

1 Jeremy F. Bollinger (SBN 240132)
Ari E. Moss (SBN 238579)
2 Dennis F. Moss (SBN 77512)
MOSS BOLLINGER LLP
3 15300 Ventura Blvd., Ste. 207
Sherman Oaks, California 91403
4 Telephone: (310) 982-2984
Facsimile: (818) 963-5954
5 jeremy@mossbollinger.com
ari@mossbollinger.com
6 dennis@mossbollinger.com

7 Attorneys for Plaintiff JUSTIN CARINO

8 JUSTIN L. THOMAS, ESQ. (SBN 288590)
ZIMMER & MELTON, LLP
9 11601 Bolthouse Drive, Suite 100
Bakersfield, CA 93311
10 Tel: (661) 463-6700
Fax: (661) 501-4221
11 Email: jthomas@zimmermelton.com

12 Attorneys for Defendants,
ADVENTIST HEALTH DELANO dba DELANO
13 REGIONAL MEDICAL CENTER and ADVENTIST
HEALTH SYSTEMS/WEST

14 **SUPERIOR COURT OF CALIFORNIA**

15 **COUNTY OF KERN**

17 **JUSTIN CARINO**, individually and on behalf
18 of other persons similarly situated,

19 Plaintiff,

20 vs.

21 **ADVENTIST HEALTH DELANO DBA**
DELANO REGIONAL MEDICAL
22 **CENTER**, a California Corporation; and
DOES 1-50,

23 Defendants.
24
25
26
27
28

Case No.: BCV-20-102879

[Assigned to Hon. Thomas S. Clark for all
purposes, Dept. 17]

**STIPULATION RE MODIFICATION OF
CLASS ACTION AND PAGA
SETTLEMENT AND CLASS NOTICE**

1 **STIPULATION RE MODIFICATION OF CLASS ACTION AND PAGA SETTLEMENT**
2 **AND CLASS NOTICE**

3 Pursuant to the Court's November 28, 2023, Minute Order re Plaintiff's Motion (Pre-
4 Dispositin) for Preliminary Approval, and Section 2.26 of the Joint Stipulation of Settlement and
5 Release ("Settlement Agreement"), Plaintiff Justin Carino ("Plaintiff"), on behalf of himself and
6 the "Settlement Class" defined in the Settlement Agreement, and Defendants Adventists Health
7 Systems/West and Adventist Health Delano dba Delano Regional Medical Center (collectively
8 "Defendants"), (Plaintiff and Defendants are referred to herein as the "Parties"), by and through
9 their attorneys of record, hereby stipulate to the following modifications of the Settlement
10 Agreement:

11 WHEREAS, the Court instructed the Parties that **"the Notice attached to the Settlement**
12 **Agreement fails to discuss the PAGA settlement at all"**;

13 WHEREAS, in response to the Court's instruction, the Parties agree that Paragraph 7 of
14 the Notice shall be modified to add the following: "Aggrieved Employees will share 25% of the
15 \$20,000 in civil penalties recovered under PAGA (or \$5,000). 'Aggrieved Employees' are
16 defined as Class Members who worked for Defendant during the period September 30, 2019
17 through June 30, 2023 (the 'PAGA Period'). Any Class Member who also worked during the
18 PAGA Period need not submit a Claim Form to receive their share of the civil penalties
19 recovered under PAGA. A Class Member, who is also an Aggrieved Employee, cannot opt-out
20 of the PAGA component of the Settlement";

21 WHEREAS, the Court instructed the Parties that **"There is no mention in Paragraph 8**
22 **(Exclusion) [of the Notice] that Class Members cannot opt out of the PAGA settlement"**, the
23 Parties agree to modify the Notice to make clear that a Class Member who is also an Aggrieved
24 Employee cannot opt-out of the PAGA component of the Settlement. The Parties agree that
25 Paragraph 8 of the Notice shall be modified to add the following: "A Class Member, who is also
26 an Aggrieved Employee, cannot opt-out of the PAGA component of the Settlement." Not
27 withstanding this modification, the Parties note that virtually all Class Members are also

