

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

CYNTHIA BARRAGAN, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys Act;

Plaintiff,

v.

TIBURCIO VASQUEZ HEALTH CENTER,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Reservation ID: 175335461842

Case No.: RG20078693

Honorable Michael Markman
Department 23

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 17, 2024
Time: 10:00 a.m.
Department: 23

Complaint Filed: October 20, 2020
FAC Filed: June 29, 2021
SAC Filed: September 10, 2021
Trial Date: None Set

1 This matter has come before the Honorable Michael Markman in Department 23 of the
2 Superior Court of the State of California, for the County of Alameda, on September 17, 2024 at
3 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appeared as counsel for Plaintiff Cynthia Barragan ("Plaintiff"), and Hanson Bridgett
5 LLP appeared as counsel for Defendant Tiburcio Vasquez Health Center, Inc., ("Defendant")
6 (together, Plaintiff and Defendant are referred to as the "Parties").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement
12 Agreement ("Agreement"), attached as **"EXHIBIT 1"** to the Declaration of Vartan Madoyan in
13 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This ruling is
14 based on the Court's determination that the Settlement appears to fall within the range of possible
15 approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the case. It further appears that the Settlement has been reached as the result
25 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

26 4. The Court preliminarily finds that the Settlement, including the allocations for the
27 Class Counsel Fees Payment, Class Counsel Expense Payment, Class Representative Service
28 Payment, Settlement Administration Payment, PAGA Payment, and payments to the Participating

1 Class Members provided thereby, appear to be within the range of reasonableness of a settlement
2 that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the
3 monetary recovery that is being granted as part of the Settlement and preliminarily finds that the
4 monetary settlement awards made available to the Class Members and Aggrieved Employees are
5 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
6 relating to certification, liability, and damages issues.

7 5. The Court concludes that, for settlement purposes only, the proposed Class meets
8 the requirements for certification under section 382 of the California Code of Civil Procedure in
9 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
10 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
11 community of interest amongst the members of the Class with respect to the subject matter of the
12 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
13 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
14 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
15 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative
16 of the Class.

17 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
18 follows:

19 Any current or former, hourly, non-exempt employee employed by Defendant in
20 California at any time during the Class Period, and includes both Participating Class
Members and Non-Participating Class Members.

21 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Vartan
22 Madoyan of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

23 8. The Court provisionally appoints Plaintiff Cynthia Barragan as the representative of
24 the Class ("Class Representative").

25 9. The Court provisionally appoints Simpluris, Inc., ("Simpluris") to handle the
26 administration of the Settlement ("Settlement Administrator").

27 10. No later than fifteen (15) calendar days after the Court grants Preliminary Approval
28 of the Settlement, Defendant shall provide the Settlement Administrator with the following

1 information about each Class Member and Aggrieved Employee: full name, last known mailing
2 address, Social Security number, and number of Class Period Workweeks and PAGA Period Pay
3 Periods (“Class Data”).

4 11. The Court approves, both as to form and content, the Court Approved Notice of
5 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto
6 as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members and Aggrieved Employees
7 in the manner set forth in the Agreement. The Court finds that the Class Notice appears to fully and
8 accurately inform the Class Members and Aggrieved Employees of all material elements of the
9 Settlement, of Class Members’ right to be excluded from the Settlement by submitting a Request for
10 Exclusion, of Class Members’ right to dispute the Workweeks and/or PAGA Pay Periods credited
11 to each of them, and of each Participating Class Member’s right and opportunity to object to the
12 Settlement by submitting a written objection to the Settlement Administrator and/or presenting their
13 objection orally at the Final Approval Hearing. The Court further finds that distribution of the Class
14 Notice substantially in the manner and form set forth in the Agreement and this Order, and that all
15 other dates set forth in the Agreement and this Order, meet the requirements of due process and shall
16 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
17 Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members and
18 Aggrieved Employees within fourteen (14) calendar days of receipt of the Class Data, pursuant to
19 the terms set forth in the Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Agreement, for seeking exclusion from the Settlement. Any Class Member may choose to be
22 excluded from the Settlement by submitting a timely Request for Exclusion in conformity with the
23 requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than
24 sixty (60) calendar days after the Settlement Administrator mails the Class Notice or, for those Class
25 Members to whom Class Notices are re-sent, after having been returned undeliverable to the
26 Settlement Administrator, the deadline will be extended by fourteen (14) calendar days from the
27 original deadline. Every Class Member who submits a valid and timely Request for Exclusion is a
28 Non-Participating Class Member and shall not receive an Individual Class Payment or have the right

