the case went to trial. The defendant further contends that, other than in the context of this settlement, the case is not suitable for class treatment. The Court has not decided in favor of the Plaintiff or the Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption that are associated with continued litigation, and they have therefore chosen to resolve their differences by entering into a settlement. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Plaintiff and Class Counsel believe that this settlement is fair and reasonable and is in the best interests of all Class Members.

5. What is a class action settlement?

The Court must approve the terms of the settlement described below as fair and reasonable to the class. Once approved, the settlement will affect all Class Members except those who choose to opt out. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may get. Please read this entire Class Notice carefully.

6. How do I know if I am a Class Member?

If you fit the following description then you are a Class Member: Nonexempt employees who worked for AmeriCare Health & Retirement, Inc. in California during the Settlement Period.

7. Are there exceptions to being included?

You are not a Class Member if you were not employed by Defendant as a nonexempt employee in California during the Settlement Period. You can also choose to be excluded from this settlement by opting out of this settlement, in which case you will not be a Settlement Class Member.

8. I'm still not sure if I am a Class Member. What should I do?

You may contact the Settlement Administrator for further information, or you may also contact Class Counsel at the phone number provided in Section 22 of this Notice. Or, you can do nothing, and if you are entitled to a payment you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you should contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

9. What does the settlement provide?

The Parties have agreed to settle the Lawsuit for a "Gross Settlement Amount" of One Million Four Hundred Seventy Thousand Dollars and No Cents (\$1,470,000). This means that the entire Gross Settlement Amount will be paid out, subject to various Court-approved deductions listed below in this Section. In addition to the Gross Settlement Amount, Defendant will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. The Gross Settlement Amount shall be deemed in satisfaction of: (1) the claims in the Lawsuit; (2) claims for attorneys' fees not to exceed 35% of the Gross Settlement Amount (\$514,500) and costs of Class Counsel not to exceed \$40,000; (3) a service payment to Plaintiff not to exceed \$7,500; (4) all costs of third-party settlement administration not expected to exceed \$12,000, or such other amount approved by the Court; and (5) payment to the Labor and Workforce Agency of \$150,000 as its share of the PAGA civil penalties.

10. How was payment calculated?

The funds payable to Class Members will be divided up *pro rata* using the following formula:

From the Gross Settlement Amount, payments will be made to the Class Counsel, the Class Representative, the Settlement Administrator, and the Labor and Workforce Development Agency. What remains after these payments are made is called the "Net Settlement Amount," depending on the final Court-approved deductions as discussed above. The Net Settlement Amount shall be paid *pro rata* to each Class Member based on the number of weeks worked by the Settlement Class Member in California during the Settlement Period.

11. How much will I get from the settlement?

Defendant's records indicate that you worked «MERGED_WW_CALC» weeks as a nonexempt employee of Defendant during the Settlement Period. Based on these records, your estimated payment as a Settlement Class Member would be \$«MERGED_EstSettAmnt_CALC».

Class Members who do not opt-out will be paid out of the Net Settlement Amount. One-third of each Settlement Payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued. The remaining

two-thirds of each Individual Settlement Payment will be designated for interest and penalties, for which an IRS Form 1099 shall be issued.

If you believe you had a different number of weeks worked than the number referenced above, you may dispute your calculation by providing written documentation to the Settlement Administrator supporting your position on or before February 10, 2024. Your dispute must contain: your full name, address, signature, and last four digits of your Social Security number; and any facts supporting your dispute, along with any supporting materials confirming that the weeks attributed to you are incorrect. If you do not dispute your weeks worked calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. The Settlement Administrator's determination of disputes will be final and non-appealable. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

12. When would I get my payment?

As set forth in Section 18, below, the Court will hold a hearing on March 15, 2024 to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone has filed a timely objection. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, you may call the Settlement Administrator at (866) 606-4016, or contact Class Counsel (see section 22 for contact info.). *Please be patient.*

13. What claims am I releasing?

Upon the court's final approval of the class settlement and entry of final judgment, each Settlement Class Member shall be deemed to have released Defendant and all of its parents, subsidiaries, predecessors, successors, affiliates, and related entities, and its and their respective shareholders, officers, directors, employees, administrators, fiduciaries, trustees, agents, and benefit plans (collectively the "Released Parties"), from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action, arising at any point during the Settlement Period, which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Operative Complaint filed in this Action, including without limitation to, claims for restitution and other equitable relief, claims for unpaid wages, unpaid overtime wages, meal/rest period penalties, waiting time penalties, unfair business practices, failure to provide accurate wage statements, failure to reimburse business expenses, declaratory relief, accounting, injunctive relief, civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (Labor Code Section 2698 et seq.), claims for penalties of any nature whatsoever arising out of the Released Claims, or any other benefit claimed on account of allegations and claims which are reasonably related to the allegations and claims asserted in the Operative Complaint filed in this action and thus could have been asserted. The release shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers' compensation, claims arising while classified as exempt from overtime, claims outside of the Settlement Period, or any other claim or right that as a matter of law cannot be waived or released.

14. Do I have a lawyer in this case?

The Court has appointed Lawyers *for* Justice, PC to represent you and all the other Class Members in this action. Class Counsel will be compensated from the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of \$514,500 (35% of the Gross Settlement Amount) to them for attorneys' fees, as well as costs in an amount not to exceed \$40,000. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement. Defendant has agreed not to oppose Class Counsel's application for these fees and expenses. The Court may choose to award less than the amount requested by Class Counsel. All other payments to the Plaintiff and to the Settlement Administrator also come from the Gross Settlement Amount.

16. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. To do so, you must prepare and submit in writing your signed and dated statement that you want to be excluded from the settlement. You must include your name, address and last four digits of your social security number; the name of the case and the case number, and a clear statement that you seek to be excluded from the Settlement. Your written statement must be received or mailed to the Settlement Administrator, Simpluris, Inc., and be postmarked no later than February 10, 2024, or it will not be considered and you will still remain a Settlement Class Member, and be bound by the settlement. Simpluris, Inc.'s address is listed in section 23, below.

17. How do I tell the Court that I do not agree with the settlement?

If you do not opt out, you can object to the settlement if you do not agree with it. You should give reasons why you think the Court should not approve the settlement and the Court will consider your views. To object, and to have the Court hear your views, you should send a letter saying that you object to the settlement and give your reasons. Be sure to include your name, address and last four digits of your social security number, case name and number, and provide both the legal and the factual reasons you object to the settlement, and indicate whether you intend to appear at the Final Fairness Hearing. Your objection is to be mailed to the Settlement Administrator, Simpluris, Inc., and must be postmarked no later than February 10, 2024. Simpluris, Inc.'s address is listed in section 23, below.

