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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-NORWALK**

KISSY BARVARIN, 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;

Plaintiff,

vs.

RIVIERA NURSING & CONVALESCENT
HOME, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 21NWCV00812

Honorable Lee W. Tsao
Department C

CLASS ACTION

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

Date: January 5, 2026
Time: 9:30 a.m.
Department: C
Reservation ID: 726209232920

Complaint Filed: December 7, 2021
FAC Filed: April 11, 2025
Trial Date: None Set

1 This matter has come before the Honorable Lee W. Tsao in Department C of the Superior
2 Court of the State of California, for the County of Los Angeles, Norwalk Courthouse, on January
3 5, 2026 for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Kissy Barvarin ("Plaintiff"), individually
5 and on behalf of all others similarly situated and other aggrieved employees, and O'Hagan Meyer
6 LLP appears as counsel for Defendant Riviera Nursing & Convalescent Home, Inc. ("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 Plaintiff's Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement
12 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**"
13 to the Declaration of Vartan Madoyan in Support of Plaintiff's Motion for Preliminary Approval of
14 Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement
15 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
18 the 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 and
22 each other's respective positions. It further appears to the Court that the Settlement, at this time,
23 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
24 be presented by the further prosecution of the case. It further appears that the Settlement has been
25 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
26 entered into in good faith.

27 4. The Court preliminarily finds that the Settlement, including the allocations for the
28 Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty Amount, Settlement

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

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

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

19 All current and former hourly-paid or non-exempt employees of Defendant in
20 California employed during the Class Release Period.

21 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Vartan Madoyan,
22 and Scarlet Tunney of Lawyers for Justice, PC as Class Counsel.

23 8. The Court provisionally appoints Plaintiff Kissy Barvarin as the Class
24 Representative.

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

27 10. Within 14 calendar days after entry of the Preliminary Approval Order, Defendant
28 shall provide the Settlement Administrator with the Class Data in conformity with the Settlement
Agreement.

1 11. The Court approves, both as to form and content, the Notice of Class Action
2 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
3 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
4 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
5 of Class Members’ right to be excluded from the Class Settlement by submitting a Request for
6 Exclusion, of Class Members’ and PAGA Members’ right to dispute the Workweek(s) and/or
7 PAGA Pay Periods credited to each of them, and of each Settlement Class Member’s right and
8 opportunity to object to the Class Settlement. The Court further finds that distribution of the Class
9 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
10 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
11 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The
12 Court further orders the Settlement Administrator to mail the Class Notice to all Class Members
13 within 14 calendar days after receiving the Class Data from Defendant, pursuant to the terms set
14 forth in the Settlement Agreement.

15 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
16 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
17 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
18 for Exclusion no later than 60 calendar days from the initial mailing of the Class Notice (“Response
19 Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended an
20 additional 14 calendar days beyond the 60 calendar days initially provided. Any Class Member who
21 submits a Request for Exclusion from the Class Settlement is prohibited from making any
22 objections to the Class Settlement. Any Class Member who submits a timely and valid Request for
23 Exclusion will not be a Settlement Class Member and will not have any right to object, appeal, or
24 comment on the Class Settlement. Class Members who do not submit a timely and valid Request
25 for Exclusion by the Response Deadline shall be bound by the terms of this Agreement, any Court
26 order approving the terms of the Settlement, and the Final Approval Order and Judgment entered
27 thereon. PAGA Members shall be bound to the PAGA Settlement irrespective of whether they
28 exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department C of the Superior Court of California for the County of Los Angeles-Norwalk, located at 12720 Norwalk Blvd., Norwalk, CA 90650, 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 PAGA Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Settlement Administration Costs.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Administrator's declaration no later than 16 court days prior to the Final Approval Hearing.

15. Only Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written objection. The Objection (if submitted in writing) must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. A Settlement Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

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. Nor shall it or this Order constitute any finding, decision, or determination of fault, wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,

1 neither the Settlement, nor any document, statement, proceeding or conduct related to the
2 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
3 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
4 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
5 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
6 establish the existence of any condition constituting a violation of, or a non-compliance with state,
7 federal, local or other applicable law. except for legal proceedings concerning the implementation,
8 interpretation, or enforcement of the Settlement.

