

A COURT AUTHORIZED LEGAL NOTICE

Ahuja v. IMS - Insurance Medical Services, Inc., et al.
Alameda Superior Court, Case No.: RG21106403

If you were engaged by IMS - Insurance Medical Services, Inc. in California, as an independent contractor from July 22, 2017 until November 22, 2022, this class action settlement will affect your rights

- Richa Ahuja (“Plaintiff”), on behalf of herself and all other similarly situated individuals, has sued IMS - Insurance Medical Services, Inc. (“IMS”) to recover unpaid wages because she claims IMS misclassified her and other individuals as independent contractors instead of employees during the period from July 22, 2017 to November 22, 2022 (“Lawsuit”).
- These claims have been settled and the Court has preliminarily approved the settlement.
- The Settlement provides for \$75,000 to resolve this Lawsuit and all claims for the period from July 22, 2017 to November 22, 2022 (Class Period).
- If you qualify as a Class Member, you could receive money from the settlement.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.
- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still must decide whether to finally approve the settlement. Payments will be made if the Court gives the settlement final approval and after any appeals are resolved.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive your share of the settlement and you will give up any rights to sue for the Released Claims (defined below).
DISPUTE THE AMOUNT OF COMPENSATION STATED IN THIS NOTICE	If you believe the amount of compensation earned by you during the Class Period, as listed in this Notice, is not accurate, you may submit your own records to dispute your compensation earned. Once your compensation dispute is resolved, you will receive a settlement share and will give up any rights to sue for the Released Claims.
EXCLUDE YOURSELF	Waive all rights, including money, from the settlement, except you will still be subject to the release in relation to PAGA claims. You would retain all rights you may have against IMS, as explained below.
OBJECT	Tell or write to the Court about why you don’t agree with the settlement. The Court may or may not agree with your objection. If the court overrules your objection, you will still receive your share of the settlement and be bound by its terms.
HOW MUCH CAN I GET?	Look at Section 8 of this Notice.

1. Why Did I Get This Notice?

You are not being sued. Plaintiff sued IMS in a class and representative action on behalf of similarly situated individuals like you.

IMS's records show that you were engaged by IMS in California at some point from July 22, 2017 to November 22, 2022, and you were classified as an independent contractor.

You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options, before the Court decides whether to provide final approval of this settlement. If the Court provides final approval of the settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the settlement allows.

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 Ahuja sought to represent in this class action, individuals who are or have been engaged by IMS as mobile examiners, field technicians, and/or similar positions related to performing mobile exams and who were classified as "independent contractors" in California at any time from July 22, 2017 to November 22, 2022 ("Class"). Plaintiff also sought to represent these same individuals as "aggrieved employees" under the Private Attorney's General Act ("PAGA"). The Court has preliminarily approved Plaintiff Ahuja to represent the Class.

The lawsuit alleges that IMS violated California's labor laws by failing to (1) minimum wage for all hours worked; (2) reimburse work-related expenses (2) provide accurate itemized wage statements; (4) pay all wages earned upon separation. The lawsuit also seeks penalties pursuant to Labor Code § 2699 (PAGA).

IMS denies any liability whatsoever and denies that wages, compensation, damages, or penalties are owed, or that it acted contrary to California or federal law.

3. Do I Need to Hire an Attorney?

You do not need to hire your own attorney. You are already represented by Class Counsel (see Section 16 for contact information). However, you may hire your own attorney at your own expense if you choose to do so.

4. What Is IMS' Position?

IMS denies and continues to deny each of the claims and contentions. IMS has concluded that any further defense of this litigation would be protracted and expensive for all Parties. IMS has already spent substantial amounts of time, energy and resources defending this case and, unless this settlement is agreed to, will have to continue to devote time, energy and resources to the defense of the claims asserted by the Plaintiff and the Class. IMS has also considered the risks of further litigation in reaching its decision. IMS has therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to

put to rest the claims as set forth in the Action.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or IMS. After a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement. The class claims were settled because Class Counsel and Plaintiff believe that the amount of the settlement is fair and reasonable in light of the strength and weaknesses of the claims and other factors.

6. How Do I Know If I Am Part of the Settlement?

You are a member of the Class if you were engaged by IMS as a mobile examiner, field technician, and/or similar positions related to performing mobile exams in California and were classified as independent contractor at any time from July 22, 2017 to November 22, 2022.

7. What Does the Settlement Provide?

Class Members who do not timely submit a signed and valid request for exclusion will receive a payment from the Net Settlement Amount. The Net Settlement Amount is the portion of the Class Settlement available for distribution to Class Members who do not timely submit a signed and valid request for exclusion after deduction of the Court-approved Class Representative Incentive Payment, Class Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and the State of California's portion of the PAGA Payment.

