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9 *Attorneys for Plaintiff and the Class*

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 09 2023

By 

Amaris Morales Eumana

Deputy

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 THERESA BINGHAM, individually, and on
13 behalf of other members of the general public
14 similarly situated and on behalf of other
15 aggrieved employees pursuant to the California
16 Private Attorneys General Act;

17 Plaintiff,

18 vs.

19 HERITAGE HEALTH CARE, INC., a
20 California corporation; and DOES 1 through
21 100, inclusive,

22 Defendants.

Case No.: CIVSB2029495

Honorable David S. Cohn
Department S26

**DECLARATION OF WILLIAM
ARGUETA ON BEHALF OF CPT
GROUP, INC.**

Date: April 3, 2023

Time: 10:00 a.m.

Dept: S-26

1 I, WILLIAM ARGUETA, DECLARE AS FOLLOWS:

2 1. I am employed as a Case Manager by CPT Group, Inc., the court-appointed class
3 action Settlement Administrator in the *Theresa Bingham v. Heritage Health Care, Inc.* matters.
4 I have personal knowledge of the facts set forth in this Declaration and, if called as a witness,
5 could and would testify competently thereto.

6 2. CPT Group, Inc. ("CPT") has extensive experience in providing notice of class
7 actions and administering class action settlements. In the past 30 years, we have provided
8 notification and/or claims administration services in hundreds of class action cases. CPT was
9 selected by the parties to provide notice of the settlement and processing services in this action.
10 In this capacity, CPT was charged with a) preparing, printing and providing to Class Members
11 the *Notice of Class Action Settlement* ("Class Notice"); b) processing undeliverable mail and
12 locating updated addresses for Class Members; c) establishing a toll-free number at 1-833-874-
13 0840 to assist and address any questions from Class Members; d) receiving and reporting any
14 Requests for Exclusion and Objections submitted by Class Members; e) processing disputes by
15 Class Members and/or PAGA Group Members; f) providing weekly reports to the parties; g)
16 establishing and administering a qualified settlement fund to disburse all settlement payments;
17 h) calculating Individual Settlement Shares for each Class Member; i) calculating Individual
18 PAGA Payments for each PAGA Group Member; j) issuing and distributing Class Counsel's
19 Attorneys' Fees and Litigation Costs, the Named Plaintiff's Enhancement Payment, the LWDA
20 Payment and payments to Settlement Class Members; k) calculating and remitting all amounts
21 due to the appropriate federal, state, and local tax authorities; l) receiving and reviewing other
22 communications about the settlement; m) filing any required reports with the Court; and n)
23 performing any additional tasks requested by the parties.

24 3. On October 26, 2022, CPT received the Court-approved text for the Class Notice
25 from Plaintiff's Counsel.

26 4. CPT prepared a draft of the Class Notice. The mailing consisted of a 6-page Class
27 Notice. CPT received approval of the Class Notice from the parties, and a sufficient number of
28 Notices were printed. Attached hereto as **Exhibit A** is a true and correct copy of the Class Notice
that was mailed to Class Members.

1 5. On November 14, 2022, CPT received data files from Defense Counsel
2 containing the following information for each Class Member and PAGA Group Member: (1) full
3 name; (2) last known address; (3) last known telephone number; (4) number of Workweeks
4 worked during the Class Period; (5) number of Workweeks worked during the PAGA Period;
5 (6) Social Security Number; and (7) last known email address (“Class List”). The final class list
6 contained 631 Class Members and 333 PAGA Group Members.

7 6. On November 28, 2022, CPT conducted a National Change of Address search in
8 an attempt to update Class Members’ addresses as accurately as possible. A search of this
9 database provided updated addresses for any individual that moved four years ago and notified
10 the U.S. Postal Service of his or her change of address.

11 7. On November 29, 2022, the Class Notices were mailed by First-Class U.S. Mail
12 to 631 Class Members and 333 PAGA Group Members. The deadline to submit disputes,
13 requests for exclusion or objections was January 13, 2023.