1 to object to the class action components of the Settlement. Every Class Member who does not
2 submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under
3 this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement.
4 Non-Participating Class Members who are a current or former, hourly, non-exempt employee
5 employed by Defendant in California at any time during the PAGA Period (“Aggrieved Employees”)
6 are deemed to release the claims of this Agreement and are eligible for an Individual PAGA
7 Payment.

8 13. A Final Approval Hearing shall be held before this Court on
9 _____ at _____ a.m./p.m. in
10 Department 23 of the Alameda County Superior Court, to determine all necessary matters
11 concerning the Settlement, including: whether the proposed settlement of the action on the terms
12 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
13 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;
14 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and
15 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally
16 approve the requests for the Class Counsel Fees Payment, Class Counsel Expense Payment, Class
17 Representative Service Payment, and Settlement Administration Amount.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
19 Counsel Fees Payment, Class Counsel Expense Payment, Class Representative Service Payment,
20 and Settlement Administration Amount, along with the appropriate declarations and supporting
21 evidence, including the Settlement Administrator’s declaration, no later than 16 court days before
22 the Final Approval Hearing.

23 15. Participating Class Members may send written objections to the Administrator, by
24 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
25 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
26 Participating Class Member who elects to send a written objection to the Settlement Administrator
27 must do so not later than sixty (60) calendar days after the Settlement Administrator’s mailing of the
28 Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

1 Non-Participating Class Members have no right to object to any of the class action components of
2 the Settlement.

3 16. The Settlement is not a concession or admission, and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault or omission by
5 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
6 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
7 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
8 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
9 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
10 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
11 implementation, interpretation, or enforcement of the Settlement.

12 17. In the event the Settlement does not become effective in accordance with the terms
13 of the Agreement, or the Settlement is not finally approved, or is terminated, cancelled, declared
14 void, or fails to become effective in accordance with its terms for any reason, or if the Final Approval
15 Date does not occur, this Order shall be rendered null and void, shall be vacated, and the Parties
16 shall revert back to their respective positions as of before entering into the Agreement.

17 18. The Court reserves the right to adjourn or continue the date of the Final Approval
18 Hearing and any dates provided for in the Agreement without further notice to the Class Members,
19 and Aggrieved Employees and retains jurisdiction to consider all further applications arising out of
20 or connected with the Settlement.

21 **IT IS SO ORDERED.**

22
23 Dated: _____

By: _____

The Honorable Michael Markman
Judge of the Superior Court

EXHIBIT A

Superior Court of California, County of Alameda
Cynthia Barragan v. Tiburcio Vasquez Health Center, Inc.
Case No. RG20078693

*The Superior Court for the State of California authorized this Notice.
It's not junk mail, spam, an advertisement, or solicitation by a lawyer.
This is not a lawsuit against you and you are not being sued.*

**NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

To: All people employed by Tiburcio Vasquez Health Center, Inc., in California, as a non-exempt employee at any time from October 20, 2016 to [insert date]. **You may be eligible to receive money from an employee Class Action Settlement concerning your former or current employment with Tiburcio Vasquez Health Center, Inc. ("TVHC")** The Class Action lawsuit was filed by a former employee and seeks:

(A) **Class Payments.** Wages and penalties for a class of non-exempt employees who worked for TVHC during the **Class Period (October 20, 2016 to [insert date])** (collectively "Class Members"); and

(B) **PAGA Payments.** Civil penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt employees who worked for TVHC during the **PAGA Period (August 11, 2019 to [insert date])** (collectively "Aggrieved Employees").