The Settlement provides for \$75,000 to resolve this Lawsuit. Class Counsel will ask the Court to award attorneys' fees in the amount of up to \$25,000, which represents thirty-three and one third of the Class Settlement Amount, and litigation costs in the amount of up to \$3,000 from the Class Settlement Amount. In addition, Class Counsel will ask the Court to authorize a Representative Incentive Payment from the Class Settlement Amount in the amount of \$7,500 to Plaintiff Richa Ahuja to compensate for the risks, time and expense of Plaintiff's involvement in this Action. This payment is in addition to whatever payment named Plaintiff is otherwise entitled to as a Class Member. The Settlement Administrator will also be reimbursed for the expense of notifying the Class Members of the settlement, processing claims and requests for exclusions submitted by Class Members and distributing Individual Settlement Payments. Settlement Administration Costs are estimated at \$4,000. Finally, Class Counsel will ask the Court to approve a PAGA Payment in the amount of \$6,000 for claims under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, of which \$4,500 will be awarded to the State of California Labor and Workforce Development Agency, and \$1,500 will be awarded to PAGA Members.

8. What Can I Get From the Settlement?

IMS's records indicate that you performed approximately _____ **jobs for IMS between from July 22, 2017 to November 22, 2022.**

Based on these records, your estimated payment would be \$_____. **The actual amount of any payment may vary.**

Class Members who do not opt-out will be paid out of the Net Settlement Amount. If you do not timely submit a valid request for exclusion by the Response Deadline, you will receive your share of the Net

Settlement Amount after the Court approves the settlement.

9. How Was My Share Calculated?

Your share of the Net Settlement Amount will be proportionally based on the number of jobs you performed during the Class Period. Specifically, the Settlement Administrator will use the information provided by IMS to calculate the total number of jobs performed by you (“Individual Compensation earned”) and the total number of all jobs performed by all Class Members (“Class Compensation earned”) during the Class Period. To determine each Class Member’s Individual Settlement Payment, the Settlement Administrator used the following formula: Individual Settlement Payment = (Individual Jobs Performed ÷ Class Jobs Performed) × Net Settlement Amount.

10. How Can I Get Payment?

You do not need to take any action to qualify for payment. However, if you dispute the number of compensation earned to which you have been credited, as provided in this Notice, or the amount of your Individual Settlement Payment, you must contact the Settlement Administrator to register your dispute. You must mail or fax the Settlement Administrator with the details of your dispute and documentary evidence (for example, your invoices). The deadline for this is March 6, 2023. If you do nothing, you will receive your Individual Settlement Payment and be bound by the terms of the settlement (including the Released Claims described in Section 12 below).

California law protects Class Members from retaliation based on their decision to participate in a class action settlement.

11. When Would I Get My Payment?

If the Court approves the settlement, your settlement share will be mailed to you. The check is estimated to be mailed approximately 85 days from the date of final judgment unless there are objections, appeals, or other challenges to the final judgment. It is always uncertain when these issues can be resolved and resolving them can take time.

12. What Rights Do I Give Up If I Participate or Do Nothing?

Unless you exclude yourself, you will remain a Class Member, and you will be bound by the terms of the settlement, including releasing the Released Claims described below. That means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court’s orders will apply to you and legally bind you.

Released Claims

As of the date of the Order Granting Final Approval, Class Members will release any and all claims contained in the Action and/or the PAGA Letter, for work performed during the Class Period, including, but not limited to, claims for: (1) failure to pay minimum wage for all hours worked (Cal. Lab. Code §§ 1194, 226.2, 1197.1, 2699 and the applicable Wage Order); (2) failure to reimburse work-related expenses (Cal. Lab. Code §2802, and 2699 and the applicable Wage Order); (3) failure to provide accurate itemized wage statements (Cal. Lab. Code §§ 226, 226.3, and 2699 and the applicable Wage Order, Sections 7); (4) claim for unlawful deductions (Cal. Lab. Code §§ 221-224, 225.5, and 2699 and the applicable Wage Order, Sections 8); (5) failure to pay earned wages upon discharge - waiting time penalties (Cal. Lab. Code §§201-

203, and 2699); ((6) PAGA Claim release is below); (7) Willful Misclassification as Independent Contractors (Cal. Lab. Code § 226.8 (a-c); (8) unfair competition related to any or all of the foregoing; (9) potential claims reasonably arising out of or reasonably relating to the same set of operative facts and/or factual allegations pled therein; (10) any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Actions; (11) restitution related to any or all of the foregoing which are based on the facts alleged in the Actions; and (12) any penalties, including statutory or civil penalties, related to any or all of the foregoing.

As of the date of the Order Granting Final Approval, Class Members will release any and all PAGA claims for work performed from March 30, 2020 through the date of November 22, 2022. Released PAGA Claims shall mean all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et. seq. (and any related interest, attorneys' fees, and/or costs), that were asserted or that could have been asserted any and/or all of the complaints in in the Action and/or the PAGA Letter, arising out of or related to services to or work performed for IMS from March 30, 2020 through the date of November 22, 2022. The PAGA Employees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Settlement. The PAGA Employees are bound by the PAGA Settlement regardless of whether they cash or deposit their Individual PAGA Payment check, and even if they object or opt out of the Class Settlement. The Parties, including the Class Members, further stipulate and agree that even if any Class Member is considered or determined to be an "aggrieved employee" for purposes of the PAGA, said Class Member waives any potential right to recover any penalty allowed by the PAGA related to the released claims from March 30, 2020 through the date of November 22, 2022.

13. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the settlement, you may exclude yourself ("opt out") by submitting a written opt-out request to the Settlement Administrator.

In order to opt-out, you must mail a written signed statement that (1) contain the case name and number of this Lawsuit; (2) state your full name, address, telephone number, and last four digits of the Social Security Number or Employee Identification Number; (3) clearly state that you do not wish to be included in the Class Settlement; (4) be signed by you; and (5) be returned by mail to the Settlement Administrator at the specified address, postmarked no later than March 6, 2023 ("Response Deadline").

You must sign the request for exclusion personally and may not have someone sign for you (including an attorney), nor may you submit a request for exclusion on behalf anyone else, or jointly with anyone else. Your request for exclusion must be signed and returned via fax or mail, and postmarked no later than the Response Deadline to:

**Phoenix Settlement Administrators
P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773**

If you submit a timely and valid request for exclusion, then upon its receipt (1) you shall no longer be a member of the Class, (2) you will not receive any portion of the settlement, except for the portion of the settlement relating to PAGA, (3) you may not object, and (4) you shall receive no benefits from the settlement, except for the portion of the settlement relating to PAGA. If you wish, you may pursue, at your own expense, any claims you may have against IMS. If you do not submit a complete and timely written request for exclusion, you will be included in the Class, and be bound by the terms of the settlement (including the Released Claims described in Section 12 herein).

Do not submit both an objection and request for exclusion. If you submit both, the request for exclusion will be valid, you will be excluded from the Class, and your objection will not be considered by the Court.

Regardless of whether you request to be excluded from the Settlement, you shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all PAGA claims against IMS and the released parties.

14. When Is the Final Approval and Fairness Hearing?

On April 11, 2023 at 3:00 p.m., or such other, later date as the Court may authorize, the Court will hold a Final Approval Hearing in Department 23 of Alameda Superior Court at 1225 Fallon Street, Oakland, CA 94612, to determine whether the settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve named Plaintiff's Class Representative Incentive Payment, Class Counsel's request for Attorneys' Fees and Costs, the Settlement Administration Costs, and the PAGA Payment.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection or notice of intention to appear with the Court. Notice of the Settlement documents and the final judgment will be posted on the Settlement Administrator's website at <https://www.phoenixclassaction.com/ahuja-v-insurance-medical-services/>

15. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

You may object to the terms of the settlement before the Final Approval Hearing. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You may do so by objecting to the terms of the settlement either by mail in writing or orally in person at the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the settlement.

To object in writing, you must mail a written objection to the Settlement Administrator (at the address in Section 13 herein). Any written objection must contain (1) the case name and number of the Lawsuit; (2) you full name, address, telephone number, and last four digits of the Social Security Number or Employee Identification Number; (3) a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) attach copies of any papers, briefs, or other documents upon which the objection is based; (5) be signed by you. To be valid and effective, any objections to approval of the settlement must be postmarked no later than the Response Deadline of March 6, 2023.

DO NOT TELEPHONE THE COURT.

You may also object to the Settlement orally by appearing in person at the Fairness Hearing. If you intend to appear and be heard at the Fairness Hearing, you shall be required to state your full name, specific reason(s) for the objection; and if applicable, present any and all evidence in connection with their objections.

You do not have to attend the hearing, but you may do so at your own expense. If you send 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 it is not necessary.

If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement (including the Released Claims described in section 12 herein).

16. How Do I Get Additional Information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Stipulation And Settlement Of Class And Representative Action (“Settlement Agreement”) between Plaintiff and IMS, which is posted on the Settlement Administrator’s website at <https://www.phoenixclassaction.com/ahuja-v-insurance-medical-services/>.

You may also refer to the pleadings, the Stipulation and Settlement, and other papers filed in the Action, which may be inspected at the Office of the Clerk for the Superior Court of California, County of Alameda, located at 1225 Fallon Street, Oakland, CA 94612, during the Court’s business hours. The pleadings, orders, papers, and files related to this case can be accessed online at <https://eportal.alameda.courts.ca.gov/?q=node/388> using the case number: RG21106403.

Class Counsel

Alexei Kuchinsky (State Bar No. 279405)
Kuchinsky Law Office, P.C.
220 Montgomery St., Ste. 2100
San Francisco, CA 94104
Tel.: (628) 200-0902
Email: ak@kuchinskylawoffice.com

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE
OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR
THE CLAIM PROCESS.**

**If you have any questions, you can call the Settlement Administrator at (800)
523-5773 or Class Counsel at (415) 930-9072.**

**BY ORDER OF SUPERIOR COURT OF CALIFORNIA, CITY AND
COUNTY OF ALAMEDA**