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CALIFORNIA CHIROPRACTIC ASSOCIATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

CALIFORNIA CHIROPRACTIC
ASSOCIATION, on behalf of itself and its
members,

Plaintiff,

v.

MEDRISK, LLC, MEDRISK HOLDCO,
LLC, and DOES 1 through 10, inclusive,

Defendants.

Case No. RG19045051

**REVISED AMENDED [~~PROPOSED~~]
ORDER PRELIMINARILY
APPROVING SETTLEMENT AND
PROVIDING FOR NOTICE**

Hon. Brad Seligman

CLASS ACTION

On May 16, 2023, 2023, this Court heard Plaintiff California Chiropractic Association's

REIVSED AMENDED [~~PROPOSED~~] ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING
FOR NOTICE

1 (“Plaintiff” or “CCA”) unopposed motion for preliminary approval of class settlement and provisional
2 class certification under California Rule of Court 3.769(c) and (d).

3 Having read and considered the Stipulation and Agreement of Settlement (the “Stipulation” or
4 “Settlement”), the Revised Amendment to Stipulation and Agreement of Settlement (the “Revised
5 Amendment to Stipulation”), the proposed “Notice of Pendency and Proposed Settlement of Class
6 Action” (“Notice”), the proposed “Summary Notice of Pendency and Proposed Settlement of Class
7 Action” (“Summary E-mail Notice”), the proposed “Postcard Notice of Pendency and Proposed
8 Settlement of Class Action” (“Postcard Notice”), Plaintiff’s Motion for Preliminary Approval of Class
9 Action Settlement, Plaintiff’s Memorandum of Points and Authorities in support thereof, and all other
10 submissions made relating to the proposed Settlement, the Court finds good cause to GRANT the
11 motion, and hereby rules as follows:

12 FINDINGS:

13 1. Unless indicated otherwise, capitalized terms used herein have the same meanings
14 defined in the Stipulation.

15 2. The Stipulation is preliminarily approved as fair, reasonable and adequate.

16 3. The Class is provisionally certified, for settlement purposes only, as follows:

17
18 All members of California Chiropractic Association, located in the State of California,
19 that provided chiropractic treatment services to injured workers in California during
20 the four (4) years preceding June 19, 2020, through the date of final judgment (the
21 “Settlement Class Period”) in the matter of *California Chiropractic Association v.*
22 *MedRisk, LLC et al.*, Superior Court of the State of California for the County of
23 Alameda, Case No. RG19045051 (the “Action”).

24 4. The Stipulation and Revised Amendment to Stipulation, including the Notice,
25 Summary Email Notice and Postcard Notice attached hereto as Exhibits A1-A3, is preliminarily
26 approved.

27 5. The (a) Notice, Email Notice and Postcard Notice constitute the best notice practicable
28 under the circumstances, (b) constitute valid, due, and sufficient notice to all members of the Class,
and (c) comply fully with the requirements of California Code of Civil Procedure section 382,
California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other

1 applicable law. The Notice, Email Notice and Postcard Notice are preliminarily approved. No
2 Settlement Class Member will be relieved from the terms of the Settlement, including the releases
3 provided for therein, based upon the contention or proof that such Settlement Class Member failed to
4 receive actual or adequate notice.

5 6. For settlement purposes only, the Class is so numerous that joinder of all Class
6 Members is impracticable, Plaintiff's claims are typical of those of the Class, there are questions of
7 law and fact common to the Class and such common questions which predominate over any questions
8 affecting only individual members of the Class, and Class certification is superior to other available
9 methods for the fair and efficient adjudication of the controversy.

10 7. Dawn Benton, Executive Vice President and Chief Executive Officer, California
11 Chiropractic Association is appointed and approved as the Claims Administrator for the Settlement.
12 Plaintiff California Chiropractic Association is conditionally certified as the class representative to
13 implement the Settlement. The Law Offices of Zev B. Zysman, APC and Pomerantz LLP are
14 conditionally appointed as Class Counsel. Plaintiff and Class Counsel will fairly and adequately
15 protect the interests of the Class. Class Counsel has the authority to act on behalf of the Class with
16 respect to all acts or consents required by or that may be given pursuant to the Stipulation and Revised
17 Amendment to Stipulation or such other acts that are reasonably necessary to consummate the
18 Settlement.

19 8. The plan of notice for this Settlement is approved: (a) the Claims Administrator shall
20 use reasonable efforts to identify those Settlement Class Members for whom CCA has an email address
21 in its business records and cause the Summary E-mail Notice, to be sent by email to all Settlement
22 Class Members, within fourteen (14) calendar days of the entry of this Order, advising them of the
23 Settlement and of the availability of documentation on the settlement website; (b) the Claims
24 Administrator shall use reasonable efforts to identify those Settlement Class Members for whom CCA
25 has a postal address in its business records and cause the Postcard Notice to be mailed, by first-class
26 mail, to all Settlement Class Members for whom CCA does not have email addresses, within fourteen
27 (14) calendar days of the entry of this Order, or for whom the Summary E-mail Notice bounced back
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1 or was returned; (c) the Claims Administrator shall publish the Settlement Website, within fourteen
2 (14) calendar days of the entry of this Order, and shall cause at least the operative Complaint, Notice,
3 Stipulation, Revised Amendment to Stipulation, Preliminary Approval Order, and Motion for
4 Attorneys' Fees and Costs to be posted under the "Important Notices" link on the following Settlement
5 Website: www.calchiro.org. The Claims Administrator shall, at or before the Settlement Hearing,
6 serve upon Defense Counsel, and file with the Court, proof of mailing of the E-mail Notice and
7 Postcard Notice, to Settlement Class Members. Such filing may be performed by Class Counsel.

8 9. A hearing (the "Settlement Hearing") pursuant to Rule 3.769 of the California Rules of
9 Court is hereby scheduled to be held before the Court on August 15, 2023 at 3:00 p.m. to determine
10 whether the Settlement should be finally approved as fair, reasonable, and adequate. This Court may
11 order the Settlement Hearing to be postponed, adjourned, or continued. If that occurs, the updated
12 hearing date shall be posted on the Settlement Website but, other than the website posting, no
13 additional notice to Settlement Class Members shall be required.

14 10. Settlement Class Members have the option to appear at the Settlement Hearing, either
15 in person or through personal counsel hired at the Settlement Class Member's expense, to object to
16 the fairness, reasonableness, or adequacy of the Settlement and the award of attorneys' fees and costs.
17 Settlement Class Members may also appear at the Settlement Hearing to state their objections, whether
18 or not they have made a written objection or given notice to appear.

