



22779321

**FILED**  
ALAMEDA COUNTY

AUG 14 2019

CLERK OF THE SUPERIOR COURT

By Julia C. [Signature] Deputy

IN SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

HENRY POLICARPIO and DISNEY  
CUELLAR, on behalf of themselves and  
all others similarly situated,

Plaintiffs,

vs.

QUALITY MEDICAL IMAGING OF  
CALIFORNIA, INC., *et al.*

Defendants.

CASE NO.: RG16835690

Amended  
**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT, CERTIFICATION OF  
SETTLEMENT CLASS, AND APPROVAL OF  
CLASS REPRESENTATIVE, CLASS COUNSEL,  
AND CLASS NOTICE**

1 The Parties came for hearing on Plaintiff's Motion for Preliminary Approval of Class Action  
2 Settlement, Certification of Settlement Class, and Approval of Class Representative, Class Counsel, and  
3 Class Notice on August 6th at 3:00PM in the Superior Court of the State of California in and for the  
4 County of Alameda, Department 23, the Honorable Brad Seligman presiding. The Court, having  
5 considered the papers submitted in support of Plaintiff's motion and arguments submitted therewith,  
6 HEREBY ORDERS THE FOLLOWING:

7 1. To the extent the terms in this Order are defined in the "Memorandum of Understanding"  
8 (the "MOU") submitted to the Court as Exhibit A to the June 14, 2019 Declaration of Attorney Bryan  
9 Schwartz ("Schwartz Declaration") and attached hereto as Exhibit A, such terms shall have the same  
10 meanings in this Order as in the MOU.

11 2. For settlement purposes only, the Court grants class certification to the proposed Class,  
12 defined as, "87 individuals employed by Defendants as Mobile Radiologic Technologists and  
13 Ultrasound Technicians in the State of California from October 18, 2012 (four years prior to the  
14 Complaint filing) through the date of preliminary approval."

15 3. For settlement purposes only, the Court appoints named Plaintiffs Henry Policarpio and  
16 Disney Cuellar as Class Representatives and appoints Bryan Schwartz of Bryan Schwartz Law, and  
17 Dustin Collier and V. Joshua Socks of the Collier Law Firm, as Class Counsel. I find counsel are  
18 experienced in representing plaintiffs in such matters. I find the named Plaintiffs have no known  
19 conflicts with the Class and worked as a Mobile Radiologic Technologist and an Ultrasound Technician,  
20 respectively, during the relevant period.

21 4. The Court grants preliminary approval of the Settlement based upon the terms set forth in  
22 the Settlement Agreement and the Preliminary Approval Motion, the Schwartz Declaration in support of  
23 the agreement, and all of the briefing and information submitted in this case to date. The proposed  
24 settlement falls within the "the realistic range of outcomes of the litigation," such that sending notice to  
25 the class of the settlement's terms and holding a final fairness hearing are worthwhile. *Munoz v. BCI*  
26 *Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 408-09 (2010).

27 5. The Settlement is supported by the recommendation of counsel and was negotiated at  
28 arm's length, and is thus presumptively valid, subject to any objections that may be raised at the final

1 fairness hearing, and to final approval by this Court.

2         6.       A final fairness hearing on whether the proposed Settlement, the attorneys' fees to Class  
3 Counsel, the Class Representative's enhancement payment, and the *cy pres* recipient should be approved  
4 as fair, reasonable, and adequate as to the members of the Settlement Class will be held on December  
5 10, 2019 at 3:00 p.m. in the Courtroom of the Honorable Brad Seligman, Department 23, in the Superior  
6 Court of the State of California in and for the County of Alameda.

7         7.       The Court approves, as to form and content, the Notice of Class Action Settlement  
8 attached as Exhibits B to the Declaration of Bryan Schwartz. The Court approves the procedure for  
9 Class Members to participate in, object to, and opt-out of the Settlement as set forth in the Notice.

