

**MANUEL I. FIGUEROA, M.D., for and on behalf of himself and other persons
similarly situated, v. MOLINA HEALTHCARE OF CALIFORNIA, INC.
Superior Court for the State of California
County of Los Angeles Case No. BC645344**

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

A California Superior Court in the County of Los Angeles authorized this Notice.

This is not a solicitation from a lawyer. You are not being sued.

However, your legal rights are affected by the information contained in this Notice.

Please be advised that your rights may be affected, and you may be eligible to receive financial payment as the result of a proposed class action settlement (“Settlement”). You have been identified as a member of the class. The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

- A Settlement has been reached in a class action lawsuit against Molina Healthcare of California (identified as Molina Healthcare of California, Inc. in the Lawsuit) (“Molina”), captioned as *Manuel I. Figueroa, M.D., for and on behalf of himself and other persons similarly situated v. Molina Healthcare of California, Inc.*, Superior Court of California County of Los Angeles, Case No. BC645344 (the “Lawsuit”), that affects your rights. The Lawsuit alleges that Molina failed to make enhanced payments to qualified medical providers under Section 1202 of the Patient Protection and Affordable Care Act for certain Medicaid primary care evaluation and management services and vaccinations provided between January 1, 2013 and December 31, 2014.
- The Court has not yet decided whether to grant final approval of the Settlement; however, the Court has preliminarily approved the Settlement as fair, adequate, and reasonable. No payments will be made unless and until the Court approves the Settlement and any appeals are resolved.
- You need to decide whether to stay in the case and receive the benefits of the Settlement, dispute the Individual Settlement Payment identified in the Claims Information Sheet included with this Notice, object to the Settlement, or opt out of the monetary benefits of the Settlement to retain the right to pursue your claims on your own. ***If you wish to remain a class member for purposes of this Settlement and receive the Individual Settlement Payment identified in the Claims Information Sheet, you do not have to do anything in response to this Notice.***

PLEASE READ THIS NOTICE CAREFULLY. It describes your rights and how to receive money from the Settlement or exclude yourself from the Settlement.

YOUR RIGHTS AND OPTIONS

DO NOTHING AND RECEIVE YOUR INDIVIDUAL SETTLEMENT PAYMENT	<p>You do not have to do anything to participate in the Settlement. If you do nothing, and if the Settlement is finally approved by the Court, you will receive a payment in the amount of the Individual Settlement Payment identified in the Claims Information Sheet. See Section 18 below.</p>
ACCEPT THE TERMS OF THE SETTLEMENT BUT DISPUTE THE AMOUNT OF YOUR INDIVIDUAL SETTLEMENT PAYMENT	<p>You can accept the terms of the Settlement but dispute the amount of the Individual Settlement Payment to be paid to you. If you dispute the amount of your Individual Settlement Payment, you will need to submit your dispute and supporting documentation to the Settlement Administrator for determination. See Sections 19 and 20 below.</p>
REQUEST TO BE EXCLUDED FROM THE SETTLEMENT (“OPT OUT”)	<p>You can choose to exclude yourself from the Settlement. If you do not want to receive a payment under the Settlement, and you want to keep any rights you may have to individually sue Molina over the claims resolved by this Settlement, then you must send a letter to the Settlement Administrator stating that you wish to be excluded from the Settlement. See Section 21 below.</p>
OBJECT TO THE TERMS OF THE SETTLEMENT	<p>You can object to the Settlement in its entirety by sending a letter to the Settlement Administrator explaining why you believe it should be rejected by the Court. If your objection is overruled by the Court, you will receive the Individual Settlement Payment identified in the Claims Information Sheet included with this Notice and you will not be able to sue Molina for the claims being released as part of the settlement of this Lawsuit. If the Court agrees with your objection, then the Settlement may not be approved. See Section 22 below.</p>

These rights and options—*and the deadlines to exercise them*—along with the significant terms of the Settlement are explained in this Notice.

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BASIC INFORMATION

1. Why did I receive this Notice?

Molina's records show that you are a qualified medical provider who performed certain Medicaid primary care evaluation and management services and vaccinations between January 1, 2013 and December 31, 2014 for which you are entitled to enhanced payments from Molina under Section 1202 of the Patient Protection and Affordable Care Act. A Settlement has been reached in a class action lawsuit against Molina that affects your legal rights.

