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Attorneys for Plaintiffs

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

MARITZA TORRES, ANNETTE OLVERA
NUNEZ, individually, and on behalf of other
members of the general public similarly
situated; JESSICA SALCEDO, 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.

CLINICA SIERRA VISTA, a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: BCV-19-101966

Honorable Bernard C. Barmann, Jr.
Department H
1215 Truxton Ave. Bakersfield, CA 93301

CLASS ACTION

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

Date: November 7, 2024
Time: 8:30 a.m.
Department: H

Complaint Filed: July 16, 2019
Trial Date: None Set

1 This matter has come before the Honorable Bernard C. Barmann Jr., in Department H of
2 the Superior Court of the State of California, for the County of Kern, on November 7, 2024 at 8:30
3 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers for Justice, PC appears as counsel for Plaintiffs Maritza Torres, Annette Olvera Nunez, and
5 Jessica Salcedo ("Plaintiffs"), individually and on behalf of all others similarly situated and other
6 aggrieved employees and Klein, DeNatale, Goldner, Cooper, Rosenlieb & Kimball, LLC appears as
7 counsel for Defendant Clinica Sierra Vista ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

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

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

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

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1 4. The Court hereby approves the terms and conditions provided for in the Settlement.
2 The parties are ordered to carry out the Settlement according to its terms.

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

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

21 7. The Court conditionally certifies, for settlement purposes only, the Class, defined as
22 follows:

23 All current and former hourly-paid or non-exempt employees of Defendant in
24 California who worked at any time during the time period from July 16, 2015 through
the earlier of the date of this Order or June 27, 2024, or, if applicable, the Alternate
Class Period End Date, pursuant to Paragraph 39 of the Settlement Agreement.

25 8. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Helene Mayer
26 of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel"). Class Counsel is authorized
27 to act on behalf of the Class with respect to all acts required by, or which may be given, pursuant to
28 the Settlement, and such other acts reasonably necessary to finalize the Settlement and its terms.

Any Class Members may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

9. The Court provisionally appoints Plaintiffs Maritza Torres, Annette Olvera Nunez, and Jessica Salcedo as the representatives of the Class ("Class Representatives").

10. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the administration of the Settlement ("Settlement Administrator"). The Court directs the Administrator to mail the Class Notice to Class Members in accordance with the terms of the Settlement.

11. Within twenty-one (21) calendar days of the entry of this Order, Defendant shall provide the Settlement Administrator with the following information about each Class Member: last-known full name, mailing address, telephone number, Social Security Number, dates paid as an hourly-paid or non-exempt employee of Defendant in California during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks (collectively referred to as the "Class List") in conformity with the Settlement Agreement.

12. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice") attached hereto as "**EXHIBIT A.**" The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Settlement by submitting a Request for Exclusion, of Class Members' right to dispute the Workweeks credited to each of them by submitting a Workweeks Dispute, and of each Settlement Class Member's right and opportunity to object to the Settlement by mailing an Objection. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members and to post a copy of the Class Notice in English and Spanish and a copy of this Preliminary Approval Order on the Settlement Administrator's website through

the date of the Final Approval Hearing within fourteen (14) calendar days after receiving the Class List from Defendant, pursuant to the terms set forth in the Settlement Agreement.

13. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose to be excluded from the Settlement by submitting a timely written Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline will be extended by fifteen (15) calendar days from the initial Response 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 did not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

14. The Court further ORDERS that to facilitate administration of this Settlement, all Class Members, including Plaintiffs, are hereby enjoined from filing or prosecuting any claims, cases, suits, or administrative proceedings (including filing or pursuing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement, unless and until such Class Members have submitted valid and timely written Requests for Exclusion with the Administrator.

15. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department H of the Kern County Superior Court, located at 1215 Truxton Avenue, Bakersfield, California 93301, 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 Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs.

16. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payments, PAGA Amount, Settlement 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.

17. To object to the Settlement, a Class Member may mail a written Objection, and supporting documents, if any to the Settlement Administrator no later than the Response Deadline. The Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

18. 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.