10        8.       The Court directs the mailing and emailing of the Notices in accordance with the  
11 Settlement Agreement and implementation schedule set forth below. The Court finds that the dates  
12 selected for the mailing and distribution of the Notice meet the requirements of due process, provide the  
13 best notice practicable under the circumstances, and shall constitute due and sufficient notice to all  
14 persons entitled to notice of the proposed settlement.

15        9.       The Court appoints JND Legal Administration ("JND Legal") as the Settlement  
16 Administrator, based on the Schwartz Declaration testifying that JND Legal has experience in similar  
17 matters and offered the most competitive bid from among several claims administrators.

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

- 19           a.      Deadline for Defendant to provide Class List to the settlement administrator:  
20                   August 29, 2019 (15 calendar days after preliminary approval order signed);  
21           b.      Deadline to mail and email Notice to Class: September 16, 2019 (first court day  
22                   after 30 calendar days after preliminary approval order signed);  
23           c.      Deadline for submission of any disputes related to number of compensable  
24                   workweeks or disputes related to whether class member signed General Release  
25                   agreement and the amount of separation pay received related to such an  
26                   agreement mailed disputes must be postmarked by this date): November 15, 2019  
27                   (60 calendar days after the Notices are expected to be mailed)  
28           d.      Deadline for submission of Opt-Out Requests (mailed opt-out forms must be

1 postmarked by this date): November 15, 2019 (60 calendar days after the Notices  
2 are expected to be mailed);

- 3 e. Deadline for submission of written objections to Claims Administrator (via mail  
4 or email; mailed disputes must be postmarked this date and emailed disputes must  
5 be timestamped by this date): November 15, 2019 (60 calendar days after the  
6 Notices are expected to be mailed);
- 7 f. Deadline to file a response to any written objections: November 29, 2019 (last  
8 court day before 10 calendar days prior to Final Approval Hearing);
- 9 g. Deadline to file Motion for Final Approval: November 14, 2019 (16 court days  
10 prior to Final Approval Hearing);
- 11 h. Final Approval Hearing: December 10, 2019 at 3:00 p.m. (within 120 days of  
12 preliminary approval on a date to be determined by the Court);

13  
14  
15 IT IS SO ORDERED

16 Date: August 14, 2019

17   
18 \_\_\_\_\_  
19 Hon. Brad Seligman  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

HENRY POLICARPIO and DISNEY  
CUELLAR on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

QUALITY MEDICAL IMAGING OF  
CALIFORNIA, INC., *et al.*

Defendants.

CASE NO. RG16835690

**COURT AUTHORIZED NOTICE OF  
CLASS ACTION SETTLEMENT**

Original Complaint Filed: October 19, 2016  
Trial Date: None Set

**NOTICE OF CLASS ACTION SETTLEMENT**

**The Alameda County Superior Court authorized this notice.  
This is not a solicitation from a lawyer.**

TO: 87 individuals employed by Quality Medical Imaging of California, Inc. as Mobile Radiologic Technologists and Ultrasound Technicians in the State of California from October 19, 2012 (four years prior to the Complaint filing) through August 14, 2019 inclusive

Please read this Notice carefully. This Notice is designed to inform you about your rights, options, and deadlines, with respect to the Class Action Settlement in the case *Policarpio v. Quality Medical Imaging of California, Inc.*

**According to company records, you actively worked for the company in California between October 19, 2012 and August 14, 2019, for [XX] weeks.**

**Your estimated recovery in the Settlement is \$[amount]** based upon the number of workweeks that you are believed to have provided services to Quality Medical Imaging of California in the State of California. If you take no action, you will be mailed a check with your recovery, provided that the Settlement receives final Court approval.

You are not being sued. The purpose of this Notice is to inform you that you have been identified as a Class Member affected by a pending Class Action Settlement related to a wage and hour lawsuit brought against QMI, Inc. Your legal rights will be affected whether you act or do not act.

exh A.



