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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 08 2022

 L. Howell

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

BRANDON STEPPE, individually and on
behalf of all similarly situated and aggrieved
employees of Defendants in the State of
California,

Plaintiff,

v.

RESPONSIBLE MEDICAL SOLUTIONS
CORP., dba Temecula 24 Hour Urgent Care and
Carlsbad Urgent Care-San Marcos; STEVEN
SCHUTZ; and DOES 1 THROUGH 50,
inclusive,

Defendants.

Case No.: RIC1900983

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

Date: July 8, 2022

Time: 8:30 a.m.

Dept: 1

Judge: Hon. Craig G. Riemer

Complaint Filed: January 25, 2019

First Amended Complaint Filed: March 8, 2019

Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement came before
this Court on June 17, 2022, ^{and July 8,} The Court, having considered the proposed Joint Stipulation of Class Action
Settlement and Release of Claims (the "Settlement Agreement"), Plaintiff's Motion for Preliminary
Approval, and all papers filed in support, **HEREBY ORDERS THE FOLLOWING:**

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all
terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement

2. It appears to the Court on a preliminary basis that the terms of the Settlement Agreement are fair, adequate, and reasonable. It appears to the Court that investigation and research have been conducted such that counsel for the Parties are at this time able to reasonably evaluate their respective positions. It further appears to the Court that settlement, at this time, will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement Agreement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations.

3. The Court preliminarily finds that the terms of the Settlement Agreement appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to all Settlement Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to liability and damages issues.

4. The Court hereby conditionally certifies the Settlement Class for settlement purposes only.

5. The Court grants conditional certification of the following Settlement Class:

"All persons employed in the State of California as hourly, non-exempt employees by Responsible Medical Solutions Corp. at any time between January 25, 2015, ^{and} to January 10, 2022."

6. The Court preliminarily approves the appointment of Plaintiff Brandon Steppe as a Class Representative.

7. The Court preliminarily approves the appointment of Plaintiff's Counsel Graham S.P. Hollis, Vilmarie Cordero, and Erik A. Dos Santos of GrahamHollis APC as Class Counsel. Class Counsel ^{are} is authorized to act on behalf of Settlement Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement Agreement, and such other acts reasonably necessary to consummate the Settlement Agreement. Any Settlement Class Member may enter an appearance through counsel of such individual's own choosing and at such individual's own expense.

8. The Court preliminarily approves the definition and disposition of the Maximum Settlement Amount of \$625,000 on a non-reversionary basis, which is inclusive of: (1) all payments to the Settlement Class Members; (2) the Class Representative Award of \$7,500 to the Class Representative; (3)

1 Class Counsel's attorney's fees in the amount of \$208,333.33 (or one-third of the Maximum Settlement
2 Amount) and actual litigation costs not to exceed \$19,000; (4) all Settlement Administration Costs not to
3 exceed \$7,000; and (5) the PAGA Payment of \$15,000.00, of which \$11,250 (or 75%) will be paid to the
4 California Labor and Workforce Development Agency and the remainder will be allocated to the PAGA
5 Group Employees, which are those Settlement Class Members who worked for Defendant from January
6 25, 2018, to January 10, 2022.

7 9. The Court approves the form and content of the Notice of Class Action Settlement, in
8 substantially the form attached as **Exhibit A** and finds that the proposed method of disseminating the
9 Class Notice to the Settlement Class meets all the due process requirements, provides the best notice
10 practicable under the circumstances, and constitutes due and sufficient notice to all Settlement Class
11 Members.

12 10. The Notice shall include the Request for Exclusion Form and Objection Form that have
13 been attached as **Exhibits 1 and 2** to Exhibit A. The Court approves the form and content of Exhibits 1
14 and 2 to Exhibit A.

