

Taras Kick (SBN 143379)
Taras@kicklawfirm.com
Karen Wallace (SBN 272309)
Karen@kicklawfirm.com
Greg Taylor (SBN 315128)
Greg@kicklawfirm.com
THE KICK LAW FIRM, APC
815 Moraga Drive
Los Angeles, California 90049
Telephone: (310) 395-2988
Facsimile: (310) 395-2088

Attorneys for Plaintiffs SHIRLEY GOEMAAT
and REHANA BALUCH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

SHIRLEY GOEMAAT and REHANA BALUCH,
individually, and on behalf of others similarly
situated and aggrieved,

Plaintiffs,

vs.

ORANGE COUNTY ASSOCIATION FOR
MENTAL HEALTH, a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2019-01106371-CU-BT-CXC

*[Assigned for all purposes to the Hon. Peter
Wilson, Dept CX102]*

**THIRD SUPPLEMENTAL DECLARATION
OF TARAS KICK IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT
(RELATED TO ROA#74)**

Date: August 4, 2022
Time: 2:00 p.m.
Dept.: CX102

*[Filed concurrently with Plaintiffs' Further
Supplemental Brief ISO Motion for Preliminary
Approval; and [Proposed] Order]*

Complaint filed: October 21, 2019
FAC filed: June 12, 2021
Trial date: None set

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1. I am an attorney licensed to practice before all courts of the State of California and a shareholder with The Kick Law Firm, APC (“TKLF”), counsel of record for Plaintiffs Shirley Goemaat and Rehana Baluch. I submit this third supplemental declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement. The following is based on my personal knowledge, or documents reviewed by me from the case, and, if called as a witness, I could and would testify competently thereto.

2. On October 21, 2019, Plaintiff Goemaat filed the Action, on behalf of herself and all others similarly situated, alleging against Defendant Orange County Association for Mental Health (“Defendant”) violations of the Labor Code and the Unfair Competition Law (“UCL”), Bus. & Prof. Code § 17200, *et seq.* On June 12, 2021, Plaintiff Goemaat filed a First Amended Complaint (“FAC”) to add Plaintiff Baluch as a named plaintiff and to add a cause of action under the Private Attorneys General Act of 2004 (“PAGA”), Lab. Code § 2698, *et seq.* The FAC seeks to recover from Defendant for the following alleged Labor Code violations: failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest periods; failure to indemnify employees for necessary expenditures incurred in discharge of duties; failure to provide accurate itemized wage statements and maintain required records; and failure to pay all wages due to discharged or quitting employees.

3. Prior to filing the Action, Plaintiffs and Plaintiffs' counsel engaged in investigation about Defendant's business practices in California. After filing, and prior to mediation, Plaintiffs obtained documents and other data from Defendant, and from other resources, including a randomly selected sampling of data of 56 employees, as well as PayDay records for roughly 15 employees. The analysis of the damages was performed by attorney Roy Suh of The Kick Law Firm, APC, who at the time was a full-time attorney with the firm, and very experienced in California wage-and-hour class actions. The estimated damages were largely the result of Defendant's alleged policies and practices regarding payroll and timekeeping, including with respect to breaks and overtime.

1 4. Plaintiffs' former counsel Mr. Suh of The Kick Law Firm, APC performed a thorough
2 damages analysis of Plaintiffs' claims for minimum wage violations, unpaid overtime, meal and rest
3 period violations, failure to provide accurate wage statements, failure to pay all wages upon separation or
4 termination, and PAGA civil penalties. In addition, Plaintiffs' counsel Greg Taylor of The Kick Law Firm,
5 APC performed a damages analysis of Plaintiffs' claim for failure to indemnify for business expenses.

6 **Plaintiff Baluch's Agreement:**

7 5. My office confirmed with Ms. Baluch that the release she signed in a prior, separate lawsuit
8 did not release any claims in this case. Ms. Baluch's other lawsuit did not involve wage and hour claims,
9 and when she signed a release in that lawsuit, the parties specifically excluded all claims asserted in this
10 case in order to avoid any conflict between the two lawsuits. Ms. Baluch informs that she included the
11 carve-out in her release to ensure that the agreement would not affect her ability to be an appropriate Class
12 and PAGA representative and receive an enhancement award for her contribution in this case. Ms. Baluch
13 informs that she received the settlement amount to resolve employment claims unrelated to this case. She
14 received a total of approximately \$29,000 after attorneys' fees and costs.

15 **Revised Class Notice:**

16 6. The parties revised the proposed Class Notice, consistent with the Court's June 9, 2022,
17 Order, to address the Court's instructions, reflected in section numbers 3 through 5. True and correct
18 copies of the Revised Class Notice, one redlined and one clean, are attached as Exhibits 1 and 2. A certified
19 Spanish translation of the Class Notice is attached as Exhibit 3.

20 7. It is my belief the Class Notice now has been successfully revised as follows:

- 21 a. To clearly explain that if a Class Member submits both a request to Opt-Out and an
22 Objection, the request to Opt-Out will govern and the Objection will be deemed invalid;
23 b. To clarify that Class Members have the option to either submit a written objection or
24 object to the Settlement in person or through counsel at the Final Approval hearing;
25 c. To indicate that in the event that there are any issues pertaining to Opt-Out Requests,
26 Objections or Workweek/PAGA Pay Period Disputes, the Court will make the final
27 determination and resolve such issues.

Revised Proposed Order:

8. It is my belief the Proposed Order now has been revised as ordered by this Court, to clarify that the disbursement amounts listed in paragraph 12 of the Proposed Order are only *preliminarily* approved.

9. A true and correct redlined copy of the revised Proposed Order is attached as Exhibit 4. A true and correct clean copy of the revised Proposed Order is attached as Exhibit 5. Per the Court's instruction, the Settlement, Amendment, and revised Class Notice, including a certified Spanish translation, are attached to the concurrently filed revised Proposed Order as Exhibits A through D. As the Court requested on June 9, 2022, Plaintiff is also filing a copy of the Proposed Order in Word format.

I declare under the penalty of perjury the foregoing is true and correct to the best of my belief and knowledge.

Executed July 21, 2022, at Los Angeles, California.



Taras Kick

EXHIBIT 1

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Goemaat, et al. v. Orange County Association for Mental Health, et al., Orange County Superior Court, Case No. 30-2019-01106371-CU-BT- CXC

A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION BY A LAWYER. YOU ARE NOT BEING SUED.

IF YOU ARE OR WERE EMPLOYED BY ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME BETWEEN OCTOBER 21, 2015 AND MARCH 24, 2021, THEN THIS SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement” or “proposed Settlement”) has been reached in a class and representative action lawsuit entitled *Goemaat, et al. v. Orange County Association for Mental Health, et al.*, Orange County Superior Court, Case No. 30-2019-01106371-CU-BT- CXC (the “Action”). The purpose of this Notice of Class and Representative Action Settlement (“Class Notice”) is to summarize the Action and inform you of your rights and options under the proposed Settlement, which will resolve all claims in the Action on behalf of all Class Members, or non-exempt employees who worked for Defendant between October 21, 2015 and March 24, 2021. If you worked for Defendant between February 7, 2019 to March 24, 2021, you may also be a PAGA Member, whose rights and entitlements are discussed below. A formal Settlement Agreement is filed with the Court, a copy of which you may request, as described below. If there are any material inconsistencies between this notice and the Settlement Agreement, then subject to Court review, the provisions in the Settlement Agreement shall control.

A Final Approval Hearing concerning the Settlement will be held before the Honorable Peter Wilson on **[FINAL APPROVAL HEARING DATE & TIME]** in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, to determine whether the Settlement is fair, adequate, and reasonable. Because the date and time of the Final Approval Hearing may change without further notice you should contact the Settlement Administrator or Class Counsel for further updates.

AS A CLASS MEMBER, YOU MAY BE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED OR “OPT-OUT” FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do nothing	If you do nothing, then you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up various rights to pursue a separate legal action against Defendant Orange County Association for Mental Health (“Defendant”) and any Released Parties based on any of the Released Claims.
Request to exclude yourself from or “Opt-Out” of the Settlement	If you do not want to participate in this Settlement, then you must exclude yourself from or “Opt-Out” of the Settlement, by writing to the Settlement Administrator by [RESPONSE DEADLINE] . If you choose to Opt-Out, then you will not receive any benefits under the Settlement nor will you release any claims against Defendant. If you also qualify as a PAGA Member, however, you may not Opt-Out of the PAGA component of the Settlement and will still receive an Individual PAGA Payment.
Object to the Settlement	If you wish to object to the Settlement, then you must either write to the Settlement Administrator by [RESPONSE DEADLINE] , about why you object to the Settlement, or object to the Settlement in person or through counsel at the Final Approval hearing . This option is available only if you do not Opt-Out of the Settlement. Please note that if you submit both a request to Opt-Out and an Objection, the request to Opt-Out will govern and the Objection will be deemed invalid.
Contest or dispute your Workweek or PAGA Pay Period credits	If you wish to contest or dispute the number of Workweek or PAGA Pay Period credits the Settlement Administrators intends on assigning to you for the purpose of calculating your share of the Settlement funds, then you must write to the Settlement Administrator by [RESPONSE DEADLINE] , about why you dispute the credits along with supporting documentation that you possess to support your dispute.

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Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class of persons (the "Class"):

All current or former non-exempt employees of Defendant employed in the State of California at any time from October 21, 2015 to March 31, 2021 ("Class Period").

According to Defendant's records, you are a member of the Class ("Class Member").

What is Action about?

Plaintiffs Shirley Goemaat and Rehana Baluch ("Plaintiffs") allege the following claims against Defendant on behalf of themselves and the Class: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices under California Business and Professions Code section 17200, *et seq*; (9) and civil penalties pursuant to the California Labor Code Private Attorneys General Act ("PAGA").

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with continued litigation. Defendant contends that its conduct is and has been lawful at all relevant times and that Plaintiffs' claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiffs and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that considering the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiffs' claims or Defendant's defenses.

Who are the attorneys representing the Class?

The attorneys representing the Class in the Action ("Class Counsel") are:

Class & Plaintiffs Goemaat and Baluch's Counsel

Taras Kick
THE KICK LAW FIRM, APC
815 Moraga Drive
[Los Angeles](#), California 90049
Telephone: (310) 395-2988
Facsimile: (310) 395-2088

Deleted: Orange County

What are the Settlement payment terms?

Subject to the Court's entry of a Final Approval Order, Defendant will pay no less than \$175,000.00 (the "Gross Settlement Amount") for: (1) Individual Settlement Payments to Class Members who do not Opt-out from the Settlement ("Participating Class Members"); (2) Settlement Administration Costs to the Settlement Administrator; (3) the PAGA Payment to the California Labor and Workforce Development Agency ("LWDA"); (4) Individual PAGA Payments to PAGA Members; (5) Class Representative Service Awards to Plaintiffs; (6) the Class Counsel Fee Award to Class Counsel; and (7) the Class Counsel Cost Award to Class Counsel.

Individual Settlement Payments. After deduction of the Settlement Administration Costs, the PAGA Payment to the LWDA, the PAGA Payment to PAGA Members, Class Representative Service Awards, the Class Counsel Fee Award and Cost Award from the Gross Settlement Amount, the remaining amount shall constitute the Net Settlement Amount. From this Net Settlement Amount, Defendant, through the Settlement Administrator, shall disburse Individual Settlement Payments to each Participating Class Member.