Judge Kenneth R. Freeman of the Superior Court of California for the County of Los Angeles, who is overseeing this Lawsuit, ordered that you, along with other providers who have been identified as being entitled to additional enhanced payments from Molina (the "Settlement Class"), be sent this Notice because each member of the Settlement Class has a right to know about the proposed Settlement and the options available to him or her before the Court decides whether to finally approve the Settlement.

2. What is a class action?

In a class action lawsuit, one or more people, called class representatives, assert claims on behalf of themselves and other people. All of these people together are called a class or class members. In a class action, one court resolves the issues for all class members, except those who specifically ask to be excluded from the class, thus providing the class members with both consistency and efficiency. When class representatives reach a proposed settlement with defendants in a class action, the proposed settlement must be approved by the court, after court-approved notice is provided to the potential class members and the court holds a hearing, which class members can attend, to determine, among other things, that the settlement is fair, reasonable, adequate and in the best interests of the class.

3. What is this Lawsuit about?

Manuel I. Figueroa, M.D., the class representative in this case, on behalf of himself and others similarly situated ("Plaintiff"), filed this Lawsuit, captioned as *Figueroa v. Molina Healthcare of California, Inc.*, Superior Court of Los Angeles County Case No. BC645344, on December 30, 2016. The Lawsuit alleges that Molina failed to comply with certain provisions of the Patient Protection and Affordable Care Act ("ACA") that required health plans, including Molina, to make enhanced payments to qualified medical providers to compensate them at 100% of the Medicare allowable payment rate for certain Medicaid primary care evaluation and management services and vaccinations ("E&M Services") provided between January 1, 2013 and December 31, 2014 ("Enhanced Payments").

On January 16, 2018, Plaintiff filed an Amended Class Action Complaint, which included causes of action for violation of California's Unfair Competition Law and for breach of fiduciary duty. The Court subsequently dismissed the claim for breach of fiduciary duty and part of the claim under the Unfair Competition Law. Molina has denied and continues to deny the allegations in the Lawsuit.

There was no trial to determine the truth of the allegations in the Lawsuit. Instead, after other court proceedings and significant mediation and settlement efforts, which included, among other things, an extensive exchange and evaluation of information and data necessary for a class-wide settlement and a mediation with the assistance of an independent mediator, the Honorable Carl J. West (retired), the parties agreed to a Settlement of the claims in the Lawsuit. The Settlement is not an admission by Molina of any fault, wrongdoing or liability; rather Molina has agreed to the Settlement to avoid the expense, risk, delay, and uncertainty of further litigation.

4. Has the Court decided who is right?

No. The Court has only decided that you should receive a copy of this Notice so that you can review the proposed Settlement and determine whether you want to participate, object, or exclude yourself from the Settlement.

5. Am I a member of the Settlement Class?

If you have received this Notice, then Molina's records indicate that you are a member of the Settlement Class and are, therefore, affected by this proposed Settlement.

6. Why is this Lawsuit being settled?

After investigating the claims in the Lawsuit, exchanging relevant information and documents, and engaging in settlement negotiations with the assistance of a neutral third-party mediator, the parties agreed to settle claims that were or could have been asserted against Molina in the Lawsuit with regard to the Enhanced Payments at issue in exchange for the monetary payments to be made to members of the Settlement Class as part of this Settlement. By settling, the parties avoid the expense, risk, delay, and uncertainty of further litigation, and members of the Settlement Class receive the settlement payments described herein. The Settlement represents a compromise of disputed claims and is not an admission that Molina violated the law. Plaintiff and his attorneys believe the Settlement is in the best interests of the Settlement Class.

7. What are the general payment terms of the proposed Settlement?

Molina has agreed to pay an estimated \$3,488,489.53 in payments to members of the Settlement Class to settle the claims in the Lawsuit. Members of the Settlement Class who do not request to be excluded from the Settlement will receive a share of the Settlement in the amount of the Individual Settlement Payment identified in the Claims Information Sheet included with this Notice and will release any claims they may have against Molina that were or could have been raised in the Lawsuit with respect to the Enhanced Payments at issue.

For more information about your Individual Settlement Payment, see Section 11 below. For more information about the claims you will release if you do not exclude yourself from the Settlement, see Section 17 below. For more information about the options you have with respect to the Settlement, see Sections 18 through 24 below. For information on how to obtain additional information about the Settlement or the Lawsuit, see Section 26 below.

