

*Luci Gillespie and Ileana Suastegui v. Plum Healthcare Group, LLC*  
Superior Court of California, County of Tulare, Case No. VCU285376<sup>1</sup>

**NOTICE OF CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING**

**Please read this notice carefully**

You are receiving this Notice of Class Action Settlement and Final Approval Hearing (“Notice”) because the records of Plum Healthcare Group, LLC and/or the applicable Facility Entity show you performed work as a non-exempt employee at one of 37 healthcare facilities in California (“Facilities”), identified in Section 2 below, between December 17, 2016 and July 17, 2023. Because you fit this definition, **you may be entitled to receive money from a Settlement<sup>2</sup> in this case, as described below.**

**1. Why Should You Read This Notice?**

This Notice explains what this case is about; your right to share in the monetary proceeds of this Settlement; how much you can expect to receive; the claims that are being resolved; and your options. It explains that there are two groups of workers that are covered by the Settlement: (1) Class Members, for whom the Plaintiffs seek damages under the California Labor Code for unpaid wages (including minimum wages and overtime), missed or non-compliant meal periods and rest breaks, unreimbursed business expenses, and related violations; and (2) Aggrieved Employees, for whom Plaintiffs seek civil penalties (fines) that are allegedly owed to the State of California under the California Labor Code Private Attorneys General Act (“PAGA”) for the labor violations alleged.

Your rights and options under the Settlement depend on whether you are a Class Member, an Aggrieved Employee, or both. Please carefully review this Notice and the enclosed Notice of Estimated Settlement Award to determine whether you are a Class Member, an Aggrieved Employee, or both.

The Superior Court of California, County of Tulare, has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on November 19, 2024 at 8:30 a.m., before the Honorable Bret Hillman in Department 2 of the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, CA 93291.

**2. What Is This Case About?**

The Settlement in this case resolves certain labor claims under California law for non-exempt employees at 37 Facilities that were allegedly connected with Plum Healthcare Group, LLC. The Facilities (and associated Facility Entities) are:

1. Arlington Gardens Care Center (Honeyflower Holdings, LLC)
2. Auburn Oaks Care Center (Aloe Holdings, LLC)
3. Aviara Healthcare Center (Olive Holdings, LLC)

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<sup>1</sup> This proposed Settlement in this case also resolves numerous other lawsuits pending in California.

<sup>2</sup> The “Settlement” refers to the Settlement Agreement. This Notice summarizes the proposed Settlement. The capitalized terms in this Notice have defined meanings that are set out in detail in the Settlement. To review a copy of the Settlement, please visit the Settlement website at [www.plumhealthcaresettlement.com](http://www.plumhealthcaresettlement.com).

4. Bishop Care Center (Ixia Holdings, LLC)
5. Canyon Springs Post-Acute (Dragonfruit Holdings, LLC)
6. Copper Ridge Care Center (Applewood Operating Company, LLC)
7. Cottonwood Canyon Healthcare Center (Koa Holdings, LLC)
8. Crystal Cove Care Center (Norway Maple Holdings, LLC)
9. Cypress Ridge Care Center (Marjoram Holdings, LLC)
10. East Bay Post-Acute (Bilberry Holdings, LLC)
11. Garden City Healthcare Center (Fig Holdings, LLC)
12. Highland Palms Healthcare Center (Cedar Holdings, LLC)
13. Huntington Valley Healthcare Center (Douglas Fir Holdings, LLC)
14. La Mesa Healthcare Center (Elm Holdings, LLC)
15. La Paloma Healthcare Center (Italian Maple Holdings, LLC)
16. Marysville Post-Acute (Melon Holdings, LLC)
17. McKinley Park Care Center (Azalea Holdings, LLC)
18. Midtown Oaks Post-Acute (White Fir Holdings, LLC)
19. Peninsula Post-Acute (Pear Holdings, LLC)
20. Pine Creek Care Center (Daisy Holdings, LLC)
21. Plum Healthcare Group, LLC
22. Poway Healthcare Center (Poplar Holdings, LLC)
23. Primrose Post-Acute (Kumquat Holdings, LLC)
24. Redlands Healthcare Center (Ash Holdings, LLC)
25. Reo Vista Healthcare Center (Lilac Holdings, LLC)
26. River Valley Care Center (Flax Holdings, LLC)
27. Rock Creek Care Center (Ulmus Holdings, LLC)
28. Roseville Care Center (Crocus Holdings, LLC)
29. Sacramento Post-Acute (Oleander Holdings, LLC)
30. San Diego Post-Acute Center (Pepperbush Holdings, LLC)
31. Sunnyvale Post-Acute Center (Jujube Holdings, LLC)
32. Trellis Chino (Macadamia Holdings, LLC)
33. University Care Center (Birch Holdings, LLC)
34. Western Slope Health Center (Rosebud Holdings, LLC)
35. White Blossom Care Center (Hawthorne Holdings, LLC)
36. Whitney Oaks Care Center (Queen Ann's Lace Holdings, LLC)
37. Yuba City Post-Acute (Guava Holdings, LLC)