Individual PAGA Payments. If you worked for Defendant in the State of California as a non-exempt employee at any time from February 7, 2019 to March 24, 2021 ("PAGA Period"), then you may also be a PAGA Member. If you are a PAGA Member and the Settlement is finally approved, then you will be entitled to an Individual PAGA Payment. Because Individual PAGA Payments are "representative" in nature they do not constitute consideration offered or exchanged for the release of any Class Members' individual, private rights of action. This means PAGA Members cannot opt-out of the PAGA component of the Settlement, though they may otherwise Opt-Out of the Settlement and retain the right to sue Defendant individually for any other Released Claims.

If the Court finally approves the Settlement, then the Settlement Administrator shall mail the first of the payments no sooner than 75 days after the Final Approval Order and Final Judgment. If any Individual Settlement Payment checks and Individual PAGA Payment checks remain uncashed after 180 days from the Settlement Administrator's

initial bulk distribution, then the uncashed check shall be rendered void, transferred to Public Counsel, a non-profit organization, who, among other things, provides pro bono legal services at sites across California, and the Participating Class Member shall remain bound by the terms of the Settlement.

For tax reporting purposes, all Individual Settlement Payments shall be characterized twenty-five percent (25%) as wages, subject to IRS Form W-2 reporting, and seventy-five percent (75%) as non-wages, subject to IRS Form 1099 reporting. All Individual PAGA Payments shall be characterized one hundred percent (100%) as non-wages and be subject to IRS Form 1099 reporting. The Settlement Administrator shall deduct applicable local, state, and federal taxes from the wage portion of the Individual Settlement Payments only and shall issue IRS Form W-2s and IRS Forms 1099s with all Individual Settlement Payment and Individual PAGA Payment checks.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the local, state or federal tax consequences of payments to any Class Member.

Settlement Administration Costs, PAGA Payment to the LWDA, Class Representative Service Awards, and Class Counsel Attorneys' Fees and Costs. Subject to final Court approval, the following amounts shall be deducted from the Gross Settlement Amount before disbursement of Individual Settlement Payments. The Parties estimate that Settlement Administration Costs will not exceed \$10,000.00. A PAGA Payment of \$15,000.00 shall be paid to the LWDA for PAGA penalties. Individual PAGA Payments to PAGA Members of \$5,000.00 will be paid in aggregate to all PAGA Members based on their PAGA Pay Period credits. Class Representative Service Awards of up to \$10,000.00 shall be paid to each Plaintiff (for a total of \$20,000.00) for their efforts in prosecuting the Action on behalf of the Class. A Class Counsel Fee Award of at least \$58,333.33 or one-third (1/3) of the Gross Settlement Amount for attorneys' fees and a Class Counsel Cost Award of up to \$15,000.00 for reimbursement of reasonable costs incurred in the Action shall be paid to Class Counsel. After these deductions, the remaining amount shall constitute the "Net Settlement Amount" and shall be distributed to Participating Class Members.

How much money should you expect as an Individual Settlement Payment and an Individual PAGA Payment?

Individual Settlement Payment Calculations. The Settlement Administrator shall determine Individual Settlement Payment amounts by (1) dividing the Net Settlement Amount by the aggregate number of Workweek credits assigned to all Participating Class Members, resulting in the "Workweek Dollar Value" amount; and (2) multiplying the Workweek Dollar Value with the number of Workweek credits assigned to each Participating Class Member.

Workweek Credits. The Settlement Administrator shall credit each individual Participating Class Member with one (1) Workweek credit for every calendar week that the individual Participating Class Member worked at least one (1) day or is otherwise identifiable as Defendant's employee in the state of California during the Class Period. Presently, Defendant estimates that Class Members worked for Defendant during an aggregated 25,124 Workweeks.

Individual PAGA Payment Calculations. The Settlement Administrator shall determine Individual PAGA Payment amounts by (1) dividing the PAGA Payment to PAGA Members by the aggregate number of PAGA Pay Period credits assigned to all PAGA Members, resulting in the "PAGA Pay Period Dollar Value" amount; and (2) multiplying the PAGA Pay Period Dollar Value with the number of PAGA Pay Period credits assigned to each PAGA Member.

PAGA Pay Period Credits. The Settlement Administrator shall credit each individual PAGA Member with one (1) PAGA Pay Period credit to each individual PAGA Member semi-monthly period starting from the first day of each calendar month to the 15th day of that month and from the 16th day of a calendar month to the final day of that calendar month during which a PAGA Member worked at least one (1) day or is otherwise identifiable as Defendant's employee in the state of California in Defendant's records during the PAGA Period. Presently, Defendant estimates that PAGA Members worked for Defendant during an aggregated 11,780 Workweeks.

Your Preliminarily Assigned Workweeks and PAGA Pay Periods and Estimated Individual Settlement Payment and Individual PAGA Payment: Defendant has provided the Settlement Administrator with the dates all Class Members and PAGA Members worked during the Class Period and PAGA Period. Based on Defendant's records, the Settlement Administrator intends to credit you with the following Workweek and PAGA Pay Period credits:

<<Total Workweeks>> Workweek Credits

<<Total Workweeks>> PAGA Pay Period Credits

Based on the Preliminary Workweek Value of <<\$X.XX.00>> and the preliminary PAGA Pay Period Value of <<\$X.XX.00>>, **your estimated Individual Settlement Payment and estimated Individual PAGA Payment**

are:

<<EstSettPayment>> Individual Settlement Payment

<<EstPAGAPayment>> Individual PAGA Payment

Please note that the foregoing amount is only an estimate before all required legal deductions; your actual payment may be greater or smaller than the amount reported above.

Who are the Released Parties and what claims will be released by the proposed Settlement's Released Claims?

On the Effective Date, which is the date that the Class is served notice of the Court's entry of a Final Judgment in the manner specified by the Court and (i) sixty-five (65) days after the Court enters Final Judgment and no appeal, writ or other challenge to the finality of the judgment has been filed; or (ii) five (5) day after the day when all appeals, writs or other challenges to the Final Judgment have been resolved in a manner that affirms the finality of the judgment and the time for the filing of any further appeals, writs or other challenges has lapsed, whichever date is later, and Defendant's payment of the Gross Settlement Amount in full, Plaintiffs and each Participating Class Member shall be deemed to have fully, finally, and forever released:

- The "Released Parties" who consist of Defendant and all its present and former parent companies, subsidiaries, shareholders, owners, employees, officers, directors, agents, attorneys, insurers, successors and assigns, who could be held liable for any of the Released Claims.
- The "Released Claims" means all claims, rights, demands, liabilities and causes of action arising during the Class Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action, including the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements and maintain employment records; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices; and (9) civil penalties pursuant to PAGA and includes the release of PAGA Claims.

On the Effective Date, the State of California, by and through Plaintiff Goemaat, its deputized PAGA representative, shall be deemed to have settled and released all PAGA Claims against the Released Parties. "PAGA Claims" means all claims or causes of action under PAGA that could have been premised on the claims, causes of action, or legal theories of relief alleged in Plaintiffs' February 7, 2020 PAGA notice to the LWDA and Defendant in LWDA Case No. LWDA-CM-771404-20 and that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action including, but not limited to, for violations of the California Labor Code and California Industrial Welfare Commission Wage Orders.

What are my options in this matter?

You have four (4) options under this Settlement. You may: (A) do nothing and remain in the Class and receive an Individual Settlement Payment; (B) request to exclude yourself from or "Opt-Out" of the Settlement; (C) object to the Settlement; and (D) contest or dispute your Workweek or PAGA Pay Period credits.

All Opt-Out Requests, [written](#) Objections or Workweek/PAGA Pay Period Disputes must be submitted to the Settlement Administrator at: Settlement Administrator for *Goemaat, et al. v. Orange County Association for Mental Health, et al.*, P.O. Box [redacted], [City], [State] [Zip] by United States Mail, facsimile and/or in other written form by no later than [RESPONSE DEADLINE DATE]. The Settlement Administrator is authorized to communicate with you if you exercise any of these options under this Settlement. Additionally, unless you clearly state that you do not wish to be contacted by Class Counsel, Class Counsel may contact you to resolve any uncertainties about the validity of any Opt-Out Requests, Objections or Workweek/PAGA Pay Period Disputes you submit.

OPTION A. Do Nothing. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment under the proposed Settlement, then you do not need to take any action and you do not need to submit a claim form.

If you do nothing (for example, if you do not submit timely and valid Opt-Out Request), then you will remain in the Class, Class Counsel will represent you for the purposes of this Settlement at no direct cost, and you will be deemed to have consented to release the Released Claims described above as a Participating Class Member.

OPTION B. Request to Exclude Yourself from or "Opt-Out" of the Settlement. If you do not want to be part of the proposed Settlement, then you must submit a timely and valid written Opt-Out Request to the Settlement Administrator by [RESPONSE DEADLINE DATE] with the following information: (1) your full name; (2) your approximate dates of employment; (3) your contact information (e.g., current residential or personal mailing address

and home or personal telephone number); (4) **your statement in no exact words but, nevertheless, substantially in a form and substance indicating a desire to be excluded from the Settlement Agreement (e.g., “I wish to be excluded from the settlement.”; “I opt out from the settlement.”)**; and (5) your or your legal representative’s signature. If you submit a timely and valid written Opt-Out Request, then you will have no further role in the Action, you will not be entitled to any benefits to Class Members (though you may still be entitled to an Individual PAGA Payment, if you qualify) under the proposed Settlement and you will not be entitled or permitted to assert an Objection to the Settlement. If you submit both a request to Opt-Out and an Objection, the request to Opt-Out will govern and the Objection will be deemed invalid.

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If you do not submit an Opt-Out Request in the manner described above in time, then the Court may determine that you have not opted out, you may be deemed a Participating Class Member and you may be bound by the release of Released Claims as described above and all other terms of the Settlement. Subject to review by Class Counsel, Defendant’s Counsel and the Court, the Settlement Administrator shall determine whether an Opt-Out Request is in writing and whether the writing lacks any of the foregoing five (5) enumerated items, which may render the request null and void.

OPTION C. Object to the Settlement. You may object in writing to the settlement by timely submitting a written Objection to the Settlement Administrator by **[RESPONSE DEADLINE DATE]** with the following information: (1) your full name; (2) your approximate dates of employment; (3) your current contact information (e.g., a current residential or personal mailing address and home or personal telephone number); (4) your statement indicating the grounds for the objection; and (5) the your or your legal representative’s signature. Alternatively, you may object to the Settlement in person or through counsel at the Final Approval hearing on [FINAL APPROVAL HEARING DATE & TIME] in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. Class Counsel will not assist or represent you for the purposes of objecting to the Settlement. However, you may hire an attorney at your own expense to represent you in your objection. **If Court finally approves the Settlement despite any Objections, then you may and will likely be bound by the terms of the Settlement, including the release of Released Claims as set forth above.**

If you do not submit an Object in the manner described above in time, subject to review by Class Counsel, Defendant’s Counsel, and the Court, the Settlement Administrator shall determine whether a written objection is valid. If you have submitted a request to Opt-Out as described in Option B above, you will not be entitled or permitted to assert an Objection to the Settlement. If you submit both a request to Opt-Out and an Objection, the request to Opt-Out will govern and the Objection will be deemed invalid.