8. Who represents the Settlement Class Members in the Lawsuit?

The Court has preliminarily appointed Douglas P. Dehler and Gregory W. Lyons of O'Neil, Cannon, Hollman, DeJong & Laing S.C. and Gretchen M. Nelson and Gabriel S. Barenfeld of Nelson & Fraenkel LLP as Class Counsel for settlement purposes to represent you and other members of the Settlement Class. You may contact Class Counsel at:

**O'Neil, Cannon, Hollman,
DeJong & Laing S.C.
111 East Wisconsin Avenue, Suite 1400
Milwaukee, Wisconsin 53202
Phone: (414) 276-5000
Fax: (414) 276-6581**

- And -

**Nelson & Fraenkel LLP
601 South Figueroa Street, Suite 2050
Los Angeles, California 90017
Phone: (844) 622-6469
Fax: (213) 622-6019
info@nflawfirm.com**

You do not have to pay Class Counsel. Subject to Court approval, Class Counsel will be paid for their fees and costs by Molina as part of this Settlement (see Section 16 below).

You do not need to hire your own lawyer because Class Counsel are working on your behalf, unless you exclude yourself from participation in the Settlement by opting out by the deadline, as described in Section 21 below. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, you are responsible for paying that lawyer.

9. Who is the Settlement Administrator?

The Settlement Administrator is a third party appointed by the Court to send this Notice, facilitate the payments to members of the Settlement Class, and otherwise administer the Settlement according to the terms agreed to by the parties and approved by the Court. You may contact the Settlement Administrator to provide updated contact information, dispute the amount of your Individual Settlement Payment, object to the Settlement, or request exclusion from the Settlement. You may contact the Settlement Administrator at:

**Figuroa v. Molina Healthcare
c/o JND Legal Administration
P.O. Box 91413
Seattle, WA 98111**

Email: info@ACAMedicalProviderSettlement.com

It is important that you keep the Settlement Administrator advised of any changes in your address or other updates to your contact information.

MONETARY TERMS OF THE SETTLEMENT

10. What has Molina agreed to do?

Molina has agreed that it will make Enhanced Payments under Section 1202 of the ACA for amounts that it has determined are owed to members of the Settlement Class. Molina estimates that the total amount of such payments is \$3,488,489.53. If you do nothing, and if the Settlement is finally approved by the Court, you will receive a payment in the amount of the Individual Settlement Payment identified in the Claims Information Sheet included with this Notice.

Molina also has agreed to pay additional Enhanced Payments for eligible E&M Services that were provided by members of the Settlement Class during 2013 and 2014 to the extent claims or encounter data for those E&M Services were previously submitted to Molina and not denied, provided that such Enhanced Payments are determined to be due and owing by the Settlement Administrator (see Sections 19 and 20 below).

In addition to any payments made to members of the Settlement Class, Molina has agreed to pay the cost of the Settlement Administrator, the amount of any incentive award approved by the Court, and the amount of any attorneys' fees and costs awarded to Class Counsel (see Sections 14, 15, and 16 below).

11. How much will I be paid?

Please refer to the Claims Information Sheet included with this Notice for the amount you are owed under the terms of this Settlement (your "Individual Settlement Payment") for outstanding Enhanced Payments due to you under Section 1202 of the ACA for eligible E&M Services you provided in 2013 and 2014 that were not previously paid to you by Molina. The Claims Information Sheet also provides you with information to access a website, **www.ACAMedicalProviderSettlement.com**, where you can review a

summary of the Enhanced Payments being made as part of your Individual Settlement Payment. As part of this Settlement, Molina has agreed to make payment to you in the full amount of this Individual Settlement Payment. If the amount of your Individual Settlement Payment is \$0.00, this is because Molina contends that you were compensated, pursuant to separate contractual arrangements, at rates equal to or in excess of the amount of the Enhanced Payments otherwise owed to you.

If you believe that the amount shown as being owed to you is incorrect or you otherwise wish to dispute the amount of your Individual Settlement Payment, you must submit a dispute in writing to the Settlement Administrator along with your supporting evidence within 100 days of the date of this Notice (see Sections 19 and 20 below). It is important that you provide the required supporting evidence to the Settlement Administrator if you dispute the amount of your Individual Settlement Payment.

