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Attorneys for Plaintiffs

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

IGNACIO PEREZ, and LISZANDRA
PADILLA, individually, and on behalf of
other members of the general public similarly
situated; and KAREN RIOS, 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' General Act,

Plaintiffs,

vs.

COMMUNICARE HEALTH CENTERS, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CV-2019-469

Honorable Daniel M. Wolk
Department 9

CLASS ACTION

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

Date: November 30, 2022
Time: 9:00 a.m.
Department: 9

Complaint Filed: March 7, 2019
FAC Filed: June 4, 2019
SAC Filed: September 5, 2019
TAC Filed: December 12, 2019
FAC Filed: June 28, 2022
Trial Date: None Set

1 This matter has come before the Honorable Daniel M. Wolk in Department 9 of the Superior
2 Court of the State of California, for the County of Yolo, on November 30, 2022 at 9:00 a.m. for
3 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC
4 appears as counsel for Plaintiffs Ignacio Perez, Liszandra Padilla, and Karen Rios ("Plaintiffs"),
5 individually and on behalf of all others similarly situated and other aggrieved employees and Medina
6 McKelvey LLP appears as counsel for Defendant CommuniCare Health Centers ("Defendant").

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 Plaintiffs' Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Amended Joint Stipulation of Class Action
12 and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 "EXHIBIT A" to the Declaration of Edwin Aiwazian in Support of Plaintiffs' Motion for
14 Preliminary Approval of Class Action Settlement. This is based on the Court's determination that
15 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Litigation Costs, Enhancement Payments, LWDA Payment, Administration
3 Costs, and payments to the Settlement Class Members provided thereby, appear to be within the
4 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
5 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
6 and preliminarily finds that the monetary settlement awards made available to the Class Members
7 are fair, adequate, and reasonable when balanced against the probable outcome of further litigation
8 relating to certification, liability, and damages issues.

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

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

21 All current and former hourly-paid or non-exempt employees (excluding licensed
22 clinicians) who worked for Defendant within the State of California at any time
 during the period from March 7, 2015 through January 1, 2021.

23 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
24 ("Class Counsel").

25 8. The Court provisionally appoints Plaintiffs Ignacio Perez, Liszandra Padilla, and
26 Karen Rios as the representatives of the Class ("Class Representatives").

27 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to
28 handle the administration of the Settlement ("Settlement Administrator").

1 10. Within thirty (30) calendar days of the date of this Order, Defendant shall provide
2 the Settlement Administrator with the following information about each Class Member: full name,
3 last known home address, last known telephone number, dates of employment with Defendant as an
4 hourly-paid or non-exempt employee, Social Security number, the number of Workweeks during
5 the Class Period, the number of Workweeks during the PAGA Period, and whether or not the Class
6 Member signed a settlement agreement or cashed a settlement check from Defendant (collectively
7 referred to as the “Class List”) in conformity with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Proposed Class
9 Action Settlement and Workweeks Dispute Form (“Notice Packet” or “Notice”) attached hereto as
10 **“EXHIBIT 1”** and **“EXHIBIT 2.”** The Notice shall be provided to Class Members in the manner
11 set forth in the Settlement Agreement. The Court finds that the Notice appears to fully and accurately
12 inform the Class Members of all material elements of the Settlement, of Class Members’ right to be
13 excluded from the Settlement by submitting an opt out request, of Class Members’ right to dispute
14 the Workweeks credited to each of them, and of each Settlement Class Member’s right and
15 opportunity to object to the Settlement by submitting an objection to the Settlement Administrator.
16 The Court further finds that distribution of the Notice substantially in the manner and form set forth
17 in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
18 Agreement and this Order, meet the requirements of due process and shall constitute due and
19 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
20 Administrator to mail the Notice by First-Class U.S. mail to all Class Members within ten (10)
21 calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
24 to be excluded from the Settlement by submitting a timely written opt out request in conformity with
25 the requirements set forth in the Notice, to the Settlement Administrator, postmarked no later than
26 the date which is sixty (60) calendar days from the initial mailing of the Notice to Class Members
27 (“Response Deadline”), or, in the case of a re-mailed Notice, the Response Deadline will be the later
28 of either fifteen (15) calendar days from the date of the re-mailing or the original sixty (60) calendar

day deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid request to be excluded from the Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 9 of the Yolo County Superior Court, located at 1000 Main Street, Woodland, California 95695, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for the Attorneys' Fees and Litigation Costs, Enhancement Payments, and Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Litigation Costs, Enhancement Payments, and Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Settlement, a Class Member may serve the Settlement Administrator with a written notice of objection on or before the Response Deadline. In the alternative, a Class Member may appear at the Final Approval Hearing to object to the Settlement. Any written objection must be signed and must contain the information that is required, as set forth in the Notice, including and not limited to the grounds for the objection.

16. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any

document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

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

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable DANIEL M. WOLK
Judge of the Superior Court

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO
Ignacio Perez, et al. v. CommuniCare Health Centers
Case No. CV2019-469

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

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**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.
COMMUNICARE HEALTH CENTERS WILL NOT RETALIATE AGAINST YOU FOR
PARTICIPATING IN THIS SETTLEMENT.**

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Ignacio Perez and Karen Rios (together, “Plaintiffs”) and Defendant CommuniCare Health Centers (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the cases entitled *Ignacio Perez v. CommuniCare Health Centers*, Yolo County Superior Court, Case No. CV2019-469 and *Karen Rios v. CommuniCare Health Centers*, Yolo County Superior Court, Case No. CV2020-1659 (together, “Litigation”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

The purpose of this Class Notice is to inform you of the Settlement of this class action and your legal rights under the Settlement as follows:

- Defendant has agreed to settle the Litigation brought on behalf of all persons who work or worked for Defendant in California as an hourly-paid or non-exempt employee (excluding licensed clinicians) (“Class Members” or “Class”) during the period from March 7, 2015 through January 1, 2021 (the “Class Period”).
- Plaintiffs allege that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* and engaged in conduct that gives rise to civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.
- Defendant denies all of the allegations in the Litigation and denies that it violated any law.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Participate in the Settlement	If you are a Class Member, you do not need to take any action and will automatically receive a payment if you do not exclude yourself. If you accept a payment and do not exclude yourself you will give up certain rights as set forth on page 4 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Request Exclusion from the Settlement	If you choose to be excluded from the Class Settlement, you will not receive any payment under the Class Settlement. You must submit a timely and valid written request for exclusion to the Settlement Administrator, as provided below. This is the only option that allows you to bring your own claim against Defendant about the legal claims in this case. The Settlement will bind all Class Members who do not request exclusion (“Settlement Class Members”). However, any Class Member who submits a timely and valid Request to be Excluded will still be bound by the PAGA release contained in the agreement and will receive his or her Individual PAGA Share, if applicable.
Object to the Settlement	You may object to the Settlement only if you have not submitted a Request to be Excluded. You must submit a timely and valid written objection to the Settlement Administrator or appear at the Final Approval Hearing with or without submitting an Objection, as provided below.

WHY DID YOU RECEIVE THIS NOTICE?

You have received this Notice because Defendant’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

WHAT IS THIS LAWSUIT ABOUT?

On March 7, 2019, Ignacio Perez commenced a putative class action lawsuit by filing the Class Action Complaint for Damages (“*Perez Complaint*”) in Yolo County Superior Court, Case No. CV2019-469 (“*Perez Action*”). On June 4, 2019 Ignacio Perez filed a First Amended Class Action Complaint for Damages. On September 5, 2019, Ignacio Perez filed a Second Amended Class Action Complaint for Damages. On December 12, 2019 Ignacio Perez filed a Third Amended Class Action Complaint for Damages. The *Perez Complaint* alleges putative wage and hour causes of action on behalf of all current and former hourly-paid or non-exempt employees (excluding licensed clinicians) who worked for Defendant within the State of California at any time during the Class Period.

On December 7, 2020, Karen Rios filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“*Rios Complaint*”) commencing the action entitled *Karen Rios v. CommuniCare Health Centers*, Yolo County Superior Court, Case No. CV2020-1659 (“*Rios Action*”), on behalf of the State of California with respect to aggrieved employees who worked for Defendant in California at any time during the period from September 29, 2019 through January 1, 2021 (“PAGA Period”).

On June 28, 2022, Plaintiffs Ignacio Perez, Karen Rios and Liszandra Padilla filed a Fourth Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the *Perez Action* (“*Operative Complaint*”), adding Liszandra

Padilla and Karen Rios and her PAGA claims asserted in the *Rios* Action to the *Perez* Action, so that preliminary and final approval of the Settlement may be sought in the *Perez* Action.

Plaintiffs allege that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, statutory and civil penalties, interest, and attorneys’ fees and costs.