This case alleges that hourly-paid, non-exempt individuals who worked at the Facilities were not paid for all hours that they actually worked (i.e., they worked “off the clock” without pay), inclusive of all minimum wages and overtime. The case also alleges that these workers were not provided compliant meal periods and rest breaks. The case further alleges that these workers were not reimbursed for necessary business expenses that they incurred for their work, were not provided complete and accurate wage statements, and were not paid final wages at the end of employment. The case seeks recovery of unpaid wages, statutory damages, civil penalties under the PAGA, restitution, interest, and attorneys’ fees and costs. The claims in this case are brought under California law.

The Plaintiffs in this case are Luci Gillespie, Ileana Suastegui, Trevor Harding, Esther Corona, Joselito Guerrero, and Mildred Arriaga (collectively, the “Plaintiffs”). The Plaintiffs had originally filed eight separate lawsuits around California (the “Actions”) and consolidated their claims in this case after reaching the Settlement. The Defendants in this case are Plum Healthcare Group, LLC and various Facility Entities (collectively, “Defendants”). Defendants vehemently deny these allegations and

contend that they have legal and factual defenses to these claims, but recognize the risks, distractions, and costs associated with litigation. Further, Plum Healthcare Group, LLC denies that it was a joint employer of any employees of the Facility Entities.

This Settlement is the result of good faith, arms' length negotiations between Plaintiffs and Defendants, through their respective attorneys. Both sides agree that, considering the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances and in the best interests of the Class Members, Aggrieved Employees, and the State of California. This Settlement is a compromise and is not an admission of liability on the part of Defendants, the Facilities, or the Facility Entities. The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses.

The Settlement Administrator has created a Settlement website, which can be accessed at [www.plumhealthcaresettlement.com](http://www.plumhealthcaresettlement.com). The Settlement website allows interested persons to view the Settlement, papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and this Notice (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

### **3. What Are the Terms of the Settlement?**

Defendants have agreed to pay \$10,000,000.00 to settle this case (the "Gross Settlement Amount"). The Settlement also requires the Facilities to make certain changes to their policies and practices regarding meal periods, rest breaks, and timekeeping and payroll (the "Equitable/Injunctive Components" to the Settlement).

Deductions will be made from the Gross Settlement Amount for attorneys' fees and costs for Class Counsel (up to \$3,500,000.00, plus attorneys' costs; see Section 10 below); settlement administration costs (currently estimated at \$83,000); Service Awards to the Plaintiffs (up to \$15,000.00 for Plaintiff Guerrero and up to \$10,000.00 each for the other Plaintiffs); and the PAGA Allocation (\$100,000.00).

After deductions of these amounts, the remaining amount (the "Class Net Settlement Amount") will be available to pay monetary Settlement Shares to the Participating Class Members. The PAGA Allocation will be distributed so that the State of California will receive 75%, or \$75,000.00, and the Aggrieved Employees will receive 25%, or \$25,000.00 (the "PAGA Net Settlement Amount").

The Class Net Settlement Amount will be distributed to Class Members that do not opt out of the Settlement ("Participating Class Members"). The following persons are "Class Members" and will be eligible to receive a monetary award from the Class Net Settlement Amount: *all current and former non-exempt employees, allegedly employed in California by Plum Healthcare Group, LLC and/or the applicable Facility Entity, who worked at any of the Facilities from December 17, 2016 to July 17, 2023, was not subject to an arbitration agreement<sup>3</sup>, and did not release claims under a settlement in any of the Settled Cases.*

The PAGA Net Settlement Amount will be distributed to Aggrieved Employees. The following persons are "Aggrieved Employees" and will be eligible to receive a monetary award from the PAGA

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<sup>3</sup> An arbitration agreement is an agreement between two parties that dictates how they will resolve a legal conflict or dispute between them. When parties agree to mandatory arbitration, legal disputes between them are decided in private arbitration, as opposed to a court provided by the government. A neutral third party, called an arbitrator, hears the evidence, makes legal and factual determinations, and decides each party's claims. When employees sign arbitration agreements, it is typically difficult or impossible for them to bring their claims as part of a class action.