1 Aggrieved Employees. In light of the settlement in the prior case, *Palacio v. Central California*
2 *Foundation for Health dba Delano Regional Medical Center et al.*, Kern County Superior Court
3 Case No. BCV-18-101221 (see page 2 of the Settlement Agreement), the Qualified Work Weeks
4 date range in this Settlement only goes back to September 13, 2019. Thus, the Qualified Work
5 Weeks date range for the class claims (September 13, 2019 through June 30, 2023) is virtually
6 coextensive with the PAGA Period (September 30, 2019 through June 30, 2023) and any Class
7 Member would also be an Aggrieved Employee.

8 WHEREAS, the Court instructed the Parties that **“There is no discussion in the**
9 **Settlement Agreement of the PAGA time period and whether Class Members are required**
10 **to file a claim to receive the PAGA payments.”**

11 WHEREAS, in response to the Court’s instruction, the Parties agree that Section 2.1.3 of
12 the Settlement Agreement shall be modified to add: “‘PAGA Period’ means September 30, 2019
13 through June 30, 2023”, Section 2.1.5 of the Settlement Agreement shall be modified to add that
14 “Any Class Member who also worked during the PAGA Period need not submit a Claim Form to
15 receive their share of the civil penalties recovered under PAGA”, and Section 2.5.5 of the
16 Settlement Agreement shall be modified to add that “Any Class Member who also worked
17 during the PAGA Period need not submit a Claim Form to receive their share of the civil
18 penalties recovered under PAGA. A Class Member, who is also an Aggrieved Employee, cannot
19 opt-out of the PAGA component of the Settlement.”

20 WHEREAS, the Court noted that **“Plaintiff offers that the PAGA settlement amount**
21 **will be added to the Net Settlement Amount, but the PAGA time period should be different**
22 **than the Class Period, so there may be Class Members who are not Aggrieved Employees**
23 **and not entitled to any PAGA payment”.**

24 WHEREAS, in response to the Court’s note, the Parties acknowledge that there may be
25 some Class Members who only worked during the one week of the Class Period that is not
26 covered by the PAGA Period. In light of the settlement in the prior case *Palacio v. Central*
27 *California Foundation for Health dba Delano Regional Medical Center et al.*, Kern County

1 Superior Court Case No. BCV-18-101221 (see page 2 of the Settlement Agreement), the
2 Qualified Work Weeks date range in this Settlement only goes back to September 13, 2019.
3 Thus, the Qualified Work Weeks date range for the class claims (September 13, 2019 through
4 June 30, 2023) is virtually coextensive with the PAGA Period (September 30, 2019 through June
5 30, 2023) and, therefore, all Class Members but those who only worked during the sixteen days
6 between September 13 and September 29 are also Aggrieved Employees. The Parties agree that
7 Paragraph 7 of the Notice and Section 2.1.24 of the Settlement Agreement shall be modified to
8 add that "Class Members who did not work during the PAGA Period will not be entitled to a
9 share of the PAGA Payment."

10 WHEREAS, the Court queried, **"What happens if an Aggrieved Employee opts out of**
11 **the Class Settlement? Will they still get their PAGA payment? Do they need to file a claim**
12 **to receive that payment?"**

13 WHEREAS, in response to the Court's query, the Parties agree that Section 2.7 of the
14 Settlement Agreement shall be modified to include the following: "A Class Member, who is also
15 an Aggrieved Employee, cannot opt-out of the PAGA component of the Settlement" and that
16 Paragraph 1 of the Class Notice shall be modified to include the following: "If you worked from
17 September 30, 2019 through June 30, 2023, you are also an 'Aggrieved Employee'."

18 WHEREAS, the Court noted that **"Paragraph 11 of the Notice contains the wrong**
19 **amount of the payment to the LWDA."**

20 WHEREAS, the Parties agree that Paragraph 11 of the Notice shall be modified to correct
21 the amount of the payment to the LWDA as \$15,000.