PLEASE READ THIS NOTICE CAREFULLY

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires TVHC to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims.

Based on TVHC's records, your individual Settlement payments are estimated to be:

- Class Payment is estimated to be \$ [] (less withholding); and
- PAGA Payment is estimated to be \$ []. (If no amount is stated for your Individual PAGA Payment, then according to TVHC's records you did not work during the PAGA Period.)

The above estimates are based on TVHC's records showing that you worked [] workweeks during the Class Period and you worked [] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 13 of this Notice for more information.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if applicable). In exchange, you will give up your right to assert wage claims against TVHC that are covered by this Settlement (“Released Claims”). Your payment will be automatically mailed to you after the Court grants final approval of the Settlement.
REQUEST TO BE EXCLUDED (“OPT-OUT”) FROM CLASS SETTLEMENT The Opt-Out Deadline is [REDACTED]	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. <i>Non-Participating Class Members cannot object to any portion of the proposed Settlement.</i> See Section 16 of this Notice for more information. You cannot opt-out of the PAGA portion of the proposed Settlement. TVHC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
OBJECT The Objection Deadline is [REDACTED]	All Class Members who do not opt-out are “Participating Class Members” and can object to any aspect of the proposed Settlement. You have the right to object to the Settlement if you think the Settlement is unfair, unreasonable or inadequate by sending a written objection to the Settlement Administrator. <i>You cannot object to any portion of the proposed Settlement if you requested to be excluded.</i> See Section 18 of this Notice for more information.
UPDATE YOUR MAILING ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct mailing address. See Section 10 of this Notice for more information.
CHALLENGE CALCULATION OF YOUR WORKWEEKS/ PAY PERIODS The Challenge Deadline is [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Pay Periods you worked according to TVHC’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED].
PARTICIPATE IN THE FINAL APPROVAL HEARING Hearing is Set For [REDACTED]	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform.

TVHC WILL NOT RETALIATE IN ANY WAY AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THE RIGHTS AND OPTIONS DESCRIBED IN THIS NOTICE.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. What is this Lawsuit about? Page 4
2. What is a class action? Page 4
3. Why is there a Settlement? Page 4
4. Who are the Parties in this Lawsuit? Page 4
5. Who are the Attorneys for the Parties?..... Page 5

IMPORTANT TERMS OF THE SETTLEMENT

6. What is the Settlement Amount? Page 5
7. How will the Administrator calculate my Payment?..... Page 6
8. What am I giving up in exchange for my payment? Page 6

HOW TO GET A SETTLEMENT PAYMENT

9. How can I get my Settlement Payment?..... Page 7
10. What if I change my address?..... Page 7
11. How long do I get to cash my settlement payment?..... Page 7
12. What if I lose my settlement check?..... Page 8
13. What if my number of workweeks or pay periods is wrong? Page 8

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. Can I exclude myself from the Class portion of the Settlement?..... Page 8
15. Can I exclude myself from the PAGA portion of the Settlement?..... Page 8
16. How do I exclude myself from the Settlement? Page 9

OBJECTING TO THE SETTLEMENT

17. Can I object if I do not think the Settlement is Fair?..... Page 9
18. How do I object to the Settlement? Page 9

THE COURT'S FINAL FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Settlement?.. Page 9
20. Do I need to attend the hearing?..... Page 10
21. May I speak at the hearing?..... Page 10

GETTING MORE INFORMATION

22. Who can I contact if I have questions about the Settlement?..... Page 10

BASIC INFORMATION

1. **What Is This Lawsuit About?**

This Lawsuit accuses TVHC of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”).