## WHAT THIS NOTICE CONTAINS

<b>BASIC INFORMATION</b>	PAGE 3
1. What is a class action?	PAGE 3
2. What is this class action about?	PAGE 3
3. Why am I receiving this notice?	PAGE 3
4. Why is there a settlement?	PAGE 3
<b>THE SETTLEMENT BENEFITS – WHAT YOU GET AND YOUR RIGHTS</b>	PAGE 4
5. What are the terms of the settlement?	PAGE 4
6. What are my rights in this settlement?	PAGE 4
<b>HOW YOU GET A PAYMENT</b>	PAGE 4
7. How can I get a payment?	PAGE 4
8. How will my settlement payment be calculated?	PAGE 5
9. When would I get my payment?	PAGE 5
10. What claims am I releasing if I remain in the Class?	PAGE 6
<b>EXCLUDING YOURSELF FROM THE SETTLEMENT</b>	PAGE 7
11. How do I exclude myself from the settlement?	PAGE 7
12. If I don't exclude myself, can I sue QMI for the same thing later?	PAGE 7
13. If I exclude myself, can I get money from this settlement?	PAGE 7
<b>THE LAWYERS REPRESENTING YOU</b>	PAGE 7
14. Do I have a lawyer in this case?	PAGE 7
15. How will the lawyers be paid?	PAGE 7
<b>OBJECTING TO THE SETTLEMENT</b>	PAGE 8
16. How do I tell the Court that I don't like the settlement?	PAGE 8
17. What is the difference between objecting and excluding?	PAGE 8
<b>THE COURT'S FAIRNESS HEARING</b>	PAGE 8
18. When and where will the Court decide whether to approve the settlement?	PAGE 8
19. Do I have to come to the hearing?	PAGE 9
20. May I speak at the hearing?	PAGE 9
<b>IF YOU DO NOTHING</b>	PAGE 9
21. What happens if I do nothing at all?	PAGE 9
<b>GETTING MORE INFORMATION</b>	
22. How do I get more information?	PAGE 9

## BASIC INFORMATION

### 1. What is a class action?

A class action is a lawsuit in which the court decides the claims and rights of similarly-situated people (“Class Members”) in a single court proceeding. One or more representative Plaintiffs (“Class Representatives”) file a lawsuit on behalf of all the Class Members.

### 2. What is this class action about?

In 2016, Plaintiff Henry Policarpio filed an individual lawsuit against Quality Medical Imaging of California. (“QMI”). In 2017, Plaintiffs Henry Policarpio and Disney Cuellar (“Plaintiffs”) filed a class action lawsuit against Quality Medical Imaging of California. (“QMI”). This class action alleges that QMI failed to pay overtime wages to Mobile Radiologic Technologists and Ultrasound Technicians who provided services in the State of California who traveled as part of their employment and who allege they were continuously on-call. The class action further alleges that QMI: (1) failed to provide and authorize meal and rest periods; (2) failed to provide accurate wage statements; (3) failed to pay all wages upon separation of employment; (4) engaged in unfair business practices; (5) engaged in fraud and deceit; (6) engaged in negligent misrepresentation, (7) failed to maintain records required by law; (8) failed to produce personnel files in violation of Labor Code Section 1198.5, and (9) engaged in conversion and theft of labor. The lawsuit also seeks penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.*, for alleged Labor Code violations.

QMI denies all of Plaintiffs’ allegations. Specifically, QMI denies that Plaintiff or the Class Members were precluded from engaging in personal activities while on-call, or worked unpaid overtime, and therefore denies it owes any Class Members additional compensation in any form. Nonetheless, without admitting any liability and in the interest of resolving this dispute, QMI has agreed to the Settlement described herein.

The Court has not ruled on the merits of Plaintiff’s claims or QMI’s defenses.

### 3. Why am I receiving this notice?

A proposed Settlement Agreement (the “Settlement”) has been reached between the parties in this class action brought on behalf of 87 persons working in positions designated as Mobile Radiologic Technologists and Ultrasound Technicians that QMI did not properly compensate them between October 19, 2012 and August 14, 2019.

