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Attorneys for Defendants Charter Hospice, Inc., Charter Hospice of Colton, LLC, Arch B Gilbert, and Fred Frank

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

NATALIE PALMER, individually, on behalf
of all similarly situated current and former
employees, and on behalf of the State of
California and all Aggrieved Employees;

Plaintiff,

vs.

CHARTER HOSPICE, INC., a California
Corporation; CHARTER HOSPICE OF
COLTON, LLC, a California Limited
Liability Company; ARCH B. GILBERT, an
individual; FRED FRANK, an individual;
and DOES 1 through 10, inclusive;

Defendants.

Case No. CIVDS2013037

Hon. David Cohn

CLASS ACTION

**DECLARATION OF NORMAN
ALCANTARA REGARDING NOTICE
AND SETTLEMENT ADMINISTRATION**

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DECLARATION OF NORMAN ALCANTARA

I, Norman Alcantara, hereby declare:

1. I am employed as a Case Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 640-5654. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Natalie Palmer (“Plaintiff”), and Charter Hospice, Inc., Charter Hospice of Colton, LLC, Arch B. Gilbert, and Fred Frank (“Defendants”), (collectively the “Parties”), to provide settlement administration services in the *Natalie Palmer v. Charter Hospice, Inc. et al.* case (“Settlement”). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel and Class Members; (d) printing and mailing the Notice of Settlement of Class Action to Class Members; (e) receiving and validating Requests for Exclusion, Objections or Disputes of Work Weeks submitted by Class Members; (f) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, and (h) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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TOLL FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Class Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal

1 business hours or to leave a message and receive a return call during non-business hours. The toll-free
2 telephone number included in the Notice of Proposed Class Action Settlement was (888) 369-3780 and
3 was live on September 15, 2021.

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5 **NOTIFICATION TO THE CLASS**

6 5. On July 16, 2021, Simpluris received the Court-approved Notice of Settlement of Class
7 Action (hereafter “Notice Packet”). The Notice Packet advised Class Members of their right to request
8 exclusion from the Settlement, object to the Settlement, do nothing, and the implications of each such
9 action. The Notice Packet advised Class Members of applicable deadlines and other events, including
10 the Final Approval Hearing, and how Class Members could obtain additional information.

11 6. On August 23, 2021, Counsel for Defendant provided Simpluris with a mailing list
12 (“Class List”) containing Class Members’ names, most recent mailing address and telephone numbers,
13 social security numbers, and pertinent employment information for each Class Member during the
14 Class Period. The Class List contained data for two hundred thirteen (213) Class Members.

15 7. The mailing addresses contained in the Class List were processed and updated utilizing
16 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
17 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
18 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
19 would be utilized in connection with the mailing of the Notice Packets.
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21 8. On September 15, 2021, Notice Packets were mailed to two hundred thirteen (213) Class
22 Members with addresses contained in the Class List via First Class mail or updated via the NCOA
23 search. A copy of the Notice Packet is attached hereto as **Exhibit A**.

24 9. If a Class Member’s Notice Packet was returned by the USPS as undeliverable and
25 without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of
26 these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris used the
27 Class Member’s name and previous address to locate a current address. Through the advanced address
28 search, Simpluris was able to locate four (4) updated addresses and Simpluris promptly mailed the

1 Notice Packets to those updated addresses. In addition, Simpluris received one (1) returned Notice
2 Packet with a forwarding address and promptly mailed the Notice Packet to the updated address.
3 Ultimately, there were two (2) Notice Packets that were undeliverable.
4

5 **SETTLEMENT AWARDS**

6 10. As of this date, there are two hundred thirteen (213) Class Members who will be paid
7 their portion of the Net Settlement Fund.

8 11. The Net Settlement Amount of \$454,096.50 available to pay Class Members was
9 determined by subtracting Class Counsel's Fees (\$250,000.00), Class Counsel's Costs Payment
10 (\$10,603.50), Named Plaintiff Service Award (\$5,000.00), the PAGA Payment to LWDA (\$18,750.00),
11 PAGA Payment to Aggrieved Employees (\$6,250.00), and the Administration Costs (\$5,300.00) from
12 the Maximum Settlement Amount (\$750,000.00).
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14 12. Based on a class size of 213 employees, and assuming all of the amounts are approved
15 by the Court, the highest payment to Participating Class Members is estimated at \$3,982.00, the lowest
16 payment will be approximately \$15.09 for short term employees, and the average payment is
17 \$2,131.91. Moreover, there are a total of 30,089.85 Weeks Worked by all Class Members, so the
18 payment per Week Worked is approximately \$15.09. In accordance with the settlement, 100% of the
19 Net Settlement Amount will be distributed to the Class with no reversion to Defendants.