22 THEREFORE, THE PARTIES STIPULATE AND AGREE that:

23 Section 2.1.3 of the Settlement Agreement shall be modified to add the following
24 definitions: "'PAGA Period' means September 30, 2019 through June 30, 2023.";

25 Section 2.1.5 of the Settlement Agreement shall be modified to add that "Any Class
26 Member who also worked during the PAGA Period need not submit a Claim Form to receive
27 their share of the civil penalties recovered under PAGA.";

1 Section 2.1.24 of the Settlement Agreement shall be modified to add that “Class
2 Members who did not work during the PAGA Period will not be entitled to a share of the PAGA
3 Payment.”;

4 Section 2.5.5 of the Settlement Agreement shall be modified to add that “Any Class
5 Member who also worked during the PAGA Period need not submit a Claim Form to receive
6 their share of the civil penalties recovered under PAGA. A Class Member, who is also an
7 Aggrieved Employee, cannot opt-out of the PAGA component of the Settlement.”;

8 Section 2.7 of the Settlement Agreement shall be modified to include the following: “A
9 Class Member, who is also an Aggrieved Employee, cannot opt-out of the PAGA component of
10 the Settlement.”;

11 Section 2.6.1 of the Settlement Agreement shall be modified to replace the phrase “up to
12 and including the date of preliminary approval by the Court” with the phrase “during the Class
13 Period.” ;

14 Section 2.6.2 of the Settlement Agreement shall be modified to replace the term “Class
15 Period” with the term “PAGA Period.” ;

16 Paragraph 1 of the Notice (attached hereto as **Exhibit A** as modified) shall be modified to
17 include the following: “If you worked from September 30, 2019 through June 30, 2023, you are
18 also an ‘Aggrieved Employee’.”

19 Paragraph 7 of the Notice (attached hereto as **Exhibit A** as modified) shall be modified to
20 include the following: “Aggrieved Employees will share 25% of the \$20,000 in civil penalties
21 recovered under PAGA (or \$5,000). ‘Aggrieved Employees’ are defined as Class Members who
22 worked for Defendant during the period September 30, 2019 through June 30, 2023 (the ‘PAGA
23 Period’). Any Class Member who also worked during the PAGA Period need not submit a Claim
24 Form to receive their share of the civil penalties recovered under PAGA. A Class Member, who
25 is also an Aggrieved Employee, cannot opt-out of the PAGA component of the Settlement. Class
26 Members who did not work during the PAGA Period will not be entitled to a share of the PAGA
27 Payment.”;

1 Paragraph 8 of the Notice (attached hereto as **Exhibit A** as modified) shall be modified to
2 include the following: "A Class Member, who is also an Aggrieved Employee, cannot opt-out of
3 the PAGA component of the Settlement."

4 Paragraph 10 footnote 1 of the Notice (attached hereto as **Exhibit A** as modified) shall be
5 modified to replace the phrase "up to and including the date of preliminary approval by the
6 Court" with the phrase "during the Class Period.";

7 Paragraph 11 of the Notice (attached hereto as **Exhibit A** as modified) shall be modified
8 to correct the amount of the payment to the California Labor and Workforce Development
9 Agency ("LWDA") to be \$15,000.

10 Paragraph 11 of the Notice (attached hereto as **Exhibit A** as modified) shall be modified
11 to replace the term "Release Period" with the term "Class Period. IT IS SO STIPULATED.

12 Dated: January 19, 2023

MOSS BOLLINGER LLP

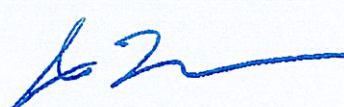
13
14 By: 

15 Jeremy F. Bollinger

16 Attorneys for Plaintiff Justin Carino

17
18 Dated: January 19, 2023

ZIMMER & MELTON LLP

19
20 By: 

21 Justin Thomas

22 Attorneys for Defendants Adventist Health
23 Systems/West and Adventist Health Delano
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EXHIBIT A

1
2 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
3 **FOR THE COUNTY OF KERN**

4 JUSTIN CARINO, individually and on behalf of
5 other persons similarly situated,

6 Plaintiff,

7 vs.