You have received this Notice because QMI’s records indicated that you worked in one of these positions in the State of California and Plaintiffs claim you are owed wages from this period.

### 4. Why is there a settlement?

After extensive litigation, followed by good-faith negotiations with the help of a neutral mediator, the

parties agreed to settle this class action. The Settlement represents a compromise regarding disputed claims. The Settlement took into consideration the risks and uncertainties of continued litigation. Based on each side's attorneys' experience litigating similar cases, the parties believe that further proceedings in this case, including a trial and probable appeals, would be expensive and drawn out. The parties cannot predict with certainty how the various legal questions at issue, including the amount of damages, if any, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Plaintiff and Class Counsel have concluded that the Settlement is fair, reasonable, and adequate and is in the best interests of the Class Members.

## **THE SETTLEMENT BENEFITS—WHAT YOU GET AND YOUR RIGHTS**

### **5. What are the terms of the settlement?**

Under the Settlement, QMI will pay a Gross Settlement Amount of \$2,000,000 (two million dollars) to settle this class action as to 87 identified Class Members. Each Class Member's individual share of the settlement is based upon their number of workweeks worked in California relative to the total number of workweeks worked by the 87 identified Class Members. Plaintiffs will ask the Court to authorize the following payments from the Gross Settlement Amount: (1) a service payment to the named Plaintiffs in the amount of \$15,000 each, to compensate them for services performed on behalf of the Class and for agreeing to a much broader release of claims than any other Class Member; (2) Class Counsel's attorneys' fees and costs to compensate them for their services in an amount no greater than \$666,666.67 in fees and up to \$50,000 in costs; (3) the Claims Administrator's fees for administration of the Settlement are estimated to be \$5,500; and (4) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of \$300,000 because of settlement of the PAGA claims. After the deduction of these amounts, if approved by the Court, the remainder ("Net Settlement Amount") will be distributed to the Class Members who do not exclude themselves from the Settlement.

### **6. What are my rights in this settlement?**

Plaintiffs, as Class Representatives, and Class Counsel represent your interests as a Class Member. Unless you choose not to participate in the Settlement by timely submitting a valid request for exclusion, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the Claims against QMI and the Released Parties as described in section 10 below. You are not responsible as a Class Member for the payment of attorneys' fees or reimbursement of litigation costs unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs.

## **HOW YOU GET A PAYMENT**

### **7. How can I get a payment?**

If your mailing address is correct, you do not need to do anything to receive a payment from the Settlement. If the Court approves the Settlement, you will be mailed a Settlement payment unless you effectively exclude yourself from this case by following the process described in section 11 below. It is your responsibility to ensure that the Claims Administrator has your current mailing address so that your checks will be mailed to the appropriate address. To update your mailing address, you may contact the Claims Administrator at the mailing address or phone number listed in section 22 below.



## 8. How will my settlement payment be calculated?

### a. Calculation

From data provided by QMI, the Claims Administrator, JND Legal Administration, will calculate each Class Member's Individual Settlement Payment by calculating the number of workweeks each Class Member worked in California from October 19, 2012, through August 14, 2019. You will receive a proportional share of the Net Settlement Amount based on the number of workweeks you worked during that period of time as compared to the total number of workweeks worked in California during that period of time by the 87 identified Class Members. Your share may be adjusted upward depending upon whether any of the 87 identified class members exclude themselves from the Settlement, and upon the amount the Court approves for attorneys' fees and legal costs, the named Plaintiff's service payment, the LWDA payment, and the Claims Administrator's fees.

### b. Taxes

Please Note: Individual Settlement Payments will be reported to the IRS and state tax authorities. You will receive appropriate tax forms pertaining to your Individual Settlement Payment. Your check will be issued by the Claims Administrator. Defendant is required as part of the Settlement to pay the employer portion of the payroll taxes on funds considered wages. No representations are being made regarding the tax implications of the Individual Settlement Payments. If you have questions regarding those implications, you can and should consult a tax expert.