Deleted: The Court may, in its discretion, permit objections in person or through counsel at the Final Approval hearing, regardless of whether a written objection is submitted. ¶

OPTION D. Contest or Dispute Your Workweek or PAGA Pay Period Credits. If you disagree with the number of Workweek or PAGA Pay Period credits you have been assigned above, then you must submit a timely and valid written Workweek/PAGA Pay Period Dispute to the Settlement Administrator by **[RESPONSE DEADLINE DATE]** with the following information: (1) your full name; (2) your approximate dates of employment; (3) your current contact information (e.g., a current residential or personal mailing address and home or personal telephone number); (4) **a statement indicating the number of Workweeks and/or PAGA Pay Periods that you contend should be credited along with documentary evidence to support your contentions, if any;** and (5) your or your legal representative’s signature.

If you do not submit a Workweek/PAGA Pay Period Dispute in the manner described above in time, then the Court may determine that you have waived any challenge to the Workweek or PAGA Pay Period credits you have been assigned. Subject to review by Class Counsel, Defendant’s Counsel and the Court, the Settlement Administrator shall determine whether an objection is in writing and whether the writing lacks any of the foregoing five (5) enumerated items, which may render the Workweek/PAGA Pay Period dispute null and void.

In the event that there are any issues pertaining to Opt-Out Requests, Objections or Workweek/PAGA Pay Period Disputes, the Court will make the final determination and resolve such issues.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing **[FINAL APPROVAL HEARING DATE & TIME]** in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701 regarding the fairness, reasonableness and adequacy of the proposed Settlement. The Final Approval Hearing may be rescheduled without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of the Final Judgment may be provided by electronic posting on the Settlement Administrator’s website (**www.**) within seven (7) calendar days after entry of the Final Judgment or in another manner other than direct mailing to you.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details are in the Stipulation of Class and Representative Action Settlement, which, along with other records in the Action, is available on the Settlement Administrator's website (www.occourts.org). Documents may also be available for inspection and/or copying during regular business hours at the Court Clerk's Office or by visiting the Court's Case Access website at <https://www.occourts.org/online-services/case-access/>. Please visit the Court's website for more information about accessing documents via the "Civil Case Access" link by case number (01106371) and year (2019). You may also request a copy of the Settlement Agreement from Class Counsel, or contact Class Counsel with any questions, at the addresses and telephone numbers listed above.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

[FURTHER WITHHOLDINGS NOTICE]

The Settlement Administrator has identified you as a Class Member but has been unable to verify your social security number or tax identification number. If you do not complete the IRS Form W-9 enclosed with this Notice and return it to the Settlement Administrator, the Settlement Administrator may deduct additional withholdings from your Individual Settlement Payment. If you have any questions or concerns about completing and returning the enclosed IRS Form W-9, you may contact the Settlement Administrator to discuss other available options to verify your social security number or tax identification number.

[NEXT PAGE – IRS FORM W-9]

EXHIBIT 2

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Goemaat, et al. v. Orange County Association for Mental Health, et al., Orange County Superior Court, Case No. 30-2019-01106371-CU-BT- CXC

A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION BY A LAWYER. YOU ARE NOT BEING SUED.

IF YOU ARE OR WERE EMPLOYED BY ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME BETWEEN OCTOBER 21, 2015 AND MARCH 24, 2021, THEN THIS SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement” or “proposed Settlement”) has been reached in a class and representative action lawsuit entitled *Goemaat, et al. v. Orange County Association for Mental Health, et al.*, Orange County Superior Court, Case No. 30-2019-01106371-CU-BT- CXC (the “Action”). The purpose of this Notice of Class and Representative Action Settlement (“Class Notice”) is to summarize the Action and inform you of your rights and options under the proposed Settlement, which will resolve all claims in the Action on behalf of all Class Members, or non-exempt employees who worked for Defendant between October 21, 2015 and March 24, 2021. If you worked for Defendant between February 7, 2019 to March 24, 2021, you may also be a PAGA Member, whose rights and entitlements are discussed below. A formal Settlement Agreement is filed with the Court, a copy of which you may request, as described below. If there are any material inconsistencies between this notice and the Settlement Agreement, then subject to Court review, the provisions in the Settlement Agreement shall control.

A Final Approval Hearing concerning the Settlement will be held before the Honorable Peter Wilson on **[FINAL APPROVAL HEARING DATE & TIME]** in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, to determine whether the Settlement is fair, adequate, and reasonable. Because the date and time of the Final Approval Hearing may change without further notice you should contact the Settlement Administrator or Class Counsel for further updates.

AS A CLASS MEMBER, YOU MAY BE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED OR “OPT-OUT” FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do nothing	If you do nothing, then you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up various rights to pursue a separate legal action against Defendant Orange County Association for Mental Health (“Defendant”) and any Released Parties based on any of the Released Claims.
Request to exclude yourself from or “Opt-Out” of the Settlement	If you do not want to participate in this Settlement, then you must exclude yourself from or “Opt-Out” of the Settlement, by writing to the Settlement Administrator by [RESPONSE DEADLINE] . If you choose to Opt-Out, then you will not receive any benefits under the Settlement nor will you release any claims against Defendant. If you also qualify as a PAGA Member, however, you may not Opt-Out of the PAGA component of the Settlement and will still receive an Individual PAGA Payment.
Object to the Settlement	If you wish to object to the Settlement, then you must either write to the Settlement Administrator by [RESPONSE DEADLINE] , about why you object to the Settlement, or object to the Settlement in person or through counsel at the Final Approval hearing. This option is available only if you do not Opt-Out of the Settlement. Please note that if you submit both a request to Opt-Out and an Objection, the request to Opt-Out will govern and the Objection will be deemed invalid.
Contest or dispute your Workweek or PAGA Pay Period credits	If you wish to contest or dispute the number of Workweek or PAGA Pay Period credits the Settlement Administrators intends on assigning to you for the purpose of calculating your share of the Settlement funds, then you must write to the Settlement Administrator by [RESPONSE DEADLINE] , about why you dispute the credits along with supporting documentation that you possess to support your dispute.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class of persons (the “Class”):

All current or former non-exempt employees of Defendant employed in the State of California at any time from October 21, 2015 to March 31, 2021 (“Class Period”).

According to Defendant's records, you are a member of the Class (“Class Member”).

What is Action about?

Plaintiffs Shirley Goemaat and Rehana Baluch (“Plaintiffs”) allege the following claims against Defendant on behalf of themselves and the Class: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices under California Business and Professions Code section 17200, *et seq*; (9) and civil penalties pursuant to the California Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with continued litigation. Defendant contends that its conduct is and has been lawful at all relevant times and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s-length negotiations between Plaintiffs and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that considering the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses.

Who are the attorneys representing the Class?

The attorneys representing the Class in the Action (“Class Counsel”) are:

Class & Plaintiffs Goemaat and Baluch’s Counsel

Taras Kick

THE KICK LAW FIRM, APC

815 Moraga Drive

Los Angeles, California 90049

Telephone: (310) 395-2988

Facsimile: (310) 395-2088

What are the Settlement payment terms?

Subject to the Court's entry of a Final Approval Order, Defendant will pay no less than \$175,000.00 (the “Gross Settlement Amount”) for: (1) Individual Settlement Payments to Class Members who do not Opt-out from the Settlement (“Participating Class Members”); (2) Settlement Administration Costs to the Settlement Administrator; (3) the PAGA Payment to the California Labor and Workforce Development Agency (“LWDA”); (4) Individual PAGA Payments to PAGA Members; (5) Class Representative Service Awards to Plaintiffs; (6) the Class Counsel Fee Award to Class Counsel; and (7) the Class Counsel Cost Award to Class Counsel.

Individual Settlement Payments. After deduction of the Settlement Administration Costs, the PAGA Payment to the LWDA, the PAGA Payment to PAGA Members, Class Representative Service Awards, the Class Counsel Fee Award and Cost Award from the Gross Settlement Amount, the remaining amount shall constitute the Net Settlement Amount. From this Net Settlement Amount, Defendant, through the Settlement Administrator, shall disburse Individual Settlement Payments to each Participating Class Member.

Individual PAGA Payments. If you worked for Defendant in the State of California as a non-exempt employee at any time from February 7, 2019 to March 24, 2021 (“PAGA Period”), then you may also be a PAGA Member. If you are a PAGA Member and the Settlement is finally approved, then you will be entitled to an Individual PAGA Payment. Because Individual PAGA Payments are “representative” in nature they do not constitute consideration offered or exchanged for the release of any Class Members’ individual, private rights of action. This means PAGA Members cannot opt-out of the PAGA component of the Settlement, though they may otherwise Opt-Out of the Settlement and retain the right to sue Defendant individually for any other Released Claims.

If the Court finally approves the Settlement, then the Settlement Administrator shall mail the first of the payments no sooner than 75 days after the Final Approval Order and Final Judgment. If any Individual Settlement Payment checks and Individual PAGA Payment checks remain uncashed after 180 days from the Settlement Administrator’s

initial bulk distribution, then the uncashed check shall be rendered void, transferred to Public Counsel, a non-profit organization, who, among other things, provides pro bono legal services at sites across California, and the Participating Class Member shall remain bound by the terms of the Settlement.

For tax reporting purposes, all Individual Settlement Payments shall be characterized twenty-five percent (25%) as wages, subject to IRS Form W-2 reporting, and seventy-five percent (75%) as non-wages, subject to IRS Form 1099 reporting. All Individual PAGA Payments shall be characterized one hundred percent (100%) as non-wages and be subject to IRS Form 1099 reporting. The Settlement Administrator shall deduct applicable local, state, and federal taxes from the wage portion of the Individual Settlement Payments only and shall issue IRS Form W-2s and IRS Forms 1099s with all Individual Settlement Payment and Individual PAGA Payment checks.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the local, state or federal tax consequences of payments to any Class Member.

Settlement Administration Costs, PAGA Payment to the LWDA, Class Representative Service Awards, and Class Counsel Attorneys' Fees and Costs. Subject to final Court approval, the following amounts shall be deducted from the Gross Settlement Amount before disbursement of Individual Settlement Payments. The Parties estimate that Settlement Administration Costs will not exceed \$10,000.00. A PAGA Payment of \$15,000.00 shall be paid to the LWDA for PAGA penalties. Individual PAGA Payments to PAGA Members of \$5,000.00 will be paid in aggregate to all PAGA Members based on their PAGA Pay Period credits. Class Representative Service Awards of up to \$10,000.00 shall be paid to each Plaintiff (for a total of \$20,000.00) for their efforts in prosecuting the Action on behalf of the Class. A Class Counsel Fee Award of at least \$58,333.33 or one-third (1/3) of the Gross Settlement Amount for attorneys' fees and a Class Counsel Cost Award of up to \$15,000.00 for reimbursement of reasonable costs incurred in the Action shall be paid to Class Counsel. After these deductions, the remaining amount shall constitute the "Net Settlement Amount" and shall be distributed to Participating Class Members.