Net Settlement Amount: *all current and former non-exempt employees, allegedly employed in California by Plum Healthcare Group, LLC and/or the applicable Facility Entity, who worked at any of the Facilities from January 13, 2020 through April 23, 2024, was not subject to an arbitration agreement, and did not release claims under a settlement in any of the Settled Cases.*

Employees at the Facilities that released claims in any of the Settled Cases are not eligible to participate in the Settlement. The “Settled Cases” are the following lawsuits, which are class actions and/or PAGA actions that resulted in settlements:

- i. *Chace v. Daisy Holdings, LLC* (Sacramento County Superior Court, Case. No. 00209613)
- ii. *Grimsley v. Spruce Holdings, LLC* (Tulare County Superior Court, Case. No. VCU275267)
- iii. *D’Antonio v. Fig Holdings, LLC*, (Stanislaus County Superior Court, Case. No. CV-19-4015)
- iv. *Jackson v. White Fir Holdings, et al.* (PAGA) (Sacramento County Superior Court, Case. No. 34-2021-00301656-CU-OE-GDS)
- v. *Foxx v. Healthcare Services Group, et al.* (PAGA) (Alameda County Superior Court, Case. No. RG21100855)
- vi. *Legaspi v. Cucumber Holdings, LLC* (PAGA) (Los Angeles County Superior Court, Case. No. 20STCV24775)
- vii. *Buckmaster v. Pepperbush Holdings, LLC* (PAGA) (San Diego County Superior Court, Case. No. 37-2020-00023125-CU-OE-CTL)
- viii. *Allen v. Kumquat Holdings, LLC* (PAGA) (Los Angeles County Superior Court, Case. No. 20STCV33311)
- ix. *Cetnarowski v. Melon Holdings, LLC* (PAGA) (Yuba County Superior Court, Case. No. CVCV21-01007)
- x. *Abarca v. Cantaloupe Holdings, LLC* (PAGA) (Los Angeles County Superior Court, Case. No. 21STCV08753)
- xi. *Jimenez v. Olive Holdings, LLC* (PAGA) (San Diego County Superior Court, Case. No. 37-2021-00048293-CU-OE-CTL)
- xii. *Anguiano v. Norway Holdings, LLC* (PAGA) (San Diego County Superior Court, Case No. 97-2021-00041803-CU-OE-CTL).

The Equitable/Injunctive Components of the Settlement require specific changes to operations at the Facilities, and include (but are not limited to) the following:

- The Facilities and Facility Entities agree to not punish or discipline non-exempt employees, or otherwise impose negative employment consequences, when they report that (1) they were not provided with a compliant meal period or rest break, or (2) they were required to work additional hours beyond their scheduled shift time and/or overtime hours.
- The Facilities and Facility Entities will establish a “missed meal period log” and a “missed rest break log” where non-exempt employees can readily report that that were not provided with a full, timely, uninterrupted, off-duty break.
- The Facilities and Facility Entities agree to remedy any issues with their timekeeping and payroll systems so that non-exempt employees are duly and timely paid for all “on the clock” time that they record. All “on the clock” time must be readily viewable by non-exempt employees in the Workday application.
- The Facilities will provide required training for management and supervisors on the California wage and hour laws as alleged in this case, and methods for compliance.
- Management at the Facilities will orally read a notice to all current non-exempt employees (i.e., at a team meeting or similar setting) that summarizes in plain language the wage and hour laws and

related protections and obligations, and will inform workers of the “missed meal period log” and the “missed rest break log.”

#### **4. How Much Can I Expect to Receive?**

*Please see the enclosed Notice of Estimated Settlement Award for your estimated Class Settlement Share and/or your estimated PAGA Settlement Share.*

All Participating Class Members will receive a *pro rata* share of the Class Net Settlement Amount based on the total number of workweeks that they worked at any Facility during the Class Period (from December 17, 2016 to July 17, 2023), if any (“Class Workweeks”).