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the lawsuit. Defendant contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable law. Defendant further denies that the lawsuit is appropriate for class treatment for any purpose other than settling this lawsuit.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators (“Phoenix”) as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Ignacio Perez, Karen Rios and Lizabeth Padilla as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203 Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-102

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Litigation have merit or that Defendant has any liability to Plaintiffs or Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of a continued litigation, the settlement is fair, reasonable, adequate, and in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

B. Who is in the Class?

The Class consists of all current and former hourly-paid or non-exempt employees (excluding licensed clinicians) who worked for Defendant within the State of California at any time during the Class Period.

C. What does the Settlement provide?

1. Settlement Amount.

Defendant will pay a total of Five Hundred Sixty Seven Thousand Five Hundred Dollars and Zero Cents (\$567,500.00), with a credit for individual settlement payments already paid of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), for a maximum settlement amount of Seven Hundred Sixty Seven Thousand Five Hundred Dollars and Zero Cents (\$767,500.00) (“Maximum Settlement Amount”).

The following sums will be paid from the Settlement Amount: all Individual Class Shares (inclusive of employee’s share of taxes and all other legally required withholdings that would otherwise be due from the individual Class Members) to Settlement Class Members, Attorneys’ Fees (not to exceed 34% of the Settlement Amount, or \$262,500.00), Litigation Costs (not to exceed \$25,000.00), Administration Costs (estimated to be no more than \$10,000.00), the PAGA Penalties in the amount of \$65,000.00, and Enhancement Payments to the Plaintiffs (not to exceed \$7,500.00 each to Ignacio Perez and Karen Rios, and \$2,500.00 to Lizandra Padilla (for a total of \$17,500.00)). Any and all Employer Taxes which Defendant normally would be responsible for paying on the Individual Settlement Payments made to Settlement Class Members will be paid by Defendant separate and apart from the Maximum Settlement Amount.

The funds used for the Maximum Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall disburse the Court-approved Enhancement Payments to the Plaintiffs, Court-approved Attorneys’ Fees and Litigation Costs, Settlement Administration Costs, and the LWDA Payment at the same time and manner as the Individual Settlement Payments to the Settlement Class Members.

2. Net Settlement Fund

“Net Settlement Fund” means the Maximum Settlement Amount minus the Attorneys’ Fees, Litigation Costs, Settlement Administration Costs, the portion of the PAGA Penalties payable to the Labor and Workforce Development Agency (“LWDA Payment”), the Enhancement Payments to the Plaintiffs, and the \$200,000 credit for individual settlement payments that Defendant has already made.

3. Your Individual Settlement Payment Amount.

The Net Settlement Fund will be divided between Class Members who have signed settlement agreements or cashed settlement checks with Defendant (“Paid Settlement Class Members”) and Class Members who have not signed settlement agreements or cashed settlement checks with Defendant (“Unpaid Settlement Class Members”).

The Net Settlement Fund will be divided as follows: 61.85% of the Net Settlement Amount will be allocated to Unpaid Settlement Class Members, and 38.15% will be allocated to Paid Settlement Class Members.

The 25% portion of the PAGA Penalties (i.e., \$16,250) dedicated to aggrieved employees shall be distributed to all Settlement Class Members who worked for Defendant during the PAGA Period,

regardless of whether they have received a prior settlement check from Defendant, based on Workweeks during the PAGA Period.

The Settlement Administrator will calculate the total number of Workweeks for all Settlement Class Members who were employed by Defendant during the Class Period. The value of each Workweek shall be determined by the Settlement Administrator by dividing the portion of the Net Settlement Fund allocated to Paid Settlement Class Members by the total number of Workweeks worked by the Paid Settlement Class Members who do not “opt out” (as defined on page 5 below) during the Class Period (“Paid Workweek Point Value”).

An Individual Class Share for each Paid Settlement Class Member will then be determined by multiplying the Settlement Class Member’s Workweeks during the Class Period by the Paid Workweek Point Value. The Individual Settlement Payment will be reduced by any required legal deductions, for each participating Paid Settlement Class Member.

The same process will be followed to calculate the Individual Class Share for all Unpaid Settlement Class Members.

The \$16,500 will be allocated to all Settlement Class Members (regardless of whether they have received a prior settlement check from Defendant or not) based on the number of Workweeks that each Settlement Class Member worked for Defendant during the PAGA Period, which is September 29, 2019 to January 1, 2021.