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

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

18
19 **IT IS SO ORDERED.**

20 Dated: _____

21 By: _____
The Honorable Lee W. Tsao
Judge of the Superior Court

EXHIBIT A

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

Barvarin v. Riviera Nursing & Convalescent Home, Inc.
Los Angeles Superior Court Case No. 21NWCV00812

***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.***

You may be eligible to receive money from a proposed settlement (“Settlement”) of an employee class action and California Private Attorneys General Act (“PAGA”) lawsuit (“Lawsuit”) against Riviera Nursing & Convalescent Home, Inc. (“Defendant”) that alleges Defendant violated California wage and hour law. The Lawsuit was filed by Plaintiff Kissy Barvarin (“Plaintiff” and referred to with Defendant herein as the “Parties”) and seeks payment of (1) unpaid wages, unreimbursed business expenses, restitution, statutory penalties, interest, and attorneys’ fees and costs for a class of all current and former hourly-paid or non-exempt employees (“Class Members”) of Defendant in California employed during the Class Release Period (January 15, 2020, through April 6, 2025); and (2) civil penalties under the PAGA for alleged wage and hour violations committed by Defendant for all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Release Period (April 4, 2020, through April 6, 2025) (“PAGA Members”).

Two main components of the Settlement are: (1) a Class Settlement that Defendant would fund to pay Individual Settlement Payments, and (2) a PAGA Settlement that Defendant would fund to pay Individual PAGA Payments and monies to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Release Period.)

The above estimates are based on Defendant’s records showing that **you were employed by Defendant in California for [REDACTED] Workweeks** during the Class Release Period (i.e., January 15, 2020, through April 6, 2025) and **you were employed by Defendant in California for [REDACTED] Pay Periods** (also referred to as “PAGA Pay Periods”) during the PAGA Release Period (i.e., April 4, 2020, through April 6, 2025). If you believe that you were employed more Workweeks during the Class Release Period or PAGA Pay Periods during the PAGA Release Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. 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 allotted to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment formally approving the Settlement that would then require Defendant to fund the Settlement and require Class Members and PAGA Members to give up their rights to assert certain claims against Defendant and other Released Parties as defined herein.

If Defendant employed you in California at any time during the Class Release Period and/or the PAGA Release Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the Settlement and be eligible for an Individual Settlement Payment. As a Settlement Class Member, you will give up your right to assert Released Class Claims (defined below) against the Released Parties. If you are a PAGA Member, you will automatically be bound to the PAGA Settlement, release the Released PAGA Claims (defined below), and be issued your Individual PAGA Payment.
- (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 Settlement Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendant. But, if you are also a PAGA Member, opting out of the Class Settlement will have no effect on your status as a PAGA Member. Instead, regardless of whether you opt out of the Class Settlement, you will remain eligible for an Individual PAGA Payment and release the Released PAGA Claims if the Court enters judgment granting final approval of the Settlement. Overall, PAGA Members cannot opt out of the PAGA Settlement.

Defendant will not retaliate against you for any actions you take with respect to the 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 Settlement Class Member, eligible for an Individual Settlement Payment. In exchange, you will give up your right to assert the Released Class Claims against the Released Parties. If you are also a PAGA Member, you will be eligible for an Individual PAGA Payment and, in exchange, will give up your right to assert the Released PAGA Claims against the Released Parties.
You Can Opt-Out of the Class Settlement but Not the PAGA Settlement The Opt-out Deadline is	If you do not want to participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Settlement Payment. Class Members who opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA Settlement. Pursuant to the PAGA Settlement, Individual PAGA Payments must be paid to all PAGA Members and, in exchange, the PAGA Members must give up their rights to pursue Released PAGA Claims against the Released Parties.

Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out can object to the Class 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 Plaintiff who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice. But, you cannot object to the PAGA Settlement even if you are a PAGA Member.
Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED] on [REDACTED] at [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Settlement Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Dispute the Calculation of Your Workweeks/Pay Periods Written Disputes Must be Submitted by [REDACTED]	The amounts of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many Workweeks and/or PAGA Pay Periods you were determined to have been employed for during the applicable periods, as follows: PAGA Pay Periods are calculated by the Settlement Administrator based on the number of weeks each PAGA Member worked as a hourly-paid, non-exempt employee of Defendant in California during the PAGA Release Period (based on a PAGA Member’s hire/cessation of employment dates). Workweeks are calculated by the Settlement Administrator based on the number of weeks each Class Member worked for Defendant as a hourly-paid, non-exempt employee during the Class Release Period (based on a Settlement Class Member’s hire/cessation of employment dates). Note, if you are still employed by Defendant and/or were employed by Defendant as of April 6, 2025, then you will be assigned an end date of April 6, 2025 (the last day of the Class Release Period and PAGA Release Period) for Workweek and PAGA Pay Period calculation purposes. Moreover, if you were hired by Defendant prior to January 15, 2020, you will be assigned a start date of January 15, 2020 for Workweek calculation purposes. If you are a PAGA Member and were hired by Defendant prior to April 4, 2020, you will be assigned a start date of April 4, 2020 for PAGA Pay Period calculation purposes. The number Workweeks and number of PAGA Pay Periods you were employed by Defendant for in California during the applicable periods are stated on the first page of this Notice. If you disagree with either of these numbers, you must dispute it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE LAWSUIT ABOUT?

Plaintiff is a former employee of Defendant. On September 30, 2021, Plaintiff Kissy Barvarin provided written notice to the LWDA and to Defendant of the provisions of the California Labor Code that Defendant allegedly violated (i.e., PAGA Notice). On November 29, 2023, Plaintiff Kissy Barvarin commenced a PAGA lawsuit entitled *Kissy Barvarin v. Riviera Nursing & Convalescent Home, Inc., et al.* in the Superior Court of California for the County of Los Angeles, Case No. 21NWCV00812. On March 20, 2025, Plaintiff Kissy Barvarin filed a Request for Dismissal in conformity with California Rules of Court, Rule 3.770, requesting the Court dismiss Defendant Riviera Healthcare, LLC from the Action, which was entered by the Court on the same day. On April 11, 2025, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.*, which effectively added class action claims (i.e., Operative Complaint). Overall, the Lawsuit accuses Defendant of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal periods and rest breaks and associated premiums/wages, 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 the California Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiff Kissy Barvarin has also asserted a claim for civil penalties and other related recoveries under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Lawsuit:

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Vartan Madoyan, Esq.
Scarlet Tunney, Esq.
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

The above attorneys are referred to as “Class Counsel.”

Defendant denies violating any laws or failing to pay any wages to its employees and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE LAWSUIT HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits of Plaintiff’s claims. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Lawsuit/Action (as defined in the Agreement) by negotiating to end the case by agreement (settle the case) rather than continue the expensive and time-consuming process of litigation. Ultimately, the negotiations between the parties were successful. By signing a detailed written settlement agreement, the Class Action and PAGA Settlement Agreement (“Agreement”), and agreeing to allow Plaintiff to ask the Court to enter a judgment ending the Lawsuit and enforcing the Agreement without challenge by Defendant, Plaintiff and Defendant have negotiated a Settlement that is subject to the Court’s Final Approval. Both sides agree the Settlement is a compromise of disputed claims.

By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims or the strength of any of Plaintiff’s claims. Nor does it admit to any failure to pay employees’ wages, compensation, and/or monies earned and/or owed or that it owes any penalties with respect to Plaintiff’s claims. Rather, Defendant has agreed to settle the matter to avoid incurring further attorneys’ fees/costs

that can, instead, be paid to its current and former employees to resolve the case and avoid further disruption to its operations.