15 11. Any Request for Exclusions shall be submitted to the Settlement Administrator rather than
16 the Court. Settlement Class Members shall not be required to send Request for Exclusions to Counsel, but
17 Counsel may request the forms from the Settlement Administrator. The Settlement Administrator shall
18 provide a declaration for Counsel to file concurrently with the motion for final approval, which
19 authenticates every request for exclusion received.

20 12. Any Objections shall be submitted to the Settlement Administrator rather than the Court.
21 The Settlement Administrator shall provide a declaration for Counsel to file concurrently with the motion
22 for final approval, which authenticates every objection received. Counsel shall have seven days to respond
23 to any objection.

24 13. If the Motion for Final Approval hearing is continued in any way, Counsel shall provide
25 notice of the continued hearing to any objector, or their counsel.

26 14. The Court approves the retention of Phoenix Settlement Administrators ("Phoenix") as the
27 Settlement Administrator and hereby directs Phoenix to provide the approved Class Notice to Class
28 Members and administer the Settlement in accordance with the procedures described in the Settlement

Agreement and the Implementation Schedule set forth below.

15. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective ^{positions} positions.

16. The Court orders the following implementation schedule for further proceedings:

EVENT	DEADLINE
Preliminary Approval Date	TBD July 8, 2022
Deadline for Defendant to provide the Settlement Administrator with the Settlement Class Members' Data	Within twenty-one (21) calendar days after the Court grants Preliminary Approval
Deadline for Settlement Administrator to mail the Class Notice to Settlement Class Members.	Within seven (7) calendar days after receiving the Settlement Class Members' Data from Defendants.
Deadline for Settlement Class Members to submit any objection to the Settlement Agreement or request for exclusion from the Settlement Class. ("Response Deadline")	Forty-five (45) calendar days from the initial mailing of the Notice to the Settlement Class Members, except the deadline will be extended by (14) calendar days for any Settlement Class Member who is re-mailed the Notice.
Deadline for the Settlement Administrator to provide a declaration attesting to the completion of the Notice process and number valid requests for exclusions and objections received	No later than Sixteen (16) court days before the Final Approval Hearing
Final Approval Hearing	November 4 October 28, 2022, at 8:30 A.M.

1 17. The Court hereby sets a hearing date for Plaintiff's Motion for Final Approval of Class
2 Action Settlement and Award of Attorney's Fees, Costs, and Class Representative Service Award on ____
3 *November 4*
CR ~~October 28~~, 2022 at 8:30 A.M. in Department 1 of this Court.

4 The Court reserves the right to adjourn or continue the date of the final approval hearing and all
5 dates provided for in the Settlement Agreement. If the Motion for Final Approval hearing is continued in
6 any way, Counsel shall provide notice of the continued hearing to any objector, or their counsel. However,
7 notice to Class Members who do not object shall only be required on the Settlement Administrator's
8 Website.

9
10 **IT IS SO ORDERED.**

11 Dated: *July 8, 2022*

Craig G. Riemer

Honorable Craig G. Riemer
Judge of the Superior Court

EXHIBIT A

Brandon Steppe v. Responsible Medical Solutions Corp.
Riverside County Superior Court Case No. RIC1900983



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF CLASS ACTION SETTLEMENT

 If you are or were a non-exempt, hourly employee of Responsible Medical Solutions Corp. at any time between January 25, 2015, to January 10, 2022, you may be able entitled to receive money from a Class Action Settlement. 

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

PLEASE READ THIS NOTICE.

Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion, you will not receive a settlement payment. However, if you are a PAGA Group Member, as defined below, you cannot opt out of the PAGA Payment.
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. You may also offer your oral comments at the Final Approval Hearing. In order to object, you must not have excluded yourself from the Settlement.

1. Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Brandon Steppe v. Responsible Medical Solutions Corp.*, Riverside County Superior Court Case No. RIC1900983 (the "Action" or "Lawsuit"). The Defendants in the Action are Responsible Medical Solutions Corp. and Steven Schutz (referred in this Notice as "Defendants.")