How much money should you expect as an Individual Settlement Payment and an Individual PAGA Payment?

Individual Settlement Payment Calculations. The Settlement Administrator shall determine Individual Settlement Payment amounts by (1) dividing the Net Settlement Amount by the aggregate number of Workweek credits assigned to all Participating Class Members, resulting in the "Workweek Dollar Value" amount; and (2) multiplying the Workweek Dollar Value with the number of Workweek credits assigned to each Participating Class Member.

Workweek Credits. The Settlement Administrator shall credit each individual Participating Class Member with one (1) Workweek credit for every calendar week that the individual Participating Class Member worked at least one (1) day or is otherwise identifiable as Defendant's employee in the state of California during the Class Period. Presently, Defendant estimates that Class Members worked for Defendant during an aggregated 25,124 Workweeks.

Individual PAGA Payment Calculations. The Settlement Administrator shall determine Individual PAGA Payment amounts by (1) dividing the PAGA Payment to PAGA Members by the aggregate number of PAGA Pay Period credits assigned to all PAGA Members, resulting in the "PAGA Pay Period Dollar Value" amount; and (2) multiplying the PAGA Pay Period Dollar Value with the number of PAGA Pay Period credits assigned to each PAGA Member.

PAGA Pay Period Credits. The Settlement Administrator shall credit each individual PAGA Member with one (1) PAGA Pay Period credit to each individual PAGA Member semi-monthly period starting from the first day of each calendar month to the 15th day of that month and from the 16th day of a calendar month to the final day of that calendar month during which a PAGA Member worked at least one (1) day or is otherwise identifiable as Defendant's employee in the state of California in Defendant's records during the PAGA Period. Presently, Defendant estimates that PAGA Members worked for Defendant during an aggregated 11,780 Workweeks.

Your Preliminarily Assigned Workweeks and PAGA Pay Periods and Estimated Individual Settlement Payment and Individual PAGA Payment: Defendant has provided the Settlement Administrator with the dates all Class Members and PAGA Members worked during the Class Period and PAGA Period. Based on Defendant's records, the Settlement Administrator intends to credit you with the following Workweek and PAGA Pay Period credits:

<<Total Workweeks>> Workweek Credits

<<Total Workweeks>> PAGA Pay Period Credits

Based on the Preliminary Workweek Value of <<\$X.XX.00>> and the preliminary PAGA Pay Period Value of <<\$X.XX.00>>, **your estimated Individual Settlement Payment and estimated Individual PAGA Payment**

are:

<<EstSettPayment>> **Individual Settlement Payment**

<<EstPAGAPayment>> **Individual PAGA Payment**

Please note that the foregoing amount is only an estimate before all required legal deductions; your actual payment may be greater or smaller than the amount reported above.

Who are the Released Parties and what claims will be released by the proposed Settlement's Released Claims?

On the Effective Date, which is the date that the Class is served notice of the Court's entry of a Final Judgment in the manner specified by the Court and (i) sixty-five (65) days after the Court enters Final Judgment and no appeal, writ or other challenge to the finality of the judgment has been filed; or (ii) five (5) day after the day when all appeals, writs or other challenges to the Final Judgment have been resolved in a manner that affirms the finality of the judgment and the time for the filing of any further appeals, writs or other challenges has lapsed, whichever date is later, and Defendant's payment of the Gross Settlement Amount in full, Plaintiffs and each Participating Class Member shall be deemed to have fully, finally, and forever released:

- The "Released Parties" who consist of Defendant and all its present and former parent companies, subsidiaries, shareholders, owners, employees, officers, directors, agents, attorneys, insurers, successors and assigns, who could be held liable for any of the Released Claims.
- The "Released Claims" means all claims, rights, demands, liabilities and causes of action arising during the Class Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action, including the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements and maintain employment records; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices; and (9) civil penalties pursuant to PAGA and includes the release of PAGA Claims.

On the Effective Date, the State of California, by and through Plaintiff Goemaat, its deputized PAGA representative, shall be deemed to have settled and released all PAGA Claims against the Released Parties. "PAGA Claims" means all claims or causes of action under PAGA that could have been premised on the claims, causes of action, or legal theories of relief alleged in Plaintiffs' February 7, 2020 PAGA notice to the LWDA and Defendant in LWDA Case No. LWDA-CM-771404-20 and that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action including, but not limited to, for violations of the California Labor Code and California Industrial Welfare Commission Wage Orders.

What are my options in this matter?

You have four (4) options under this Settlement. You may: (A) do nothing and remain in the Class and receive an Individual Settlement Payment; (B) request to exclude yourself from or "Opt-Out" of the Settlement; (C) object to the Settlement; and (D) contest or dispute your Workweek or PAGA Pay Period credits.

All Opt-Out Requests, written Objections or Workweek/PAGA Pay Period Disputes must be submitted to the Settlement Administrator at: Settlement Administrator for *Goemaat, et al. v. Orange County Association for Mental Health, et al.*, P.O. Box [redacted], [City], [State] [Zip] by United States Mail, facsimile and/or in other written form by no later than [RESPONSE DEADLINE DATE]. The Settlement Administrator is authorized to communicate with you if you exercise any of these options under this Settlement. Additionally, unless you clearly state that you do not wish to be contacted by Class Counsel, Class Counsel may contact you to resolve any uncertainties about the validity of any Opt-Out Requests, Objections or Workweek/PAGA Pay Period Disputes you submit.

OPTION A. Do Nothing. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment under the proposed Settlement, then **you do not need to take any action and you do not need to submit a claim form.**

If you do nothing (for example, if you do not submit timely and valid Opt-Out Request), then you will remain in the Class, Class Counsel will represent you for the purposes of this Settlement at no direct cost, and you will be deemed to have consented to release the Released Claims described above as a Participating Class Member.

OPTION B. Request to Exclude Yourself from or "Opt-Out" of the Settlement. If you do not want to be part of the proposed Settlement, then you must submit a timely and valid written Opt-Out Request to the Settlement Administrator by [RESPONSE DEADLINE DATE] with the following information: (1) your full name; (2) your approximate dates of employment; (3) your contact information (e.g., current residential or personal mailing address

and home or personal telephone number); (4) **your statement in no exact words but, nevertheless, substantially in a form and substance indicating a desire to be excluded from the Settlement Agreement (e.g., “I wish to be excluded from the settlement.”; “I opt out from the settlement.”)**; and (5) your or your legal representative’s signature. If you submit a timely and valid written Opt-Out Request, then you will have no further role in the Action, you will not be entitled to any benefits to Class Members (though you may still be entitled to an Individual PAGA Payment, if you qualify) under the proposed Settlement and you will not be entitled or permitted to assert an Objection to the Settlement. If you submit both a request to Opt-Out and an Objection, the request to Opt-Out will govern and the Objection will be deemed invalid.

If you do not submit an Opt-Out Request in the manner described above in time, then the Court may determine that you have not opted out, you may be deemed a Participating Class Member and you may be bound by the release of Released Claims as described above and all other terms of the Settlement. Subject to review by Class Counsel, Defendant’s Counsel and the Court, the Settlement Administrator shall determine whether an Opt-Out Request is in writing and whether the writing lacks any of the foregoing five (5) enumerated items, which may render the request null and void.

OPTION C. Object to the Settlement. You may object in writing to the settlement by timely submitting a written Objection to the Settlement Administrator by **[RESPONSE DEADLINE DATE]** with the following information: (1) your full name; (2) your approximate dates of employment; (3) your current contact information (e.g., a current residential or personal mailing address and home or personal telephone number); (4) your statement indicating the grounds for the objection; and (5) the your or your legal representative’s signature. Alternatively, you may object to the Settlement in person or through counsel at the Final Approval hearing on **[FINAL APPROVAL HEARING DATE & TIME]** in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. Class Counsel will not assist or represent you for the purposes of objecting to the Settlement. However, you may hire an attorney at your own expense to represent you in your objection. **If Court finally approves the Settlement despite any Objections, then you may and will likely be bound by the terms of the Settlement, including the release of Released Claims as set forth above.**

If you do not submit an Object in the manner described above in time, subject to review by Class Counsel, Defendant’s Counsel, and the Court, the Settlement Administrator shall determine whether a written objection is valid. If you have submitted a request to Opt-Out as described in Option B above, you will not be entitled or permitted to assert an Objection to the Settlement. If you submit both a request to Opt-Out and an Objection, the request to Opt-Out will govern and the Objection will be deemed invalid.

OPTION D. Contest or Dispute Your Workweek or PAGA Pay Period Credits. If you disagree with the number of Workweek or PAGA Pay Period credits you have been assigned above, then you must submit a timely and valid written Workweek/PAGA Pay Period Dispute to the Settlement Administrator by **[RESPONSE DEADLINE DATE]** with the following information: (1) your full name; (2) your approximate dates of employment; (3) your current contact information (e.g., a current residential or personal mailing address and home or personal telephone number); (4) **a statement indicating the number of Workweeks and/or PAGA Pay Periods that you contend should be credited along with documentary evidence to support your contentions, if any;** and (5) your or your legal representative’s signature.

If you do not submit a Workweek/PAGA Pay Period Dispute in the manner described above in time, then the Court may determine that you have waived any challenge to the Workweek or PAGA Pay Period credits you have been assigned. Subject to review by Class Counsel, Defendant’s Counsel and the Court, the Settlement Administrator shall determine whether an objection is in writing and whether the writing lacks any of the foregoing five (5) enumerated items, which may render the Workweek/PAGA Pay Period dispute null and void.

In the event that there are any issues pertaining to Opt-Out Requests, Objections or Workweek/PAGA Pay Period Disputes, the Court will make the final determination and resolve such issues.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing **[FINAL APPROVAL HEARING DATE & TIME]** in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701 regarding the fairness, reasonableness and adequacy of the proposed Settlement. The Final Approval Hearing may be rescheduled without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of the Final Judgment may be provided by electronic posting on the Settlement Administrator’s website (**www.**) within seven (7) calendar days after entry of the Final Judgment or in another manner other than direct mailing to you.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details are in the Stipulation of Class and Representative Action Settlement, which, along with other records in the Action, is available on the Settlement Administrator's website (www.occourts.org/online-services/case-access/). Documents may also be available for inspection and/or copying during regular business hours at the Court Clerk's Office or by visiting the Court's Case Access website at <https://www.occourts.org/online-services/case-access/>. Please visit the Court's website for more information about accessing documents via the "Civil Case Access" link by case number (01106371) and year (2019). You may also request a copy of the Settlement Agreement from Class Counsel, or contact Class Counsel with any questions, at the addresses and telephone numbers listed above.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

[FURTHER WITHHOLDINGS NOTICE]

The Settlement Administrator has identified you as a Class Member but has been unable to verify your social security number or tax identification number. If you do not complete the IRS Form W-9 enclosed with this Notice and return it to the Settlement Administrator, the Settlement Administrator may deduct additional withholdings from your Individual Settlement Payment. If you have any questions or concerns about completing and returning the enclosed IRS Form W-9, you may contact the Settlement Administrator to discuss other available options to verify your social security number or tax identification number.