19 11. Class Members who desire to object to the Settlement may serve a written objection on
20 the Claims Administrator per the schedule set forth below. Written objections must state: (1) the case
21 name and number (*California Chiropractic Association v. MedRisk, LLC, et al.*, Case No.
22 RG19045051; (2) the Class Member's full name, address, email address, and telephone number; (3)
23 the words "Notice of Objection" or "Formal Objection"; (4) in clear and concise terms, the legal and
24 factual arguments supporting the objection; (5) facts supporting the person's status as a Class Member;
25 (6) the Class Member's signature and the date; and (7) the following language immediately above the
26 Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of
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1 California that the foregoing statements regarding class membership are true and correct to the best of
2 my knowledge.”

3 12. The timeliness of any objection shall be conclusively determined by the postmark date
4 if mailed, or the delivery date if delivered by some other means.

5 13. Any submissions filed in response to any objections or in further support of the
6 Settlement, and any application for Attorneys’ Fees and Costs shall be filed per the schedule below.

7 14. The Court reserves the right to approve the Settlement with such modifications as may
8 be agreed upon or consented to by the Settling Parties and without further notice to the Settlement
9 Class where to do so would not impair Settlement Class Members’ rights in a manner inconsistent
10 with Rule 3.769 and due process of law.

11 15. All discovery and pretrial proceedings and deadlines are stayed and suspended until
12 further notice from the Court, except for such actions as are necessary to implement the Settlement
13 and this Order.

14 16. In the event that the Settlement does not become Final and effective in accordance with
15 the terms and conditions set forth in the Stipulation, then the Stipulation shall be rendered null and
16 void of no further force or effect, and all Settling Parties shall be deemed to have reverted *nunc pro*
17 *tunc* to their respective status prior to the execution of the Stipulation, and the Settling Parties shall
18 proceed in all respects as if the Stipulation had not been executed and the related orders had not been
19 entered, without prejudice in any way from the negotiation, fact, or terms of the Settlement, and
20 preserving all of their respective claims and defenses in the Action, and shall revert to their respective
21 positions in the Action.

22 17. Nothing in this Order is, or may be construed as, an admission or concession on any
23 point of fact or law by or against any Party.

24 18. Notwithstanding the foregoing paragraph, the Settling Parties and other Released
25 Persons may file or refer to this Order and Final Judgment, the Stipulation, Revised Amendment to
26 Stipulation, and Revised Amended Preliminary Approval Order: (a) to effectuate the liability
27 protections granted hereunder or thereunder, including without limitation, to support a defense or
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1 counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, or
2 any theory of claim preclusion or issue preclusion or similar defense or counterclaim; or (b) to enforce
3 the terms of the Stipulation and/or this Order and Final Judgment.

4 19. The Court retains exclusive jurisdiction over the action to consider all further matters
5 arising out of, or relating to, the Settlement.

6 20. Without further order of the Court, the Settling Parties may agree to reasonable
7 extensions of time to carry out any of the provisions in the Stipulation.

8 21. On August 15, 2023, at 3:00 pm, this Court will hold a Settlement Hearing to determine
9 whether the Stipulation should be finally approved as fair, reasonable, and adequate and whether
10 attorneys' fees and costs to Class Counsel should be approved. Based on the date of this Order and
11 the date of the Settlement Hearing, the following are the timing for the events described in this Order:
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Event	Timing
Last day for the Claims Administrator, to send Summary Email Notice and Postcard Notice, and start operating Settlement Website	14 days after entry of this Order
Last day for Plaintiff to file Motion for Attorneys' Fees	46 days after entry of this Order
Last day for Class Members to object to the Settlement and/or file Notice of Intent to Appear at Settlement Hearing	60 days after entry of this Order
Last day for Parties, individually or jointly, to file briefs in support of the Final Order and Judgment	14 days before Settlement Hearing

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Last day for Parties, individually or jointly, to file a response to any objection	7 days before Settlement Hearing
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This Court may order the Settlement Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website but, other than the website posting, the Parties will not be required to provide any additional notice to Settlement Class Members.

IT IS SO ORDERED.

Dated: 5/19/23



HON. JUDGE BRAD SELIGMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

CALIFORNIA CHIROPRACTIC,
ASSOCIATION, on behalf of itself and its
members,

Plaintiff,

v.

MEDRISK, LLC, MEDRISK HOLDCO, LLC,
and DOES 1 through 10, inclusive,

Defendants.

Case No. RG19045051

**NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT**

Hon. Brad Seligman

CLASS ACTION

EXHIBIT A-1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

California Chiropractic Association v. MedRisk, LLC and MedRisk Holdco, LLC
Superior Court for the State of California County of Alameda,
Case No. RG19045051

Under law, a California Court has authorized this Notice. This is not a solicitation from a lawyer.

This Notice is about a proposed settlement (the “Settlement”) of a class action lawsuit (“Action”) against MedRisk LLC and MedRisk Holdco, LLC (together, “MedRisk” or the “Defendants”) involving allegations that Defendants violated California Business and Professions Code §§ 17200, *et seq.*, as well as certain other provisions of the California Business and Professions Code, the Insurance Code, the Labor Code, and the Health and Safety Code by, among other things, acting as an illegal for-profit “middleman” in California’s workers’ compensation system by soliciting and receiving improper payments for the referral of healthcare and managing services to injured California workers. By this Action, Plaintiff California Chiropractic Association (“Plaintiff” or “CCA”) seeks equitable and injunctive relief only, *i.e.*, to change Defendants’ conduct with regard to the alleged practices. This Action does not seek damages or any monetary relief.

This Action is brought on behalf of all members of CCA, located in the State of California, that provided chiropractic treatment services to injured workers in California during the four (4) years preceding June 19, 2020, through the date of final judgment (the “Settlement Class Period”) in the matter of *California Chiropractic Association v. MedRisk, LLC et al.*, Superior Court of the State of California for the County of Alameda, Case No. RG19045051 (the “Action”).

On _____, 2023, the Honorable Brad Seligman of the Superior Court of the State of California for the County of Alameda granted preliminary approval of this class action settlement and ordered the litigants to notify all Settlement Class Members of the Settlement. This Notice is provided because you have the right to know about the Settlement of a class action lawsuit. Your legal rights will be affected whether you act or do not act. Therefore, you should read this notice carefully.