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to appear at the hearing.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on March 15, 2024 in Department C-73 of the San Diego County Superior Court. At this hearing, which will be held telephonically due to COVID-19, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the Court will consider them. The Judge will listen to people who attend the hearing and who have not opted out. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not required.

20. May I speak at the hearing?

If you wish to speak at the Final Approval Hearing, you may appear at the scheduled Final Approval Hearing. You cannot speak at the hearing if you have opted out of the Settlement.

21. What happens if I do nothing at all?

You will be a member of the settlement class. You will be bound by the release as set forth under question 13. Once the Settlement is finally approved by the Court, and the necessary deadlines have passed, you will be mailed your settlement check.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This Class Notice summarizes the proposed settlement. You may call or contact the Settlement Administrator or Class Counsel if you would like more information about the case. The pleadings and other records in this litigation, including the Settlement Agreement, may be also obtained on the settlement website here: www.simpluris.com/case-search. The

pleadings and other records in this litigation may be examined online on the San Diego County Superior Court's website, at <https://roa.sdcourt.ca.gov/roa/>. After arriving at the website, enter the case year (2022) and the case number (00051286) as the case number and click 'SEARCH.' Images of every document filed in the case may be purchased at a minimal charge. Class Counsel may be reached at:

LAWYERS FOR JUSTICE, PC
Edwin Aiwazian
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

23. How do I get more information?

You may visit www.simpluris.com/case-search, call the Settlement Administrator at (866) 606-4016, or Class Counsel above, or write to the Settlement Administrator at P.O. Box 26170, Santa Ana, CA 92799.

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT WITH INQUIRIES.

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE PROPUESTO Y FECHA DE AUDIENCIA PARA LA HOMOLOGACIÓN POR PARTE DE LA CORTE

Johnson v. AmeriCare Health & Retirement, Inc.
Caso No. 37-2022-00051286-CU-OE-CTL
Corte Superior de California, Condado de San Diego

Si trabajó como empleado no exento de AmeriCare Health & Retirement, Inc. en California durante el período del 2 de enero del 2016 al 2 de diciembre del 2021, es posible que tenga derecho a recibir una suma de dinero de un acuerdo de acción de clase.

*El Corte Superior de California, Condado de San Diego, autorizó esta Notificación de Clase.
Esta no es una petición de un abogado.*

**POR FAVOR, LEA ATENTAMENTE ESTA NOTIFICACIÓN DE CLASE.
SUS DERECHOS LEGALES SE VEN AFECTADOS POR ELLA.**

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode_183100»

«City», «State» «Zip»

- El acuerdo resuelve un juicio de acción de clase, *Johnson v. AmeriCare Health & Retirement, Inc.* (el “Juicio”) que alega que el Demandado: (1) no pagó a los miembros de la clase todas las horas extra trabajadas; (2) no proporcionó a los miembros de la Clase períodos de comida obligatorios conforme a la ley de California; (3) no proporcionó a todos los Miembros de la Clase períodos de descanso obligatorios conforme a la ley de California; (4) no pagó a los Miembros de la Clase salarios mínimos por todas las horas trabajadas; (5) no pagó a los Miembros de la Clase todos los salarios adeudados al momento de la desvinculación del empleo; (6) no pagó de manera oportuna a los Miembros de la Clase; (7) no emitió talones de cheque obligatorios a los Miembros de la Clase; (8) no mantuvo registros de nómina de pago requeridos para los Miembros de la Clase; (9) no reembolsó a los Miembros de la Clase los gastos comerciales necesarios; (10) violó el Código de Negocios y Profesiones de California, §§ 17200, et seq.; y (11) participó en conducta que da lugar a sanciones conforme a la Ley de Procuraduría General Privada (“PAGA”) de California, Código Laboral de California §2698, et seq.
- El Demandado niega rotundamente los reclamos en el Juicio y sostiene que cumplió plenamente con todas las leyes aplicables. La Corte no ha tomado una determinación sobre la validez de los reclamos en el Juicio.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:

NO HACER NADA Y RECIBIR UN PAGO	Obtener un pago y renunciar a sus derechos legales de llevar adelante reclamos exonerados por el acuerdo del Juicio.
EXCLUIRSE DEL ACUERDO	Al excluirse del Acuerdo, no obtendrá ningún pago pero conservará sus derechos legales de llevar adelante reclamos que de lo contrario se exonerarían mediante el acuerdo del Juicio.
OPONERSE AL ACUERDO	Si no se excluye, quizá desee escribirle al Administrador del Acuerdo, Simpluris, Inc., sobre la razón por la que se opone al acuerdo, y ellos le transmitirán sus inquietudes al abogado y luego a la Corte. Si la Corte homologa el Acuerdo a pesar de su oposición, usted todavía estará obligado por el Acuerdo. Si se opone al Acuerdo de forma oportuna, usted o su abogado también pueden comparecer en la Audiencia de Homologación Definitiva de la Corte, programada para el 15 de marzo del 2024 a las 9:00 a. m. en el Departamento C-73 de la Corte Superior del Condado de San Diego.

- El Importe Bruto del Acuerdo de \$1,470,000 se utilizará para resolver los reclamos de todos los Miembros de la Clase del Acuerdo. La suma del pago individual del acuerdo de cada Miembro de la Clase del Acuerdo será

determinada por la cantidad de semanas que el Miembro de la Clase del Acuerdo trabajó en California del 2 de enero del 2016 al 2 de diciembre del 2021 ("Período del Acuerdo").

- La Corte ha homologado de manera preliminar este acuerdo. El 15 de marzo del 2024, se celebrará una audiencia de homologación definitiva para determinar si el Acuerdo es justo, adecuado y razonable, a fin de decidir si el Acuerdo debe recibir la homologación definitiva de la Corte.
- Los abogados de los Miembros de la Clase solicitarán a la Corte que conceda \$514,500 que se pagarán del acuerdo (35% del Importe Bruto del Acuerdo) como honorarios de abogados por investigar los hechos, litigar el caso y negociar el acuerdo, así como los costos razonables incurridos durante el caso sin exceder los \$40,000. También solicitarán a la Corte que apruebe un aumento en el pago por un monto de \$7,500 para la Demandante, quien ayudó a litigar este caso en beneficio de todos los miembros del grupo y quien también proporcionará una exoneración general de los reclamos.
- ¿Tiene preguntas? Siga leyendo o visite www.simpluris.com/case-search.

INFORMACIÓN BÁSICA

1. ¿Por qué recibí este paquete de Notificación de Clase?

