

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Rebecca Godin v. HealthComp, LLC

Superior Court for the State of California County of San Diego,
Case No. 37-2023-00003149-CU-BT-CTL


**READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED**

This Notice is for persons who, while in California, during the period from January 24, 2022 through January 24, 2023, inclusive, made a cellular telephone call to HealthComp LLC's ("HealthComp") toll-free telephone numbers 1-800-442-7247 or 1-855-727-5267, and whose call was recorded. Please read the rest of this Notice carefully to find out more.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Participate in the Settlement	If you wish to receive a Settlement Payment, read this Notice for information on how to file a claim. If you do not file a Claim Form by September 5, 2025, you will not receive a Settlement Payment.
Exclude Yourself from the Settlement	If you do not want to participate in the settlement, you must send a letter requesting exclusion postmarked no later than September 5, 2025 or else you will be bound by the settlement.
Object to the Settlement	If you wish to object to the settlement, you must follow the directions in this Notice.
Participate in the Hearing	If you submit a timely objection to the settlement, you may also indicate in the objection whether you wish to appear and be heard at the time of the Final Approval Hearing.
Do Nothing	If you do nothing with respect to this Notice, you will not receive any Settlement Payment and you will be bound by the terms of the settlement including the release of claims described below.

THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE BELOW.

	<p>For complete information and to file a claim, scan this QR code to go directly to the Settlement website,</p> <p>www.HealthCompSettlement.com</p>
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What is the Case About?

This class action case alleges that HealthComp violated California laws that prohibit the recording of telephone calls without the consent of all parties to the conversation. The case covers persons who, while in California, during the period from January 24, 2022 through January 24, 2023, inclusive, made a cellular telephone call to HealthComp's toll-free telephone numbers 1-800-442-7247 or 1-855-727-5267, and whose call was recorded.

What is a Class Action?

In a class action, one or more people called class representatives (in this case Rebecca Godin) sue on behalf of people who have similar claims.

Am I a Class Member?

You are a Class Member if, during the period from January 24, 2022 through January 24, 2023, while located in California, you called 1-800-442-7247 or 1-855-727-5267, and your call was recorded.

If you received a notice of this proposed settlement by mail or email, HealthComp has records indicating that you might be a member of the Class entitled to submit a Claim Form. You might be a member even if you did not receive notice by mail or email.

Why is There a Settlement?

Both sides agreed to a settlement to avoid the uncertainty and cost of class certification and a trial and to provide benefits to Class Members more promptly. The Court did not decide in favor of plaintiff Rebecca Godin ("Plaintiff" or "Class Representatives") or defendant HealthComp ("Defendant"). Defendant denies any liability or wrongdoing of any kind associated with the claims in this class action.

What Can I Get From The Settlement?

Defendant has agreed to create a Settlement Fund of \$2,300,000. After class action administration fees and costs, service payments to the class representative, and Class Counsel's attorneys' fees and costs are deducted, the remaining amount will be divided up equally amongst all Class Members who submit timely and valid Claim Forms ("Net Settlement Amount").

The Claims Administrator shall make a one-time, pro rata distribution of the Net Settlement Amount to each Class Member. Payment will be made by checks and mailed to the Class Member's mailing address. Further details about allocation of the settlement proceeds are set forth in the Settlement Agreement and Release, accessible online at www.HealthCompSettlement.com or by requesting a copy from the Claims Administrator.

If any of the Settlement Fund remains after payment of all valid and timely claims, including settlement checks that remain unclaimed or uncashed for more than 180 days, then such funds will be distributed in accordance with California Code of Civil Procedure section 384, as follows: 50% to the Alliance for Children's Rights and 50% to the UCLA School of Law – Public Interest Law & Policy Program.

You may make only one claim, regardless of the number of calls you made to HealthComp during the period from January 24, 2022 through January 24, 2023. **Please note that the Claims Administrator and/or Defendant may use available records to investigate the accuracy of claims.**

What Do I Need to Do To Receive a Settlement Payment?

You must complete a Claim Form and return it to the Claims Administrator on time. You may obtain a hard copy Claim Form from the Settlement Website, www.HealthCompSettlement.com, by calling 833-

360-6825, or by writing to the Claims Administrator at HealthComp Call Recording Settlement, c/o Claims Administrator, PO Box 26170, Santa Ana, CA 92799. You also may submit a completed Claim Form online at the Settlement Website, www.HealthCompSettlement.com, by email to info@HealthCompSettlement.com, or via fax to 714-917-7455. A Claim Form will not be considered timely unless it is returned to the Claims Administrator online or sent by mail postmarked no later than September 5, 2025.