IF YOU WANT MORE DETAILS

Please do not contact the Court regarding this Notice. All inquiries concerning this Notice, the Settlement, or any other questions by Settlement Class Members should be directed to the Class Settlement Administrator, Dawn Benton, Executive Vice President and Chief Executive Officer, California Chiropractic Association, PO Box 254489, Sacramento, CA 95865 or to Lead Counsel identified below:

Jordan L. Lurie, Esq.
(jllurie@pomlaw.com)
Ari Y. Bassar, Esq.
(abassar@pomlaw.com)
Pomerantz LLP
1100 Glendon Avenue, 15th Floor
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-and-

Zev B. Zysman, Esq.
(zev@zysmanlawca.com)
Law Offices of Zev B. Zysman, APC
15760 Ventura Boulevard,
Suite 700
Encino, CA 91436
818-783-8836

COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

- 1. Why did I get this Notice?**
You may have been a member of the California Chiropractic Association (“CCA”), were located in the State of California, and provided chiropractic treatment services to injured workers in California during the Settlement Class Period.

2. What is this lawsuit about?

The case is known as *California Chiropractic Association v. MedRisk, LLC et al.*, Case No. RG19045051 (the “Action”), and the Court in charge of the case is the Superior Court of the State of California for the County of Alameda.

Among other things, the Action is about whether the Defendants violated California Business and Professions Code §§ 17200, *et seq.*, as well as certain other provisions of the California Business and Professions Code, the Insurance Code, the Labor Code, and the Health and Safety Code. By this Action, Plaintiff seeks injunctive relief only, *i.e.*, to change Defendants’ conduct with regard to such practices. This Action does not seek damages or any monetary relief, and the Settlement does not preclude your right to seek such relief.

In this Action, Plaintiff primarily asserts that Defendants act as an illegal for-profit “middleman” in California’s workers’ compensation system by soliciting and receiving improper payments for the referral of healthcare and managing services to injured California workers. Plaintiff alleges that MedRisk violates California law by demonstrating a preference to health care professionals who agree to the lowest prices, and by acting as an unlicensed “claims administrator” and “adjuster.” Plaintiff alleges that MedRisk solicits deeper discounts from those health care professionals in exchange for more referrals; obtains discounts for these referrals; and ultimately receives payments from the payors of workers’ compensation claims as compensation for making those referrals, the difference between which MedRisk retains. Plaintiff claims that the financial structure of these alleged arrangements constitutes unlawful referral in exchange for financial compensation, in violation of California Labor Code sections 3215 and 3280. Plaintiff further asserts that certain of Plaintiff’s individual members have lost and continue to lose patients and continue to have patients diverted to providers who are more willing to contract with MedRisk. Plaintiff also alleges that MedRisk fails to provide adequate explanation of review (“EORs”) and unlawfully fails to accept electronic billing from providers. Based primarily on this alleged conduct, Plaintiff asserts a single cause of action for violation of the Unfair Competition Law under California Business and Professions Code section 17200, *et seq.* (“UCL”). Plaintiff seeks injunctive, declaratory, and equitable relief only on behalf of its individual members in its capacity as an association.

Defendants dispute the allegations in the case, have contested and will contest the claims, if this matter is not resolved. Following arms’ length negotiations of the Action both directly and before an experienced mediator and former California Superior Court Judge, the Hon. Louis Meisinger (Ret.) (“Judge Meisinger”); the Plaintiff and Defendants (together, the “Defendants,” the “Settling Parties,” or the “Released Parties”) entered into the Stipulation and Agreement of Settlement (the “Stipulation”). The Settlement resolves all of the claims in the Action against the Defendants for injunctive relief.

3. Why is this a class action?

Initially, this Action was brought individually by the CCA on behalf of its members. However, California law requires such a claim to be pursued as a class action. In a class action, one or more

persons and/or entities, called lead plaintiff(s), sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a class, and these individual persons and entities are known as class members. One court resolves all of the issues for all class members. In this Action, because it seeks injunctive relief only, class members may object to the Settlement but not opt out.

4. Why is there a Settlement?

Plaintiff and the Settling Parties do not agree regarding the merits of Plaintiff's allegations with respect to Defendants' alleged misconduct in violation of the California Business and Professions Code §§ 17200, *et seq.*, as well as certain other provisions of the California Business and Professions Code, the Insurance Code, the Labor Code, and the Health and Safety Code. In recognition of the inherent risks and costs of continued litigation and the benefits of resolving this litigation, the Parties desire to settle and resolve any and all actual or potential claims by or between Plaintiff, on the one hand, and the Released Persons, on the other hand, arising out of or relating to the subject matter of the Action. Plaintiff and Lead Counsel believe the settlement is best for all Settlement Class Members primarily because of the relief attained through Settlement and because of the risks associated with continued litigation, and the nature of the defenses raised by the Settling Parties.

This matter has not gone to trial, and the Court has not decided in favor of any party involved in this Action. Instead, Plaintiff and the Settling Parties have agreed to settle the Action.

5. How do I know if I am part of the Settlement Class?

To be a Settlement Class Member, you must have been a member of California Chiropractic Association, located in the State of California, and provided chiropractic treatment services to injured workers in California, during the four (4) years preceding filing of the Amended State Complaint, on June 19, 2020, through the date of final judgment in the Action.

6. What does the Settlement provide?

The following are the key provisions of the Settlement:

1. Commencing no later than ten (10) business days following the Effective Date, and continuing to and including the last day of the Effective Period, MedRisk will implement or comply with the following business practice adjustments, therapeutics, or restrictions, with respect to patients and Chiropractors within the State of California:

a. MedRisk will implement, utilize, and apply, in connection with the scheduling or assignment of patients within the State of California, Scheduling Criteria described in more detail in the Stipulation and Agreement of Settlement.

b. MedRisk will implement, utilize, and comply with the transparency and process management procedures described in more detail in the Stipulation and Agreement of Settlement.

c. MedRisk will comply with the provider bill of rights set forth within Section 1375.5 of the California Health & Safety Code.

d. MedRisk agrees to forward to MedRisk payors, in full, without discounting, all separately billed Evaluation and Management (“E&M”) Services delivered by Chiropractors. MedRisk will notify MedRisk payors that these separately billed Services are not subject to discounting under the MedRisk-payor agreement and will use its commercially reasonable best efforts to ensure that its systems are properly instructed, so that the E&M Services so billed and identified herein are not subject to discounting. Alternatively, Chiropractors may choose to bill MedRisk payors directly for E&M Services provided to Covered Persons.