### c. Workweek Disputes

If you believe the number of workweeks QMI's records show you worked between October 19, 2012 and August 14, 2019 is inaccurate, and would like to dispute QMI's records, you must complete and mail a signed disagreement that communicates your dispute to the Claims Administrator. You must attach any records you have that you believe support your position, for example, your record of payments, job offer letter, job termination letter, or other documents showing the dates you worked for QMI. To be valid, you must mail the dispute request postmarked no later than November 15, 2019, to the Claims Administrator's address listed in section 22 below.

QMI's records will be presumed to be accurate. If you dispute QMI's information and the dispute cannot be resolved informally, the dispute will be settled by the Claims Administrator, whose decision will be final and non-appealable.

## 9. When would I get my payment?

The Court has scheduled a Final Approval Hearing on December 10, 2019 at 3:00 p.m. at the Administration Building, County of Alameda, Department 23 located at 1221 Oak Street, Oakland, CA 94612. At the time of the Final Fairness Hearing the Court will determine: (1) whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class Members; (2) whether the application for attorneys' fees and costs should be approved; and (3) whether the application for the Plaintiff's service payments, payment to the LWDA, and payment to the Class Administrator should be

approved. **You do not need to attend this hearing.** The Court may change the Final Approval Hearing date without notice to the Class Members, so you should check the Court's calendar to confirm the date and time, if you plan to attend. If the Court approves the Settlement, an Order Granting Final Approval will be entered. Once the Order Granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then shortly after Final Approval, your payment will be issued.

Settlement checks must be cashed within 90 calendar days of the date they are issued. Settlement checks that are not cashed within that time are void. Class Members who do not timely cash their settlement checks will not receive any compensation from the Settlement but will still be bound by all the terms of the Settlement, including the release of claims, and the Court's Judgment.

The parties have proposed Legal Aid at Work ([www.legalaidatwork.org](http://www.legalaidatwork.org)) as a *cy pres* recipient, to receive any unclaimed amounts, if any. Legal Aid at Work is an organization that provides direct legal assistance to low-wage workers across California. The Court may approve a different *cy pres* recipient.

#### 10. What claims am I releasing if I remain in the Class?

Each Class Member (other than those who file an effective request for exclusion) releases and discharges the Released Parties from Released Claims for the period between October 19, 2012 and August 14, 2019 as follows:

"Released Parties" means QMI, Inc. and its present and former affiliates, parent companies, and subsidiaries, and their respective shareholders, officers, partners, directors, employees, agents, trustees, representatives, attorneys, accountants, insurers, predecessors, successors and assigns and each and all of their respective shareholders, officers, partners, directors, employees, agents, trustees, representatives, attorneys, accountants, insurers, past, present, and future, and all persons acting under, by, through or in concert with any of them.

"Released Claims" means all claims contained in the Second Amended Complaint and any additional wage-and-hour claims that could have been brought based on the facts alleged in the Second Amended Complaint, through the date of Preliminary Approval.

Released Claims excludes all other claims, including claims for unemployment insurance, disability, workers' compensation, discrimination, wrongful termination, and claims outside of the Class Period.

Your payment from the Settlement constitutes payment in full of any and all amounts that are due to you from QMI for the Released Claims. By participating in the Settlement, you therefore acknowledge and agree that California Labor Code section 206.5 is not applicable to the parties with respect to the facts alleged in the First Amended Complaint. Section 206.5 provides in pertinent part as follows: "An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you choose to be excluded from the Settlement, you will not receive any money from the Settlement, you will not be bound by the Settlement including its Release of Claims, and you may be free to pursue your own claim against QMI at your own expense.

**11. How do I exclude myself from the settlement?**

To exclude yourself from the Settlement, you must timely complete and mail or email a signed exclusion request to the Claims Administrator that communicates: (1) your full name, (2) mailing address, (3) personal telephone number, (4) the case name and case number (i.e., *Policarpio v. Quality Medical Imaging of California, Inc.*, Case No. RG16835690), and (5) your desire to be excluded from the Settlement in this case. To be valid, you must mail or email the exclusion request postmarked or timestamped no later than November 15, 2019 to the Claims Administrator's address and/or email address listed in section 22 below.