19. 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.

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

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By: _____

The Honorable Bernard C. Barmann, Jr.
Judge of the Superior Court

EXHIBIT A

EXHIBIT "A"

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

Torres, et al. v. Clinica Sierra Vista, et al.,
Superior Court of the State of California, County of Kern, Case No. BCV-19-101966

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Clinica Sierra Vista ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiffs Maritza Torres, Annette Olvera Nunez, and Jessica Salcedo ("Plaintiffs") and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (July 16, 2015 through _____) ("Class Members"), and (2) penalties and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (July 16, 2020 through _____) ("Aggrieved Employees").

The Parties have reached a settlement, pending final court approval. ***The Court has not ruled on the merits of Plaintiffs' claims or Defendant's defenses.*** Defendant adamantly denies that it has done anything wrong and disputes all the claims in the Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency ("LWDA") and to Aggrieved Employees.

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant's records you are not eligible for that payment.)

The above estimates are based on Defendant's records showing that **you worked <<_____>> Class Workweeks** during the Class Period and **you worked <<_____>> workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are

affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.

Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Kern County Superior Court, located at 1215 Truxtun Ave, Bakersfield, CA 93301, in Department ____ before Judge _____. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many workweeks you worked at least one day during the PAGA Period. The number of Class Period and PAGA Period workweeks you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is this action about?

Plaintiffs were employees of Defendant. The Action accuses Defendant of violating California labor laws by: failing to pay overtime; failing to provide meal period premiums; failing to provide rest period premiums; failing to pay minimum wages; failing to timely pay wages upon termination; failing to timely pay wages during employment; failing to provide accurate and itemized wage statements; failing to keep requisite payroll records; failing to reimburse business expenses; and, engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”). The Second Amended Class Action Complaint, filed February 10, 2022, is the Operative Complaint in the Action.

Defendant denies that it has done anything wrong and disputes all the claims in the Action.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants has agreed to pay an “all in” amount of Eight Hundred Thousand Dollars (\$4,000,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 15 days after the Effective Date. The “Effective Date” means the date the Judgment is no longer subject to appeal. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$21,000.00, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees of up to thirty-eight percent (38%) of the Gross Settlement Amount, which presently equals \$1,520,000.00, and an additional amount to reimburse actual litigation costs incurred by

the Plaintiffs not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$7,500.00 each to the Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$425,000.00 relating to Plaintiffs' claim under PAGA, \$318,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$106,250.00 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$106,250.00) by the total number of PAGA Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Workweeks. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is July 16, 2020, through _____.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$1,981,500.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Workweeks. "Class Workweek" means any workweek during the Class Period in which a Class Member worked for Defendant for at least one day. The number of Class Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Class Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has

changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Ten Percent (10%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Ninety Percent (90%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to a charity, which are currently is proposed to be Court Appointed Special Advocates of Kern County.

Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date and full funding of the Total Settlement Amount, all Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and do hereby forever release, discharge, and agree to hold harmless the Released Parties from means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California

Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action, including but not limited to claims for: (1) failure to pay overtime wages (including, but not limited to, alleged failures due to inaccurate calculation of wages, rounding, off-the-clock work, and incorrect regular rate of pay calculations); (2) failure to provide meal periods and/or pay meal period premiums (including, but not limited to, alleged failures due to provide first and second meal periods, rounding, off-the-clock work, requiring on-premises or on-duty meal periods, otherwise non-compliant meal periods, failure to pay meal period premiums, and inaccurate calculation of meal premium payments); (3) failure to provide rest periods and/or pay rest period premiums (including, but not limited to, alleged failures due to permit rest periods for every four hour work period or major fraction thereof, rounding, off-the-clock work, requiring on-premises or on-duty rest periods, otherwise non-compliant rest periods, failure to pay rest period premiums, and inaccurate calculation of rest premium payments); (4) failure to pay minimum wages (including, but not limited to, alleged failures due to inaccurate calculation of wages, rounding, or off-the-clock work); (5) failure to timely pay wages upon termination (including, but not limited to, alleged failures due to incomplete payment of wages, late payment of wages, rounding, unpaid meal and rest period premiums, and off-the-clock work); (6) failure to timely pay wages during employment (including, but not limited to, alleged failures due to incomplete payment of wages, late payment of wages, rounding, unpaid meal and rest period premiums, and off-the-clock work); (7) failure to provide accurate, itemized wage statements (including, but not limited to, alleged failures due to incomplete payment of wages, rounding, unpaid meal and rest period premiums, and off-the-clock work); (8) failure to keep requisite payroll records (including, but not limited to, alleged failures to maintain and furnish accurate itemized wage statements and timekeeping records); (9) failure to reimburse business expenses (including, but not limited to, alleged failures to reimburse employees for personal cell phones, tools and supplies, uniforms, and travel expenses); (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200. The Released Class Claims excludes claims, if any, by Class Members for workers compensation; unemployment; disability benefits; causes of action which may be possessed by Class Members (other than the named Plaintiffs) under state or federal discrimination statutes, including, without limitation, wrongful termination and violation of the Fair Employment and Housing Act; and class claims outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date and full funding of the Total Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the PAGA based on the claims for: failure to pay all wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses, as well as all claims for PAGA penalties that were alleged, or

reasonably could have been alleged, based on the facts pleaded in the Action or Plaintiff Salcedo's PAGA Notice including, but not limited to, any and all claims for PAGA penalties pursuant to Wage Order 4-2001 and 5-2001 and Labor Code §§201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. Any PAGA Employee who submits a valid and timely Request for Exclusion are still entitled to their Individual PAGA Payment and have no right or ability to opt out of the portion of this Settlement releasing the Released PAGA Claims. Released PAGA Claims excludes claims, if any, by Class Members for workers compensation; unemployment; disability benefits; causes of action which may be possessed by Class Members (other than the named Plaintiffs) under state or federal discrimination statutes, including, without limitation, wrongful termination and violation of the Fair Employment and Housing Act; and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and any of its former, future, and/or current parents, subsidiaries, affiliates, insurers, joint venturers, partnerships, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives who could be liable for any of the Released Claims.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Workweeks.

Defendant's records reflect that you worked <<____>> Class Workweeks during the Class Period (July 16, 2015 through _____).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<____>>.

Defendant's records reflect that you worked <<____>> PAGA Workweeks during the during the PAGA Period (July 16, 2020, through _____). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 15 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

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

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Torres v. Clinica Sierra Vista* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Torres v. Clinica Sierra Vista*, Case No. BCV-19-101966. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to

approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amounts Class Counsel is requesting for attorneys' fees and litigation expenses and Plaintiffs is requesting as Class Representative Service Payment. Upon reasonable request, [INSERT] (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Simpluris, Inc. website at _____ for *Torres v. Clinica Sierra Vista* or on the website for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-19-101966.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Torres v. Clinica Sierra Vista*, Case No. BCV-19-101966, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Simpluris, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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Joanna Ghosh, Esq.

Helene Mayer, Esq.

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9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Division H of the Superior Court of California, County of Kern, at 1215 Truxtun Ave, Bakersfield, CA 93301, before Judge Bernard C. Barmann, Jr. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at <https://www.kern.courts.ca.gov/online-services/remote-court-hearings/remote-hearing-information>, or by telephone using Courtcall (<https://www.courtcall.com/>) at 888-882-6878.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Simpluris, Inc.'s website at _____ under *Torres v. Clinica Sierra Vista*. In addition, hearing dates are posted on the Internet via the Case Information page for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-19-101966.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Torres v. Clinica Sierra Vista* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Simpluris, Inc.'s website at _____ under *Torres v. Clinica Sierra Vista*. You may get more details by examining the Court's file on the Internet via the Case Information page for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-19-101966. If you wish to view the Court files in person, you do so at the Clerk's Office at the Metropolitan Division Justice Courthouse, 1215 Truxtun Ave, Bakersfield, CA 93301.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to a *cy pres* beneficiary, which is currently proposed to be Court Appointed Special Advocates of Kern County.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.