Upon a request from a Class Member, the Claims Administrator will accept a completed paper Claim Form by facsimile or e-mail which is sent no later than September 5, 2025.

The Claims Administrator may verify with HealthComp that (1) the information set forth in the Claim Form is accurate; and (2) that you are a Class Member.

It is highly recommended that you retain proof of submitting your Claim Form.

If you choose to participate in the Settlement by submitting a Claim Form, you will be bound by all of the provisions of the Settlement Agreement and Release, including a full release of claims that will prevent you from separately suing HealthComp and its agents for the claims asserted in the Lawsuit.

If you move during the pendency of the Lawsuit or after submitting a Claim Form, please contact the Claims Administrator to update your address.

What Am I Giving Up to Get Settlement Benefits or Stay In the Class?

Unless you exclude yourself, as described below, you will remain in the Class and be bound by the terms of the settlement and all of the Court's orders. This means that you can't sue or be part of any other lawsuit against Defendants or their related parties about the issues in this case. Staying in the Class also means that you agree to the following release of claims, which describes the legal claims that you give up:

Release by the Settlement Class. Upon entry of the Judgment, Class Representative, for herself and on behalf of each member of the Class who has not submitted a valid and timely request for exclusion from the Class, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall have, fully, finally and irrevocably released HealthComp, LLC and, whether or not specifically named herein, each of its past or present directors, officers, employees, agents, shareholders, members, investors, insurers, reinsurers, attorneys, advisors, consultants, representatives, partners, affiliates, related companies, parents, subsidiaries, joint venturers, independent contractors, service providers, vendors, divisions, predecessors, successors, and assigns, from any and all liabilities, claims, causes of action, damages, penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or potential, suspected or unsuspected, that occurred during the Class Period which (1) are or were asserted in the Action based on the factual allegations alleged therein, or that could have been reasonably asserted in the Action based on the factual allegations alleged therein, (2) relate to the violation of the California Invasion of Privacy Act, Cal. Penal Code § 632.7, and/or (3) relate to the recording of telephone calls on cellular telephones (collectively, the "Released Claims").

When Can I Expect To Receive My Settlement Payment?

The Court will hold a hearing on November 14, 2025, to decide whether to give final approval to the settlement. You will be kept informed of the progress of the settlement through the dedicated settlement website at www.HealthCompSettlement.com. Please be patient.

Can I Exclude Myself From the Settlement?

If you don't want to receive benefits from this settlement, but you want to keep the right to sue Defendant on your own at your own expense about the issues in this case, then you must take steps to exclude yourself from the settlement. This is also called "opting-out" of the settlement. To exclude yourself from the settlement, you must send a letter by first class United States mail to the Claims Administrator, containing (1) the title of the Action, "*Godin v. HealthComp, LLC*"; (2) your full name, address, and telephone number; and (3) a statement that you request to be excluded from the Settlement Class. Be sure to include your name, address, telephone number, and signature. Your letter requesting exclusion from the settlement must be postmarked no later than September 5, 2025 and mailed to:

Godin v. HealthComp, LLC Settlement
c/o Claims Administrator
P.O. Box 26170
Santa Ana, CA 92799

If you request exclusion from the settlement, you will not get any settlement benefits, and you cannot object to the terms of the settlement. You will not be legally bound by anything that happens in this lawsuit.

If I Don't Exclude Myself, Can I Sue Defendants for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue Defendant and/or any of the released parties for the claims that this settlement resolves. If you have a pending lawsuit covering these same claims, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

Do I Have a Lawyer in the Case?

The Court has appointed Law Offices of Zev B. Zysman, APC (Zev B. Zysman, Esq.) to represent you and other class members as Class Counsel. Class Counsel will be paid from the Settlement Fund and you will not be charged for this. If you want to be represented by your own lawyer, you may hire one at your own expense.

How Will the Lawyers and the Class Representatives Be Paid?

Class Counsel will ask the Court to approve payment not to exceed \$766,666 (33 1/3% of the \$2,300,000 Settlement Fund) in attorneys' fees plus all out-of-pocket costs (of an amount not to exceed \$20,000). The fees would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and following through to make sure that its terms are carried out. Class Counsel also will ask the Court to approve a payment not to exceed \$10,000 to plaintiff Rebecca Godin for her service as Class Representative. The Court may award less than these amounts. These amounts will be paid out of the \$2,300,000 Settlement Fund. Class Counsel will file with the Court its motion for award of attorneys' fees, litigation costs, administration costs and Class Representative's service payment no later than August 21, 2025. After that date, you may view the motion on the Settlement Website.