You cannot exclude yourself by phone. You can only request exclusion of yourself – you may not exclude a group of individuals. If you submit a valid exclusion request, you will not get a Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue QMI or continue any lawsuit you have pending against QMI.

**12. If I don't exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue QMI for claims that this Settlement resolves. If you have a pending lawsuit against QMI, speak to your lawyer in that lawsuit immediately because your participation in this case may affect your rights in your separate lawsuit.

**13. If I exclude myself, can I get money from this Settlement?**

No. If you exclude yourself from this Settlement, you will receive no money and you will not be bound by the Settlement terms.

**THE LAWYERS REPRESENTING YOU**

**14. Do I have a lawyer in this case?**

The Court has approved the law firms of BRYAN SCHWARTZ LAW and COLLIER LAW FIRM as Class Counsel. Class Counsel's contact information is listed in section 22, below. You may retain your own representation at your own expense.

**15. How will the lawyers be paid?**

There is no direct charge to you. Class counsel will ask the Court for attorneys' fees of \$666,666.67, plus actual litigation costs not to exceed \$50,000 and QMI has agreed not to oppose that request. If approved by the Court, these amounts will be deducted from the Gross Settlement Amount.

**OBJECTING TO THE SETTLEMENT**

#### 16. How do I tell the Court that I don't like the settlement?

If you are dissatisfied with any of the terms of the Settlement, you may, but are not required to, object to the Settlement.

To object to the Settlement in writing, you must timely complete and mail or email to the Claims Administrator a signed objection that communicates: (1) your full name, mailing address, and email address, and, at your discretion, your personal telephone number, (2) the case name and case number (i.e., *Policarpio v. Quality Medical Imaging of California, Inc.*, Case No. RG16835690), (3) a statement of all reasons you object to the Settlement, (4) a statement regarding whether you intend to appear in person at the Final Approval Hearing, and (5) your signature or your separate counsel's signature. To be valid and effective, written objections must be mailed or emailed to the Claims Administrator and postmarked or timestamped no later than November 29, 2019 to the Claims Administrator's mailing address and/or email address listed in section 22 below. You must also serve or deliver by certified mail any objections to Class Counsel and QMI's Counsel, and file the objection with the Court. In addition, your objection should state whether you intend to appear at the Final Approval Hearing as discussed in section 18, below.

You may appear at the Final Approval Hearing to make your written objection, or to place an oral objection. It is not necessary, however, for you to appear at this hearing to make an objection. You may be represented by your own attorney in making your objection. If you comment through an attorney, you will be solely responsible for the fees and costs of your own attorney.

If the Court approves the Settlement despite any objections, and you have not properly submitted an exclusion request, you will receive your Individual Settlement Payment, even if you submitted an objection. You cannot both exclude yourself from the case and also object to the settlement.

#### 17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you don't exclude yourself from the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself by submitting an effective exclusion request, you have no rights to object because the case no longer affects you. Note, if an objection is granted, the result is that the parties continue litigating the case—the Court cannot direct the parties to modify particular terms in the Settlement Agreement.

### THE COURT'S FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing in Department 23 at 3:00 p.m. on December 10, 2019, at the Administration Building, County of Alameda, Department 23 located at 1221 Oak Street, Oakland, CA 94612. The hearing may be postponed without further notice to you. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, and the Plaintiff's service payment to compensate them for their services in this case and for releasing a much broader release of claims than any other Class Member. If there are objections, the Court will consider them at that time. The Judge



will listen to anyone who has submitted a valid written objection. After the hearing, the Court will decide whether to approve the Settlement.

19. Do I have to come to the hearing?

No. If you agree to the Settlement, or sent an objection, you don't have to come to Court to talk about it. If you are an objector, as long as you mailed your written objection on time as described above, the Court will consider it.