TVHC strongly denies all allegations of the Lawsuit and contends it complied with all applicable California laws. The Settlement is not an admission that TVHC did anything wrong or an indication any law was violated.

2. **What Is A Class Action?**

In a class action, one or more people called Class Representatives (in this case, Plaintiff Cynthia Barragan) sue on behalf of themselves and other people who may have similar claims. The group of people with similar claims are referred to collectively as a “Class.” Each person covered by the Class definition is a “Class Member.” One court resolves the issues for all Class Members, except those who ask to be excluded from the Class.

3. **Why Is There A Settlement?**

The Court did not decide in favor of Plaintiff or TVHC. The Parties hired an experienced, neutral mediator to resolve the Lawsuit by negotiating an to end the case by agreement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Lawsuit and enforcing the Agreement, Plaintiff and TVHC have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, TVHC does not admit any violations or concede the merit of any claims.

Cynthia Barragan, who was appointed the Class Representative, and her attorneys, believe the Settlement is fair, reasonable and adequate considering the strength of the claims and the risks and uncertainties of continued litigation.

4. **Who Are The Parties In This Lawsuit?**

Plaintiff Cynthia Barragan was employed by Tiburcio Vasquez Health Center, Inc. as a non-exempt employee.

Defendant Tiburcio Vasquez Health Center, Inc. was Plaintiff’s former employer.

5. Who Are The Attorneys For The Parties?

Attorneys for Plaintiff and the Class

LAWYERS *for* JUSTICE, PC
EDWIN AIWAZIAN, SBN 232943
VARTAN S. MADOYAN, SBN 279015
410 West Arden Avenue, Suite 203
Glendale, California 91203

Attorneys for Defendant

HANSON BRIDGETT LLP

JAHMAL T. DAVIS, SBN 191504
jdavis@hansonbridgett.com
JOSUE R. APARICIO, SBN 322750
japaricio@hansonbridgett.com
425 Market Street, 26th Floor
San Francisco, California 94105

IMPORTANT TERMS OF THE SETTLEMENT

6. What Is The Settlement Amount?

Gross Settlement Amount. TVHC agreed to pay a maximum amount of no more than One Million Five Hundred and Fifty Thousand dollars (\$1,550,000.00) to fully and finally resolve all claims alleged in the Lawsuit (referred to as the “Gross Settlement Amount” or “GSA”). The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, TVHC will deposit the GSA into a Qualified Settlement Account. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement and/or the Judgment is appealed.

Court Approved Deductions From GSA. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the GSA, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to [insert] (1/3 of the GSA) to Class Counsel for attorneys’ fees and up to [insert] for their litigation expenses. To date, Class Counsel have worked and incurred expenses without payment.

B. Up to **\$10,000** to Plaintiff as a Class Representative Award for filing the Lawsuit, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and Individual PAGA Payment.

C. Up to **\$10,000** to the Administrator for services administering the Settlement.

D. Up to **\$200,000.00** for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Net Settlement Distributed To Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the GSA (referred to as the “Net Settlement Amount” or “NSA”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Administrator. The Court has appointed a neutral company, Simpluris (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 22 of this Notice.

7. How Will The Administrator Calculate My Payment?

- A. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the NSA by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$200,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

8. What Am I Giving Up In Exchange For My Payment?

- A. **Participating Class Members’ Release.** After the Judgment is final and TVHC has fully funded the GSA, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement against the Released Parties. The “Released Parties” means Defendant Tiburcio Vasquez Health Center, Inc., and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against TVHC or the Released Parties for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Lawsuit and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, irrevocably and unconditionally release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the allegations stated in the Operative Complaint and ascertained in the course of the Action.

- B. **Aggrieved Employees' PAGA Release.** All Aggrieved Employees (including all Non-Participating Class Members who qualify as Aggrieved Employees), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, irrevocably and unconditionally release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the allegations stated in the Operative Complaint, the PAGA Notice and/or ascertained in the course of the Action.