Los registros del Demandado indican que usted trabaja, o trabajó anteriormente, para el Demandado en California como empleado no exento durante el Período del Acuerdo. Usted recibió esta Notificación de Clase porque tiene derecho a saber acerca del acuerdo propuesto en el juicio por una acción de clase y acerca de sus opciones, con anterioridad a que la Corte decida si homologará el acuerdo definitivamente. Si la Corte homologa el acuerdo, y después de que se resuelva toda oposición y apelación, un "Administrador del Acuerdo" nombrado por la Corte efectuará los pagos descritos en esta Notificación. Esta Notificación explica el Juicio, el acuerdo, sus derechos legales, qué beneficios están disponibles, quién es elegible para dichos beneficios y cómo obtenerlos.

2. ¿De qué se trata este Juicio?

La Demandante en este Juicio, Latisha Anquette Johnson, alegó que durante el Período del Acuerdo, el Demandado violó la ley de California al no pagar a los Miembros de la Clase por todas las horas extra trabajadas, no proporcionar períodos de comida obligatorios, no proporcionar períodos de descanso obligatorios, no proporcionar salarios mínimos por todas las horas trabajadas, no pagar todos los salarios adeudados al momento de la desvinculación del empleo, no proporcionar el pago oportuno de todos los salarios ganados, no proporcionar talones de cheque obligatorios, no mantener los registros de nómina requeridos y no reembolsar los gastos comerciales necesarios. Como se indicó arriba, el Demandado niega cada una de estas acusaciones y sostiene que los reclamos de la Demandante no tienen fundamento. Se puede encontrar una copia de la versión más reciente de la queja en www.simpluris.com/case-search.

3. ¿Por qué esta es una acción de clase?

En una acción de clase, una o más personas denominadas Representantes de la Clase o Representantes hacen acusaciones en nombre de las otras personas que alegan reclamos similares. Todas estas personas comprenden una Clase y se los denomina Miembros de la Clase, excepto los que decidan excluirse de la Clase. Una corte resuelve las cuestiones para todos los Miembros de la Clase.

4. ¿Por qué hay un acuerdo?

Las Partes no están de acuerdo sobre el resultado probable del caso con respecto a responsabilidad y daños. La Demandante cree que los reclamos presentados contra el Demandado son válidos y podrían probarse si el caso llegara a juicio. El Demandado cree que los reclamos de la Demandante no tienen fundamento y que no prevalecerían si el caso llegara a juicio. El demandado sostiene además que, salvo en el contexto de este acuerdo, el caso no es adecuado para un tratamiento de acción de clase. La Corte no ha tomado una decisión a favor de la Demandante ni del Demandado. No ha habido un juicio en este caso. En cambio, ambas partes reconocen los riesgos, gastos y molestias que se asocian con la continuación del litigio y por lo tanto han elegido resolver sus diferencias mediante la celebración de un acuerdo. Las partes han celebrado este acuerdo luego de negociaciones en condiciones de igualdad entre ellas al usar los servicios de un mediador experimentado y neutral. La Demandante y los Abogados de la Clase creen que este acuerdo es justo y razonable y que es en el mejor interés de todos los Miembros de la Clase.

5. ¿Qué es un acuerdo de acción de clase?

La Corte debe aprobar como justos y razonables para la clase los términos del acuerdo que se describen a continuación. Una vez homologado, el acuerdo afectará a todos los Miembros de la Clase excepto aquellos que se hayan excluido. Esta Notificación de Clase explica sus derechos legales, los términos del acuerdo, lo que debe hacer para participar y la cantidad de dinero que puede recibir. Lea atentamente esta Notificación de Clase.

6. ¿Cómo sé si soy Miembro de la Clase?

Si usted se ajusta a la siguiente descripción, entonces es Miembro de la Clase: Empleados no exentos que trabajaron en AmeriCare Health & Retirement, Inc. en California durante el Período del Acuerdo.

7. ¿Existen excepciones para ser incluido?

Usted no es Miembro de la Clase si no fue empleado del Demandado como empleado no exento en California durante el Período del Acuerdo. También puede optar por ser excluido de este acuerdo al optar por no participar en este acuerdo, en cuyo caso no será Miembro de la Clase del Acuerdo.

8. Todavía no estoy seguro si soy Miembro de la Clase. ¿Qué debo hacer?

Puede comunicarse con el Administrador del Acuerdo para obtener más información o también puede comunicarse con los Abogados de la Clase al número de teléfono proporcionado en la Sección 22 de esta Notificación. O puede no hacer nada y, si tiene derecho a un pago, recibirá un pago. Sin embargo, tenga en cuenta que si le llega esta Notificación de Clase y la dirección de donde vive actualmente es diferente, debe contactar al Administrador del Acuerdo y brindar información actualizada para que cualquier correspondencia futura o el cheque del acuerdo le llegue y no sea devuelto como dirección desconocida.

9. ¿Qué estipula el acuerdo?

Las Partes han acordado resolver el Juicio por un “Importe Bruto del Acuerdo” de un millón cuatrocientos setenta mil dólares y cero centavos (\$1,470,000). Esto significa que se pagará la totalidad del Importe Bruto del Acuerdo, sujeto a varias deducciones aprobadas por la Corte que se enumeran a continuación en esta Sección. Además del Importe Bruto del Acuerdo, el Demandado pagará todos los pagos impositivos debidos sobre la nómina de parte del empleador a las autoridades impositivas federales y estatales como resultado de este Acuerdo. El Importe Bruto del Acuerdo se considerará que satisface lo siguiente: (1) los reclamos en el Juicio; (2) los reclamos por honorarios sin exceder el 35% del Importe Bruto del Acuerdo (\$514,500) y los costos de los Abogados de la Clase sin exceder los \$40,000; (3) un aumento en el pago a la Demandante sin exceder los \$7,500; (4) todos los costos de la administración del acuerdo por un tercero que no se espera que excedan los \$12,000, u otro importe aprobado por la Corte (5) el pago a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de \$150,000 como su parte de las sanciones civiles en virtud de la PAGA.

10. ¿Cómo se calculó el pago?

Los fondos pagaderos a los Miembros de la Clase se dividirán de manera *prorrataada* usando la siguiente fórmula:

Del Importe Bruto del Acuerdo, se realizarán pagos a los Abogados de la Clase, a la Representante de la Clase, al Administrador del Acuerdo y a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral. Lo que quede después de que se realicen estos pagos se llama el “Importe Neto del Acuerdo”, dependiendo de las deducciones definitivas homologadas por la Corte como se indicó arriba. El Importe Neto del Acuerdo se pagará de manera prorrataada entre cada Miembro de la Clase según la cantidad de semanas trabajadas por el Miembro de la Clase en California durante el Período del Acuerdo.