20. May I speak at the hearing?

You may appear at the Final Fairness Hearing and ask the Court for permission to speak at the hearing, or you may retain another attorney to appear at the hearing on your behalf. You cannot speak at the hearing if you excluded yourself from the Settlement.

**IF YOU DO NOTHING**

21. What happens if I do nothing at all?

If you do nothing, you will be mailed a Settlement payment and you will be bound by the terms of the Settlement, including the Release of Claims described in section 10 above.

**GETTING MORE INFORMATION**

22. How do I get more information?

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as 'DomainWeb,' at <https://publicrecords.alameda.courts.ca.gov/PRS/>

After arriving at the website, click the 'Search By Case Number ' link, then enter "RG16835690" as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

///

///



If you have questions about the Settlement, you may contact Class Counsel, BRYAN SCHWARTZ LAW, or COLLIER LAW FIRM, or the Claims Administrator at:

**Class Counsel**

BRYAN SCHWARTZ LAW  
Bryan Schwartz  
180 Grand Ave., Suite 1380  
Oakland, California 94612  
(510) 444-9300  
[bryan@bryanschwarzlaw.com](mailto:bryan@bryanschwarzlaw.com)

**Claims Administrator**

*Policarpio v. QMI, Inc.*  
JND Legal Administration  
1100 2nd Ave, Suite 300  
Seattle, WA 98101  
[Baro.Lee@jndla.com](mailto:Baro.Lee@jndla.com)  
(206) 709-6423

**Class Counsel**

COLLIER LAW FIRM  
Dustin Collier  
V. Joshua Socks  
1 Sansome Street, Ste. 3500  
San Francisco, California 94104  
(510) 250-9606  
[dcollier@collierlawsf.com](mailto:dcollier@collierlawsf.com)  
[jsocks@collierlawsf.com](mailto:jsocks@collierlawsf.com)

**QMI Inc.'s Counsel**

MURPHY, PEARSON, BRADLEY &  
FEENEY, P.C.  
Erik P. Weiss  
Kristin L. Iversen  
88 Kearny Street, 10th Floor  
San Francisco, CA 94108-5530  
(415) 788-1900

**PLEASE DO NOT CALL THE COURT FOR INFORMATION REGARDING THIS  
SETTLEMENT**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

Case Number: RG16835690

Case Name: Policarpio v. Quality Medical Imaging of California, Inc.

---

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the **Amended Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, Certification of Settlement Class, and Approval of Class Representative, Class Counsel, and Class Notice** was emailed to the individuals shown on at the bottom of this document.

Executed: 08/14/2019

*Jhalisa Castaneda*  
Courtroom Clerk, Dept. 23

<p>Bryan Schwartz Logan Talbot Bryan Schwartz Law 180 Grand Ave. Suite 1380 Oakland, CA 94612 <a href="mailto:bryan@bryanschwarzlaw.com">bryan@bryanschwarzlaw.com</a> <a href="mailto:talbot@bryanschwarzlaw.com">talbot@bryanschwarzlaw.com</a></p> <p>Dustin L. Collier V. Joshua Socks Collier Law Firm, LLP 1 Sansome Street, Suite 3500 San Francisco, CA 94104 <a href="mailto:dcollier@collierlawsf.com">dcollier@collierlawsf.com</a> <a href="mailto:jsocks@colliersf.com">jsocks@colliersf.com</a></p> <p><i>Attorneys for Plaintiffs and the Putative Class</i></p>	<p>Eric P. Weiss Kristin L. Iversen John P. Girarde Murphy, Pearson, Bradley &amp; Feeney, P.C. 88 Kearny Street, 10<sup>th</sup> Floor San Francisco, CA 94108 <a href="mailto:eweiss@mpbf.com">eweiss@mpbf.com</a> <a href="mailto:kiversen@mpbf.com">kiversen@mpbf.com</a> <a href="mailto:jgirarde@mpbf.com">jgirarde@mpbf.com</a></p> <p><i>Attorneys for Defendant Quality Medical Imaging of California</i></p>
---	--