[NEXT PAGE – IRS FORM W-9]

EXHIBIT 3

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE Y REPRESENTACIÓN

Goemaat, et al. v. Orange County Association for Mental Health, et al., Corte Superior del Condado de Orange,
Caso No. 30-2019-01106371-CU-BT- CXC

LA CORTE AUTORIZÓ ESTA NOTIFICACIÓN. ESTA NO ES UNA PETICIÓN DE UN ABOGADO. USTED NO ESTÁ SIENDO DEMANDADO.

SI TRABAJA O HA TRABAJADO PARA ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH COMO EMPLEADO NO EXENTO EN CALIFORNIA EN CUALQUIER MOMENTO ENTRE EL 21 DE OCTUBRE DEL 2015 Y EL 24 DE MARZO DEL 2021, ENTONCES ESTE ACUERDO PUEDE AFECTAR SUS DERECHOS.

¿Por qué debería leer esta notificación?

Se ha llegado a un acuerdo propuesto (el “Acuerdo” o “Acuerdo propuesto”) en el juicio de acción de clase y representación titulado *Goemaat, et al. v. Orange County Association for Mental Health, et al.*, Corte Superior del Condado de Orange, Caso No. 30-2019-01106371-CU-BT- CXC (la “Acción”). El propósito de esta Notificación de Acuerdo de Acción de Clase y Representación (“Notificación de Clase”) es resumir la Acción e informarle sus derechos y opciones en virtud del Acuerdo propuesto, que resolverá todos los reclamos en la Acción en nombre de todos los Miembros de la Clase o los empleados no exentos que trabajaron para el Demandado entre el 21 de octubre del 2015 y el 24 de marzo del 2021. Si trabajó para el Demandado entre el 7 de febrero del 2019 y el 24 de marzo del 2021, también puede ser Miembro de la PAGA, cuyos derechos y privilegios se analizan a continuación. Se presenta un Acuerdo formal ante la Corte, cuya copia puede solicitar, como se describe a continuación. Si hay alguna inconsistencia material entre esta notificación y el Acuerdo, entonces, sujeto a la revisión de la Corte, prevalecerán las disposiciones del Acuerdo.

Se celebrará una Audiencia de Homologación Definitiva con respecto al Acuerdo ante el Honorable Peter Wilson el [FECHA DE LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA] a las [HORA DE LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA] en el Departamento CX102 de la Corte Superior del Condado de Orange, ubicada en 751 West Santa Ana Boulevard, Santa Ana, California 92701, para determinar si el Acuerdo es justo, adecuado y razonable. Como la fecha y la hora de la Audiencia de Homologación Definitiva puede cambiar sin aviso previo, debe contactar al Administrador del Acuerdo o al Abogado de la Clase para más actualizaciones.

COMO MIEMBRO DE LA CLASE, USTED PUEDE SER ELEGIBLE PARA RECIBIR UN PAGO INDIVIDUAL DEL ACUERDO Y QUEDARÁ OBLIGADO A LA EXONERACIÓN DE RECLAMOS QUE SE DESCRIBE EN ESTA NOTIFICACIÓN Y AL ACUERDO PRESENTADO ANTE LA CORTE, A MENOS QUE SOLICITE OPORTUNAMENTE EXCLUIRSE DEL ACUERDO.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
No hacer nada	Si no hace nada, entonces será considerado parte de la Clase y recibirá los beneficios del acuerdo como se explica con más detalle a continuación. También renunciará a diferentes derechos para iniciar una acción legal por separado contra el Demandado Orange County Association for Mental Health (“Demandado”) y cualquiera de las Partes Exoneradas sobre la base de cualquier Reclamo
Solicitud de ser excluido o "excluirse" del Acuerdo	Si no desea participar en este Acuerdo, entonces debe excluirse del Acuerdo por escrito al Administrador del Acuerdo a más tardar [FECHA LÍMITE PARA LA RESPUESTA]. Si decide excluirse, entonces no recibirá beneficios en virtud del Acuerdo ni exonerará ningún reclamo contra el Demandado. Sin embargo, si también califica como miembro de la PAGA, no puede optar por no participar en el componente de la PAGA del Acuerdo y seguirá recibiendo un pago individual en
Oponerse al Acuerdo	Si desea oponerse al Acuerdo, entonces debe o escribir al Administrador del Acuerdo a más tardar [FECHA LÍMITE PARA LA RESPUESTA] explicando por qué se opone al Acuerdo, u oponerse al Acuerdo en persona o a través del abogado en la audiencia de Homologación final. Esta opción está disponible solo si no opta por no excluirse en el Acuerdo. Por favor tenga en cuenta que si presenta tanto una solicitud de Exclusión y una Oposición, la solicitud de Exclusión prevalecerá y la Oposición será considerada inválida.

Impugnar u oponerse a su Semana Laboral o créditos del Período de Pago	Si desea impugnar u oponerse el número de Semanas Laborales o créditos del Período de Pago en virtud de la PAGA que los Administradores del Acuerdo tienen la intención de asignarle con el fin de calcular su parte de los fondos del Acuerdo, luego debe escribirle al Administrador del Acuerdo a más tardar [FECHA LÍMITE PARA LA RESPUESTA], por qué se opone a los créditos junto con la documentación de respaldo que posee para apoyar la disputa.
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¿Quién se ve afectado por este Acuerdo propuesto?

La Corte ha certificado, únicamente con fines del acuerdo, la siguiente clase de personas (la "Clase"):

Todos los empleados no exentos actuales o exempleados del Demandado que trabajaron en el Estado de California en cualquier momento entre el 21 de octubre del 2015 y el 31 de marzo del 2021 ("Período de la Clase").

De acuerdo con los registros del Demandado, usted es miembro de la Clase ("Miembro de la Clase").

¿De qué se trata la Acción?

Las Demandantes Shirley Goemaat y Rehana Baluch ("Demandantes") alegan los siguientes reclamos contra el Demandado en su nombre y en el nombre de la Clase: (1) no pagar salarios mínimos; (2) no pagar salarios por horas extra; (3) no proporcionar períodos de comida correspondientes; (4) no proporcionar períodos de descanso correspondientes; (5) no reembolsar a los empleados por los gastos necesarios; (6) no proporcionar talones de cheque precisos y desglosados; (7) no pagar de manera oportuna todos los salarios adeudados al momento de despido o renuncia de los empleados; (8) prácticas comerciales injustas e ilegales conforme al Código de Negocios y Profesiones de California, artículo 17200, *et seq*; (9) y sanciones civiles conforme a la Ley de Procuraduría General Privada ("PAGA") del Código Laboral de California.

El Demandado niega toda responsabilidad y confía en que cuenta con sólidas defensas de hecho y de derecho para estos reclamos, pero reconoce los riesgos, distracciones y costos asociados con el litigio. El Demandado sostiene que su conducta es y ha sido lícita en todo momento relevante y que los reclamos de las Demandantes no tienen fundamento y no cumplen con los requisitos para la certificación de la clase.

Este Acuerdo es un acuerdo mutuo al que se llega de buena fe, luego de negociaciones en condiciones de igualdad entre las Demandantes y el Demandado (en adelante mencionados como las "Partes"), a través de sus abogados, y no constituye una admisión de responsabilidad por parte del Demandado. Ambas partes acuerdan que, considerando los riesgos y los gastos asociados con la litigación continua, el presente Acuerdo es justo, adecuado y razonable. Las Demandantes también creen que este Acuerdo es en el mejor interés de todos los Miembros de la Clase.

La Corte no se ha pronunciado sobre el fondo de la causa con respecto a reclamos de las Demandantes o las defensas del Demandado.

¿Quiénes son los abogados que representan a la Clase?

Los abogados que representan a las Partes en la Acción ("Abogados de la Clase") son:

Abogados de la Clase y de las Demandantes Goemaat y Baluch

Taras Kick

THE KICK LAW FIRM, APC

815 Moraga Drive

Los Angeles, California 90049

Teléfono: (310) 395-2988

Fax: (310) 395-2088

¿Cuáles son los términos del Acuerdo?

Sujeto a la Orden de Homologación Definitiva de la Corte, el Demandado pagará no menos de \$175,000.00 (el "Importe Bruto del Acuerdo") por: (1) Pagos Individuales del Acuerdo a los Miembros de la Clase que no se excluyeron del Acuerdo ("Miembros Participantes de la Clase"); (2) Costos de Administración del Acuerdo al Administrador del Acuerdo; (3) el Pago en virtud de la PAGA a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA"); (4) Pagos Individuales en virtud de la PAGA a los Miembros de la Clase; (5) Aumentos en el Pago para el Representante de la Clase a las Demandantes; (6) la Asignación para el Pago de Honorarios de Abogados a los Abogados de la Clase; y (7) la Asignación del Costo de los Abogados de la Clase para los Abogados de la Clase.

Pagos Individuales del Acuerdo. Después de la deducción de los Costos de Administración del Acuerdo, el Pago en virtud de la PAGA a la LWDA, el Pago en virtud de la PAGA a los Miembros de la PAGA, los Aumentos en el Pago a los Representantes de la Clase, la Asignación para el Pago de Honorarios y Costos a los Abogados de la Clase del Importe Bruto del Acuerdo, el importe restante constituirá el Importe Neto del Acuerdo. De este Importe Neto del Acuerdo, el Demandado, a través del Administrador del Acuerdo, distribuirá los Pagos Individuales del Acuerdo a cada Miembro Participante de la Clase.

Pago Individual en Virtud de la PAGA. Si usted trabajó para el Demandado en el Estado de California como empleado no exento en cualquier momento entre el 7 de febrero del 2019 y el 24 de marzo del 2021 (“Período de la PAGA”), entonces también puede ser un Miembro de la PAGA. Si usted es un Miembro de la PAGA y se homologa el Acuerdo de manera definitiva, entonces tendrá derecho a un Pago Individual en virtud de la PAGA. Debido a que los Pagos Individuales en virtud de la PAGA son de naturaleza "representativa", no constituyen una contraprestación ofrecida o intercambiada por la exoneración de los derechos de acción privados e individuales de los Miembros de la Clase. Esto significa que los Miembros de la PAGA no pueden excluirse del componente de la PAGA del Acuerdo, pero sí pueden excluirse del Acuerdo y retener el derecho de demandar al Demandado de manera individual por cualquier otro Reclamo Exonerado.

Si la Corte homologa de manera definitiva el Acuerdo, entonces el Administrador del Acuerdo enviará por correo el primero de los pagos a más tardar 75 días después de la Orden de Homologación Definitiva y Sentencia Definitiva. Si los cheques del Pago Individual del Acuerdo y los cheques del Pago Individual en virtud de la PAGA siguen sin cobrarse 180 días después de la distribución masiva inicial del Administrador del Acuerdo, entonces los cheques no cobrados serán anulados, se transferirán a Public Counsel, una organización sin fines de lucro que, entre otras cosas, brinda servicios legales pro bono en sitios en California, y el Miembro Participante de la Clase quedará vinculado a los términos del Acuerdo.