The Court has granted preliminary approval of a "Settlement Class" defined as follows:

CR All persons employed in the State of California as hourly, non-exempt employees by Responsible Medical Solutions Corp. at any time between January 25, 2015, to January 10, 2022.

The Court has also granted preliminary approval of a "PAGA Group" defined as follows:

CR All persons employed in the State of California as hourly, non-exempt employees by Responsible Medical Solutions Corp. at any time between January 25, 2018, to January 10, 2022.

"Non-exempt" means an individual who is not exempt from the minimum wage, overtime, and meal and rest period provisions and benefits, among others, as outlined in the California Labor Code and IWC Wage Orders.

CR Defendants' employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to in this Notice as a "Class Member") and possibly a member of the PAGA Group (referred to in this Notice as a "PAGA Group Member"). The Court directed that this Notice be sent to all Class Members and PAGA Group Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to all Class Members who have not opted out of the Settlement and all PAGA Group Members. *whether*

This Notice explains the Lawsuit, the Settlement, your legal rights and options, what benefits are available and how to get them.

2. What is this Lawsuit about?

CR On January 25, 2019, Plaintiff Brandon Steppe filed the operative class action complaint against the Defendants alleging several violations of California wage and hour laws. Plaintiff filed the Action on behalf of himself and on behalf of all current and former non-exempt, hourly employees. By Plaintiff's Complaint, Plaintiff alleges that the Defendants: (1) failed to pay at least the minimum wage for all hours worked; (2) failed to pay straight time overtime wages; (3) failed to provide compliant meal periods; (4) failed to provide compliant rest periods; (5) failed to provide accurate wage statements and maintain required payroll records; (6) failed to indemnify necessary business expenses; (7) failed to timely pay wages during employment and at separation; (8) violated California's Unfair Competition Law; and (9) owed civil penalties under California's Private Attorneys General Act of 2004, California Labor Code §§ 2698-2699.5 ("PAGA"). Defendants vigorously deny all the claims and contentions made in the Lawsuit and maintains they have fully complied with the law. However, Defendants have agreed to settle the Lawsuit to avoid the expense of litigation. *actions*

3. Why is there a Settlement?

CR The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendants. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

4. What are the terms of the Settlement?

CR Defendants will pay ~~Six Hundred Twenty-Five Thousand Dollars and Zero Cents (\$625,000.00)~~ to settle the Action (the "Maximum Settlement Amount"). The Maximum Settlement Amount includes: (a) all Settlement Payments to Participating Class Members; (b) the Service Award to Plaintiff ("the Class Representative"); (c) the Class Counsel's attorneys' fees and costs; (d) a payment to the California Labor and Workforce Development Agency for civil penalties brought under PAGA; (e) all PAGA Payments to the PAGA Group Members; and (f) the reasonable fees and costs of the Settlement Administrator. Defendants will pay their portion of all payroll taxes resulting from the Settlement in addition to the Maximum Settlement Amount.

CR The Court has preliminarily approved the following payments from the Maximum Settlement Amount. Class Counsel will request that the Court award Class Counsel up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be ~~Two Hundred and Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$208,333.33)~~ in attorneys' fees and up to ~~Nineteen Thousand Dollars and Zero Cents (\$19,000.00)~~ in out-of-pocket litigation costs, up to ~~Seven Thousand Dollars and Zero Cents (\$7,000.00)~~ for Settlement Administration Costs for the third-party Settlement Administrator, and up to ~~Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00)~~ for the Service Award for the Class Representative in recognition of his time and service to the Class in pursuing the Action and in fulfilling his obligations as the Class Representative. Additionally, the Settlement provides for a payment of ~~Fifteen Thousand Dollars and Zero Cents (\$15,000.00)~~ (the "LWDA Payment") to resolve claims under PAGA, of which ~~Three Thousand, Seven Hundred and Fifty Dollars and Zero Cents (\$3,750.00)~~ will be distributed to the PAGA Group Members and ~~Eleven Thousand, Two Hundred and Fifty Dollars and Zero Cents (\$11,250.00)~~ will be paid to the California Labor and Workforce Development Agency ("LWDA"). This allocation of the PAGA Payment is required by California law. The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the "Net Settlement Amount"—will be distributed to those Class Members who have not opted out of the Settlement (the "Participating Class Members"). No portion of the Maximum Settlement Amount will be returned to Defendants.