14 8. As of the date of this Declaration, thirty-nine (39) Class Notices have been
15 returned to our office and eight (8) Class Notices have been forwarded directly by the U.S. Postal
16 Service to a forwarding address for each of the Class Members. CPT performed a skip trace on
17 all returned mail that was returned with no forwarding address in an attempt to locate a better
18 address using Accurint, one of the most comprehensive databases available. Accurint utilizes
19 hundreds of different databases supplied by credit reporting agencies, public records and a
20 variety of other national databases.

21 9. As of the date of this Declaration, twenty-nine (29) Class Notices that were
22 returned and successfully skip traced were re-mailed during the response period. Ultimately, ten
23 (10) Class Notices remain undeliverable.

24 10. The deadline for Class Members to dispute the number of workweeks used to
25 calculate their Individual Settlement Shares and/or Individual PAGA Payments was January
26 13, 2023. As of the date of this Declaration, CPT has received zero (0) disputes.

27 11. The deadline for Class Members to request exclusion from the Class Settlement
28 was January 13, 2023. As of the date of this Declaration, CPT has received one (1) Request for
Exclusion from Maria Magdalena Peromingan.

12. The deadline for Class Members to object to the Class Settlement was January 13, 2023. As of the date of this Declaration, CPT has received zero (0) Objections to the settlement or any portion thereof.

13. According to the PAGA Settlement, all PAGA Group Members will automatically receive their Individual PAGA Payment. The portion of the PAGA Payment to be distributed to the PAGA Group Members shall be based on the number of Workweeks that each PAGA Group Member worked during the PAGA Period.

14. CPT reports that a total of six hundred and thirty (630) Class Members are part of this settlement, which represents a 99% participation rate.

15. The escalator clause in Paragraph IX.B. of the Settlement Agreement states if the actual number of Workweeks for the time period of December 30, 2016 through October 22, 2021 exceeds 40,000 by more than 10% (i.e., there are more than 44,000 Workweeks for the referenced time period, the Maximum Settlement Amount will be increased proportionally. The total number of Workweeks during this period was 40,385, which did not exceed the escalator clause.

16. Pursuant to the terms of the Joint Stipulation of Class Action and PAGA Settlement, Class Members will receive a *pro rata* share of the Net Settlement Amount based on the number of weeks Class Members worked for Defendant during the Class Period. As of the date of this Declaration, the estimated Net Settlement Amount available to the Class Members is as follows:

Maximum Settlement Amount	\$1,300,000.00
Less Attorneys' Fees (Requested)	\$455,000.00
Less Litigation Costs (Requested)	\$35,000.00
Less Enhancement Payment (Requested)	\$9,000.00
Less LWDA Payment	\$195,000.00
Less Employee PAGA Amount	\$65,000.00
<u>Less Administration Costs</u>	<u>\$15,000.00</u>
Remaining Net Settlement Amount	\$526,000.00

1 17. The average estimated Individual Settlement Share to each Settlement Class
2 Member is \$834.92. The highest estimated Individual Settlement Share to each Settlement
3 Class Member is \$3,438.50. The lowest estimated Individual Settlement Share to each
4 Settlement Class Member is \$13.02. The average estimated Individual PAGA Payment to each
5 PAGA Group Member is \$195.19. The highest estimated Individual PAGA Payment to each
6 PAGA Group Member is \$431.58. The lowest estimated Individual PAGA Payment to each
7 PAGA Group Member is \$3.75.

8 18. CPT will charge a total of \$15,000.00 in costs associated with the administration
9 of the settlement. This includes all costs incurred to date, as well as estimated costs involved
10 in completing the settlement.

11
12 I declare under penalty of perjury under the laws of the United States and the State of
13 California that the foregoing is true and correct and that this Declaration is executed on March
14 9, 2023, at Irvine, California.