A los efectos de la declaración de impuestos, todos los Pagos Individuales del Acuerdo se caracterizarán en un veinticinco por ciento (25%) como salarios, sujeto a informe en el Formulario W-2 del IRS, y en setenta y cinco por ciento (75%) como no salarios, sujeto a informe en el Formulario 1099 del IRS. Todos los Pagos Individuales en virtud de la PAGA se caracterizarán cien por ciento (100%) como no salarios y estarán sujetos a informe en el Formulario 1099 del IRS. El Administrador del Acuerdo deducirá los impuestos locales, estatales y federales aplicables de la parte salarial de los Pagos Individuales del Acuerdo únicamente y emitirá los Formularios W-2 y 1099 del IRS con todos los cheques del Pago Individual del Acuerdo y el Pago Individual en virtud de la PAGA.

Ninguna de las Partes ni sus abogados realizan declaración alguna con respecto a las consecuencias impositivas de este acuerdo o su participación en él. Los Miembros de la Clase deben hablar con sus propios asesores impositivos sobre las consecuencias impositivas del Acuerdo. El Abogado de la Clase no puede ofrecer asesoramiento con respecto a las consecuencias impositivas locales, estatales o federales de los pagos a ningún Miembro de la Clase.

Costos de Administración del Acuerdo, Pago en virtud de la PAGA a la LWDA, Aumentos en el Pago a los Representantes de la Clase y honorarios y costos de abogados. Sujeto a la homologación definitiva de la Corte, los siguientes montos se deducirán del Importe Bruto del Acuerdo antes del desembolso para los Pagos Individuales del Acuerdo. Las Partes estiman que los costos de administración del Acuerdo no excederán los \$10,000.00. Se pagará un Pago en virtud de la PAGA de \$15,000.00 a la LWDA por sanciones en virtud de la PAGA. Se pagarán los Pagos Individuales en virtud de la PAGA de \$5,000.00 a los Miembros de la PAGA además a todos los Miembros de la PAGA sobre la base de sus créditos de Período de Pago en virtud de la PAGA. Se pagarán los Aumentos en el Pago a los Representantes de la Clase de hasta \$10,000.00 a cada Demandante (por un total de \$20,000.00) por sus esfuerzos en llevar adelante la Acción en nombre de la Clase. Se pagará a los Abogados de la Clase una Asignación por los Honorarios a los Abogados de la Clase de al menos \$58,333.33 o un tercio (1/3) del Importe Bruto del Acuerdo por honorarios de abogados y una Asignación del Costo de los Abogados de la Clase de hasta \$15,000.00 para el reembolso de los costos razonables incurridos en la Acción. Después de estas deducciones, el monto restante constituirá el “Importe Neto del Acuerdo” y se distribuirá a los Miembros Participantes de la Clase.

¿Cuánto dinero debe esperar como Pago Individual del Acuerdo y como Pago Individual en virtud de la PAGA?

Cálculos del Pago Individual del Acuerdo. El Administrador del Acuerdo determinará los importes del Pago Individual del Acuerdo (1) dividiendo el Importe Neto del Acuerdo por el número agregado de los créditos de Semanas Laborales asignados a todos los Miembros Participantes de la Clase, lo que resulta en el “Valor en Dólares de la Semana Laboral”; y (2) multiplicando el Valor en Dólares de la Semana Laboral con el número de créditos de Semanas Laborales asignados

a cada Miembro Participante de la Clase.

Créditos de Semanas Laborales. El Administrador del Acuerdo acreditará a cada Miembro Individual Participante de la Clase un (1) crédito de Semana Laboral por cada semana calendario que el Miembro Participante de la Clase haya trabajado al menos un (1) día o que se identifique como empleado del Demandado en el estado de California durante el Período de la Clase. En la actualidad, el Demandado estima que los Miembros de la Clase trabajaron para el Demandado en total 25,124 Semanas Laborales.

Cálculos del Pago Individual en virtud de la PAGA. El Administrador del Acuerdo determinará los importes del Pago Individual en virtud de la PAGA (1) dividiendo el Pago en virtud de la PAGA a los Miembros de la PAGA por el número total de créditos de Período de Pago en virtud de la PAGA asignados a todos los Miembros de la PAGA, lo que resulta en el “Valor en Dólares del Período de Pago en virtud de la PAGA con el número de créditos de Período de Pago en virtud de la PAGA asignados a cada Miembro de la PAGA.

Créditos de Períodos de Pago en virtud de la PAGA. El Administrador del Acuerdo acreditará a cada Miembro Individual de la PAGA un (1) crédito de Período de Pago en virtud de la PAGA a cada período bimensual del Miembro de Individual de la PAGA a partir del primer día de cada mes calendario hasta el día 15 de ese mes y desde el día 16 de un mes calendario hasta el último día de ese mes calendario durante el cual un Miembro de la PAGA trabajó al menos un (1) día o se identifica como empleado del Demandado en el estado de California en los registros del Demandado durante el Período de la PAGA. En la actualidad, el Demandado estima que los Miembros de la PAGA trabajaron para el Demandado en total 11,780 Semanas Laborales.

Sus Semanas Laborales asignadas de manera preliminar y Períodos de Pago en virtud de la PAGA y el Pago Individual del Acuerdo y el Pago Individual en virtud de la PAGA estimados: El Demandado ha proporcionado al Administrador del Acuerdo las fechas en que todos los Miembros de la Clase y los Miembros de la PAGA trabajaron durante el Período de la Clase y el Período de la PAGA. Sobre la base de los registros del Demandado, el Administrador del Acuerdo tiene la intención de acreditarle los siguientes créditos de Semanas Laborales y Períodos de Pago en virtud de la PAGA:

<<Total de Semanas Laborales>> Créditos de Semanas Laborales

<<Total de Semanas Laborales>> Créditos de Períodos de Pago en virtud de la PAGA.

Sobre la base del valor de la Semana Laboral preliminar de <<\$X.XX.00>> y el valor del Período de Pago en virtud de la PAGA preliminar de <<\$X.XX.00>>, **su Pago Individual del Acuerdo estimado y su Pago Individual en Virtud de la PAGA estimado son:**

<<EstSettPayment>> **Pago Individual del Acuerdo**

<<EstPAGAPayment>> **Pago Individual en virtud de la PAGA**

Tenga en cuenta que el importe anterior es solo una estimación antes de todas las deducciones legales requeridas; su pago real puede ser mayor o menor que la cantidad informada más arriba.

¿Quiénes son las Partes Exoneradas y qué reclamos serán exonerados por los Reclamos Exonerados del Acuerdo propuesto?

En la Fecha de Entrada en Vigencia, que es la fecha en que la Clase recibe notificación del registro de la Sentencia Definitiva en la manera especificada por la Corte y (i) sesenta y cinco (65) días después de que la Corte dicte la Sentencia Definitiva y no haya apelación, se ha presentado escrito u otra impugnación de la firmeza de la sentencia; o (ii) cinco (5) días después del día cuando todas las apelaciones, escritos u otra impugnación a la Sentencia Definitiva se hayan resuelto de una manera que afirme la firmeza de la sentencia y el momento para la presentación de cualquier otra apelación, escritos u otras impugnaciones hayan caducado, la fecha que sea posterior, y el pago completo del Demandado del Importe Bruto del Acuerdo, se considerará que las Demandantes y cada Miembro Participante de la Clase exoneran completamente, finalmente y para siempre:

- Las “Partes Exoneradas” que consisten en el Demandado y todas sus compañías matrices, subsidiarias, accionistas, propietarios, empleados, funcionarios, directores, agentes, abogados, aseguradores, sucesores y cesionarios actuales y anteriores, que podrían ser responsables de cualquiera de los Reclamos Exonerados.
- Los “Reclamos Exonerados” Son todos los reclamos, derechos, demandas, responsabilidades y causas de acción que surgieron durante el Período de la Clase que fueron alegados o podrían haber sido alegados de manera razonable sobre la base de los hechos afirmados en la demanda vigente en la Acción, incluidos los siguientes

reclamos o causas de acción: (1) no pagar salarios mínimos; (2) no pagar salarios por horas extra; (3) no proporcionar períodos de comida correspondientes; (4) no proporcionar períodos de descanso correspondientes; (5) no reembolsar a los empleados por los gastos necesarios incurridos en el desempeño de las tareas; (6) no proporcionar talones de cheque precisos y desglosados y mantener registros de empleo; (7) no pagar de manera oportuna todos los salarios adeudados al momento de despido o renuncia de los empleados; (8) prácticas comerciales injustas e ilegales; y (9) sanciones civiles conforme a la PAGA e incluye la exoneración de los Reclamos en virtud de la PAGA.

En la Fecha de Entrada en Vigencia, se considerará que el Estado de California, por y a través de la Demandante Goemaat, su representante delegada de la PAGA, ha resuelto y exonerado todos los Reclamos en virtud de la PAGA contra las Partes Exoneradas. "Reclamos de la PAGA" se refiere a todos los reclamos o causas de acción en virtud de la PAGA que podrían haberse basado en los reclamos, causas de acción o teorías legales de reparación alegadas en la notificación de la PAGA a la LWDA de las Demandantes del 7 de febrero del 2020 y al Demandado en el Caso No. LWDA-CM-771404-20 de la LWDA y que fueron alegados o podrían haber sido alegados de manera razonable sobre la base de los hechos afirmados en la demanda vigente en la Acción, incluidos, entre otros, violaciones del Código Laboral de California y las Órdenes Salariales de la Comisión de Bienestar Industrial de California.

¿Cuáles son mis opciones en este asunto?

Tiene cuatro (4) opciones en virtud del Acuerdo: Usted puede: (A) no hacer nada y permanecer en la Clase y recibir un Pago Individual del Acuerdo; (B) solicitar su exclusión o "excluirse" del Acuerdo; (C) oponerse al Acuerdo; y (D) impugnar u oponerse a sus créditos de Semanas Laborales o Períodos de Pago en virtud de la PAGA.

Todas las Solicitudes de Exclusión, Oposiciones o Disputas con respecto a las Semanas Laborales/Período de Pago en virtud de la PAGA escritas deben presentarse al Administrador del Acuerdo en: Administrador del Acuerdo para *Goemaat, et al. v. Orange County Association for Mental Health, et al.*, P.O. Box _____, [Ciudad], [Estado] [Código postal] por Correo de los Estados Unidos, fax y/o en otra forma escrita a más tardar para [FECHA LÍMITE PARA LA RESPUESTA]. El Administrador del Acuerdo está autorizado a comunicarse con usted si ejerce cualquiera de estas opciones en virtud de este Acuerdo. Además, a menos que indique claramente que no desea que los Abogados de la Clase se comuniquen con usted, los Abogados de la Clase pueden comunicarse con usted para resolver cualquier duda sobre la validez de cualquier Solicitud de Exclusión, Oposiciones o Disputas con respecto a las Semanas Laborales/Período de Pago en virtud de la PAGA que envíe.

OPCIÓN A. No hacer nada. Si desea permanecer en la Clase y ser elegible para recibir un Pago Individual del Acuerdo en virtud del Acuerdo propuesto, entonces **no necesita tomar ninguna acción y no necesita presentar un formulario de reclamo.**

Si no hace nada (por ejemplo, si no presenta una Solicitud de Exclusión válida y oportuna), permanecerá en la Clase, los Abogados de la Clase lo representarán a los fines de este Acuerdo sin costo directo y se considerará que usted ha dado su consentimiento para exonerar los Reclamos Exonerados como se indica arriba como Miembro Participante de la Clase.