e. In the event that Official Medical Fee Schedule (“OMFS”) is increased during the Effective Period, MedRisk will proportionately increase the rate of reimbursement provided to directly contracted Chiropractors whose reimbursement is based upon OMFS. For the purpose of this provision, “proportional,” with respect to contracted Chiropractors whose reimbursement is based upon OMFS, means that the increase in reimbursement is proportional to the increased OMFS rate for contracted services.

f. MedRisk will not change the “preferred” status or otherwise retaliate against any Chiropractor who seeks to renegotiate their contract. Pursuant to Labor Code Sections 3215 and 3829(a)(b)(3), MedRisk will not penalize a current Chiropractor or any Chiropractor whose rate is available to MedRisk through a subcontract or leased access or any future Chiropractor whether directly contracted or whose services are available through a subcontract or leased access on the basis that the Chiropractor has requested modification of an agreement with MedRisk, submitted a grievance to MedRisk, or otherwise exercised their rights under the terms of this Stipulation.

g. Unless authorized to do so by the State of California, MedRisk will not hold itself out in any written communications with injured workers, the general public, its clients and prospective clients of any kind (including published or online listings of Chiropractic Networks) as chiropractors. MedRisk further agrees that it will not make any communications to Chiropractors indicating that they will receive more injured worker referrals if they lower their rates or based on being in a particular rate tier. In addition, MedRisk will not communicate, offer, suggest, or deliver fewer referrals to a Chiropractor solely because that Chiropractor establishes a new contract, or renegotiates a contract for a higher rate.

h. MedRisk will not solicit, request, receive or accept any discount from any of its contracted Chiropractors nor provide any consideration to its clients in exchange for any offer, suggestion or agreement with the Chiropractor to receive or be in receipt of, preferential referrals of injured workers within their network. MedRisk will not offer any inducement, consideration for future referrals, bonus score, or preferential tiering to Chiropractors who contact MedRisk following a direct communication from a claims administrator.

i. MedRisk will not interfere with or redirect referrals made by the injured worker's primary treating physician ("PTP") which have been approved by a claims adjuster or requested by the injured worker. Except to schedule an appointment with the entity approved by the claims adjuster or requested by the injured worker, MedRisk will not contact the PTP or injured worker for the purpose of redirecting to a different provider once it has notice that the adjuster has approved a referral to a specific Chiropractor.

j. MedRisk will at all times cause compliance with requirements of the California Labor Code, including Section 4603.4, its implementing regulations, 8 C.C.R. section 9792.5.0, *et seq.*, regarding but not limited to, content and delivery of EORs.

k. MedRisk will provide written notice to each contracted Chiropractor, in a mutually agreeable form, that provides as follows: "Participating Provider shall have the right to transmit electronic bills consistent with the requirements set forth in the California Division of Worker's Compensation Medical Billing and Payment Guide and the California Division of Workers' Compensation Electronic Medical Billing and Payment Companion Guide through all clearinghouses authorized by the Division of Workers' Compensation. From the date of Settlement, MedRisk shall process all claims consistent with these California e-billing requirements without additional charge by MedRisk."

l. MedRisk will notify all contracted Chiropractors that they may, but will never be required to, opt in to any particular method of payment of their bills which may include but not be limited to, "virtual cards," ACH and checks.

m. MedRisk will provide to the contracted Chiropractor a copy of any remittance advice generated as a result of the Chiropractor's billed services, in the event that any billed services were denied and/or reduced. Further, MedRisk will ensure that the remittance advice provided by it to the Chiropractor contains all relevant reason and remark codes and will provide a phone number on each of its EORs, EOBs or other remittance advice that contracted Chiropractors can use to speak to a MedRisk billing professional for questions or disputes or non-payment of claims. MedRisk will also use commercially reasonable efforts to ensure that the Chiropractor is able to contact the claims administrator and licensed utilization reviewer known to MedRisk by including their name, email, and

phone number on all MedRisk communications regarding individual patients when payment is denied.

2. MedRisk will file a Licensure Application with the DWC seeking licensure as an MPN, within thirty (30) days of receipt of notice of entry of an order by the Court granting preliminary approval of the Settlement. MedRisk will use its commercially reasonable best efforts to secure approval of the Application and licensure as an MPN, provided, however, that the failure to successfully obtain such licensure will not result in termination of the Stipulation, the Settlement that it contemplates, or any other provision contained therein and all such provisions will remain in full force and effect notwithstanding any such failure. No other provision of this Notice, the Judgement, or this Settlement that they contemplate will become void as a result of the failure to obtain such licensure after submission of an application. MedRisk will provide Plaintiff with copies of all applications papers submitted to the DWC promptly following such submission. Every sixty (60) days following provision to CCA of such initial application papers and continuing until MedRisk receives a final determination MedRisk will provide CCA with a written update regarding the status of and material developments with respect to the Application, accompanied by all correspondence with and submissions to the DWC during the preceding sixty (60) day period.

3. MedRisk will provide a report, under penalty of perjury, to CCA every sixty (60) days following the Effective Date regarding MedRisk's payment of electronically billed claims for the provision of chiropractic services in the State of California. Such report will provide the following information to the extent available to MedRisk: (1) the aggregate number of Valid Claims electronically submitted to MedRisk by California chiropractors during the preceding sixty (60) days (the "Reporting Period"); (2) the average amount of time elapsed from the date upon which electronically submitted claims became Valid Claims from initial submission to the date of issuance of payment; (3) the number of electronically submitted claims MedRisk actually paid within 15 days; (4) an explanation as to all steps MedRisk is taking, or plans to take, to improve compliance with the 15 day electronic bill pay requirement with respect to Valid Claims; (5) the time frame(s) within which MedRisk intends to become fully complaint with the 15 day electronic bill pay requirement; and (6) for any claims tendered during such Reporting Period that were not deemed Valid Claims ("Invalid Claims"), a pie chart or other chart breaking down by % what percentage of electronically submitted claims were deemed invalid as a result of each category of issue, including the specific categories described below. For purposes of the Settlement, "Valid Claims" will include claims (or any portion of claims) that meet all of the following criteria: (1) are complete, including all required information and supporting documentation; (2) were properly submitted to MedRisk, through MedRisk's system; (3) have been approved by the payor(s) providing coverage or potentially providing coverage for such claims; and (4) for which there is no senior payor obligated to provide first and primary payment for the services covered by such claim(s). For each electronically submitted Valid Claim not paid within 15 days, MedRisk will pay interest and penalties on such claim(s) as required by the Labor Code.