20 13. Additionally, the Settlement Agreement provides that the 25% PAGA allocation will be
21 allocated only to Aggrieved Employees, rather than to all Class Members. In this case, 137 Aggrieved
22 Employees will share in the \$6,250 award on a pro rata basis. The average payment to the Aggrieved
23 Employees is \$45.62, and the per Work Week value is \$0.57 based on the Aggrieved Employees
24 collectively working 10,964.37 Work Weeks during the PAGA Period.
25

26 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

27 14. As of this date, Simpluris has not received any Requests for Exclusion from Class
28 Members.

1 15. As of this date, Simpluris has not received any Objections to the Settlement from Class
2 Members.

3 16. As of this date, Simpluris has not received any Disputes of Work Weeks from Class
4 Members.

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6 **ADMINISTRATION COSTS**

7 17. Simpluris' total costs for services in connection with the administration of this
8 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
9 \$5,300.00. Simpluris' work in connection with this matter will continue with the calculation of the
10 settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax
11 reporting on such payments.
12

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed this 19th day of October, 2021, in Costa Mesa, California.
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19 Norman Alcantara
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EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION

Natalie Palmer v. Charter Hospice, Inc. et al.
Superior Court of the State of California, County of San Bernardino
Case No. CIVDS2013037

To: all current and former non-exempt employees of Defendants Charter Hospice, Inc., and Charter Hospice of Colton, LLC., (collectively, “Charter”) who worked in the State of California and performed in-home nursing duties at any time between June 25, 2016 and July 15, 2021 (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on November 15, 2021 to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Letter_Barcode»

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement you are estimated to receive approximately \$«MERGED_ClassPayment_CALC» as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of eligible weeks you worked at Charter in California between June 25, 2016 and July 15, 2021 (the “Class Period”) while performing in-home nursing duties. Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Claims described in Section IV.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement, you may “opt-out” of the settlement. If you choose to opt-out, you must submit a Request for Exclusion by October 15, 2021 (see Section V for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment, but you will preserve your right to pursue the Released Claims described in Section IV subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement.
OBJECT	If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by October 15, 2021 (see Section V for more details on how to object).
DISPUTE YOUR NUMBER OF WORK WEEKS	If you believe that your number of Work Weeks listed above is incorrect, you may contact the Settlement Administrator to dispute your Work Week calculation (see Section IV for more details on how to dispute your Work Weeks). Defendants’ records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your Work Week calculation is inaccurate.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Palmer v. Charter Hospice et al.*, San Bernardino County Superior Court Case No. CIVDS2013037 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Charter's records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) performing in-home nursing duties at some point between June 25, 2016 and July 15, 2021 ("Class Period"). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Charter as a non-exempt employee in California and performed in-home nursing duties at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On June 25, 2020, Plaintiff and Class Representative Natalie Palmer, through her attorneys ("Class Counsel"), filed a class and representative action complaint against Charter and its owners for alleged wage and hour violations on behalf of all current and former non-exempt employees who were employed by Charter in California at any time since June 25, 2016 while performing in-home nursing duties. Plaintiff alleges that Charter violated various Labor Code sections by failing to pay wages for all hours worked, provide all required meal and rest breaks, timely pay final wages, provide accurate and complete wage statements, and other related claims.

Charter has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Charter is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Charter has agreed to settle the case as part of a compromise with Plaintiff and the Class Members.

The Court has not ruled on the merits of Plaintiff's claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Charter and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm's length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Charter, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Charter, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, Charter will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the Class Members' attorneys?

Attorneys for the Class Members:

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brian@LMLfirm.com
Misty Lauby, Esq.
misty@LMLfirm.com
Lauby Mankin Lauby LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444

IV. What are the terms of the Settlement?

On July 15, 2021, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by Charter in California while performing in-home nursing duties at any time between June 25, 2016 and July 15, 2021 (the “Settlement Class”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, (“Participating Class Members”) will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against Charter.