11. ¿Cuánto recibiré por el acuerdo?

Los registros del Demandado indican que trabajó «MERGED_WW_CALC» semanas como empleado no exento del Demandado durante el Período del Acuerdo. Según estos registros, su pago estimado como Miembro de la Clase del Acuerdo sería de \$«MERGED_EstSettAmnt_CALC».

Los Miembros de la Clase que no se excluyan recibirán un pago del Importe Neto del Acuerdo. Un tercio de cada Pago del Acuerdo se designará para supuestos salarios impagos, para lo cual se emitirá un Formulario W-2 del IRS. Los dos tercios restantes de cada Pago Individual del Acuerdo se destinarán a intereses y sanciones, para lo cual se emitirá un Formulario 1099 del IRS.

Si cree que trabajó una cantidad de semanas diferente a la mencionada anteriormente, puede disputar su cálculo proporcionando documentación escrita al Administrador del Acuerdo que respalde su posición a más tardar el 10 de febrero del 2024. Su disputa debe incluir: su nombre completo, dirección, firma y los últimos cuatro dígitos de su número de Seguro Social; y cualquier hecho que respalde su disputa, junto con materiales de respaldo que confirmen que las semanas que se le asignaron son incorrectas. Si no disputa el cálculo de su parte del acuerdo y no se excluye de él, quedará sujeto al acuerdo y recibirá un pago del acuerdo. La decisión del Administrador del Acuerdo con respecto a todas las disputas será definitiva e inapelable. **Es decir, si es un Miembro de la Clase, no necesita hacer nada para recibir el pago del acuerdo establecido anteriormente.**

12. ¿Cuándo obtendría mi pago?

Como se establece en la Sección 18, la Corte celebrará una audiencia el 15 de marzo del 2024 para decidir si homologar el acuerdo. Si la Corte homologa el acuerdo después de eso podría haber apelaciones si nadie se opone de manera oportuna. Siempre es incierto si se pueden resolver estas objeciones y apelaciones, y resolverlos puede llevar tiempo. Para verificar el progreso del acuerdo, puede llamar al Administrador del Acuerdo al (866) 606-4016, o contactar a los Abogados de la Clase (consulte la sección 22 para información de contacto). *Por favor, sea paciente.*

13. ¿Qué reclamos estoy exonerando?

Después de la homologación definitiva por parte de la corte del acuerdo de clase y la emisión de una sentencia definitiva, se considerará que cada Miembro de la Clase del Acuerdo ha exonerado al Demandado y a todas sus controlantes, subsidiarias, predecesoras, sucesoras, afiliadas y entidades relacionadas, y a sus respectivos accionistas, funcionarios, directores, empleados, administradores, fiduciarios, fideicomisarios, agentes y planes de beneficios (en conjunto, las “Partes Exoneradas”), de todos y cada uno de los reclamos, deudas, pasivos, demandas, obligaciones, garantías, costos, gastos, honorarios de abogados, daños, acciones o causas de acción, que surjan en cualquier momento durante el Período del Acuerdo, que se alegan, o que podrían haberse alegado de manera razonable sobre la base de los hechos y reclamos afirmados en la Demanda Vigente presentada en esta Acción, incluso, entre otros, reclamos por restitución y otras reparaciones disponibles en el sistema del Equity, reclamos por salarios no pagos, salarios por horas extra no pagos, sanciones por períodos de comida/descanso, sanciones por mora intencional en el pago de los montos debidos después de la desvinculación, prácticas comerciales desleales, no proporcionar talones de cheque precisos, no reembolsar los gastos comerciales, reparaciones declaratorias, responsabilidad, medidas judiciales de carácter restrictivo, prohibitivo o compulsivo, sanciones civiles interpuestas en virtud de la Ley de Procuraduría General Privada del Código Laboral de 2004 (Código Laboral, Artículo 2698 et seq.), reclamos por sanciones de cualquier naturaleza que surjan de los Reclamos Exonerados, o cualquier otro beneficio reclamado a causa de acusaciones y reclamos que se relacionen de manera razonable con las acusaciones y reclamos planteados en la Demanda Vigente presentada en esta acción y por lo tanto podrían haber sido afirmados. La exoneración excluirá reclamos por beneficios adquiridos, despido injustificado, seguro de desempleo, discapacidad, indemnización por accidentes de trabajo, reclamos que surjan mientras están clasificados como exentos de horas extra, reclamos fuera del Período del Acuerdo o cualquier otro reclamo o derecho que por ley no pueda ser renunciado o exonerado.

14. ¿Tengo un abogado en este caso?

La Corte ha nombrado a Lawyers for Justice, PC para representarlo a usted y a todos los Miembros de la Clase en esta acción. Los Abogados de la Clase serán compensados del Importe Bruto del Acuerdo como se indica en esta Notificación de Clase. Si desea que lo represente su propio abogado, puede contratar a uno a su propio cargo.

15. ¿Cómo se les pagará a los abogados?

Los Abogados de la Clase solicitarán a la Corte que apruebe el pago de \$514,500 (35% del Importe Bruto del Acuerdo) para los honorarios de abogados, y costos por un monto que no exceda los \$40,000. Los honorarios serán para los Abogados de la Clase por investigar los hechos, litigar en este caso y negociar y finalizar el acuerdo. El Demandado aceptó no oponerse a la solicitud de los Abogados de la Clase de estos honorarios y gastos. La Corte puede elegir otorgar un monto menor al requerido por los Abogados de la Clase. Todos los demás pagos a la Demandante y al Administrador del Acuerdo también provienen del Importe Bruto del Acuerdo.

16. ¿Cómo puedo excluirme del acuerdo?

Puede excluirse de este acuerdo y conservar sus derechos. Para hacerlo, debe preparar y enviar por escrito su declaración firmada y fechada de que desea ser excluido del acuerdo. Debe incluir su nombre, dirección y los últimos cuatro dígitos de su número de seguro social; el nombre del caso y el número del caso, y una declaración clara de que desea ser excluido del Acuerdo. Su declaración escrita debe ser recibida o enviada por correo electrónico al Administrador del Acuerdo, Simpluris, Inc., con sello postal a más tardar del 10 de febrero del 2024, o no será considerado y usted continuará siendo un miembro de la clase del Acuerdo y estará obligado por el Acuerdo. La dirección de Simpluris, Inc. se indica en la sección 23 a continuación.

17. ¿Cómo le digo a la Corte que no estoy de acuerdo con el Acuerdo?