7. What do I have to do?

You have two options. You may do nothing and be bound by the terms of the Settlement, or you may object. As this Settlement provides injunctive relief only, the Settlement does not allow Settlement Class Members to opt-out.

8. What am I giving up to stay in the Settlement Class?

Unless you object to the Settlement (see Section 9 below), you will remain in the Settlement Class. That means that if the Settlement is approved, you and all Settlement Class Members will release all "Released Claims" (and therefore agree never to sue, continue to sue, or be part of any other lawsuit) against the "Released Persons" as described below:

- a. The "Released Claims" means any and all claims for injunctive relief, declaratory relief, or other similar equitable relief (excluding restitution), including Unknown Claims, actions, obligations, attorneys' fees, indemnities, subrogations, duties, demands, controversies, and liabilities of every nature, at law or in equity (including, without limitation, claims under federal and state securities laws, and at common law), suspected or unsuspected, accrued or unaccrued, matured or unmatured, whether arising out of or relating to the period prior to or after the date of the Initial Complaint through the Effective Date that any Releasing Persons (i) asserted in the Federal Complaint, the Initial State Complaint, the Amended State Complaint, or the Action; or (ii) could have been asserted in any forum that arise out of, are based upon, or are reasonably related to the allegations, transactions, facts, matters or occurrences, omissions involved, set forth, or referred to in the Federal Complaint, the Initial State Complaint, or the Amended State Complaint, or the Action. For further clarification, claims that are *not* Released Claims include any Settlement Class Member's claims, if any, for restitution or monetary damages.
- b. "Released Defendants' Claims" means all claims, demands, rights, remedies, liabilities, and causes of action of every nature and description whatsoever, whether based on federal, state, local, statutory, or common law, or any other law, rule, or regulation, including both known and Unknown Claims, that: (i) have been or could have been asserted in the Action by any of the Released Persons or the successors and assigns of any of them, against any of the Plaintiffs or any of their attorneys; and (ii) arise out of or are reasonably related to the institution, prosecution, or Settlement of the Action or the Released Claims, including but not limited to all claims for malicious prosecution or sanctions. "Released Defendants' Claims" does not include claims to enforce any of the terms of the Settlement.
- c. The "Released Persons" means the Defendants, as well as each of their respective families, parent entities, controlling persons, associates, affiliates, predecessors, successors, subsidiaries, past or present officers, directors, shareholders, stockholders, members, principals, managers, representatives, employees, attorneys, insurers,

financial or investment advisors, consultants, accountants, investment bankers, heirs, assigns or transferees.

- d. "Releasing Persons" means, collectively and individually, Plaintiffs and the Settlement Class, as well as each of their respective successors in interest, predecessors, representatives, executors, administrators, heirs, assigns or transferees, whether immediate or remote, and any person or entity acting for or on behalf of, or claiming under, any of them.
- e. "Settlement Class" means the Settlement Class for which Plaintiff will seek certification by the Court for the purpose of the Settlement only, consisting of: All members of California Chiropractic Association who are located in the State of California that provided chiropractic treatment services to injured workers in California, during the four (4) years preceding June 19, 2020, through the date of final judgment (the "Settlement Class Period") in the matter of California Chiropractic Association v. MedRisk, LLC et al., Superior Court of the State of California for the County of Alameda, Case No. RG19045051 (the "Action"). Excluded from the Settlement Class are Defendants; their corporate parents, subsidiaries, affiliates, and any entity in which Defendants have a controlling interest; any of their officers, directors, employees, or agents; and the judicial officers to whom this matter is assigned as well as their court staff.
- f. "Unknown Claims" means: (i) any claims that Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, the decision not to object to the Settlement, provided such claim arises out of or relates to the subject matter of the Released Claims; and (ii) Defendants' claims that Defendants do not know or expect to exist in their favor, which if known by them might have affected their decision(s) with respect to the Settlement. With respect to any and all Released Claims by the Plaintiff only, in its individual capacity (but not the Settlement Class Members) and Released Defendants' Claims, Plaintiff and Defendants stipulate and agree that upon the Effective Date, Plaintiff and Defendants shall be deemed to have waived and by operation of the Order and Judgment shall have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

- g. Plaintiff only, in its individual capacity (but not the Settlement Class Members) acknowledges, that the inclusion of “Unknown Claims” in the definitions of Released Claims and Released Defendants’ Claims was separately bargained for and a key element of the Settlement of which this release is a part.

You do not release the Released Persons from any claim or action to enforce the Settlement.

Remaining in the Settlement Class also means that all of the Court’s orders will apply to you and legally bind you.

9. How do I object to the Settlement?

If you are a member of California Chiropractic Association, located in the State of California, and provided chiropractic treatment services to injured workers in California, during the four (4) years preceding June 19, 2020, through the date of final judgment in this action, you have a right to object to the relief afforded by the Settlement. This includes whether the proposed Settlement of the Settlement Class’s claims against the Defendants should be approved as fair, reasonable and adequate, whether the application by Lead Counsel for an award of attorneys’ fees and expenses should be approved, and whether the Action should be dismissed with prejudice against the Defendants as set forth in the Stipulation filed with the Court.

If you wish to object you may send your written objection to the Class Settlement Administrator, Dawn Benton, Executive Vice President and Chief Executive Officer, California Chiropractic Association, California Chiropractic Association, PO Box 254489, Sacramento, CA 95865, no later than (*i.e.*, postmarked by) _____.

The Stipulation of Settlement, the Court’s Preliminary Approval Order, the operative Complaint, the Motion for Attorneys’ Fees and other documents are available on the Class Settlement Administrator’s website under the “Important Notices” link at www._____.com or by writing to the Class Settlement Administrator or by contacting Lead Counsel at the above addresses.

If you submit a written objection, you must use the words “Notice of Objection” or “Formal Objection,” explain in clear and concise terms, the legal and factual arguments supporting your objection, and the facts supporting your status as a Settlement Class Member. Please identify the specific portions of the Settlement to which you object and the reasons why you object. Please include your full name, mailing address, phone number, and email address, your signature and date, and the following language immediately above your signature: “I declare under penalty under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge,” and reference to the case name and number (*California Chiropractic Association v. MedRisk, LLC, et al.*, Case No. RG19045051).

Even if you object, you do not have the ability to “opt out” of this Settlement if the Court approves it.