Without admitting any wrongdoing, Charter has agreed to pay \$750,000 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Maximum Settlement Amount:

Settlement Administration Costs. The Court has approved Simpluris to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$5,300 will be paid from the Maximum Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency. The Labor Code Private Attorneys General Act (PAGA) authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$25,000 of the Total Maximum Settlement Amount will be allocated to Plaintiff’s claim under the Private Attorneys General Act of 2004 (“PAGA”). Of this amount, \$18,750 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$6,250 will be divided between all Aggrieved Employees on a Workweek basis. Aggrieved Employees includes “all current and former non-exempt employees of Charter who worked in the State of California and performed in-home nursing duties at any time during the period of June 25, 2019 through July 15, 2021.” Review the information below to determine if you are an Aggrieved Employee and eligible to receive a share of the \$6,250 allocation:

Aggrieved Employee?	Weeks Worked as Aggrieved Employee?	Your Share of PAGA Penalties
«MERGED_PAGAEmployee_Yes_No»	«MERGED_PAGAWW_CALC»	\$«MERGED_PAGAPayment_CALC»

Service Payment to Class Representative. Class Counsel will ask the Court to award Class Representative a Service Payment in the amount of \$5,000 to Natalie Palmer to compensate her for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also may receive a share of the Settlement as a Class Member.

Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will ask for fees of one-third (\$250,000) of the common fund Maximum Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$15,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Maximum Settlement Amount, the balance will form the Net Settlement Amount for distribution to Participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately \$449,700. Compensable work weeks will be all Work Weeks that a Settlement Class Member worked in California during the Class Period. A Work Week includes any week in which a Class Member worked at least one shift/day during the week. To calculate each Individual Settlement Payment, the Settlement Administrator will divide the total Work Weeks of all Settlement Class Members into the Net Settlement Amount to determine a per “Work Week Value”. The Workweek Value will be multiplied by the number of Work Weeks worked by each Settlement Class Member during the Class Period to determine the Individual Settlement Payment, prior to legal deductions, for each Settlement Class Member. If any Settlement Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out).

For each Settlement Class Member, the Weeks Worked at Charter during the Class Period will be calculated from Charter’s records. Charter’s records indicate that you worked for «MERGED_WW_CALC» **Work Weeks** in California while performing nursing duties during the Class Period of June 25, 2016, through July 15, 2021. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before October 15, 2021, with documentation to establish the number of weeks you claim to have actually worked for Charter while performing nursing duties in California between June 25, 2016 and July 15, 2021 (excluding any

leaves of absence). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Participating Class Member, so that the Participating Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. One-third (33.34%) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining two-thirds (66.66%) will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, it will be reported on IRS Form 1099 as income. Participating Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, Charter and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Participating Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement and enters Judgment, and Charter funds the Settlement, then the Settlement Agreement will bind all Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against Charter. Specifically, the Participating Class Members will fully release and discharge the Defendants and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, of all claims stated in the Complaint and those based solely upon the facts in the Complaint, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to failure to timely pay wages each period and upon separation of employment, (g) failure to provide accurate itemized wage statements, (i) unfair and unlawful competition, and (j) all other civil and statutory penalties, including those recoverable under the Private Attorneys General Act, Labor Code § 2698 *et seq.* based on the facts or claims alleged in the Complaint. These released claims and damages are hereinafter referred to as "Released Claims." The time period governing these Released Claims shall be at any time from June 25, 2016 and July 15, 2021 ("Release Period").

Waiver of Labor Code Section 206.5(e). Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the opt-out procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Payment.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendants and the Defendants will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than October 15, 2021 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE PALMER v. CHARTER LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, Palmer v. Charter Hospice, Inc., et al., P.O. Box 26170, Santa Ana, CA 92799, Telephone: (888) 369-3780, **postmarked no later than October 15, 2021**. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object, you must submit a written objection stating your full name, address, telephone number, dates of employment at Charter, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, Palmer v. Charter Hospice, Inc., et al., P.O. Box 26170, Santa Ana, CA 92799, Telephone: (888) 369-3780, **by no later than October 15, 2021**. Objections that do not include all required information, or that are not submitted timely, will not be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked.**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for November 15, 2021, at 10:00 a.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before October 15, 2021. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Charter in California while performing nursing duties at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel’s request for attorneys’ fees and reimbursement of documented litigation costs and the Service Payment to the Class Representative on November 15, 2021 at 10:00 a.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action Settlement Agreement (the Settlement Agreement) at Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

IX. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is **October 15, 2021**. The deadline for mailing an objection to the Settlement Administrator is **October 15, 2021**. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**