Si decide excluirse, puede oponerse al acuerdo si no está de acuerdo con él. Debe dar las razones por las que cree que la Corte no debería aprobar el acuerdo y la Corte considerará sus opiniones. Para oponerse y que la Corte escuche sus opiniones, debe enviar una carta que declare que se opone al acuerdo y exponga sus motivos. Asegúrese de incluir su nombre, dirección y los últimos cuatro dígitos de su número de seguro social, nombre y número del caso, y proporcione las razones legales y de hecho por las que se opone al acuerdo, e indique si tiene intención de comparecer en la Audiencia de Homologación Definitiva. La oposición debe enviarse por correo postal al Administrador del Acuerdo con sello postal a más tardar del 10 de febrero del 2024. La dirección de Simpluris, Inc. se indica en la sección 23 a continuación.

La Corte celebrará una audiencia para decidir si homologará el acuerdo. Usted podrá asistir y pedir la palabra, pero no es obligatorio que asista a la audiencia.

18. ¿Cuándo y dónde decidirá la Corte si homologa el acuerdo?

La Corte celebrará una Audiencia de Homologación Definitiva el 15 de marzo del 2024 en el Departamento C-73 de la Corte Superior del Condado de San Diego. En esta audiencia, que se celebrará por teléfono debido al COVID-19, la Corte determinará si el acuerdo es justo, razonable y adecuado. Si hay oposiciones y han sido presentadas en forma adecuada, la Corte las considerará. El Juez escuchará a las personas que asistieron a la audiencia y que no se han excluido. La Corte también podrá decidir cuánto se les pagará a los Abogados de la Clase. Después de la audiencia, la Corte decidirá si homologa o no el acuerdo. No sabemos cuánto demorará esta decisión.

19. ¿Debo asistir a la audiencia?

No. Los Abogados de la Clase responderán a cualquier pregunta que tenga el Juez. Sin embargo, puede asistir a su propio cargo. Si envió una oposición, no necesita comparecer ante la Corte para hablar sobre ella. Siempre y cuando haya enviado por correo su oposición en forma escrita y oportuna, la Corte la tendrá en consideración. También puede pagarle a su propio abogado para que asista, pero no es obligatorio.

20. ¿Puedo hablar en la audiencia?

Si desea hablar en la Audiencia de Homologación Definitiva, debe comparecer en la Audiencia de Homologación Definitiva programada. Usted no puede hablar en la audiencia si se excluye del Acuerdo.

21. ¿Qué sucede si no hago absolutamente nada?

Usted será miembro de la clase. Quedará obligado por la exoneración de los reclamos como se estableció en la pregunta 13. Una vez que la Corte homologue definitivamente el Acuerdo, y hayan pasado los plazos necesarios, se le enviará su cheque del acuerdo.

OBTENER MÁS INFORMACIÓN

22. ¿Hay más información sobre el acuerdo?

La presente Notificación de Clase constituye un resumen del acuerdo propuesto. Puede llamar o contactar al Administrador del Acuerdo o a los Abogados de la Clase si desea más información sobre el caso. Puede obtener los escritos y otros registros en este litigio, incluido el Acuerdo, en el sitio web del acuerdo aquí: www.simpluris.com/case-search. Los escritos y otros registros en este litigio podrán examinarse en línea en el sitio web de la Corte Superior del Condado de San Diego en <https://roa.sdcourt.ca.gov/roa/>. Luego de entrar al sitio web, ingrese el año del caso (2022) y el número de caso (00051286) como número de caso y haga clic en 'SEARCH' [BUSCAR]. Podrá adquirir las imágenes de cada documento presentado en el expediente de la causa por un costo mínimo. Puede contactar a los Abogados de la Clase en:

LAWYERS FOR JUSTICE, PC
Edwin Aiwazian
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

23. ¿Cómo obtengo información adicional?

Puede visitar www.simpluris.com/case-search, llamar al Administrador del Acuerdo al (866) 606-4016, o a los Abogados de la Clase o escribirle al Administrador del Acuerdo P.O. Box 26170, Santa Ana, CA 92799.

POR FAVOR, NO SE COMUNIQUE CON LA CORTE O EL DEMANDADO PARA HACER PREGUNTAS.

EXHIBIT B

Latisha Anqunette Johnson vs. AmeriCare Heath & Retirement, Inc., et al.
 Superior Court of California, County of San Diego, Case No. 37-2022-00051286-CU-OE-CTL

This is a court-authorized notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.

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1. Why did I get this notice?

On November 3, 2023, the Superior Court of California for the County of San Diego (“Court”) granted preliminary approval of the Class Action and Private Attorney General Act Settlement Agreement (“Settlement” or “Settlement Agreement”) and certified a class for settlement purposes only, consisting of all persons who are or have been employed by AmeriCare Health & Retirement, Inc. in California as nonexempt employees at any time during the period January 2, 2016 to December 2, 2021 (“Class Member”). On December 27, 2023, a Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Original Class Notice”) was sent to Class Members, informing them that the above-referenced lawsuit had settled. Due to a data error, the Original Class Notice did not include correct information in Section 11, regarding the number of weeks that you are credited to have worked as a nonexempt employee of Defendant during the Settlement Period (“Workweeks”) and your estimated *pro rata* portion of the Net Settlement Amount as a Class Member (“Individual Settlement Share”). Also, it was determined that the number of Workweeks during the Settlement Period exceed the Workweeks count threshold set forth in Section 19 of the Settlement Agreement, as a result, the Gross Settlement Amount has been increased on a proportional basis to the extent the threshold was exceeded; the Gross Settlement Amount has increased from \$1,470,000.00 to \$1,474,154.69 (“Escalated Gross Settlement Amount”).

2. How much will I get from the Settlement?

The corrected number of Workweeks credited to you, and your estimated Individual Settlement Share based on the Escalated Gross Settlement Amount, are as follows: **you are credited to have worked «MERGED_NEW_WW_CALC» Workweeks as a nonexempt employee of Defendant during the period January 2, 2016 to December 2, 2021 and your estimated Individual Settlement Share is \$«MERGED_NEW_EstSettAmnt_CALC».**

3. What is my deadline to dispute Workweeks, opt out of the Settlement, or object to the Settlement?

Your deadline to submit a dispute regarding the number of Workweeks credited to you (“Workweeks Dispute”), a Request for Exclusion, or an objection has been extended. Any Workweeks Dispute, Request for Exclusion, or objection must be mailed to the Settlement Administrator, Simpluris Inc., and be postmarked no later than **MAY 28, 2024**, or it will not be considered. Information regarding the other requirements for submission of a Workweeks Dispute, Request for Exclusion, or objection are set forth in the Original Class Notice, please refer to Sections 11 (for Workweeks Disputes), Section 16 (for Requests for Exclusion), and Section 17 (for Objections). If you choose to do nothing, then, if the Settlement is granted final approval by the Court, you will be bound by the release of claims that is set forth in Section 13 of the Original Class Notice and eventually mailed your settlement check.