OPCIÓN B. Solicitud de ser excluido o "excluirse" del Acuerdo. Si no desea ser parte del Acuerdo propuesto, entonces debe presentar una Solicitud de Exclusión oportuna y válida por escrito al Administrador del Acuerdo a más tardar [FECHA LÍMITE PARA LA RESPUESTA] con la siguiente información: (1) su nombre completo; (2) sus fechas aproximadas de empleo; (3) su información de contacto (p. ej., dirección residencial o personal actual y número de teléfono particular o personal); (4) **su declaración que no sea en palabras exactas pero, sin embargo, sustancialmente en una forma y sustancia que indique un deseo de ser excluido del Acuerdo (p. ej., "Deseo ser excluido del acuerdo"; "Me excluyo del acuerdo")**; y (5) su firma o la firma de su representante legal. Si presenta una Solicitud de Exclusión oportuna y válida por escrito, entonces no tendrá más roles en la Acción, no tendrá derecho a ningún beneficio para los Miembros de la Clase (aunque aún puede tener derecho a un Pago Individual en virtud de la PAGA, si califica) en virtud del Acuerdo propuesto y no tendrá derecho o permiso para hacer valer una Oposición al Acuerdo. Si presenta tanto una solicitud de Exclusión y una Oposición, la solicitud de Exclusión prevalecerá y la Oposición será considerada inválida.

Si no presenta una Solicitud de Exclusión de la manera que se indica arriba oportunamente, entonces la Corte puede determinar que no se ha excluido, podrá ser considerado Miembro Participante de la Clase y podrá quedar sujeto a la exoneración de los Reclamos Exonerados como se describe arriba y todos los demás términos del Acuerdo. Sujeto a revisión del Abogado de la Clase, el Abogado del Demandado y la Corte, el Administrador del Acuerdo determinará si una Solicitud de Exclusión se presenta de manera escrita y si dicho escrito carece de los cinco (5) puntos enumerados

anteriormente, lo que puede hacer que la solicitud se considere nula e inválida.

OPCIÓN C. Oponerse al acuerdo. Puede oponerse por escrito al Acuerdo si envía una Oposición en forma escrita y oportuna al Administrador del Acuerdo antes del [FECHA LÍMITE PARA LA RESPUESTA] con la siguiente información: (1) su nombre completo; (2) sus fechas aproximadas de empleo; (3) su información de contacto actual (por ej., una dirección de correspondencia actual de residencia o personal y el número de teléfono del hogar o personal); (4) su afirmación que indique el fundamento de la oposición; y (5) su firma o la de su representante legal. De manera alternativa, puede oponerse al Acuerdo en persona o a través del abogado en la Audiencia de Homologación Definitiva el [FECHA Y HORA DE LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA] en el Departamento CX102 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Boulevard, Santa Ana, California 92701. El Abogado de la Clase no lo asistirá ni representará a los efectos de realizar oposiciones al Acuerdo. Sin embargo, puede contratar a un abogado a cargo suyo para que lo represente en su oposición. **Si la Corte homologa finalmente el Acuerdo a pesar de toda Oposición, entonces es posible y probablemente quedará obligado por los términos del Acuerdo, lo que incluye la exoneración de los Reclamos Exonerados como se indicó anteriormente.**

Si no presenta una Oposición por escrito de la forma descrita anteriormente a tiempo, sujeto a revisión del Abogado de la Clase, el Abogado del Demandado y la Corte, el Administrador del Acuerdo determinará si la oposición escrita es válida.

Si ha presentado una solicitud de Exclusión según se describe en la Opción B más arriba, no tendrá derecho ni se le permitirá afirmar una Oposición al Acuerdo. Si presenta tanto una solicitud de Exclusión y una Oposición, la solicitud de Exclusión prevalecerá y la Oposición será considerada inválida.

OPCIÓN D. Oponerse o disputar sus créditos de semanas laborales o período de pago en virtud de la PAGA: Si no está de acuerdo con la cantidad de créditos de Semanas Laborales o Períodos de Pago en virtud de la paga que se le asignaron anteriormente, debe enviar una Disputa de Semanas Laborales/Período de Pago en virtud de la Paga escrita, válida y oportuna al Administrador del Acuerdo antes de [FECHA LÍMITE PARA LA RESPUESTA], con la siguiente información: (1) su nombre completo; (2) sus fechas aproximadas de empleo; (3) su información de contacto actual (por ej., una dirección de correspondencia actual de residencia o personal y el número de teléfono del hogar o personal); (4) **una declaración que indique la cantidad de Semanas Laborales y/o Períodos de Pago en virtud de la PAGA que usted considera deberían acreditarse junto con pruebas documentales para avalar su impugnación, si las hubiere;** y (5) su firma o la de su representante legal.

Si no presenta una Disputa de Semanas Laborales/Período de Pago en virtud de la Paga como se describe arriba a tiempo, la Corte podrá determinar que renunció a toda impugnación a los créditos de Semanas Laborales o Período de Pago en virtud de la PAGA que se le asignaron. Sujeto a revisión del Abogado de la Clase, el Abogado del Demandado y la Corte, el Administrador del Acuerdo determinará si una oposición se presenta de manera escrita y si dicho escrito tiene o no los cinco (5) puntos enumerados anteriormente, lo que puede hacer que la disputa de Semanas Laborales/Período de Pago en virtud de la Paga se considere nula e inválida.

En el caso de que haya cualquier asunto relativo a las Solicitudes de Exclusión, Oposiciones o Disputas con respecto a las Semanas Laborales/Período de Pago en virtud de la PAGA la Corte tomará una determinación definitiva y resolverá dichos asuntos.

¿Cuál es el próximo paso en la homologación del Acuerdo?

La Corte celebrará una Audiencia de Homologación Definitiva el [FECHA DE LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA] a las [HORA DE LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA] en el Departamento CX102 de la Corte Superior del Condado de Orange, ubicada en 751 West Santa Ana Boulevard, Santa Ana, California 92701, para determinar si el Acuerdo propuesto es justo, razonable y adecuado. La Audiencia de Homologación Definitiva puede reprogramarse sin previo aviso a los Miembros de la Clase. No es necesario que asista a la Audiencia de Homologación Final para recibir el Pago Individual del Acuerdo.

Si la Corte concede la homologación definitiva del Acuerdo, se suministrará notificación de la Sentencia Final mediante publicación electrónica en el sitio web del Administrador del Acuerdo (www.) dentro de los siete (7) días calendarios posteriores al registro de la Sentencia Final o de alguna otra forma, pero no mediante un correo directamente

dirigido a usted.

¿Cómo puedo obtener información adicional?

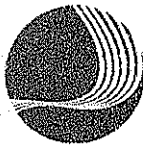
La presente Notificación de Clase constituye un resumen de la Acción y de los términos básicos del Acuerdo. Encontrará más detalles en la Estipulación del Acuerdo de Acción de Clase y Representación que, junto con otros registros en la Acción, está disponible en el sitio web del Administrador del Acuerdo (www.occourts.org). Los documentos también estarán disponibles para su inspección y/o copia durante el horario comercial habitual en la Oficina del Secretario de la Corte o visitando el sitio web de Acceso a Casos de la Corte en <https://www.occourts.org/online-services/case-access/>. Visite el sitio web de la Corte para más información sobre cómo acceder a los documentos a través del enlace de “Acceso a Casos Civiles” con el número de caso (01106371) y el año (2019). También podrá solicitar una copia del Acuerdo del Abogado de la Clase, o contactar al Abogado de la Clase con cualquier pregunta, en las direcciones y números de teléfono indicados anteriormente.

POR FAVOR, NO CONTACTE A LA CORTE PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

NOTIFICACIÓN DE RETENCIONES ADICIONALES

El Administrador del Acuerdo lo identificó como Miembro de la Clase pero no pudo verificar su número de seguro social ni su número de identificación fiscal. Si no completa el Formulario W-9 del IRS adjunto con esta Notificación y lo devuelve al Administrador del Acuerdo, el Administrador del Acuerdo podrá deducir retenciones adicionales de su Pago Individual del Acuerdo. Si tiene preguntas o dudas para completar y devolver el formulario W-9 del IRS adjunto, puede contactar al Administrador del Acuerdo para conversar otras opciones disponibles para verificar su número de seguro social o número de identificación fiscal.

[PRÓXIMA PÁGINA - FORMULARIO W-9 del IRS]



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- I affirm that such translation has been prepared by a duly qualified translator, who has confirmed that such translation is, to the best of their knowledge and belief, a true and accurate translation in Spanish of the corresponding English document.
- I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Notwithstanding the foregoing affirmations, no liability is assumed for errors and omissions in the translation of the attached document.
- Executed on this Twentieth day of July, 2022 at Los Angeles, California.

REUBEN TRUJEQUE
AMERICAN LANGUAGE SERVICES

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TEL (310) 829-0741 FAX (310) 829-3222
translation@alsglobal.net
www.alsglobal.net

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State of California

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on
this 20th day of July, 2022, by
Date Month Year



(1) REUBEN TRUJEQUE

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

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[Signature]
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EXHIBIT 4

1 Taras Kick (Cal. SBN 143379)

2 taras@kicklawfirm.com

3 Karen L. Wallace (SBN 272309)

4 karen@kicklawfirm.com

5 [Greg Taylor \(SBN 315128\)](mailto:greg@kicklawfirm.com)

6 greg@kicklawfirm.com

7 **THE KICK LAW FIRM, APC**

8 815 Moraga Drive

9 [Los Angeles](#), California 90049

10 Telephone: (310) 395-2988

11 Facsimile: (310) 395-2088

12 Attorneys for Plaintiffs SHIRLEY GOEMAAT

13 and REHANA BALUCH, individually, and on

14 behalf of all others similarly situated and

15 aggrieved

16 Steven C. Amundson, Esq. (Cal. SBN 218507)

17 sca@manningllp.com

18 Alina Sookasian, Esq. (Cal. SBN 311837)

19 aws@manningllp.com

20 **MANNING & KASS ELLROD, RAMIREZ, TRESTER LLP**

21 801 South Figueroa Street, 15th Floor

22 [Los Angeles](#), California 90017

23 Telephone: (213) 624-6900

24 Facsimile: (213) 624-6999

25 Attorneys for Defendant ORANGE COUNTY

26 ASSOCIATION FOR MENTAL HEALTH,

27 a California Corporation

28 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

SHIRLEY GOEMAAT and REHANA
BALUCH, individually, and on behalf of
others similarly situated and aggrieved,

Plaintiffs,

vs.