8 ADVENTIST HEALTH DELANO DBA
9 DELANO REGIONAL MEDICAL CENTER, a
10 California Corporation; and DOES 1-50,

11 Defendants.

Case No.: BCV-20-102879

NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT

[IMAGED FILE]

Hon. Thomas S. Clark
Dept. 17

FINAL APPROVAL HEARING DATE:
TIME:

12
13 *A court approved this notice. This is not an advertisement.*

14 **NOTICE**

15 **IF YOU WORK OR WORKED AS AN EMPLOYEE OF ADVENTIST HEALTH**
16 **DELANO DBA DELANO REGIONAL MEDICAL CENTER (“DRMC” OR**
17 **“DEFENDANT”) IN CALIFORNIA IN A NON-EXEMPT HOURLY POSITION AT ANY**
18 **TIME FROM SEPTEMBER 13, 2019 TO JUNE 30, 2023 (“CLASS PERIOD”), YOU MAY**
19 **BE ELIGIBLE TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.**

20 **DRMC’S RECORDS INDICATE THAT YOU ARE ENTITLED TO PARTICIPATE IN**
21 **THE SETTLEMENT BASED ON THE FORMULA FOR PARTICIPATION DESCRIBED**
22 **IN SECTION [REDACTED] BELOW. BASED ON THE FORMULA, YOUR ESTIMATED SHARE**
23 **OF THE SETTLEMENT IS APPROXIMATELY \$ [REDACTED] BASED ON YOU**
24 **WORKING [REDACTED] QUALIFIED WORK WEEKS DURING THE CLASS PERIOD. *If you***
25 ***believe that you worked more workweeks, you can submit a challenge by the deadline date.***

26 **IMPORTANTLY, TO RECEIVE YOUR SHARE OF THE**
27 **SETTLEMENT, YOU MUST COMPLETE AND TIMELY**
28 **SUBMIT THE ENCLOSED **GREEN** CLAIM FORM**

You are NOT being sued. However, your legal rights are affected whether you act or not.
DRMC **will not** fire, punish, retaliate, or otherwise discriminate against anyone because he or she
chooses to participate in this settlement, chooses not to participate, or objects to the settlement.

PLEASE READ THIS NOTICE

WHAT INFORMATION IS IN THIS NOTICE

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1. Why It Is Important To Read This Notice:

The Superior Court of the State of California in and for the County of Kern (the “Court”) has granted Preliminary Approval to a proposed settlement (the “Settlement”) of a class action lawsuit regarding wage and hour claims of persons who were employed by DRMC as hourly, non-exempt employees in California. Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

DRMC’s records show that you were employed by Adventist Health Delano dba Delano Regional Medical Center in California as an hourly, non-exempt employee sometime between September 13, 2019 and June 30, 2023. Therefore, you are a “Class Member” in this Lawsuit. If you worked from September 30, 2019 through June 30, 2023, you are also an “Aggrieved Employee.”

The purpose of this Notice is to provide you with a brief description of the class action lawsuit, what investigation of the claims has taken place, and, finally, 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.

2. What The Case Is About:

A former DRMC employee filed an action against DRMC alleging that it failed to properly pay employees in accordance with California wage and hour laws. Specifically, the former employee sought damages, restitution, attorneys’ fees, and penalties on the basis of potential wage and hour violations, including without limitation, failure to pay overtime wages under Labor Code §§ 510, 1194 and the Wage Order(s), failure to pay all premium wages for meal and rest break violations, failure to pay reporting time pay, failure to reimburse business expenses under Labor Code § 2802, failure to provide accurate wage statements under Labor Code § 226, failure to pay wages at termination under Labor Code § 203, and such related and derivative claims under California Business & Professions Code §§ 17200 et seq. and Labor Code §§ 2698 et seq. (“Private Attorney General Act” or “PAGA”).