4. When and where will the Court decide whether to approve the Settlement?

The Court will still hold a Fairness Hearing; the previously scheduled hearing date and time has changed. The Fairness Hearing is now scheduled to be held July 12, 2024, and 9:00 a.m. in Department C-73 of the San Diego County Superior Court, located the Hall of Justice, Sixth Floor, 330 West Broadway, San Diego, CA 92101. You are not required to attend this hearing but are welcome to attend at your own expense (and you are free to hire your lawyer to attend the hearing if you wish, at your own expense). Please check the Court's website (<https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>) for the latest information regarding options for appearing telephonically or to appear remotely through other technology. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are any objections and they have been properly submitted, the Court will consider them. The Judge will listen to people who attend the hearing and who have not opted out of the Settlement. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

5. How do I get more information?

You may call or contact the Settlement Administrator or Class Counsel if you would like more information about the case or Settlement. Class Counsel may be reached by telephone at (818) 265-1020. The Settlement Administrator, Simpluris, Inc., may be reached by telephone at (866) 606-4016 and by mail at P.O. Box 26170, Santa Ana, CA 92799. Some of the important Settlement-related pleadings and other records in this case, including the Settlement Agreement can be accessed on the settlement website here: www.simpluris.com/case-search. The pleadings and other records in this litigation may be examined online on the San Diego County Superior Court's website, at <https://roa.sdcourt.ca.gov/roa/>.

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT WITH INQUIRIES.

NOTIFICACIÓN ADICIONAL DE ACUERDO DE ACCIÓN DE CLASE PROPUESTO Y FECHA DE AUDIENCIA PARA
LA HOMOLOGACIÓN POR PARTE DE LA CORTE

Latisha Anqunette Johnson vs. AmeriCare Heath & Retirement, Inc., et al.
Corte Superior de California, Condado de San Diego, Caso No. 37-2022-00051286-CU-OE-CTL

Esta notificación fue autorizada por la corte. No es una petición de un abogado.

POR FAVOR, LEA ATENTAMENTE ESTA NOTIFICACIÓN. SUS DERECHOS LEGALES SE VEN AFECTADOS POR ELLA.

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
«City», «State» «Zip»

SIMID «SIMID»
«Barcode_166527»

1. ¿Por qué recibí esta notificación?

El 3 de noviembre del 2023, la Corte Superior de California para el Condado de San Diego (“Corte”) otorgó la homologación preliminar del Acuerdo de Acción de Clase y en función de la Ley de Procuraduría General Privada (“Acuerdo”) y certificó una clase, solo a los efectos del acuerdo, que está conformada por todas las personas que son o fueron empleadas de AmeriCare Health & Retirement, Inc. en California como empleados no exentos, en cualquier momento durante el período comprendido entre el 2 de enero del 2016 y el 2 de diciembre del 2021 (“Miembro de la Clase”). El 27 de diciembre del 2023, los Miembros de la Clase recibieron una Notificación del Acuerdo de Acción de Clase Propuesto y Fecha de Audiencia para la Homologación de la Corte, en la que se les informó que el juicio mencionado anteriormente se resolvió. Debido a un error, la Notificación de Clase Original no incluyó información correcta en la Sección 11 sobre la cantidad de semanas que se le acredite haber trabajado como empleado no exento que le acreditaron haber trabajado como empleado no exento del Demandado durante el Período del Acuerdo (“Semanas de Trabajo”) y su parte prorrateada estimada del Importe Neto del Acuerdo como Miembro de la Clase (“Parte Individual del Acuerdo”). Asimismo, se determinó que la cantidad de Semanas de Trabajo durante el Período del Acuerdo supera el umbral de recuento de Semanas de Trabajo establecido en la Sección 19 del Acuerdo, y como resultado, el Importe Bruto del Acuerdo aumentó de forma proporcional a la superación del umbral; el Importe Bruto del Acuerdo aumentó de \$1,470,000.00 a \$1,474,154.69 (“Importe Bruto del Acuerdo Escalonado”).

2. ¿Cuánto recibiré por el Acuerdo?

La cantidad corregida de Semanas de Trabajo que se le acreditó y su Parte Individual del Acuerdo estimada en función del Importe Bruto del Acuerdo Escalonado son las siguientes: **Se le acreditaron «MERGED_NEW_WW_CALC» Semanas de Trabajo como un empleado no exento del Demandado durante el período comprendido entre el 2 de enero del 2016 y el 2 de diciembre del 2021 y su Parte Individual del Acuerdo estimada es \$«MERGED_NEW_EstSettAmnt_CALC»..**

3. ¿Cuál es el plazo límite para disputar las Semanas de Trabajo, excluirse u oponerse al Acuerdo?

Se prorrogó el plazo límite para presentar una disputa a las Semanas de Trabajo que le acreditaron (“Disputa a las Semanas de Trabajo”), una Solicitud de Exclusión o una oposición. Toda Disputa a las Semanas de Trabajo, Solicitud de Exclusión u oposición debe enviarse al Administrador del Acuerdo, Simpluris, Inc., y tener sello postal de, a más tardar, el 28 de mayo del 2024 o no se considerará. La Información sobre los demás requisitos para la presentación de una Disputa a las Semanas de Trabajo, Solicitud de Exclusión u oposición se establecen en la Notificación de Clase Original. Consulte las Secciones 11 (sobre las Disputas a las Semanas de Trabajo), la Sección 16 (sobre las Solicitudes de Exclusión) y la Sección 17 (sobre Oposiciones). Si opta por no hacer nada, si el Acuerdo recibe la homologación definitiva de la Corte, estará vinculado por la exoneración de los reclamos que se establece en la Sección 13 de la Notificación de Clase Original y finalmente recibirá el cheque del acuerdo por correo.

4. ¿Cuándo y dónde decidirá la Corte si homologa el Acuerdo?