ORANGE COUNTY ASSOCIATION FOR
MENTAL HEALTH, a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2019-01106371-CU-BT- CXC

*[Assigned for all purposes to the Hon. Peter
Wilson, Dept. CX102]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Complaint filed: October 21, 2019

FAC filed: June 12, 2020

Trial date: None set

Deleted: Orange County

Deleted: Orange County

[PROPOSED] ORDER

Plaintiffs’ unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”) came on for hearing before this Court on [August 4, 2022](#), at 2:00 p.m. The Court, having reviewed the Motion and declarations filed in support thereof, including the Stipulation of Coordinated Class and Representative Action Settlement (“Agreement”) [attached as Exhibit A](#), the parties’ Amendment [to the Agreement \(“Amendment”\) attached as Exhibit B](#), the Notice of Class and Representative Action Settlement (“Class Notice”) attached as Exhibit [C](#), [and a certified Spanish translation of the Class Notice attached as Exhibit D](#), and for good cause shown, the Court hereby

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Deleted: ”),

Deleted: thereto, and the revised

Deleted: 2 and Exhibit 3 to the Supplemental Declaration

Deleted: Taras Kick

ORDERS as follows:

1. The Court GRANTS preliminary approval of the settlement as set forth in the Agreement, as amended, and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at the Final Approval Hearing. For purposes of the settlement, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following “Class” defined as follows:

All current or former non-exempt employees of Defendant employed in the State of California at any time from October 21, 2015 to March 31, 2021 (“Class Period”)

2. The Court notes further that the PAGA component of the proposed Settlement and Release shall potentially bind the State of California with respect to the following persons:

All current or former non-exempt employees of Defendant employed in the State of California at any time from February 7, 2019 to March 31, 2021 (“PAGA Period”)

3. For settlement purposes only, the Court designates Plaintiff Shirley Goemaat and Plaintiff Rehana Baluch as Class Representatives.

4. For settlement purposes only, the Court appoints Taras Kick and Karen L. Wallace of The Kick Law Firm, APC as Class Counsel.

5. The Court appoints Simpluris, Inc. as the Settlement Administrator.

1 6. A Final Approval Hearing on the question of whether the proposed Settlement should
2 be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in
3 Department CX102 of this Court, located at 751 West Santa Ana Boulevard, Santa Ana, California
4 92701, on _____, at _____ a.m./p.m.

5 7. At the Final Approval Hearing, the Court will consider among other things: (a)
6 whether the Settlement should be approved as fair, reasonable, and adequate for the Class; (b) whether
7 a judgment granting final approval of the settlement should be entered; and (c) whether Plaintiffs'
8 application for Class Representative Service Awards and an award of attorney's fees and costs should
9 be granted.

10 8. Counsel for the parties shall file memoranda, declarations, or other statements and
11 materials in support of their request for final approval and an award of attorneys' fees and costs at
12 least sixteen (16) court days before the Final Approval Hearing.

13 9. The Court approves, as to form and content, the Class Notice attached as Exhibit [C](#).
14 The Court also approves the certified Spanish translation of the Class Notice attached as Exhibit [D](#).

Deleted: 3 to the Supplemental Kick Declaration filed on
May 31, 2022.

Deleted: 1 to the Further Supplemental Kick declaration
filed on June 3, 2022

15 10. The Court finds that the forms of notice to the Class regarding the pendency of the
16 action and of the proposed Settlement and the methods of giving notice to Class Members constitute
17 the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to
18 all Class Members. They comply fully with the requirements of California Code of Civil Procedure
19 section 382, California Civil Code section 1781, California Rules of Court, Rules 3.766 and 3.769,
20 the California and United States Constitutions and other applicable law.

21 11. The Court further approves the procedures, as set forth in the Agreement and the Class
22 Notice, as amended, for Class Members to opt out of or object to the proposed Settlement or to dispute
23 assigned Workweek or PAGA Pay Period credits.

24 12. The Court [preliminarily](#) approves the following disbursements, as set forth in the
25 Agreement: 1) a "PAGA Payment" in the amount of Twenty Thousand Dollars (\$20,000), payable
26 from the Gross Settlement Amount ("GSA") to the LWDA and PAGA Members, of which seventy-
27 five percent (75%) shall be distributed to the LWDA and twenty-five percent (25%) to PAGA
28 Members on a pro rata basis; 2) "Settlement Administration Costs" in an amount not to exceed Ten

1 Thousand Dollars (\$10,000), payable from the GSA and due to the Settlement Administrator for the
2 Settlement Administrator's administration of the notice and distribution process pursuant to the
3 Agreement and this Court's orders; 3) "Service Awards" in an amount not to exceed Ten Thousand
4 Dollars (\$10,00), made payable to each Plaintiff, for a total of Twenty Thousand Dollars (\$20,000),
5 payable from the GSA, separate from any Individual Settlement Payment and Individual PAGA
6 Payment, for Plaintiffs' efforts and risks in bringing and resolving the action; 4) a "Class Counsel Fee
7 Award" in the amount of Fifty-Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-
8 Three Cents (\$58,333.33) or one-third (1/3) of the GSA, whichever is greater, payable from the GSA
9 and due to Class Counsel as reasonable attorneys' fees for litigating and resolving the action; and 5)
10 a "Class Counsel Cost Award" in an amount not to exceed Fifteen Thousand Dollars (\$15,000),
11 payable from the GSA and due to Class Counsel for reimbursement of reasonable litigation expenses
12 incurred.

13 13. The Parties are ordered to carry out the proposed Settlement according to the terms of
14 the Agreement. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
15 connection with the administration of the Settlement that are not materially inconsistent with either
16 this Order or the terms of the Agreement.

17 14. Pending the Final Approval Hearing, all proceedings in the action, other than those
18 necessary to carry out or enforce the terms and conditions of the Agreement and this Order, are stayed.

19 15. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Last day for Defendant to provide Class List Information to Settlement Administrator.	_____ [date] (Seven (7) days after preliminary approval)
Last day for Settlement Administrator to mail Class Notice to Class Members ("Notice Date").	_____ [date] (14 days after receipt of Class List; 21 days after preliminary approval)
Last day for Class Members to postmark or submit Opt-Out Requests, Objections or	_____ [date]

1	Workweek/PAGA Pay Period Disputes to the Settlement (“Response Deadline”).	(60 days after Class Notice Mailing Date; 81
2		days after preliminary approval)
3	Last day for Settlement Administrator to provide Parties with list of all Class Members who submitted valid Opt-Out Request, Objections or Workweek/PAGA Pay Period Disputes.	_____ [date]
4		(10 days after Response Deadline; 91 days after preliminary approval)
5	Last day for parties to file motion and supporting documents for final approval of class and representative action settlement with the Court and submit to the LWDA.	_____ [date]
6		(16 court days before Final Approval Hearing)
7	Final Approval Hearing.	_____ [date] at
8		_____ [time]
9		(120 days after preliminary approval)

IT IS SO ORDERED.

DATED: _____

THE HONORABLE PETER WILSON
JUDGE OF THE SUPERIOR COURT

EXHIBIT 5

Taras Kick (Cal. SBN 143379)

taras@kicklawfirm.com

Karen L. Wallace (SBN 272309)

karen@kicklawfirm.com

Greg Taylor (SBN 315128)

greg@kicklawfirm.com

THE KICK LAW FIRM, APC

815 Moraga Drive

Los Angeles, California 90049

Telephone: (310) 395-2988

Facsimile: (310) 395-2088

Attorneys for Plaintiffs SHIRLEY GOEMAAT
and REHANA BALUCH, individually, and on
behalf of all others similarly situated and
aggrieved

Steven C. Amundson, Esq. (Cal. SBN 218507)

sca@manningllp.com

Alina Sookasian, Esq. (Cal. SBN 311837)

aws@manningllp.com

MANNING & KASS ELLROD, RAMIREZ, TRESTER LLP

801 South Figueroa Street, 15th Floor

Los Angeles, California 90017

Telephone: (213) 624-6900

Facsimile: (213) 624-6999

Attorneys for Defendant ORANGE COUNTY
ASSOCIATION FOR MENTAL HEALTH,
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

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Case No.: 30-2019-01106371-CU-BT- CXC

*[Assigned for all purposes to the Hon. Peter
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**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
STIPULATION OF CLASS AND
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1 **[PROPOSED] ORDER**

2 Plaintiffs' unopposed Motion for Preliminary Approval of Class Action Settlement
3 ("Motion") came on for hearing before this Court on August 4, 2022, at 2:00 p.m. The Court, having
4 reviewed the Motion and declarations filed in support thereof, including the Stipulation of
5 Coordinated Class and Representative Action Settlement ("Agreement") attached as Exhibit A, the
6 parties' Amendment to the Agreement ("Amendment") attached as Exhibit B, the Notice of Class and
7 Representative Action Settlement ("Class Notice") attached as Exhibit C, and a certified Spanish
8 translation of the Class Notice attached as Exhibit D, and for good cause shown, the Court hereby
9 ORDERS as follows:

10 1. The Court GRANTS preliminary approval of the settlement as set forth in the
11 Agreement, as amended, and finds the terms to be within the range of reasonableness of a settlement
12 that ultimately could be granted final approval by the Court at the Final Approval Hearing. For
13 purposes of the settlement, the Court finds that the proposed Class is ascertainable and that there is a
14 sufficiently well-defined community of interest among the Class in questions of law and fact.
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19 2. The Court notes further that the PAGA component of the proposed Settlement and
20 Release shall potentially bind the State of California with respect to the following persons:

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22 California at any time from February 7, 2019 to March 31, 2021 ("PAGA Period")

23 3. For settlement purposes only, the Court designates Plaintiff Shirley Goemaat and
24 Plaintiff Rehana Baluch as Class Representatives.

25 4. For settlement purposes only, the Court appoints Taras Kick and Karen L. Wallace of
26 The Kick Law Firm, APC as Class Counsel.

27 5. The Court appoints Simpluris, Inc. as the Settlement Administrator.
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1 6. A Final Approval Hearing on the question of whether the proposed Settlement should
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3 Department CX102 of this Court, located at 751 West Santa Ana Boulevard, Santa Ana, California
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5 7. At the Final Approval Hearing, the Court will consider among other things: (a)
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10 8. Counsel for the parties shall file memoranda, declarations, or other statements and
11 materials in support of their request for final approval and an award of attorneys' fees and costs at
12 least sixteen (16) court days before the Final Approval Hearing.

13 9. The Court approves, as to form and content, the Class Notice attached as Exhibit C.
14 The Court also approves the certified Spanish translation of the Class Notice attached as Exhibit D.

15 10. The Court finds that the forms of notice to the Class regarding the pendency of the
16 action and of the proposed Settlement and the methods of giving notice to Class Members constitute
17 the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to
18 all Class Members. They comply fully with the requirements of California Code of Civil Procedure
19 section 382, California Civil Code section 1781, California Rules of Court, Rules 3.766 and 3.769,
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28 Members on a pro rata basis; 2) "Settlement Administration Costs" in an amount not to exceed Ten

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10 a "Class Counsel Cost Award" in an amount not to exceed Fifteen Thousand Dollars (\$15,000),
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13 13. The Parties are ordered to carry out the proposed Settlement according to the terms of
14 the Agreement. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
15 connection with the administration of the Settlement that are not materially inconsistent with either
16 this Order or the terms of the Agreement.

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18 necessary to carry out or enforce the terms and conditions of the Agreement and this Order, are stayed.

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6	Last day for parties to file motion and supporting documents for final approval of class and representative action settlement with the Court and submit to the LWDA.	_____ [date]
7		(16 court days before Final Approval Hearing)
8		
9	Final Approval Hearing.	_____ [date] at
10		_____ [time]
11		(120 days after preliminary approval)

IT IS SO ORDERED.

DATED: _____

THE HONORABLE PETER WILSON
JUDGE OF THE SUPERIOR COURT

**[The separately filed copy of the Proposed Order
contains Exhibits A through D.]**