DRMC denies Plaintiff’s allegations and asserts that it has no liability for any of Plaintiff’s or the Class members’ claims under any statute, wage order, common law, or equitable theory.

Notwithstanding DRMC’s denial of liability, it has chosen to resolve the matter based upon the

terms and conditions set forth in the settlement agreement now before the Court for approval.

3. What Is The Class Action Settlement?

The Court must approve the terms of the class action settlement described below as fair and reasonable to the class. The settlement will affect all members of the class. This Notice will explain the terms of the settlement and the amount of money you may get.

4. Why Did Defendant Join in This Notice?

The Defendant does not admit to any of the claims alleged in the lawsuit and denies that it owes money for meal periods, wages, reimbursement of business expenses, waiting time penalties, that it failed to provide accurate wage statements, or any derivative claims for any of the above under Business & Professions Code §§ 17200 et seq. and Labor Code §§ 2698 et seq. The Defendant is settling the class action lawsuit as a compromise. The Defendant reserves the right to object to any claim if for any reason the settlement fails. The Court file has the settlement documents with more information on the lawsuit.

5. Who Is The Plaintiff in This Class Action?

Justin Carino is the Plaintiff and Class Representative in this class action lawsuit. He is acting on behalf of himself and on behalf of all other non-exempt hourly paid employees that worked for Defendant.

6. Who Are The Attorneys Representing The Parties?

Attorneys for Plaintiff & the Class	Attorneys for Defendant
MOSS BOLLINGER, LLP Ari E. Moss Dennis F. Moss Jeremy F. Bollinger 15300 Ventura Boulevard, Suite 207 Sherman Oaks, California 91403 Telephone: (310) 982-2984	ZIMMER & MELTON, LLP Micah K. Nilsson Justin L. Thomas 11601 Bolthouse Drive, Suite 100 Bakersfield, CA 93311 Telephone: (661) 463-6700

7. What Do I Need To Do To Get Money From This Settlement?

For purposes of the class action settlement, the Class Members are defined as all current and former hourly-paid non-exempt employees of Defendant who work or worked for Defendant in California at any time between September 13, 2019 and June 30, 2023.

Class Members must submit a timely and complete Claim Form (the green claim form sent with this Notice) in order to receive their share of the settlement fund. All Class Members who do not timely and effectively exclude themselves from the Settlement (“Verified Settlement Class Members”) and who validly and timely submit the green Claim Form enclosed with this Notice will receive their share of the settlement fund.

1 Following final approval of the class action settlement by the court, Defendant will fund the
2 settlement in a single installment. Distribution of the net settlement monies will be made within
3 fifteen (15) calendar days after final approval being granted by the court to the Verified Settlement
4 Class Members that timely and validly submit their Claim Forms.

5 Aggrieved Employees will share 25% of the \$20,000 in civil penalties recovered under PAGA (or
6 \$5,000). "Aggrieved Employees" are defined as Class Members who worked for Defendant during
7 the period September 30, 2019 through June 30, 2023 (the "PAGA Period"). Any Class Member
8 who also worked during the PAGA Period need not submit a Claim Form to receive their share of
9 the civil penalties recovered under PAGA. A Class Member, who is also an Aggrieved Employee,
10 cannot opt-out of the PAGA component of the Settlement. Class Members who did not work
11 during the PAGA Period will not be entitled to a share of the PAGA Payment.

8 ***8. How Do I Remove Myself From This Settlement?***

9 **Excluding Yourself from the Settlement.**

10 If you do not wish to take part in the settlement, you must submit a written request to the
11 Settlement Administrator to be excluded from the Settlement. The written request must: (a) state
12 your name, address, telephone number, last four digits of your Social Security Number, and the
13 dates (or approximate dates) of your employment; (b) clearly state that you wish to be excluded
14 from the Settlement; (c) be addressed to the Settlement Administrator,
15 _____; and (d) be postmarked on or before _____, 20____. A
16 Class Member, who is also an Aggrieved Employee, cannot opt-out of the PAGA component of
17 the Settlement.