12. When will I receive my payment?

The Court will hold a Final Approval Hearing on **November 9, 2023** (see Section 25 below) to consider whether the Settlement should be approved. If the Court approves the Settlement, then within 30 days after entry of the Final Approval Order, Molina will need to transfer to the Settlement Administrator the funds necessary to make the payments called for by the Settlement. The Settlement Administrator will then make payment to members of the Settlement Class within 21 days of when the time to appeal has expired or following the resolution of all appeals of the Final Approval Order.

13. How long do I have to cash my check?

Any checks not cashed after **two hundred and seventy (270) days** from the date of the class-wide distribution shall be void. After the deadline to cash checks has passed, the funds from all uncashed payments will be directed to the Controller of the State of California to be held in Settlement Class Members' names pursuant to the California Unclaimed Property Law. In the event you fail to timely cash your check, you may lose the right to the money; nevertheless, the Settlement shall remain binding on you, and the release of claims described in Section 17 below shall remain in effect.

14. How will the Settlement Administrator be paid?

Molina has agreed to pay all reasonable fees, costs, and expenses related to the administration of the Settlement or otherwise incurred by the Settlement Administrator in an amount not to exceed \$200,000. The payment of such fees, costs, and expenses will be paid by Molina *in addition to* any payments it makes to members of the Settlement Class. Thus, any payments made to the Settlement Administrator will not reduce the amount of the total Settlement payments to be made by Molina to members of the Settlement Class.

15. What is an incentive award and how will it be paid?

In class action lawsuits, the court may provide class representatives an incentive award in recognition of the time and effort they expended and the risks they took in litigating the case on behalf of the class. In this Lawsuit, Molina has agreed not to object to a request for an incentive award for Manuel I. Figueroa, M.D. in an amount not to exceed \$2,500. The total amount of any incentive award to Dr. Figueroa approved by the Court will be paid by Molina *in addition to* any payments it makes to members of the Settlement Class. Thus, any incentive payment made to Dr. Figueroa will not reduce the amount of the total Settlement payments to be made by Molina to members of the Settlement Class.

16. How will Class Counsel be paid?

To date, Class Counsel have not received any payment for their services in prosecuting this Lawsuit and have not been reimbursed for any of their out-of-pocket expenses. If the Court approves the proposed Settlement, Class Counsel will apply to the Court for an award of attorneys' fees and out-of-pocket expenses. Molina has agreed not to object to an application for fees and expenses in an amount up to 25% of the total payments made by Molina to the Settlement Class Members, not to exceed 25% of \$3,488,489.53 (which is \$872,122.38). Any fees and expenses awarded to Class Counsel by the Court will be paid by Molina *in addition to* any payments it makes to members of the Settlement Class. Thus, any attorneys' fees and expenses paid to Class Counsel will not reduce the amount of the total Settlement payments to be made by Molina to members of the Settlement Class.

RELEASE OF CLAIMS

17. What claims are being released as part of the Settlement?

Upon final approval of the Settlement by the Court and the funding of the Settlement by Molina, members of the Settlement Class who do not request to be excluded from the Settlement by timely opting out as described in Section 21 below will fully release all claims that were alleged in, or that arise out of the facts asserted in, the Amended Class Action Complaint filed on January 16, 2018. This release includes claims based on allegations that Molina failed to pay Enhanced Payments to qualified providers as required by Section 1202 of the ACA. When claims are "released," it means that a person covered by the release cannot sue Molina or the other released parties for these claims.

The full terms of the release are set forth in Paragraph 16 of the Settlement Agreement and Release and are copied immediately below for your reference. Further, instructions on how to obtain a copy of the Settlement Agreement and Release and further information about the Lawsuit are provided in Section 26 below.

16. RELEASE. Except as to the rights and obligations provided for under the terms of this Agreement, upon the date on which Molina transfers the Total Settlement Funds to the Settlement Administrator per Paragraph 21(a), Plaintiff, on behalf of himself and each of the Settlement Class Members (collectively, the "Releasing Parties"), hereby releases and forever discharges Molina, and all of its past, present and future predecessors, successors, parent entities, subsidiaries, divisions, employees, affiliates, officers, directors, shareholders, representatives, attorneys, insurers, agents and assigns (collectively, the "Released Parties") from any and all causes of action, claims, allegations, damages, costs, fees or liabilities that were alleged in, or arise out of facts asserted in, the Amended Class Action Complaint filed on January 16, 2018 (the "Released Claims").