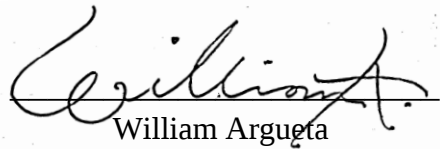
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19 William Argueta
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Bingham v. Heritage Health Care, Inc.
Superior Court of California for the County of San Bernardino
Case Nos. CIVSB2029495 and CIVSB2102827

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Theresa Bingham ("Plaintiff") and Defendant Heritage Health Care, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the class action case entitled *Bingham v. Heritage Health Care, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2029495 and the representative action case entitled *Bingham v. Heritage Health Care, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2102827 (together, the "Litigation"), which may affect your legal rights. On October 21, 2022, the Court granted preliminary approval of the settlement and scheduled a hearing on April 3, 2023 at 10:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from December 30, 2016 through January 24, 2022.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Group Members" mean all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from November 12, 2019 through January 24, 2022.

II. BACKGROUND OF THE LITIGATION

On November 12, 2020, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that she contends were violated ("LWDA Letter"). On December 30, 2020, Plaintiff filed a Class Action Complaint for Damages ("Class Action Complaint") in the San Bernardino County Superior Court, Case No. CIVSB2029495 ("Action"). On January 22, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("PAGA Complaint") in the San Bernardino County Superior Court, Case No. CIVSB2102827 ("PAGA Action").

On October 21, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action ("Operative Complaint"), consolidating the Action and the PAGA Action.

Plaintiff alleges that Defendant failed 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 compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff seeks, 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 laws.

After investigation and analysis of the claims, the Parties engaged in good faith, arm’s-length negotiations, and, as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On October 21, 2022, the Court entered an order preliminarily approving the Settlement. The Court has appointed CPT Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Theresa Bingham as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Group Member, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object to or seek exclusion from the PAGA Settlement; all PAGA Group Members will be bound by the PAGA Settlement if the Court grants final approval of the Settlement.

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total maximum settlement amount is One Million Three Hundred Thousand Dollars (\$1,300,000) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount less the following payments, which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$455,000) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) (“Litigation Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Nine Thousand Dollars (\$9,000) to Plaintiff for her services in the Litigation; (3) Administration Costs in an amount not to exceed Seventeen Thousand Dollars (\$17,000) to the Settlement Administrator; and (4) the amount of Two Hundred Sixty Thousand Dollars (\$260,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$195,000) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$65,000) will be distributed to PAGA Group Members (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or

non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator will determine each Class Member’s individual Workweeks.

The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Class Workweek Point Value”) and multiplied each Class Member’s individual Workweeks by the Class Workweek Point Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099, if applicable. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of the Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Group Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the Employee PAGA Amount by the total number of PAGA Workweeks of all PAGA Group Members (“PAGA Workweek Point Value”) and multiplied each PAGA Group Member’s individual PAGA Workweeks by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will be reported on an IRS Form 1099 (if applicable), and payment thereof will be issued to PAGA Group Members without any reduction for taxes and withholdings.

If the Court grants final approval of the Settlement, upon the occurrence of the Effective Date, Defendant will fund the Maximum Settlement Amount over the course of several years by way of three (3) installments:

- Within twenty-one (21) calendar days following the Effective Date (the “Initial Funding Date”), Defendant will make an initial deposit (the “First Installment”) of one-third (1/3) of the Maximum Settlement Amount (i.e., Four Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$433,333)) into an interest-bearing account established by the Settlement Administrator for administration of the Settlement;
- Within one (1) year of the Initial Funding Date (the “Second Funding Date”), Defendant will make a second deposit (the “Second Installment”) of one-third (1/3) of the Maximum Settlement Amount (i.e., Four Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$433,333)) into the account established by the Settlement Administrator for administration of the Settlement; and
- Within one (1) year of the Second Funding Date (the “Third Funding Date”), Defendant will make a third and final deposit (the “Third Installment”) of one-third (1/3) of the Maximum Settlement Amount (i.e., Four Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$433,333)) into the account established by the Settlement Administrator for administration of the Settlement.