5. How much can I expect to receive?

Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount based on the number of workweeks the person worked for Responsible Medical Solutions Corp. as a non-exempt, hourly employee during the Class Period, defined as the period of time from January 25, 2015, to January 10, 2022. Any workweek in which a Class Member worked at least one day shall be counted as a workweek.

To calculate a Class Member's Individual Settlement Payment, the Net Settlement Amount will be divided by the ~~aggregate~~ total number of workweeks of all Participating Class Members, resulting in the "Workweek Value." Each Participating Class Member's Individual Settlement Payment will be calculated by multiplying each individual Participating Class Member's total number of workweeks by the Workweek Value.

Your Compensable Workweeks are: <<Workweeks>>

Your Estimated Individual Settlement Payment is: \$<<Est.SettlementAmt>>

All settlement payments are subject to taxation. Each Individual Settlement Payment will be allocated as follows: (a) 20% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes; and (b) 80% as penalties and interest that will not be subject to deductions and withholdings. Each

CR Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form ~~1099~~ 1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. Defendants will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement payment.

CR Please note that each Participating Class Member will be responsible for his/her ~~share of~~ taxes attributable to the receipt of an Individual Settlement Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Each PAGA Group Member will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the person worked for Responsible Medical Solutions Corp. as a non-exempt, hourly employee during the PAGA Period, defined as the period of time from January 25, 2018, to January 10, 2022. Any pay period in which a PAGA Group Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Group Member's Individual PAGA Payment, the PAGA Payment will be divided by the ~~aggregate~~ total number of pay periods of all PAGA Group Members, resulting in the "Pay Period Value." Each PAGA Group Member's Individual Settlement Payment will be calculated by multiplying each individual PAGA Group Member's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Estimated Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

CR All settlement payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Group Member will receive an IRS Form ~~1099~~ 1099 for his or her Individual PAGA Payment, unless said payment is less than or equal to \$600.00.

Please note that each PAGA Group Member will be responsible for his/her taxes attributable to the receipt of an Individual PAGA Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. PAGA Group Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of workweeks and/or pay periods you worked as an hourly, non-exempt employee during the Class Period and/or PAGA Period is based on Defendants' records. To dispute this number of workweeks and/or pay periods credited to you, you must send written notice to the Settlement Administrator. To be valid, your written dispute of weeks worked must: (1) include your full name, address, telephone number, and last four digits of the Social Security number; and (2) be accompanied by satisfactory evidence of the actual weeks worked as an hourly, non-exempt employee for Defendants during the Class Period and/or PAGA Period, including any supporting documentation (e.g., copies of your pay stubs). To be timely, your written dispute of workweeks and/or pay periods worked must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator at the address provided below, and be postmarked on or before , 2022.

The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member. The Settlement Administrator will make the final decision as to how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member and report the outcome to the Class Member and/or PAGA Group Member.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Individual Settlement Payment and/or Individual PAGA Payment. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Group Members will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Sections 1500 - 1582, in the names of those Participating Class Members and/or PAGA Group Members who did not cash their checks until such time they claim their property.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (800) 523-5773, or at the address provided below.

8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, all Participating Class Members shall release the Released Parties from the Released Claims for the Class Period, which is defined as the period of time between January 25, 2015, ^{and} to January 10, 2022.

CR
CR
The Released Claims are defined as ~~from~~ all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action, including all of the following claims for relief from January 25, 2015, to January 10, 2022: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages.; (4) Failure to Pay Overtime Wages; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements and Written Notice of Sick Leave; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment, and (8) Violation of Business & Professions Code section 17200. The Class Released Claims for the Participating Class Members excludes all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period. The Class Released Claims only covers the time period of January 25, 2015, to

January 10, 2022.