(a) Subject to Court approval, all Settlement Class Members shall be bound by this Agreement and the release set forth in this Paragraph 16, irrespective of whether they received actual notice of the Lawsuit or this Settlement. This Agreement does not affect any claims or potential claims of any providers who are not Settlement Class Members.

(b) Without in any way limiting the scope of the release contained in this Paragraph 16, the release covers any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or the Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of the Settlement and the Released Claims as well as any and all claims related to the Incentive Award Payment and the Class Counsel Fee Payment.

YOUR RIGHTS AND OPTIONS

18. How do I participate in the Settlement?

You do not need to do anything to participate in the Settlement. If you received this Notice, Molina's records indicate you are a member of the Settlement Class and, so long as you do not request to be excluded from the Settlement, you will automatically receive the Individual Settlement Payment identified in the Claims Information Sheet and will release claims as set forth in Section 17 above without any further action on your part, if the Settlement is finally approved by the Court.

19. How do I dispute the amount of my Individual Settlement Payment?

If you wish to accept the terms of the Settlement but dispute the amount of the Individual Settlement Payment to be paid to you as identified in the Claims Information Sheet included with this Notice, you may do so by submitting a written dispute to the Settlement Administrator. This dispute of the Individual Settlement Payment must be sent by first-class mail, postage pre-paid, and postmarked no later than 100 days from the date of this Notice.

The dispute of the Individual Settlement Payment must specifically state the total amount of Enhanced Payments you claim you are still owed from Molina for eligible E&M Services provided in 2013 and 2014, and you must provide the Settlement Administrator with supporting documentation specifically identifying the claims/encounters for which you claim you are still owed Enhanced Payments from Molina as well as any response previously received from Molina related to those claims/encounters. This supporting documentation must, at a minimum, include the following information:

- (i) Your NPI number
- (ii) The date(s) of service for the claims/encounters at issue;
- (iii) The CIN number for the patient(s);
- (iv) The CPT code for the service(s) provided;
- (v) An attestation from you that the claims/encounters were submitted for payment to Molina; and
- (vi) A short statement of how the claims/encounters were treated by Molina.

If the Settlement Administrator determines that the supporting documentation you submitted is deficient in any way, it will send you a deficiency notice and will allow you one opportunity to supplement your dispute documentation. Any supplemental documentation must be sent to the Settlement Administrator by first-class mail, postage pre-paid, and postmarked no later than 20 days after the date of the deficiency notice.

20. How are disputed Individual Settlement Payments treated?

If the Settlement Administrator does not receive sufficient documentation to support the amount you claim you are still owed from Molina in Enhanced Payments, then you will receive the Individual Settlement Payment amount identified in the Claims Information Sheet included with this Notice.

If the Settlement Administrator timely receives sufficient documentation to support the amount you claim you are still owed from Molina in Enhanced Payments, then, within 15 days, Molina will be notified of the disputed amount and be provided with a copy of your supporting documentation. Molina will then have 45 days to either contest some or all of the disputed amount with its own documentation or agree to pay the disputed amount you claim you are owed.

If Molina timely submits its own documentation contesting the disputed amount, then the Settlement Administrator will analyze the submitted documentation and, within 30 days of receiving Molina's documentation, will make a final determination of the amount to be paid to you by Molina.

21. How do I request to be excluded from the Settlement?

If you do not want to receive a payment under the Settlement or if you want to keep any right you may have to sue Molina for the claims alleged in the Lawsuit, then you must exclude yourself or "opt out" of the Settlement.

If you wish to be excluded from the Settlement, you must opt out by sending a letter to the Settlement Administrator (at the address set forth in Section 9) stating that you wish to be excluded from or opt out of the Settlement. This opt-out request must be sent by first-class mail, postage prepaid, and postmarked no later than 60 days from the date of this Notice. The opt-out request must clearly state your name and address and be personally signed by you. It must also clearly express your intent to be excluded from the Settlement in this Lawsuit.

If you opt out of the Settlement, you will preserve and not give up any of your rights to sue Molina for the claims alleged in the Lawsuit. However, you will not be entitled to receive the Individual Settlement Payment identified in the Claims Information Sheet included with this Notice or any other payment from the Settlement.

If you do not timely mail a valid opt-out request to the Settlement Administrator, you will be bound by all terms and conditions of the Settlement, including its release of claims.