The timing of the distribution of payments will depend on the date of Final Approval of the Settlement and the date on which Defendant funds the installments.

Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator by way of check. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From December 30, 2016 through January 24, 2022 (i.e., Class Period), you are credited as having worked «TotalWorkweeks» Workweeks.

From November 12, 2019 through January 24, 2022 (i.e., PAGA Period), you are credited as having worked «TotalPAGAWorkweeks» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case name and number of the Litigation (*Theresa Bingham v. Heritage Health Care, Inc.*, CIVSB2029495/CIVSB2102827); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (4) is mailed to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than January 13, 2023**.

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be «EstAmount». The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be «PAGAEstAmount».

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon full funding of the Maximum Settlement Amount, Plaintiff and all Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Members) waive, release, and discharge the Released Parties of any and all Released Class Claims.

Upon full funding of the Maximum Settlement Amount, Plaintiff, the State of California, and PAGA Group Members, waive, release, and discharge the Released Parties of any and all Released PAGA Claims.

“Released Class Claims” mean any and all wage-related claims that were alleged in or which could have been alleged in the Operative Complaint based on the factual allegations in the Operative Complaint, arising during the Class Period, including the following claims, under any legal theory of liability, for the: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed upon termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and the IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business and Professions Code section 17200, *et seq.*

“Released PAGA Claims” mean any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the LWDA Letter and Operative Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5- 2001.

“Released Parties” mean Defendant, and its divisions, affiliates, predecessors, successors, shareholders, past, present or future officers, directors and employees, members, agents, investment bankers, accountants, attorneys, trustees, representatives,

administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, reinsurers, clients, customers, suppliers, vendors, and related corporations.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$455,000, if the Maximum Settlement Amount is \$1,300,000) ("Attorneys' Fees") and reimbursement of litigation costs and expenses in an amount of up to Thirty-Five Thousand Dollars (\$35,000) ("Litigation Costs"), subject to approval by the Court. All Attorneys' Fees and Litigation Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Litigation on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Nine Thousand Dollars (\$9,000) ("Enhancement Payment"), in recognition of her services in connection with the Litigation. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and, if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment (if applicable) that she is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seventeen Thousand Dollars (\$17,000) ("Administration Costs") for the costs of the notice and settlement administration process, including but not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Group Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Class Member and/or PAGA Group Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must submit a written request ("Request for Exclusion"), that must: (1) contain the case name and number of the Litigation (*Theresa Bingham v. Heritage Health Care, Inc.*, CIVSB2029495/CIVSB2102827); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be mailed to the Settlement Administrator, postmarked **no later than January 13, 2023** at the following address:

Theresa Bingham v. Heritage Health Care, Inc. Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park, Irvine, CA 92606

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion from the Class Settlement will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court (as it pertains to the Class Settlement), if the Court grants final approval of the Settlement. However, consistent with applicable law, PAGA Group Members may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement), if the Court grants approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion from the Class Settlement, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A written objection must: (1) contain the case name and number of the Litigation (*Theresa Bingham v. Heritage Health Care, Inc.*, CIVSB2029495/CIVSB2102827); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than January 13, 2023**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on April 3, 2023 at 10:00 a.m., 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 Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please note, due to COVID-19, there are limitations on personal appearances, but telephonic appearances are available. You can visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sb-court.org/>. Please note, there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Litigation for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or online by visiting the following website: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking "Accept (Civil/Appeals)", clicking "Click here to access the Portal," clicking "Smart Search," and typing in the Court Case Number "CIVSB2029495" and/or "CIVSB2102827."

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: 1-(833) 874-0840, OR YOU MAY ALSO CONTACT CLASS COUNSEL.