4. Tax Matters.

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to Settlement Class Members reflecting the Individual Class Shares each Settlement Class Member receives under the Settlement. For tax purposes, Individual Class Shares will be allocated as follows: thirty-three percent (33%) as wages and sixty-seven percent (67%) as penalties and interest. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code and the California Franchise Tax Board.

Interest and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

D. What are you giving up to get a payment and stay in the Class?

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request to be Excluded (i.e., Settlement Class Members), will be deemed to waive, release, discharge Defendant, and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related corporations (“Released Parties”), of any and all claims asserted in the Operative Complaint and operative notice to the LWDA, all claims that could have been asserted in the Operative Complaint and operative notice to the LWDA arising out of the same operative facts, and any future amendments to the Operative Complaint, including but not limited to state wage and hour claims for any and all violations of California’s Labor Code and Unfair Competition Law based on

Defendant's alleged failure to pay wages for all hours worked (including minimum wages, straight time wages, and overtime wages), alleged failure to provide meal periods, alleged failure to authorize and permit rest periods, alleged failure to pay all wages due at the time of termination, alleged failure to furnish accurate, itemized wage statements, alleged failure to timely pay wages during employment, alleged failure to properly reimburse for all business-related expenses, civil penalties under California's Private Attorneys General Act of 2004 based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys' fees, litigation costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to California Labor Code and applicable Wage Orders ("Released Claims").

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department ____ of the Yolo County Superior Court, located at 1000 Main Street, Woodland, California 95695, on _____, _____, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payments to the Plaintiffs, and Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to Class Members. You may appear personally or through an attorney, at your own expense, to present your objection directly to the Court. However, any attorney who will represent you must file a notice of appearance with the Court and serve Class Counsel and Defendant's Counsel no later than the Response Deadline.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – PARTICIPATE IN THE SETTLEMENT**

IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE MONEY FROM THE SETTLEMENT, YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY BE INCLUDED IN THE SETTLEMENT AND ISSUED YOUR INDIVIDUAL SETTLEMENT PAYMENT.

The estimated amount of your Individual Settlement Payment is set forth on the Workweek Dispute Form which accompanies this Notice.

The amount of the Individual Settlement Payment paid to each Settlement Class Member is based upon the number of Workweeks you worked during the Class Period ("Individual Class Share") and PAGA Period ("Individual PAGA Share"). The number of Workweeks credited to you is also set forth on the accompanying Workweek Dispute Form. If you believe that the number of Workweeks stated is incorrect, you may dispute the number of Workweeks by following the instructions on the Workweek Dispute Form no later than [the Response Deadline]. If you believe that the number of Workweeks stated is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your Released Claims described in Section D above.

- **OPTION 2 – REQUEST EXCLUSION FROM THE SETTLEMENT**

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request ("Request to be Excluded") to the Settlement Administrator.

A Request to be Excluded must: (1) contain the case name and number of the *Perez* Action CV2019-469; (2) contain your full name, address, telephone number, and the last four digits of your Social Security number; (3) be signed by you; (4) contain a clear statement that you request to be excluded from the Settlement; and (5) be mailed to the Settlement Administrator, postmarked no later than **[the Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request to be Excluded will not be entitled to receive any payment from the Class Settlement, will not be bound by the Class Settlement (and the Released Claims described in Section D above), and will not have any right to object to, appeal, or comment on the Settlement. However, any Class Member who submits a timely and valid Request to be Excluded will still be bound by the PAGA release contained in the agreement and will receive his or her Individual PAGA Share, if applicable. Any Class Members who do not submit a valid and timely Request to be Excluded will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the Released Claims described in Section D above, as well as the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

So long as you have not submitted a Request to be Excluded, you can object to the terms of the Settlement, by submitting a written objection (“Objection”) to the Settlement Administrator or appearing personally or through an attorney, at your own expense, at the Final Approval Hearing to present your objection directly to the Court.

An Objection must: (1) contain the case name and number of the *Perez* Action CV2019-469; (2) contain your full name, address, telephone number, signature, and the last four digits of your Social Security number; (3) clearly state the grounds for the objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator, postmarked no later than **[the Response Deadline]**.

CHANGE OF ADDRESS

If you move after receiving this Notice, if it was mis-addressed, or if for any reason you want your Settlement Payment or future correspondence concerning this Litigation to be sent to a different address, you must supply your preferred address to the Settlement Administrator at **(Administrator’s Address)**.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed “Amended Joint Stipulation of Class Action and PAGA Settlement” and other papers which are on file with the Court.