La Corte celebrará una Audiencia de Homologación Definitiva; la fecha y hora de la audiencia programada anteriormente cambiaron. La Audiencia de Homologación Definitiva está programada para el 12 de julio del 2024, a las 9:00 a. m. en el Departamento C-73 de la Corte Superior del Condado de San Diego, ubicada en Hall of Justice, Sixth Floor, 330 West Broadway, San Diego, CA 92101. No está obligado a asistir a esta audiencia, pero es bienvenido a hacerlo por cuenta propia (si lo desea, puede contratar a su propio abogado para asistir a la audiencia, a su propio cargo). Revise la información en el sitio web de la Corte (<https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>) para obtener información actualizada sobre las opciones de comparecencia telefónica o a distancia a través de otra tecnología. En esta audiencia, la Corte determinará si el Acuerdo es justo, razonable y adecuado. Si hay oposiciones y han sido presentadas en forma adecuada, la Corte las considerará. El Juez escuchará a las personas que asistan a la audiencia y que no se han excluido del Acuerdo. La Corte también podrá decidir cuánto se les pagará a los Abogados de la Clase. En la audiencia o después de ella, la Corte decidirá si homologa o no el Acuerdo. No sabemos cuánto demorará esta decisión.

5. ¿Cómo obtengo información adicional?

Puede llamar o contactar al Administrador del Acuerdo o a los Abogados de la Clase si desea más información sobre el caso o Acuerdo. Se puede contactar a los Abogados de la Clase por teléfono al (818) 265-1020. El Administrador del Acuerdo, puede contactar a Simpluris, Inc., por teléfono al (866) 606-4016 y por correo a P.O. Box 26170, Santa Ana, CA 92799. Puede obtener los escritos importantes relacionados con el Acuerdo y otros registros en este caso, incluido el Acuerdo, en el sitio web del acuerdo aquí: www.simpluris.com/case-search. Los escritos y otros registros en este litigio podrán examinarse en línea en el sitio web de la Corte Superior del Condado de San Diego en <https://roa.sdcourt.ca.gov/roa/>.

POR FAVOR, NO SE COMUNIQUE CON LA CORTE O EL DEMANDADO PARA HACER PREGUNTAS.

EXHIBIT C

April 11, 2024

«IMb|ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
«barcode encoded»

RE: *Johnson v. AmeriCare Heath & Retirement, Inc.*

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
CASE NO. 37-2022-00051286-CU-OE-CTL

Dear «FirstName» «LastName»,

On or about December 22, 2022, a former AmeriCare Health & Retirement, Inc. (“AmeriCare”) employee filed a lawsuit on behalf of herself and certain other current and former AmeriCare non-exempt employees in California alleging, among other things, that AmeriCare had not paid its non-exempt employees for all of their hours worked and had violated various other sections of the California Labor Code. AmeriCare denies that it did not pay its non-exempt employees for all of their hours worked and denies that it violated any laws in the way it pays its employees. However, AmeriCare has agreed to settle the lawsuit and resolve the matter so that it can focus on running its business.

However, this lawsuit only applies to persons who are or have been employed by AmeriCare in California as nonexempt employees at any time during the period January 2, 2016, through December 2, 2021. AmeriCare's records show that, for your employment with Americare, you were an exempt employee during the entire time period applicable to the aforementioned lawsuit, and therefore if you received any notification concerning this matter, it does not apply to you, and you may disregard the notification. If you have already responded to the notification in any manner, your response will not be processed as the lawsuit does not apply to you because, for your employment with Americare, you were an exempt employee during the entire time period covered by this lawsuit. If you have any questions, please contact Simpluris, Inc. at (888) 606-4016.

Sincerely,

Claims Administrator

Simpluris, Inc.

Johnson v. AmeriCare Heath & Retirement, Inc.

P.O. Box 26170

Santa Ana, California 92799

April 11, 2024

«IMb1ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
Accion Group

ASUNTO: *Johnson v. AmeriCare Heath & Retirement, Inc.*

**CORTE SUPERIOR DE CALIFORNIA, CONDADO DE SAN DIEGO
CASO NO. 37-2022-00051286-CU-OE-CTL**

Estimado «FirstName» «LastName»:

El o cerca del 22 de diciembre del 2022, una exempleada de AmeriCare Health & Retirement, Inc. (“AmeriCare”) inició un juicio en su nombre y en el de otros empleados actuales y exempleados no exentos de AmeriCare, en el que se alegó, entre otras cosas, que AmeriCare no les pagó a los empleados no exentos todas las horas trabajadas y que infringió varios artículos del Código Laboral de California. AmeriCare niega no haberles pagado a sus empleados no exentos la totalidad de las horas trabajadas y niega haber infringido las leyes que rigen la forma de pagarles a sus empleados. No obstante, AmeriCare aceptó resolver el juicio y el caso para poder concentrarse en la gestión de su negocio.

No obstante, este juicio solo se aplica a las personas que son o fueron empleados de AmeriCare en California como empleados no exentos en cualquier momento durante el período comprendido entre el 2 de enero del 2016 y el 2 de diciembre del 2021. Los registros de AmeriCare muestran que, en lo que respecta a su empleo con AmeriCare, usted fue un empleado exento durante la totalidad del período aplicable al juicio mencionado y, por ende, si recibió una notificación sobre este caso, no se aplica a usted y puede ignorar la notificación. Si ya contestó la notificación de alguna forma, su contestación no se tramitará porque el juicio no se aplica a usted, dado que, en lo que respecta a su empleo con AmeriCare, usted fue un empleado exento durante la totalidad del período cubierto por este juicio. Si tiene alguna pregunta, contacte a Simpluris Inc. al (888)-606-4016.

Cordialmente,

Administrador de la Demanda
Simpluris, Inc.

Johnson v. AmeriCare Heath & Retirement, Inc.
P.O. Box 26170
Santa Ana, California 92799

EXHIBIT D



THE JAMI LAW FIRM P.C.

3525 DEL MAR HEIGHTS RD # 941, SAN DIEGO, CA 92130

■ TEL: (858) 284-0248 ■ FAX: (858) 284-0977 ■ www.JamiLaw.com

January 29, 2024

I, Maria Adelina Martinez, Hereby Opt Out of the Proposed Class Action

Settlement

Name: Maria Adelina Martinez

Address: 1256 Chestnut Escondido CA, 92025.

Last four Digits of Social Security Number: 2246

Case: *Johnson v. AmeriCare Heath & Retirement, Inc.*

Case No.: 37-2022-00051286-CU-OE-CTL

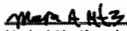


1 9 0 7 9 6

To whom it may concern:

I received a Notice of Proposed Class Action Settlement and Hearing Date for Court Approval related to the matter entitled: *Johnson v. AmeriCare Heath & Retirement, Inc.*, Case No.: 37-2022-00051286-CU-OE-CTL.

I, Maria Adelina Martinez, hereby opt out of the Notice of Proposed Class Action Settlement, according to the instructions set forth in Section 16 of the notice. It is my intention to opt out of the proposed class action settlement and retain my legal rights to pursue any and all claims against the Defendant, including, but not limited to, the claims I alleged against Defendant in Case No.: 37-2023-00023506-CU-OE-CTL.