Settlement Class Members also have the option to object by appearing at the Final Fairness Hearing, either in person or through personal counsel hired at the Settlement Class Member's expense. You may appear at the Final Fairness Hearing to state your objection. The court permits objectors to appear at the Final Fairness Hearing whether or not they have made a written objection or given a notice to appear. .

10. Do I have a lawyer in this case?

The Court appointed the law firm of Pomerantz LLP and the Law Offices of Zev B. Zysman, APC, also referred to as "Lead Counsel," to represent you and the Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for Lead Counsel are provided above.

11. How will the lawyers be paid?

Plaintiff's Lead Counsel have not been paid any attorneys' fees or expenses to date. Lead Counsel intends to submit an application to the Court on behalf of Lead Counsel for: (i) an award of reasonable attorneys' fees; and (ii) an award of reasonable litigation costs and expenses, incurred in connection with the prosecution of the Action in an amount not to exceed \$1,300,000.

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

The Court will hold a Final Fairness Hearing on _____, _____ at __:00 __.m., before the Honorable Brad Seligman at the Superior Court of the State of California for the County of Alameda, Administration Building, Department 23, 1221 Oak Street, Oakland, California 94612, or by telephone or videoconference.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court; whether the application by Lead Counsel for an award of attorneys' fees and expenses should be approved; and whether the Order and Final Judgment as provided under the Stipulation should be entered, dismissing the Amended State Complaint on the merits and with prejudice, and to determine whether the release by the Settlement Class of the Released Persons as set forth in the Stipulation, should be ordered; and such other matters as the Court may deem appropriate.

13. Do I have to come to the hearing?

No. Lead Counsel will answer any questions about the Settlement that the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. Lead Counsel will provide your objection to the Court. As long as you mail your written objection on time, the Court will consider it.

14. What happens if I do nothing at all?

If you do nothing, you accept the terms of the Settlement and its binding effect.

15. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the documents available on the Class Settlement Administrator's website at www._____.com or by writing to the Class Settlement Administrator, Dawn Benton, Executive Vice President and Chief Executive Officer, California Chiropractic Association, or Lead Counsel at the above addresses.

In addition, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed 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.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE COURT CLERK'S OFFICE FOR INFORMATION OR ADVICE.

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EXHIBIT A-2

[EMAIL NOTICE]

To: XXXXXXXXXXXX

From: XXXXXXXXXXXX

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

California Chiropractic Association v. MedRisk, LLC

Case No. RG19045051

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION.

THIS NOTICE IS ABOUT a proposed settlement (the “Settlement”) of a class action lawsuit (“Action”) against MedRisk LLC and MedRisk Holdco, LLC (together, “MedRisk” or the “Defendants”) involving allegations that Defendants violated California Business and Professions Code §§ 17200, *et seq.*, as well as certain other provisions of the California Business and Professions Code, the Insurance Code, the Labor Code, and the Health and Safety Code by, among other things, acting as an illegal for-profit “middleman” in California’s workers’ compensation system by soliciting and receiving improper payments for the referral of healthcare and managing services to injured California workers. By this Action, Plaintiff California Chiropractic Association (“Plaintiff” or “CCA”) seeks equitable and injunctive relief only, *i.e.*, to change Defendants’ conduct with regard to the alleged practices. This Action does not seek damages or any monetary relief. Pursuant to the Settlement, if approved, MedRisk will implement or comply with various business practice adjustments, therapeutics, or restrictions, with respect to patients and Chiropractors within the State of California, including a Licensure Application with the DWC and periodic reporting regarding MedRisk’s payment of electronically billed claims for the provision of chiropractic services in the State of California.

1 The following are the key provisions of the Settlement:

2 1. Commencing no later than ten (10) business days following the Effective Date, and
3 continuing to and including the last day of the Effective Period, MedRisk will implement or
4 comply with the following business practice adjustments, therapeutics, or restrictions, with
5 respect to patients and Chiropractors within the State of California:

6 a. MedRisk will implement, utilize, and apply, in connection with the scheduling
7 or assignment of patients within the State of California, Scheduling Criteria described
8 in more detail in the Stipulation and Agreement of Settlement, which is available at the
9 CCA website at www._____.com.

10 b. MedRisk will implement, utilize, and comply with the transparency and process
11 management procedures described in more detail in the Stipulation and Agreement of
12 Settlement.

13 c. MedRisk will comply with the provider bill of rights set forth within Section
14 1375.5 of the California Health & Safety Code.

15 d. MedRisk agrees to forward to MedRisk payors, in full, without discounting, all
16 separately billed Evaluation and Management (“E&M”) Services delivered by
17 Chiropractors. MedRisk will notify MedRisk payors that these separately billed
18 Services are not subject to discounting under the MedRisk-payor agreement and will
19 use its commercially reasonable best efforts to ensure that its systems are properly
20 instructed, so that the E&M Services so billed and identified herein are not subject to
21 discounting. Alternatively, Chiropractors may choose to bill MedRisk payors directly
22 for E&M Services provided to Covered Persons.

23 e. In the event that Official Medical Fee Schedule (“OMFS”) is increased during
24 the Effective Period, MedRisk will proportionately increase the rate of reimbursement
25 provided to directly contracted Chiropractors whose reimbursement is based upon
26 OMFS. For the purpose of this provision, “proportional,” with respect to contracted
27 Chiropractors whose reimbursement is based upon OMFS, means that the increase in
28 reimbursement is proportional to the increased OMFS rate for contracted services.

f. MedRisk will not change the “preferred” status or otherwise retaliate against

1 any Chiropractor who seeks to renegotiate their contract. Pursuant to Labor Code
2 Sections 3215 and 3829(a)(b)(3), MedRisk will not penalize a current Chiropractor or
3 any Chiropractor whose rate is available to MedRisk through a subcontract or leased
4 access or any future Chiropractor whether directly contracted or whose services are
5 available through a subcontract or leased access on the basis that the Chiropractor has
6 requested modification of an agreement with MedRisk, submitted a grievance to
7 MedRisk, or otherwise exercised their rights under the terms of this Stipulation.

8
9 g. Unless authorized to do so by the State of California, MedRisk will not hold
10 itself out in any written communications with injured workers, the general public, its
11 clients and prospective clients of any kind (including published or online listings of
12 Chiropractic Networks) as chiropractors. MedRisk further agrees that it will not make
13 any communications to Chiropractors indicating that they will receive more injured
14 worker referrals if they lower their rates or based on being in a particular rate tier. In
15 addition, MedRisk will not communicate, offer, suggest, or deliver fewer referrals to
16 a Chiropractor solely because that Chiropractor establishes a new contract, or
17 renegotiates a contract for a higher rate.