22. How do I object to the Settlement?

If you do not opt out of the Settlement, you may object to the Settlement by sending a letter to the Settlement Administrator (at the address set forth in Section 9) noting your objection to the Settlement. The objection letter must be sent by first-class mail, postage pre-paid, and postmarked no later than 60 days from the date of this Notice. The objection letter must include the following information and be personally signed by you:

- (i) your name, address, telephone number, and the contact information for any attorney retained by you in connection with your objection or otherwise in connection with this Lawsuit;
- (ii) a statement of the factual and legal basis for your objection and any exhibits you wish the Court to consider in connection with your objection; and
- (iii) a statement as to whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number.

For more information about the Final Approval Hearing, see Section 25 below. The Court will hear from any Settlement Class Members who attend the Final Approval Hearing and ask to speak regarding their objections to the Settlement, regardless of whether they submitted written objections.

If the Court sustains your objection, or the objection of any other member of the Settlement Class, then there is no settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be bound by all terms and conditions of the Settlement, including its release of claims.

23. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the class, and asking the Court to reject it. You cannot object to the Settlement unless you are a member of the Settlement Class, which means that you can object only if you do not opt out of the Settlement. If you object to the Settlement and do not opt out, then you are entitled to a payment if the Settlement is finally approved by the Court but you will release claims you might have against Molina.

Excluding yourself from or opting out of the Settlement is telling the Court that you do not want to be part of the Settlement and that you do not want to receive a payment or release claims you might have against Molina for the claims alleged in the Lawsuit.

Anyone who submits both an objection and a request to opt out shall be deemed to have opted out of the Settlement.

24. What if I do nothing at all?

If you do nothing at all, and if the Settlement is approved, then you will receive the Individual Settlement Payment identified in the Claims Information Sheet included with this Notice. You will be considered one of the members of the Settlement Class, and you will give up claims you might have against Molina for the claims alleged in the Lawsuit.

THE FINAL APPROVAL HEARING

25. When will the Court consider whether to grant final approval of the Settlement?

The Court will hold a Final Approval Hearing in Department 14 of the California Superior Court for the County of Los Angeles located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 on **November 9, 2023** at 10:00 a.m. to decide whether to grant final approval of the Settlement. This hearing may be postponed by the Court without additional notice to members of the Settlement Class. Settlement Class Members may appear by audio or video at the Final Approval Hearing and may register to appear remotely at <https://my.lacourt.org/laccwelcome>.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate for the Settlement Class. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and expenses and how much Manuel I. Figueroa, M.D. should receive as an incentive award.

Members of the Settlement Class do not need to appear at the hearing or take any other action to indicate their approval of the Settlement. Class Counsel will answer any questions the Court may have. However, you may attend if you desire to do so at your own expense. If you submitted a written objection to the Settlement, you do not have to come to Court to discuss it; as long as you timely submitted the objection with the requisite information, the Court will consider it. However, you also may attend if you desire to do so at your own expense. The Court will hear from any Settlement Class Members who attend the Final Approval Hearing and ask to speak regarding their objections to the Settlement, regardless of whether they submitted written objections.

Notice of the Final Approval Order will be posted on the online portal established by the Settlement Administrator: **www.ACAMedicalProviderSettlement.com**.

FURTHER INFORMATION

26. How do I receive more information?

This Notice provides a summary of the basic terms of the Settlement. For the Settlement's complete terms and conditions, consult the Settlement Agreement and Release and other documents in the Lawsuit. More information about the Lawsuit can be obtained through several methods:

- (i) You can contact the Settlement Administrator by mail, telephone, or email (contact information in Section 9 above);
- (ii) You can contact Class Counsel by mail, telephone, or email (contact information in Section 8 above);
- (iii) You can visit the website, **www.ACAMedicalProviderSettlement.com**, to obtain certain key documents in the Lawsuit free of charge; or
- (iv) For a small fee, all of the pleadings and other records in this litigation, including the Settlement Agreement and Release, may be examined online on the Los Angeles County Superior Court's website at **www.lacourt.org**.

PLEASE DO NOT CALL OR OTHERWISE CONTACT THE COURT, THE CLERK OF COURT, REPRESENTATIVES OF MOLINA, OR COUNSEL FOR MOLINA FOR INFORMATION REGARDING THIS NOTICE OR SETTLEMENT.