18 The Settlement Administrator is:

19 ### Settlement Administrators
20 P.O. Box [INSERT]
21 ## CA ###

22 The Judgment following approval of the class action settlement by the Court will bind all Class
23 Members who do not request exclusion from the class action settlement. Any class member who
24 does not request exclusion may, if they wish, enter an appearance through his or her own lawyer.

21 ***9. What If I Disagree With The Terms Of The Settlement?***

22 **Objecting to the Settlement**

23 If you wish to object to the Settlement, you must file your objection with the Settlement
24 Administrator. The objection should include your reasons why you believe the Court should not
25 approve the settlement, your name, address, and phone number, and/or the name, address and
26 phone number of the attorney representing you at your costs. For an objection to be considered
27 timely the Settlement Administrator must receive it no later than **DATE**. Counsel for the parties
28 may oppose your objection in writing or orally at the hearing on Final Approval. Whether or not
you appear at the hearing on Final Approval, the Court will consider all timely filed Objections.
Please note, that Objections served later than **DATE** shall be considered untimely and waived.

DO NOT TELEPHONE THE COURT.

1 You may also, if you wish, appear at the Settlement Fairness Hearing set for
2 [REDACTED] at [REDACTED] .m. in Kern County Superior Court and discuss your
3 objections with the Court and the Parties.

4 ***10. How Does The Settlement Affect My Rights?***

5 Attorneys for the Class, also known as “Class Counsel,” appointed and approved by the Court for
6 settlement purposes only, will represent you.

7 If the proposed settlement is approved by the Court, a Judgment will be entered by the Court. The
8 Judgment following approval of the settlement by the Court will bind all Class Members who do
9 not request exclusion from the class action settlement. Any member who does not request
10 exclusion may, if they wish, enter an appearance through his or her own lawyer.

11 If the settlement is approved and you choose not to exclude yourself from the settlement, you will
12 be forever barred from asserting any of the claims arising out of or relating to the lawsuit against
13 Defendant (“Released Claims”¹) and all of its related entities and businesses, former and present
14 officers, officials, directors, administrators, attorneys, shareholders, respective agents, general
15 agents, insurers, reinsurers, payroll companies, representatives, owners, stockholders,
16 policyholders, partners, employees, trustees, heirs, successors, predecessors, assigns and
17 subsidiaries. (“Released Parties”)².

18 ¹ “Released Claims” means Upon the final approval by the Court of this Settlement, and except as
19 to the right to enforce the terms and conditions of this Settlement Agreement, all Class Members,
20 except those who have filed a timely request for exclusion, hereby fully release Defendant and the
21 Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties,
22 premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of
23 whatever kind or nature, whether known or unknown, contingent or accrued, under any legal
24 theory under federal and state law for any alleged failure to pay all wages due (including minimum
25 and overtime wages), failure to pay for all hours worked (including off-the clock work, reporting
26 time pay, and on-call pay), failure to pay all premiums for meal and rest period violations, failure
27 to comply with California’s Paid Sick Leave law, failure to reimburse for necessary expenses,
28 failure to timely pay wages and final wages, failure to furnish accurate wage statements including
claims derivative and/or related to these claims, conversion of wages, and record-keeping
violations, during the Class Period. In addition, the Released Claims shall include without
limitation, claims that were raised, or that reasonably could have been raised based on the facts
and allegations in the Action under the applicable regulations, Wage Orders and Labor Code,
including sections 201, 202, 203, 204, 218, 218.5, 226, 226.3, 226.7, 227.3, 246, 246.5, 510, 511,
512, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802 as well as claims under
Business and Professions Code section 17200 et seq., as alleged in the Action, and/or Labor Code
section 2698 et seq. based on alleged violations of these Labor Code provisions, and the Fair
Labor Standards Act, 29 U.S.C. section 201, et seq

² “Released Parties” include, but are not limited to Adventist Health Systems/West and Adventist
Health Delano dba Delano Regional Medical Center and each of its past or present officers,
directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors,
consultants, members, insurers and reinsurers, and its and their respective successors and
predecessors in interest, subsidiaries, affiliates, parent companies, affiliated corporations, and
attorneys.