HOW TO GET A SETTLEMENT PAYMENT

9. **How Can I Get My Settlement Payment?**

You do not need to do anything to receive your Settlement Payment. If the Court approves the Settlement at the scheduled Final Approval Hearing, your Settlement Payment will be mailed to the address this Notice was mailed to, unless you updated your address with the Administrator.

10. **What If I Change My Address?**

You should immediately notify the Administrator if you move or otherwise change your mailing address. It is your responsibility to keep the Administrator informed of any change in your address, as your Settlement Payment will be mailed to the last known address it has on file for you.

11. **How Long Do I Get To Cash My Settlement Payment?**

No more than **180 calendar days** after date of mailing. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization.

12. **What If I Lose My Settlement Check**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

13. **What My Number Of Workweeks Or Pay Periods Is Wrong?**

The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in TVHC's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 22 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs and/or other records. The Administrator will accept TVHC's calculation of Workweeks and/or Pay Periods based on TVHC's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and TVHC's Counsel. The Administrator's decision is final.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. Can I Exclude Myself From The Class Portion Settlement?

Yes. If you wish to pursue a separate lawsuit, with a separate attorney at your own expense, or do not want to participate in the class portion of the Settlement for other reasons, you have the option to exclude yourself (that is, "opt out" of the Settlement).

An Excluded Class Member (i.e., Non-Participating Class Members) will not receive an Individual Class Payment, but will preserve his or her rights to personally pursue wage and hour claims against TVHC.

15. Can I Exclude Myself From The PAGA Portion Settlement?

No. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against TVHC based on the PAGA Period facts alleged in the Lawsuit.

16. How Do I Exclude Myself From The Settlement?

To opt out and exclude yourself from the Class Action Settlement, you must provide a signed and dated letter to the Settlement Administrator requesting exclusion. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's full name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.

It must be addressed to the Administrator and **postmarked on or before** [REDACTED]. Requests for exclusion postmarked after this date may be disregarded.

OBJECTING TO THE SETTLEMENT

17. Can I Object If I Do Not Think The Settlement Is Fair?

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low.

Before deciding whether to object, you may wish to see what Plaintiff and TVHC are asking the Court to approve. At least [REDACTED] days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award.

18. How Do I Object To The Settlement?

Only Participating Class Members have the right to object to the Settlement. If you do not think the Settlement is fair, you can object to the Settlement to advise the Court that you do not agree with the Settlement or some part of it.

To object, you must state what your objection(s) are to the Settlement, and include the case name and number: *Cynthia Barragan v. Tiburcio Vasquez Health Center, Inc., et al.*, Case No. RG20078693. Be sure to include your full name, current address and telephone number, and the specific reasons you object to the Settlement. It must be addressed to the Administrator and **postmarked on or before** [REDACTED].

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 19 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

THE COURT'S FINAL FAIRNESS HEARING

19. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Final Approval hearing in Department 23 of the Superior Court of California, County of Alameda, Rene C. Davidson Courthouse, located at 1225 Fallon Street Oakland, CA 94612, on [REDACTED] 2024, at [REDACTED] a.m./p.m.

At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative's service payment, and the Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted an objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing.

20. Do I Need To Attend The Hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to attend at your own expense. You may also hire and pay your own lawyer to attend.

21. May I Speak At The Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you have excluded yourself from the Settlement.

GETTING MORE INFORMATION

22. Who May I Contact If I Have Questions About The Settlement?

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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

For more information or if you have specific questions, please contact the attorneys for Plaintiff and the Class, or the Settlement Administrator.

Attorneys for Plaintiff and the Class:

LAWYERS *for* JUSTICE, PC
EDWIN AIWAZIAN, SBN 232943
VARTAN S. MADOYAN, SBN 279015
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Settlement Administrator:

Simpluris

[email address]

[phone number]

[mailing address]