Maria A Martinez (Jan 30, 2024 09:31 PST)

Maria Adelina Martinez

01/30/2024

Date

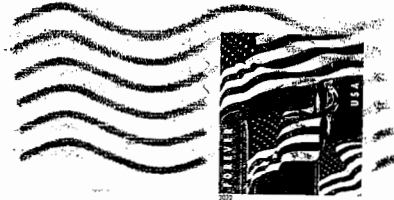


THE JAMI LAW FIRM P.C.

3525 Del Mar Heights Rd # 941
San Diego, CA 92130

SAN DIEGO CA 920

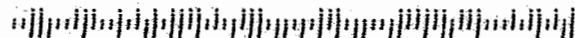
31 JAN 2024 PM 1 L



SIMPLURIS, Inc.
P.O. BOX 26170
SANTA ANA, CA 92799

02/02/2024

92799-617070





THE JAMI LAW FIRM P.C.

3525 DEL MAR HEIGHTS RD # 941, SAN DIEGO, CA 92130

■ TEL: (858) 284-0248 ■ FAX: (858) 284-0977 ■ www.JamiLaw.com

January 29, 2024

I, Iliana Abigail Vasquez, Hereby Opt Out of the Proposed Class Action

Settlement

Name: Iliana Abigail Vasquez

Address: 1035 Sendero Ave. Escondido CA, 92026.

Last four Digits of Social Security Number: 6884

Case: *Johnson v. AmeriCare Heath & Retirement, Inc.*

Case No.: 37-2022-00051286-CU-OE-CTL

To whom it may concern:

I received a Notice of Proposed Class Action Settlement and Hearing Date for Court Approval related to the matter entitled: *Johnson v. AmeriCare Heath & Retirement, Inc.*, Case No.: 37-2022-00051286-CU-OE-CTL.

I, Iliana Abigail Vasquez, hereby opt out of the Notice of Proposed Class Action Settlement, according to the instructions set forth in Section 16 of the notice. It is my intention to opt out of the proposed class action settlement and retain my legal rights to pursue any and all claims against the Defendant, including, but not limited to, the claims I alleged against Defendant in Case No.: 37-2023-00023506-CU-OE-CTL.


Iliana A Vasquez (Jan 29, 2024 17:54 PST)

Iliana Abigil Vasquez

01/29/2024

Date



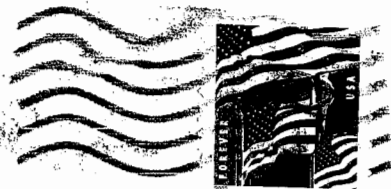


THE JAMI LAW FIRM P.C.

3525 Del Mar Heights Rd # 941
San Diego, CA 92130

SAN DIEGO CA 920

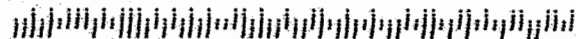
31 JAN 2024 PM 1 L



SIMPLURIS, Inc.
P.O. BOX 26170
SANTA ANA, CA 92799

02/02/2024

92799-617070





1901 First Avenue, Suite 213
San Diego, California 92101
Telephone: (619) 320-5901
Email: marisol@jimenezloayza.com
Website: www.jimenezloayza.com

February 2, 2024

Sent Via Priority Mail and Email

Simpluris, Inc.
Settlement Administrator
P.O. Box 26170
Santa Ana, California 92799
CaseSupport@Simpluris.com

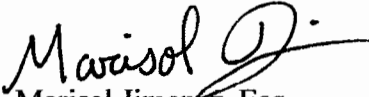
Re: *Johnson v. AmeriCare Health & Retirement, Inc.*
Case No. 37-2022-00051286-CU-OE-CTL

To whom it may concern:

My firm represents Dulce Karina Escalante Tello. My client received a Notice of Settlement in the case *Johnson v. AmeriCare Health & Retirement, Inc.* My client is requesting to be excluded from the class settlement. Attached please find her signed declaration.

If you have any questions or need additional information from me, please feel free to call me at (619) 320-5901.

Sincerely,


Marisol Jimenez, Esq.
JIMENEZ LOAYZA, APC



I, Dulce Karina Escalante Tello, declare and state as follows:

1. My name is Dulce Karina Escalante Tello. My address is 31956 Del Cielo Este, Apt. 12, Bonsall, California 92003. The last four digits of my social security are 5172.

2. I am providing this declaration to request that I be excluded from the Settlement in the case of *Johnson v. AmeriCare Health & Retirement, Inc.*, San Diego Superior Court Case No. 37-2022-00051286-CU-OE-CTL.

3. Executed on this 31 day of January 2024.

Dulce K. Escalante Tello.
Dulce Karina Escalante Tello

SEAL



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Manual at <http://pe.usps.com> for availability and limitations of co

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JIMENEZ LOAYZA, APC MARISOL JIMENEZ 1901 1ST AVE STE 213 SAN DIEGO CA 92101-2382		02/05/2024 RDC 02 B900	
	SIMPLURIS, INC. PO BOX 26170 SANTA ANA CA 92799-6170		
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EXHIBIT E



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

Estimate #: 15420v5
Estimate Date: 2/26/2024

Prepared By: Patrick J. Ivie
Direct Dial #: 310.995.6455
Email: pivie@simpluris.com

Attorney/Client: **Plaintiff Attorney**
Madison Gunning
Firm: Lawyers for Justice
Email: <madison@calljustice.com>
<a.rose@calljustice.com>

Attorney/Client: **Defense Attorney**
Firm:
Email:

Case Name: Johnson v. AmeriCare Heath & Retirement, Inc.: Corrective Notice Mailing

Notification

Mail 1-page corrective Class Notices to Class Members and 1-page Letter to non-Class Members who were inadvertently included

Category	Unit Value	# of Units	Total
Database Manager	\$140.00	2	\$280.00
Project Manager	\$125.00	3	\$375.00
Corrective Notice (Class Members)	\$0.25	913	\$228.25
Postage	\$0.57	913	\$520.41
Letter (Non-Class Members)	\$0.25	54	\$13.50
Postage	\$0.62	54	\$33.48
Mailing Supervisor	\$50.00	2	\$100.00
Total			\$1,550.64

Postage \$553.89

Total Case Costs

\$1,550.64

Terms and Conditions

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

- 1. Services:** Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.
- 2. Fee Estimates Not Binding:** Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.
- 3. Billing and Payment:** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.
- 4. Further Assurances:** Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.
- 5. Rights of Ownership:** The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.
- 6. Bank Accounts:** Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.
- 7. Retention of Documents & Data:** Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.
- 8. Limitation of Liability; Disclaimer of Warranties:** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
- 9. Force Majeure:** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

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

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

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