The total number of Class Workweeks for all Participating Class Members will be added together and the resulting sum will be divided into the Class Net Settlement Amount to reach a per workweek dollar figure. That figure will then be multiplied by each Participating Class Member’s Class Workweeks to determine the Participating Class Member’s Class Settlement Share.

Additionally, Aggrieved Employees will also receive a *pro rata* share of the PAGA Net Settlement Amount based on the total number of pay periods that they worked at any Facility during the PAGA Period (from January 13, 2020 through April 23, 2024, if any (“PAGA Workweeks”).

To the extent an individual is both a Participating Class Member and an Aggrieved Employee, their PAGA Settlement Share will be paid separately from, and in addition to, their Class Settlement Share. **Any Class Members that validly opt out of the Settlement will still receive a PAGA share and will still release claims under the PAGA.**

The enclosed Notice of Estimated Settlement Award provides your Class Workweeks and/or PAGA Pay Periods, in addition to your estimated Class Settlement Share and/or your estimated PAGA Settlement Share, as applicable. If you are not credited with any Class Workweeks, you are not eligible to participate in the Settlement as a Class Member. If you are not credited with any PAGA Pay Periods, you are not eligible to participate in the Settlement as an Aggrieved Employee.

All Class Settlement Share and PAGA Settlement Share determinations will be based on timekeeping, payroll, and/or other records maintained by Defendants, the Facilities, and/or the Facility Entities. The amounts reported on the Notice of Estimated Settlement Award are estimated amounts, and your final share is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth above.

**Please note that all payments under the Settlement, including Class Settlement Shares and PAGA Settlement Shares, will be paid in three equal installments, approximately 90 days apart.**

If you dispute the number of workweeks or pay periods shown on the Notice of Estimated Settlement Award, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked as a non-exempt employee at any of the Facilities as a Class Member or Aggrieved Employee, as applicable. To do so, complete and sign the Notice of Estimated Settlement Award, provide an explanation for the basis for your dispute, attach copies of the supporting evidence, and send these items to the Settlement Administrator (*please retain copies of all of these documents for your records*). Unless you present convincing evidence proving you worked more workweeks and/or pay periods than shown by the records maintained by Defendants, the Facilities, and/or the Facility Entities, your Settlement Share(s) will be determined based those records. Any disputes must be postmarked by **July 27, 2024**, and should be mailed to Atticus Administration, PO Box 64053, Saint Paul, MN 55164. The Settlement Administrator will notify you of the decision on the dispute.

For tax reporting purposes, Class Settlement Shares to Participating Class Members will be allocated

as follows: 10% of each Class Settlement Share (the “Wage Portion”) will be treated as a payment in settlement of the Participating Class Member’s claims for unpaid wages. The Wage Portion will be reduced by applicable employee-side withholding and deductions, as well as applicable employer-side payroll tax withholding and deductions, and will be reported on Form W-2. The remaining 90% of each Class Settlement Share (the “Non-Wage Portion”) will be treated as a payment in settlement of the Participating Class Member’s claims for all unreimbursed business expenses, liquidated damages, and penalties. The Non-Wage Portion will not be reduced by tax withholding and deductions, and will be reported on Form 1099. PAGA Settlement Shares to Aggrieved Employees will be allocated 100% as settlement of claims for penalties, will not be reduced by tax withholding and deductions, and will be reported on Form 1099. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Class Members and Aggrieved Employees should consult with their own tax advisors concerning the tax consequences of the Settlement.

**If you participate in the Settlement, you will be issued three checks, each for one-third of your total Settlement Share.** You will have 90 days to cash the checks that will be sent to you, and if not cashed by then, the check will be void. If you do not cash your check in the first or second round of payments, the payment will be reissued to you with the next round of checks. If you do not cash your third check within the 90-day check void period, you will forfeit your payment(s). At the conclusion of the 90-day check void period for the third round of payments, the uncashed checks funds will be redistributed among Participating Class Members and Aggrieved Employees that cashed their third check, on a *pro rata* basis, provided that the total amount of uncashed checks equals or exceeds \$100,000.00. Any uncashed checks from this second distribution will be paid to the Parties’ agreed upon *cy pres* recipient, Legal Aid at Work, subject to the Court’s approval in the final approval order.

**It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement checks. If you fail to keep your address current, you may not receive all of your Settlement checks. You may contact the Settlement Administrator, Atticus Administration, at 1-888-203-0276 to update your address.**

## **5. What Are the Releases?**

There are separate releases of claims under the Settlement for Participating Class Members and Aggrieved Employees.