11. How Much Can I Expect To Receive?

Defendant will pay a Class Settlement Amount of \$550,000.00 (“Gross Settlement Fund”) to cover: (1) settlement payments to Settlement Class Members; (2) the costs of administering the settlement; (3) Class Representative Enhancement to the Plaintiff; (4) payment of \$15,000.00 to the California Labor and Workforce Development Agency (“LWDA”); and (5) the Class Counsel Award.

After deducting the Class Representative Enhancements, Class Counsel’s awarded attorneys’ fees and expenses, payment to the LWDA, and the Claims Administrator’s fees and expenses, the balance of the Gross Settlement Fund (the “Net Settlement Fund”) will be available for payment to Settlement Class Members. The Net Settlement Fund will be apportioned among Settlement Class Members based on membership in one or more subclasses, the number of workweeks and pay periods worked as a non-exempt hourly-paid employee during the Settlement Class Period and whether the member experienced a termination between September 13, 2019 and June 30, 2023. The Net Settlement Fund is [REDACTED].

The Settlement Payments for each Verified Settlement Class Member shall be determined on a pro-rata basis based on the formula below.

Each Participating Settlement Class Member’s Settlement Payment will be allocated as follows: 20% to satisfaction of claims for unpaid wages (subject to required wage withholdings and deductions), 30% to interest, and 50% to the satisfaction of claims for penalties.

An “Individual Settlement Payment” for each Class Member will then be determined by the following formula:

- i) Each member of the Class who worked a 12-Hour Alternative Workweek Schedule shall receive three (3) Settlement Shares for each Qualified Work Week worked during the period of September 13, 2019 and the end of the Class Period;
- ii) Each member of the the Class who worked a 10-Hour Alternative Workweek Schedule shall receive two (2) Settlement Shares for each Qualified Work Week worked during the period of September 13, 2019 and the end of the Class Period
- iii) Each member of the Class who worked other than a 12-Hour or 10-Hour Alternative Workweek Schedule shall receive one (1) Settlement Share for each Qualified Work Week worked during the period of September 13, 2019 and the end of the Class Period;
- iv) Each member of the Class who worked a 12-Hour or 10-Hour Alternative Workweek Schedule and whose employment by Defendant ended during the period of September 13, 2020 and the end of the Class Period shall be allocated twenty (20) Settlement Shares to resolve waiting time penalties claims;
- v) Each member of the Class who worked other than a 12-Hour or 10-Hour Alternative Workweek Schedule and whose employment by Defendant ended between May 23, 2022 (the date of the Supreme Court decision in *Naranjo v. Spectrum Security Services, Inc.*) and the end of the Class Period shall be allocated twenty (20) Settlement Shares to resolve waiting time penalties claims;
- vi) Each member of the Class who worked other than a 12-Hour or 10-Hour Alternative Workweek Schedule and whose employment by Defendant ended between September 13, 2020 and May 23, 2022 shall be allocated two (2) Settlement Shares to resolve waiting