Plaintiff 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) the Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine whether to grant final approval of the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$1,800,000.00 as the Total Settlement Amount (“Total Settlement Amount”). Defendant has agreed to deposit the Total Settlement Amount into an account controlled by the Settlement Administrator, a third-party company agreed to by the Parties and preliminarily approved by the Court. The Settlement Administrator will use the Total Settlement Amount to pay the Individual Settlement Payments (including employee-side taxes on same), Individual PAGA Payments, Enhancement Award, Class Counsel’s Attorney’s Fees and Costs, the Settlement Administration Costs, and monies to be paid to the California Labor and Workforce Development Agency (“LWDA”). Employer-side taxes due on the Individual Settlement Payments shall be paid by Defendant separately and in addition to the Total Settlement Amount. Defendant deposited the first payment in the amount of \$60,000.00 on January 21, 2025, and will continue making monthly payments of \$60,000.00 on the first of each month for 30 months thereafter until full funding of the Total Settlement Amount. The Judgment will be final on the date the Court enters Judgment, or a later date if Settlement Class Members object to the Settlement or the Judgment is appealed.
2. Court Approved Deductions from Total Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions/allotments from the Total Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$630,000.00 if the Total Settlement Amount remains \$1,800,000.00) to Class Counsel for attorneys’ fees and up to \$35,000 for their litigation expenses. To date, Class Counsel have worked and incurred fees and expenses on the Action without payment.
 - B. Up to \$7,500.00 to Plaintiff as an Enhancement Award for filing the Lawsuit, working with Class Counsel, assuming risks associated with pursuing the Lawsuit, and representing the Class. The Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Settlement Payment as a Class Member and/or Individual PAGA Payment as a PAGA Member (if applicable).
 - C. Up to \$9,000.00 to the Settlement Administrator for services administering the Settlement.
 - D. Up to \$150,000.00 in PAGA Penalties as consideration for the PAGA Settlement and to resolve the PAGA claim(s) asserted by Plaintiff in the matter, allocated as 75% to be paid to the LWDA and 25% to be paid to the PAGA Members based on their PAGA Pay Periods.

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

3. Net Settlement Amount Distributed to Settlement Class Members. After making the above deductions/allotments in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Total Settlement Amount (the “Net Settlement Amount”) by making Individual Settlement Payments to Settlement Class Members based on their respective Workweeks.
4. Employee Tax Withholdings on Payments to Settlement Class Members and Other Related Information. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to wages and 80% to penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to interest, penalties, and non-wage damages will be reported on an IRS Form-1099 by the Settlement Administrator. Also, the Parties are asking the Court to classify the Individual PAGA Payments as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Employer-side taxes shall be paid separately and in addition to the Total Settlement Amount.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California State Controller’s Unclaimed Property Fund in your name.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than [Response Deadline], that you wish to opt-out. See Section 4 herein on instructions on how to notify the Settlement Administrator you wish to opt-out of the Class Settlement. Class Members who exclude themselves from the Class Settlement will not receive Individual Settlement Payments, but will preserve their rights to personally pursue Released Class Claims against Defendant.

You cannot opt-out of the PAGA Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert Released PAGA Claims against Defendant if they are also PAGA Members.

7. 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. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff 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.
8. Settlement Administrator. The Court has appointed a neutral company, Simpluris, Inc. - (the “Settlement Administrator”), to send this Class Notice, calculate and make payments, and process

Class Members' Requests for Exclusion from the Class Settlement. The Settlement Administrator will also decide disputes regarding Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

9. Settlement Class Members' Release of Released Class Claims. Upon the Effective Date and full funding of the Total Settlement Amount, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any of their former and/or current parents, subsidiaries, affiliates, 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 ("Released Parties", which is defined to include Defendant) for Released Class Claims.

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

Plaintiff and all Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and 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 for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200 ("Released Class Claims").

Except as set forth in Sections 5.2 and 5.3 of the Agreement, Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims falling outside the Class Release Period.