How Do I Tell the Court That I Don't Like the Settlement?

You can ask the Court to deny approval of the Settlement by making an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

You must object to the proposed settlement in writing. All written objections and supporting papers must include (1) the name and case number of the lawsuit: *Rebecca Godin v. HealthComp Lines, Inc.* Superior

Court of the State of California, County of San Diego, Case No. 37-2023-00003149-CU-BT-CTL, (2) the full name, address and telephone number of the objector (email address is optional), (3) the words “Notice of Objection” or “Formal Objection”; (4) a statement of each objection; (5) a written brief detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court’s attention and any evidence the objector wishes to introduce in support of the objection(s); and (6) the objector’s signature and the date. The objection should also state whether or not the objector intends to appear at the hearing on final approval of settlement personally or through counsel.

The Court will determine whether or not to permit any Class Member and the attorneys for any Class Member to appear and speak at the hearing on final approval of the settlement. If any objection is overruled or denied, the objecting Class Member will be bound by the Final Approval Order and Judgment as if he or she had not objected.

Objections must be mailed to the Claims Administrator at HealthComp Call Recording Settlement, c/o Claims Administrator, PO Box 26170, Santa Ana, CA 92799. Objections must be postmarked or delivered by September 5, 2025 to be considered timely.

What’s the Difference Between Objecting and Excluding?

Objecting is telling the Court that you don’t like something about the settlement. You can object only if you stay in the Class. If you object, you may still submit a Claim Form to receive the benefits of the settlement. Excluding yourself is telling the Court that you don’t want to be part of the Class or participate in the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. You cannot both object to and exclude yourself from the settlement. Any person who attempts both to object to and exclude themselves from the settlement will be deemed to have excluded themselves and will forfeit the right to object to or participate in the settlement or any of its terms.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing regarding the settlement at 9:10 a.m. P.T. on November 14, 2025, at Courtroom C-62 of the Superior Court of the State of California, County of San Diego, 330 West Broadway, San Diego, California, 92101. At that hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who ask to speak at the hearing. The Court also will decide how much to pay to Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approve the settlement. Class Counsel does not know how long those decisions will take.

The Final Approval Hearing date, time or location may be changed without further notice. Any change to the Final Approval Hearing date, time or location will be posted on the Settlement Website, www.HealthCompSettlement.com.

Do I Have to Come to the Hearing?

No. Class Counsel will answer questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You can attend (or hire a lawyer to attend at your own expense), but doing so is not necessary. You cannot submit an objection or speak at the hearing if you excluded yourself from the settlement.

What Happens if I Do Nothing At All?

If you do nothing, with respect to this Notice, you will remain in the Settlement Class and will be bound by the terms of the settlement and all of the Court's orders and judgment including the Release. This also means that you will not receive any Settlement Payment and can't sue or be part of any other lawsuit against Defendant or the other released parties about the issues in this case.

Are There More Details About the Settlement?

This notice summarizes the proposed settlement. In order to see the complete file including the individual terms of the settlement, you should visit during normal business hours the Clerk's Office of the San Diego Courthouse at 330 West Broadway, San Diego, CA 92101. The Clerk will inform you as to how to obtain the file relating to this lawsuit for inspection and copying at your own expense. For the precise terms and conditions of the settlement, please see the Settlement Agreement. Additionally, you can get a copy of the Settlement Agreement, the Complaint, and certain other case documents through the Settlement Website, www.HealthCompSettlement.com, by calling 1-833-360-6825, by writing to the Claims Administrator at HealthComp Call Recording Settlement, c/o Claims Administrator, PO Box 26170, Santa Ana, CA 92799, or by consulting the Superior Court website by going to <https://www.sdcourt.ca.gov/sdcourt/civil2> and entering the Case Number for the Action, Case No. 37-2023-00003149-CU-BT-CTL. You also can contact Class Counsel:

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PLEASE DO NOT CALL THE COURT, THE COURT CLERK'S OFFICE, DEFENDANT, OR DEFENDANT'S COUNSEL WITH ANY QUESTIONS RELATED TO THE SETTLEMENT.



For complete information and to file a claim, scan this QR code to go directly to the Settlement website,

www.HealthCompSettlement.com