18 h. MedRisk will not solicit, request, receive or accept any discount from any of its
19 contracted Chiropractors nor provide any consideration to its clients in exchange
20 for any offer, suggestion or agreement with the Chiropractor to receive or be in receipt
21 of, preferential referrals of injured workers within their network. MedRisk will not
22 offer any inducement, consideration for future referrals, bonus score, or preferential
23 tiering to Chiropractors who contact MedRisk following a direct communication from
24 a claims administrator.

25 i. MedRisk will not interfere with or redirect referrals made by the injured
26 worker's primary treating physician ("PTP") which have been approved by a claims
27 adjustor or requested by the injured worker. Except to schedule an appointment with
28

1 the entity approved by the claims adjustor or requested by the injured worker, MedRisk
2 will not contact the PTP or injured worker for the purpose of redirecting to a different
3 provider once it has notice that the adjuster has approved a referral to a specific
4 Chiropractor.

5
6 j. MedRisk will at all times cause compliance with requirements of the California
7 Labor Code, including Section 4603.4, its implementing regulations, 8 C.C.R. section
8 9792.5.0, *et seq.*, regarding but not limited to, content and delivery of EORs.

9
10 k. MedRisk will provide written notice to each contracted Chiropractor, in a
11 mutually agreeable form, that provides as follows: "Participating Provider shall have
12 the right to transmit electronic bills consistent with the requirements set forth in the
13 California Division of Worker's Compensation Medical Billing and Payment Guide
14 and the California Division of Workers' Compensation Electronic Medical Billing and
15 Payment Companion Guide through all clearinghouses authorized by the Division of
16 Workers' Compensation. From the date of Settlement, MedRisk shall process all claims
17 consistent with these California e-billing requirements without additional charge by
18 MedRisk."

19
20 l. MedRisk will notify all contracted Chiropractors that they may, but will never
21 be required to, opt in to any particular method of payment of their bills which may
22 include but not be limited to, "virtual cards," ACH and checks.

23
24 m. MedRisk will provide to the contracted Chiropractor a copy of any remittance
25 advice generated as a result of the Chiropractor's billed services, in the event that any
26 billed services were denied and/or reduced. Further, MedRisk will ensure that the
27 remittance advice provided by it to the Chiropractor contains all relevant reason and
28 remark codes and will provide a phone number on each of its EORs, EOBs or other
remittance advice that contracted Chiropractors can use to speak to a MedRisk billing

1 professional for questions or disputes or non-payment of claims. MedRisk will also
2 use commercially reasonable efforts to ensure that the Chiropractor is able to contact
3 the claims administrator and licensed utilization reviewer known to MedRisk by
4 including their name, email, and phone number on all MedRisk communications
5 regarding individual patients when payment is denied.

6 2. MedRisk will file a Licensure Application with the DWC seeking licensure as an MPN,
7 within thirty (30) days of receipt of notice of entry of an order by the Court granting
8 preliminary approval of the Settlement. MedRisk will use its commercially reasonable best
9 efforts to secure approval of the Application and licensure as an MPN, provided, however, that
10 the failure to successfully obtain such licensure will not result in termination of the Stipulation,
11 the Settlement that it contemplates, or any other provision contained therein and all such
12 provisions will remain in full force and effect notwithstanding any such failure. No other
13 provision of this Notice, the Judgement, or this Settlement that they contemplate will become
14 void as a result of the failure to obtain such licensure after submission of an application.
15 MedRisk will provide Plaintiff with copies of all applications papers submitted to the DWC
16 promptly following such submission. Every sixty (60) days following provision to CCA of
17 such initial application papers and continuing until MedRisk receives a final determination
18 MedRisk will provide CCA with a written update regarding the status of and material
19 developments with respect to the Application, accompanied by all correspondence with and
20 submissions to the DWC during the preceding sixty (60) day period.

21 3. MedRisk will provide a report, under penalty of perjury, to CCA every sixty (60) days
22 following the Effective Date regarding MedRisk's payment of electronically billed claims for
23 the provision of chiropractic services in the State of California. Such report will provide the
24 following information to the extent available to MedRisk: (1) the aggregate number of Valid
25 Claims electronically submitted to MedRisk by California chiropractors during the preceding
26 sixty (60) days (the "Reporting Period"); (2) the average amount of time elapsed from the date
27 upon which electronically submitted claims became Valid Claims from initial submission to
28 the date of issuance of payment; (3) the number of electronically submitted claims MedRisk
actually paid within 15 days; (4) an explanation as to all steps MedRisk is taking, or plans to
take, to improve compliance with the 15 day electronic bill pay requirement with respect to
Valid Claims; (5) the time frame(s) within which MedRisk intends to become fully complaint

1 with the 15 day electronic bill pay requirement; and (6) for any claims tendered during such
2 Reporting Period that were not deemed Valid Claims (“Invalid Claims”), a pie chart or other
3 chart breaking down by % what percentage of electronically submitted claims were deemed
4 invalid as a result of each category of issue, including the specific categories described below.
5 For purposes of the Settlement, “Valid Claims” will include claims (or any portion of claims)
6 that meet all of the following criteria: (1) are complete, including all required information and
7 supporting documentation; (2) were properly submitted to MedRisk, through MedRisk’s
8 system; (3) have been approved by the payor(s) providing coverage or potentially providing
9 coverage for such claims; and (4) for which there is no senior payor obligated to provide first
10 and primary payment for the services covered by such claim(s). For each electronically
11 submitted Valid Claim not paid within 15 days, MedRisk will pay interest and penalties on
12 such claim(s) as required by the Labor Code.

13 This Action is brought on behalf of all members of CCA, located in the State of California, that
14 provided chiropractic treatment services to injured workers in California, during the four (4) years
15 preceding June 19, 2020, through the date of final judgment in this action (the “Settlement Class”) in
16 the matter of *California Chiropractic Association v. MedRisk, LLC et al.*, Superior Court of the State
17 of California for the County of Alameda, Case No. RG19045051 (the “Action”).