10. PAGA Members' Release of Released PAGA Claims. Upon the Effective Date and full funding of the Total Settlement Amount, all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Class Settlement. This means that all PAGA Members, including those who are Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim or action against Released Parties based on the facts alleged in the Action (as defined in the Agreement) during the PAGA Release Period and resolved by this Settlement.

The PAGA Members' Release of Released PAGA Claims is defined as follows:

Plaintiff, the State of California and all PAGA Members 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 Labor Code Private Attorneys General Act (“PAGA”) predicated upon violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001 (“Released PAGA Claims”).

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Shares. The Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.
2. Individual PAGA Payments. The Settlement Administrator will divide the PAGA Payment, which is \$37,500.00, by the PAGA Pay Periods worked by all PAGA Members during the PAGA Release Period, resulting in the “PAGA Pay Period Value” and then multiply the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Release Period.
3. Workweek/PAGA Pay Periods Disputes. The number of Workweeks you were employed during the Class Release Period and the number of PAGA Pay Periods you were employed during the PAGA Release Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until **[Response Deadline]** to dispute the number of Workweeks and/or PAGA Pay Periods credited to you. A dispute to the calculations of Workweeks and/or PAGA Pay Periods must: (a) contain the case name and number of the Action (*Barvarin v. Riviera Nursing & Convalescent Home, Inc.*, Case No. 21NWCV00812), (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security Number, (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number to be credited to you, (d) attach any documentation that you have to support the dispute, and (e) is submitted by mail to the Settlement Administrator at the specified address, postmarked on or before **[Response Deadline]**. You can submit your dispute by signing and sending a letter to the Settlement Administrator via mail. Section 9 of this Notice has the Settlement Administrator’s contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant’s calculation of Workweeks and/or PAGA Pay Periods 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 Settlement Administrator will resolve Workweek and/or PAGA Pay Period disputes based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and Defendant’s Counsel. The Settlement Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment if you are entitled to both.

2. PAGA Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every individual who is eligible to receive payment under the PAGA Settlement as a PAGA Member but not an Individual Settlement Payment.

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

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

A written Request for Exclusion must: (a) contain the case name and number of the Action (*Barvarin v. Riviera Nursing & Convalescent Home, Inc.*, Case No. 21NWCv00812); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security Number; (c) contain a clear written statement indicating that you seek exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before **[Response Deadline]**. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by [Response Deadline], or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Settlement Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the **[Date of Final Approval Hearing]** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the Settlement is fair, and (2) a Motion for Attorneys' Fees and Costs and Enhancement Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation costs; and (ii) the amount Plaintiff is requesting as an Enhancement Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website **(url)** or the Court's website for a fee at <https://www.lacourt.org/casesummary/ui/>.

A Settlement Class Member who disagrees with the Class Settlement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Costs and Enhancement Award may wish to object, for example, that the proposed Class Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Settlement Administrator is [Response Deadline]**. An objection must: (a) contain the case name and number of the Action (*Barvarin v. Riviera Nursing & Convalescent Home, Inc.*, Case No. 21NWCv00812); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before **[the Response Deadline]**. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, a Settlement Class Member can object to the Class Settlement (or personally retain a lawyer to object at his/her own cost) by attending the Final Approval Hearing. If you plan on objecting to the Class Settlement, you (or your attorney) should be ready to tell the Court what you object to, why you

object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on (Date) at (Time) in Department C of the Los Angeles Superior Court, located at 12720 Norwalk Boulevard, Norwalk, CA 90650. At the Hearing, the Court will decide whether to grant Final Approval of the Settlement and how much of the Total Settlement Amount will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors to the Class Settlement, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect <https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at (url). You can also telephone or send an email to the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Lawsuit, Case No. 21NWCV00812. You can also make an appointment to personally review court documents in the Clerk's Office at the Norwalk Courthouse by calling (562) 345-3700. You may also telephone Class Counsel at the phone number provided in Section 1 above.

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

Settlement Administrator:

Simpluris, Inc.

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, then you can obtain your money from the Settlement from the California State Controller's Unclaimed Property Fund.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address