Other than for Plaintiff, claims of Participating Class Members, if any, for vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period are not encompassed within the definition of "Released Claims."

CR Released Parties includes Defendant Steven Schutz, Defendant Responsible Medical Solutions Corp., and Responsible Medical Solutions Corp.'s past, ~~present, and/or future~~ officers, directors, employees and agents.

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Released Claims against the Released Parties.

CR If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, Plaintiff and the LWDA shall release the Released Parties from the PAGA Released Claims for the PAGA Period, which is defined as the period of time between January 25, 2018, ~~to~~ ^{and} January 10, 2022.

CR The PAGA Released Claims are defined as all for claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004, ^{and} arising from January 25, 2018, to January 10, 2022 that were alleged in Plaintiff's LWDA Exhaustion Letter ~~or to the extent alleged~~ in Plaintiff's First Amended Complaint, including, ^{both} but not limited to the following claims for relief: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements and Written Notice of Sick Leave, and (7) Failure to Timely Pay All Wages Due Upon Separation of Employment (collectively, the "PAGA Released Claims"). The PAGA Released Claims only covers the time period of January 25, 2018, to January 10, 2022.

PAGA Group Members cannot opt out of or object to the foregoing PAGA Released Claims.

9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Settlement Payment automatically if the Settlement is finally approved by the Court. If applicable, you will receive your Individual PAGA Payment automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Settlement.** If you do not want to be part of the Settlement, you can request to be excluded from the Settlement by mailing a written Request for Exclusion to the Settlement Administrator. If you exclude yourself, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion must include: (1) include your full name, address, and last four digits of the Social Security number; (2) a clear statement that you wish to opt out of, or be excluded from, the Settlement in *Steppe v. Responsible Medical Solutions Corp.*, Riverside County Superior Court Case No. RIC1900983; (3) a clear statement that you understand that by opting out, you will not receive any monies from the settlement; and (4) your signature. You may use the Request for Exclusion Form, which is attached hereto as Exhibit A, to exclude yourself. To be timely, a Request for Exclusion must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator at the address provided below and be postmarked on or before [redacted], 2022.

If applicable, you may not exclude yourself from the PAGA Group.

c. **Object to the Settlement.** If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

CR To object, you may submit a written objection stating why you object to the Settlement, or you may simply appear at the Final Approval Hearing set for _____, 2022 at _____ a.m. in the Riverside County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections must include: (i) your full name, current address, and last four digits of the Social Security number; (ii) the approximate dates of your employment at Defendants; (iii) the case name and number (*Steppe v. Responsible Medical Solutions Corp.*, Riverside County Superior Court Case No. RIC1900983); (iv) a written statement of all grounds for the objection accompanied by any legal support for such objection; ~~and~~ ^{and} (iv) copies of any papers, briefs, or other documents on which the objection is based, if any; ^{and} (v) your signature. You may use the Objection Form, which is attached hereto as Exhibit B, to object. To be timely, a written objection must be mailed by first-class U.S. Mail to the Settlement Administrator at the address provided below and be postmarked on or before _____, 2022.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you may not submit a Request for Exclusion.

10. Who are the attorneys representing the Plaintiff and the Settlement Class?

The Court has appointed the following lawyers as "Class Counsel" to represent all Class Members:

GRAHAMHOLLIS APC
Graham S.P. Hollis
Vilmarie Cordero
Erik A. Dos Santos
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619.692.0800

You will not be charged for these lawyers.