18 Additional complete information about the Settlement, including the Stipulation of
19 Settlement, the Court’s Preliminary Approval Order, the Notice of Pendency and Proposed
20 Settlement of Class Action (“Notice”), the operative Amended Complaint, the Motion for Attorneys’
21 Fees and other documents are available under the “Important Notices” link on the CCA website at
22 www._____.com or you may obtain copies or other information by writing to the
23 Class Settlement Administrator, Dawn Benton, Executive Vice President and Chief Executive
24 Officer, California Chiropractic Association, PO Box 254489, Sacramento, CA 95865.

25 **YOU ARE HEREBY FURTHER NOTIFIED**, pursuant to Rule 3.769 of the California
26 Rules of Court and an Order of the Superior Court of the State of California for the County of Alameda,
27 that a Final Fairness Hearing will be held on _____, 2023, at _____m., before the Hon. Brad
28 Seligman, Administration Building, Department 23, 1221 Oak Street, Oakland, California 94612, or
by telephone or videoconference, to determine: (1) whether the proposed Settlement of the Settlement

1 Class's claims against the Defendants should be approved as fair, reasonable and adequate; (2) whether
2 the application by Class Counsel for an award of attorneys' fees and expenses in an amount not to
3 exceed \$1,300,000 should be approved; and (3) whether the Action should be dismissed with prejudice
4 against the Defendants as set forth in the Stipulation filed with the Court.

5 As further described in the Notice, you may do nothing and be bound by the terms of the
6 Settlement, or you may object. As this Settlement provides injunctive relief only, the Settlement
7 does not allow Settlement Class Members to opt-out. Any objections to the Settlement or attorney's
8 fees and expenses must be filed, in accordance with the procedures set forth in the Notice, no later
9 than _____, **2023**. You may also appear at the Final Fairness Hearing without submitting a
10 written objection or given a notice to appear.

11 Inquiries, other than requests for the Notice, may be made to the Class Settlement
12 Administrator or Lead Counsel for the Settlement Class: Jordan L. Lurie and Ari Y. Basser,
13 Pomerantz LLP, 1100 Glendon Avenue, 15th Floor, Los Angeles, California 90024, Telephone: 310-
14 432-8492 or Zev B. Zysman, the Law Offices of Zev B. Zysman, APC, 15760 Ventura Boulevard,
15 Suite 700, Encino, California 91436 Telephone: 818-783-8836.

16 In addition, the pleadings and other records in this litigation may be examined online on the
17 Alameda County Superior Court's website, known as "eCourt Public Portal," at
18 <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top
19 of the page, then select the Document Downloads link, enter the case number and click "Submit."
20 Images of every document filed in the case may be viewed at a minimal charge. You may also view
21 images of every document filed in the case free of charge by using one of the computer terminal
22 kiosks available at each court location that has a facility for civil filings.

23 **PLEASE DO NOT CONTACT THE COURT,**
24 **THE CLERK'S OFFICE, THE DEFENDANTS, OR DEFENDANTS' COUNSEL.**

EXHIBIT A-3

**[POST CARD NOTICE]
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

California Chiropractic Association v. MedRisk, LLC
No. RG19045051

SUMMARY NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION, SETTLEMENT HEARING, AND MOTION FOR AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES

TO: All members of California Chiropractic Association (“CCA”), located in the State of California, that provided chiropractic treatment services to injured workers in California during the four (4) years preceding June 19, 2020, through the date of final judgment (the “Settlement Class Period”) in the matter of *California Chiropractic Association v. MedRisk, LLC et al.*, Superior Court of the State of California for the County of Alameda, Case No. RG19045051 (the “Action”).

This Notice is about a proposed settlement (the “Settlement”) of a class action lawsuit (“Action”) against MedRisk LLC and MedRisk Holdco, LLC (together, “MedRisk” or the “Defendants”) involving allegations that Defendants violated California Business and Professions Code §§ 17200, *et seq.*, as well as certain other provisions of the California Business and Professions Code, the Insurance Code, the Labor Code, and the Health and Safety Code by, among other things, acting as an illegal for-profit “middleman” in California’s workers’ compensation system by soliciting and receiving improper payments for the referral of healthcare and managing services to injured California workers. By this Action, Plaintiff California Chiropractic Association (“Plaintiff” or “CCA”) seeks equitable and injunctive relief only, *i.e.*, to change Defendants’ conduct with regard to the alleged practices. This Action does not seek damages or any monetary relief. Pursuant to the Settlement, if approved, MedRisk will implement or comply with various business practice adjustments, therapeutics, or restrictions, with respect to patients and Chiropractors within the State of California, including a Licensure Application with the DWC and periodic reporting regarding MedRisk’s payment of electronically billed claims for the provision of chiropractic services in the State of California.

Additional complete information about the Settlement is available under the “Important Notices” link on the CCA website at www._____.com or you may obtain copies or other information by writing to the Class Settlement Administrator, Dawn Benton, Executive Vice President and Chief Executive Officer, California Chiropractic Association, PO Box 254489, Sacramento, CA 95865.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 3.769 of the California Rules of Court and an Order of the Superior Court of the State of California for the County of Alameda, that a Final Fairness Hearing will be held on _____, 2023 at .m., before the Hon. Brad Seligman, Administration Building, Department 23, 1221 Oak Street, Oakland, California 94612, or by telephone or videoconference. At this hearing, the Court will consider

whether the proposed Settlement of the Settlement Class's claims against the Defendants should be approved as fair, reasonable and adequate, whether the application by Lead Counsel for an award of attorneys' fees and expenses in an amount not to exceed \$1,300,000 should be approved, and whether the Action should be dismissed with prejudice against the Defendants as set forth in the Stipulation filed with the Court.

As further described in the Notice, you may do nothing and be bound by the terms of the Settlement, or you may object. As this Settlement provides injunctive relief only, the Settlement does not allow Settlement Class Members to opt-out. Any objections to the Settlement or attorney's fees and expenses must be filed, in accordance with the procedures set forth in the Notice, no later than _____, 2023. You may also appear at the Final Fairness Hearing without submitting a written objection or given a notice to appear.

Inquiries, other than requests for the Notice, may be made to the Class Settlement Administrator or Lead Counsel for the Class: Jordan L. Lurie and Ari Y. Bassar, Pomerantz LLP, 1100 Glendon Avenue, 15th Floor, Los Angeles, California 90024, Telephone: 310-432-8492 or Zev B. Zysman, the Law Offices of Zev B. Zysman, APC, 15760 Ventura Boulevard, Suite 700, Encino, California 91436 Telephone: 818-783-8836.

In addition, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed 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.

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT, THE
CLERK'S OFFICE, THE DEFENDANTS, OR DEFENDANTS' COUNSEL**