- time penalties claims;
- vii) Each member of the Class who worked a 12-Hour Alternative Workweek Schedule shall receive three (3) Settlement Share for each pay period worked during the period of September 13, 2022 and the end of the Class Period to resolve wage statement penalties claims;
 - viii) Each member of the Class who worked a 10-Hour Alternative Workweek Schedule shall receive two (2) Settlement Share for each pay period worked during the period of September 13, 2022 and the end of the Class Period to resolve wage statement penalties claims;
 - ix) Each member of the Class who worked other than a 12-Hour or 10-Hour Alternative Workweek Schedule shall receive three (3) Settlement Share for each pay period in which the member received a meal period premium during the period of between May 23, 2022 and the end of the Class Period to resolve wage statement penalties claims;
 - x) Each member of the Class who worked other than a 12-Hour or 10-Hour Alternative Workweek Schedule shall receive one (1) Settlement Share for each pay period in which the member received a meal period premium during the period of September 13, 2020 and May 23, 2022 to resolve wage statement penalties claims ;
 - xi) The Administrator shall calculate the total Settlement Shares of all Settlement Class Members.
 - xii) To determine each individual Settlement Class Members share of the Net Settlement Amount (or Individual Settlement Payment), the Administrator shall divide each Settlement Class Member's total individual Settlement Shares by the total Settlement Shares of all Settlement Class Members and then multiply that number (or ratio) by the Net Settlement Amount as expressed in the following formula: Individual Settlement Share Ratio x Net Settlement Amount = Individual Settlement Payment.

Employee taxes will be withheld from the wages portion only in accordance with the most recent W-4 or withholding instructions provided to Defendant, unless none is available, in which case a Form 1099 shall be used. Defendant's employer contributions of all federal, state, and local taxes (including, but not limited to, FICA, FUTA, and SDI) in regard to the wage portion of the Individual Settlement Payments shall be paid by Defendant separately and in addition to the Gross Settlement Fund. This will be a claims-made settlement where 50% of the Net Settlement ("Settlement Floor") will be guaranteed to be paid to the Class Members that timely file claims based on the formula set forth above. If the amount claimed by Class Members is less than the Settlement Floor, the value of the claims will be increased pro-rata until the Settlement Floor is met. All wages paid to Settlement Class Members shall be reflected on their individual W-2 forms. All remaining portions of any Individual Settlement Payments made to Settlement Class Members shall, if required by applicable state and/or federal law, be reported on a federal form 1099 that shall be provided to the Individual Class Members.

Workweek Challenges. The number of Qualified Work Weeks you worked during the Class Period, as recorded in DRMC's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Work Weeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. The last page of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept DRMC's calculation

1 of Work Weeks based on DRMC's records as accurate unless you send copies of records
2 containing contrary information. You should send copies rather than originals because the
3 documents will not be returned to you. The Administrator will resolve Work Week challenges
4 based on your submission and on input from Class Counsel (who will advocate on behalf of
Participating Class Members) and DRMC's Counsel. The Administrator's decision is final. You
can't appeal or otherwise challenge its final decision.

5 **The Final Approval or Final Fairness Hearing will be on **DATE**. You are welcome to attend**
6 **and be heard by the Court. The Court may change the date/time of the hearing, so you**
7 **should consult the Court's website **ADDRESS** as the date approaches, if you want to appear.**
8 **It is unnecessary to file an objection with the Court to be heard on matters unrelated to an**
9 **objection. If you exclude yourself from the Settlement, you may not be heard at the Final**
10 **Approval Hearing.**

11 **12. How Will the Attorneys for the Class and Class Representative Be Paid?**

12 The attorneys for the Representative Plaintiff and the Class will be paid from the Gross Settlement
13 Fund. The actual amount awarded will be determined by the Court, but will not exceed
14 \$192,500.00, plus actual expenses and costs not to exceed \$14,000. Additionally, Plaintiff Carino
15 will seek reimbursement for his services as Class Representatives in an amount not to exceed
16 \$10,000.

17 IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class
18 Counsel at Moss Bollinger, LLP, Jeremy Bollinger, 15300 Ventura Boulevard, Suite 207 Sherman
19 Oaks, California 91403. (310) 982-2984, or the Settlement Administrator at the telephone number
20 listed below, toll free.

21 *Carino v. Adventist Health Delano*

22 Settlement Administrator

23 c/o

24 **[INSERT NAME OF ADMINISTRATOR]**

25 P.O. Box **[INSERT ADDRESS]**

26 ###, CA ###

27 Phone: **[INSERT PHONE NUMBER]**

28 **PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS
SETTLEMENT OR THE CLAIMS PROCESS.**

DATE: _____