The pleadings and other records in the Litigation are available for inspection at the Clerk’s Office of the Superior Court, County of Yolo, at the following address during normal business hours: 1000 Main Street, Woodland, California 95695.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL. Please refer to the *Ignacio Perez v. CommuniCare Health Centers* Class Action Settlement.

EXHIBIT 2

WORKWEEKS DISPUTE FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO

Ignacio Perez, et al. v. CommuniCare Health Centers
Case No. CV-2019-469

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

INSTRUCTIONS

IF YOU WERE EMPLOYED BY COMMUNICARE HEALTH CENTERS (“COMMUNICARE”) IN CALIFORNIA AS AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE (EXCLUDING LICENSED CLINICIANS) BETWEEN MARCH 7, 2015 TO JANUARY 1, 2021, THEN YOU ARE A CLASS MEMBER.

The amount of your estimated Individual Settlement Payment includes the combined amount(s) of your payment under the Class Settlement (“Individual Class Share”) and your payment under the PAGA Settlement, if applicable (“Individual PAGA Share”).

The amount of your estimated Individual Class Share is based upon the number of Workweeks you worked for CommuniCare in California from March 7, 2015 to January 1, 2021, and whether or not you have previously entered into a settlement agreement or cashed a settlement check from CommuniCare.

The amount of your estimated Individual PAGA Share is based upon the number of Workweeks you worked for CommuniCare in California from September 29, 2019 through January 1, 2021.

“Workweeks” are defined as any week in which you had a “time worked” entry in CommuniCare’s timekeeping system. Each Class Member will be credited with at least one (1) Workweek. The number of Workweeks applicable to your claim is set forth in Section I below. If you believe that the number of Workweeks stated is incorrect or that you did not enter into a settlement agreement or cash a settlement check, you may dispute the number of Workweeks, or that you entered into a settlement agreement or cashed a settlement check, by submitting this completed Workweeks Dispute Form with supporting documents on or before [60 calendar days after initial mailing]. **If you believe that the number of Workweeks stated below is correct or that you did sign a settlement agreement or cash a settlement check, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at the address listed above; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR WORKWEEKS

You worked as an hourly-paid or non-exempt employee (excluding licensed clinicians) for CommuniCare in California, which qualifies you as a Class Member, and your total number of Workweeks in this position are: **<<NUMBER OF WORKWEEKS>>**. Your total number of Workweeks during the PAGA Period, which determines your Individual PAGA Share, is: **<<NUMBER OF PAGA WORKWEEKS>>**.

- ☐ You previously signed a settlement agreement with CommuniCare or cashed a settlement check from CommuniCare.
- ☐ You have not previously signed a settlement agreement or cashed a settlement check from CommuniCare.

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the number of Workweeks stated above, and whether or not you signed a settlement agreement or cashed a settlement check, your estimated pre-tax Individual Settlement Payment is **<<INSERT>>**, which represents the combined amount(s) of your Individual Class Share and your Individual PAGA Share, if applicable, as stated below:

Based upon the number of Workweeks in the Class Period stated above, your estimated Individual Class Share is **<<INSERT>>**.

Based upon the number of Workweeks in the PAGA Period stated above, your estimated Individual PAGA Share is **<<INSERT>>**.

III. CHALLENGE TO WORKWEEKS

If you wish to dispute the Workweeks data listed, or dispute that you signed a settlement agreement or cashed a settlement check, you must postmark your dispute and provide all supporting information and/or documentation to the Settlement Administrator by **<<RESPONSE DEADLINE>>**.

Check the box below ONLY if you wish to dispute the data listed in Section I:

☐ I wish to dispute the number of Workweeks listed in Section I. I believe the correct amount of my Workweeks is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review CommuniCare's records and make a determination as to the validity of my dispute based upon CommuniCare's records as well as the records and information that I submit to the Settlement Administrator.

☐ I wish to dispute that I signed a settlement agreement with CommuniCare or cashed a settlement check from CommuniCare.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweeks Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

IGNACIO PEREZ, ET AL. v. COMMUNICARE CLASS ACTION SETTLEMENT

c/o

**[Insert]
address**

IF YOU ARE CONTESTING THE NUMBER OF WORKWEEKS CREDITED TO YOU, OR YOU ARE CONTESTING THAT YOU SIGNED A SETTLEMENT AGREEMENT OR CASHED A SETTLEMENT CHECK, YOU MUST SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE «RESPONSE DEADLINE».