As of the Effective Date (the date by which the Court grants final approval for the Settlement and all appeals (if any) of the approval have been exhausted), all Participating Class Members release the following claims against the Released Parties (defined below):

“Class Released Claims” means any and all any and all demands, rights, liabilities, claims, and/or causes of action against Defendants and the Released Parties during the Class Period, known or unknown, that are or could have been alleged based on the facts alleged in the operative complaints and/or the notices of claims under the PAGA to the LWDA in any of the Actions. The Class Released Claims include, but are not limited to, claims that any of the Released Parties failed to pay for all hours worked (including, but not limited to, any and all claims related to “off the clock work”); pay minimum wages or overtime compensation; provide compliant meal and rest periods (including but not limited to, providing short, skipped, late, or otherwise deficient meal and rest breaks); reimburse or indemnify employees for necessary business expenses; provide accurate itemized wage statements; and pay all wages due to discharged and quitting employees. The Class Released Claims include, but are not limited to, such claims brought under California Labor Code sections 201, 202, 203, 204, 205, 226, 226.3, 226.7, 256, 510, 512, 1174(d), 1182.11, 1182.12,

1194, 1194.2, 1197, 1197.1, 1198, 2802; California Business and Professions Code sections 17200-17208; the Industrial Welfare Commission Wage Orders; and the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code and any other related state or municipal law, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest.

As of the Effective Date, all Aggrieved Employees release the following claims against the Released Parties:

“PAGA Released Claims” means any and all any and all demands, rights, liabilities, claims, and/or causes of action under the PAGA against Defendants and the Released Parties during the PAGA Period, known or unknown, that are or could have been alleged based on the facts alleged in the operative complaints and/or the notices of claims under the PAGA to the LWDA in any of the Actions. The PAGA Released Claims include, but are not limited to, PAGA claims alleging that any of the Released Parties failed to pay for all hours worked (including, but not limited to, any and all claims related to “off the clock work”); pay minimum wages or overtime compensation; provide meal and rest periods (including but not limited to, providing short, skipped, late, or otherwise deficient meal and rest breaks); reimburse or indemnify employees for necessary business expenses; provide accurate itemized wage statements; and pay all wages due to discharged and quitting employees. The PAGA Released Claims include, but are not limited to, such PAGA claims alleging violations of California Labor Code sections 201, 202, 203, 204, 205, 226, 226.3, 226.7, 256, 510, 512, 1174(d), 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and the Industrial Welfare Commission Wage Orders. The PAGA Released Claims include, but are not limited to, claims under the PAGA for civil penalties; attorneys’ fees and costs; and interest.

The “Released Parties” means Defendants, the Facilities, and the Facility Entities; any of their present and former parents, subsidiaries, and affiliated companies or entities; their respective officers, directors, employees, partners, shareholders and agents; and any other successors, assigns and legal representatives and related persons and entities. The Released Parties include, but are not limited to, Providence Group, Inc. and Providence Administrative Consulting Services.

## **6. What Are My Rights?**

Your rights and options under the Settlement depend on whether you are a Class Member, an Aggrieved Employee, or both. Please see Section 4, above, and the enclosed Notice of Estimated Settlement Award to determine whether you are a Class Member, an Aggrieved Employee, or both. As a general matter, only Class Members are permitted to opt-out or object. If you are only an Aggrieved Employee under the Settlement, you are not permitted to opt-out or object. Within this framework, the following options are available.

- **Do Nothing:** (1) If you are a Class Member and do not timely and validly opt-out, you will automatically become a Participating Class Member and receive your Class Settlement Share and will be bound by the Settlement including its release provisions for Participating Class Members. (2) If you are an Aggrieved Employee and do nothing, you will be paid your PAGA Settlement Share and will be bound by the Settlement including its release provisions for Aggrieved Employees. You may utilize the Notice of Estimated Settlement Award to provide address changes to the Settlement Administrator (please retain a copy for your records).

- **Opt-Out:** If you are Class Member and do not wish to be bound by the Settlement, you must submit a written Request for Exclusion (“opt-out”), postmarked by **July 27, 2024**. The Request for Exclusion must contain your full name, address, telephone number, email address (if applicable), last four digits of your social security number, and must be signed individually by you. No Request for Exclusion may be made on behalf of a group. The Request for Exclusion must be sent by mail to the Settlement Administrator at Atticus Administration, PO Box 64053, Saint Paul, MN 55164.