11. How will the attorneys for the Settlement Class be paid?

CR
CR All payments for Class Counsel's attorneys' fees and costs will be made from the Maximum Settlement Amount. Class Counsel intends to request an award of attorneys' fees up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be ~~Two Hundred and Eight Thousand, Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$208,333.33)~~); plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to ~~Nineteen Thousand Dollars and Zero Cents (\$19,000.00)~~. Class Counsel has been prosecuting this Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

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

The Court has preliminarily approved the settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Court will hold the Final Approval Hearing on _____, 2022, at _____ a.m., in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, CA 92501, before the Honorable Craig G. Riemer. At the Final Approval Hearing, the Court will rule on Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service Award, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed. Counsel will provide notice to you or your counsel if you objected, and any notice of any continued Final Approval Hearing will be posted on the Settlement Administrator's website at [Settlement Administrator WEBSITE URL].

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendants approve the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Responsible Medical Solutions Corp. or its treatment of you as a former employee.

14. What is the Settlement Administrator's address?

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed to the Settlement Administrator at the following address:

Steppe v. Responsible Medical Solutions Corp.,
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 523-5773

15. How Can I Get Additional Information?

If you have questions, you can call the Settlement Administrator at (800) 523-5773 and/or Class Counsel at (619) 906-4026. For the precise terms and conditions of the settlement, you may review the detailed "Joint Stipulation of Class Settlement and Release of Claims" which is available for viewing online, free of charge, at the Settlement Administrator's website: [WEBSITE URL]. The pleadings and other court records in the lawsuit are available online, free of charge, at [Settlement Administrator WEBSITE URL]. The records may also can be examined, free of charge, in person at any time during regular business hours at the at the Clerk's Office of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92101, or online at <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>; or you may contact the Settlement Administrator at Tel: (XXX) XXX-XXX. To view the "Joint Stipulation of Class Settlement and Release of Claims" from the Court's website, it must be purchased and is available for purchase as part of the declaration of Graham Hollis, Exhibit 1, filed on [filing date]. Additionally, if you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is above, and they will provide you with a copy via e-mail free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS'S MANAGERS, SUPERVISORS,
OR ATTORNEYS ABOUT THIS SETTLEMENT

They will not be able to assist you.

EXHIBIT 1

Brandon Steppe v. Responsible Medical Solutions Corp.
Riverside County Superior Court Case No. RIC1900983



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Last 4 digits of SSN

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to be excluded from the Class and do not wish to receive a settlement payment. If you exclude yourself from the Class by signing and returning this form, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have.

If you wish to remain in the Class and receive a settlement payment, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.

To be valid, your Exclusion Request Form must (a) include your full name, address, and last four digits of your Social Security number, (b) be signed by you, and (c) be returned to the Settlement Administrator at the address provided below and be postmarked on or before _____, 2022.

I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE *STEPPE V. RESPONSIBLE MEDICAL SOLUTIONS CORP.* ACTION AND WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE A SETTLEMENT PAYMENT OR OTHER SETTLEMENT BENEFITS AND WILL NOT BE BOUND BY THE SETTLEMENT, INCLUDING THE RELEASE OF CLAIMS.

Dated: _____

Signature: _____

What is the Settlement Administrator's address?

Steppe v. Responsible Medical Solutions Corp.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 523-5773

EXHIBIT 2

Brandon Steppe v. Responsible Medical Solutions Corp.
Riverside County Superior Court Case No. RIC1900983



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Last 4 digits of SSN

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to object to the settlement. If your objection is rejected by the Court, you will receive your Individual Settlement Payment, you will be subject to the terms of the Settlement, and you will release whatever rights you may currently have.

To be valid, your Objection Form must (a) include your full name, address, and last four digits of your Social Security number, (b) include the nature and basis for your objection, (c) be signed by you, and (d) be returned to the Settlement Administrator at the address provided below and be postmarked on or before _____, 2022.

I object to the settlement in *Steppe v. Responsible Medical Solutions Corp.* because _____

Dated: _____

Signature: _____

What is the Settlement Administrator's address?

Steppe v. Responsible Medical Solutions Corp.

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

(800) 523-5773

Page 1 of 1

Objection Form

Questions? Please call the Settlement Administrator at 1-800-523-5773