Any Class Member who opts out of the Settlement will not be entitled to any Class Settlement Share, will not be bound by the Released Claims, and will not have any right to object, appeal or comment on the Settlement.

**However, Class Members may not opt out of the PAGA portion of the Settlement.** Thus, Class Members that are also Aggrieved Employees will still receive their PAGA Settlement Share and will still be subject to the release of PAGA claims under the Settlement even if they opt out.

**If you are ONLY an Aggrieved Employee, and not a Class Member, you are not permitted to opt out of the Settlement.**

- **Object:** If you are Class Member and wish to object to the Settlement, you may submit a written statement objecting to the Settlement by **July 27, 2024**. The statement must state the factual and legal grounds for your objection to the Settlement. The statement must state your full name, address, telephone number, and email address (if applicable), and must be signed by you or your attorney. The postmark date of mailing to the Settlement Administrator shall be the exclusive means for determining that an objection is timely mailed.

You may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the lawsuit. Your written objection should indicate whether you intend to appear at the Final Approval Hearing. Objections will only be considered if the Class Member has not opted out of the Settlement.

**If you are ONLY an Aggrieved Employee, and not a Class Member, you are not permitted to object to the Settlement.**

## **7. How Do I Appear at the Final Approval Hearing?**

If you do not opt out of the Settlement, you may appear at the Final Approval Hearing. You do not have to attend the Final Approval Hearing, but you may do so at your own expense. You may also pay your own lawyer to attend, but it is not necessary. Please see Section 1, above, for the date, time, and location of the Final Approval Hearing.

## **8. Can Defendants Retaliate Against Me for Participating in this Settlement?**

No. Your decision as to whether or not to participate in this Settlement will in no way affect your work or employment, or future work or employment, with Defendants, the Facilities, or the Facility Entities. It is unlawful for Defendants, the Facilities, or the Facility Entities to take any adverse action against you as a result of your participation in this Settlement.



**9. Who Are the Attorneys Representing Plaintiffs, Class Members, and Aggrieved Employees?**

Plaintiffs, Class Members, and Aggrieved Employees are represented by the following attorneys acting as Class Counsel:

Carolyn H. Cottrell  
**SCHNEIDER WALLACE  
COTTRELL KONECKY LLP**  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
Telephone: (800) 689-0024  
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ccottrell@schneiderwallace.com

Edwin Aiwazian  
Joanna Ghosh  
**LAWYERS for JUSTICE PC**  
410 W. Arden Avenue, Suite 203  
Glendale, CA 91203  
Telephone: (818) 265-1020  
edwin@calljustice.com  
joanna@calljustice.com

Defendants are represented by the following attorneys:

Grace Y. Horoupian  
Victor T. Xu  
Kristina N. Buan  
**FISHER & PHILLIPS, LLP**  
2050 Main St., Ste. 1000  
Irvine, CA 92614  
Tel: (949) 851-2424 Fax: (949) 851-0152  
ghoroupian@fisherphillips.com  
vxu@fisherphillips.com  
kbaun@fisherphillips.com

**10. How Will the Attorneys for the Class Be Paid?**

Class Counsel will be paid from the Gross Settlement Amount of \$10,000,000.00. You do not have to pay the attorneys who represent the Class. The Settlement provides that Class Counsel will receive attorneys' fees not to exceed 35% of the Gross Settlement Amount (i.e., \$3,500,000.00) plus their out-of-pocket costs, currently estimated at \$55,000. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing. Class Counsel, at their option, may also apply to the court in any of the Actions for further attorneys' fees and costs associated with obtaining and monitoring the Equitable/Injunctive Components of the Settlement, in the amount of up to an additional 35% of the valuation of the equitable/injunctive relief, and Defendants will not oppose their request.

**11. Where Can I Get More Information?**

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Class Counsel. You may contact the Settlement Administrator at 1-888-203-0276 if you have an address change or routine inquiry.

This Notice is only a summary. For the precise terms and conditions of the Settlement, please see the full Class Action Settlement Agreement, available at the Settlement website at [www.plumhealthcaresettlement.com](http://www.plumhealthcaresettlement.com). You may also access the full Settlement Agreement, as well as the pleadings and other records in this litigation: (a) by contacting Class Counsel at the contact information listed above; or (b) in person at the Clerk's Office, Tulare County Superior Court, located at 221 S. Mooney Blvd., Room 201, Visalia, CA 93291, between 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS CASE.**