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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

KORINA MILIAN, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

vs.

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

Defendants.

Case No.: 22STCV01359 [*Consolidated
with Case No. 21STCV44511*]

Honorable Stuart M. Rice
Department 1

CLASS ACTION

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

Date: August 22, 2024
Time: 10:00 a.m.
Department: 1

NALLELY GOMEZ, KORINA MILIAN,
individually, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

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

Defendants.

Gomez Complaint Filed: December 6, 2021
Milian Complaint Filed: January 12, 2022
Gomez FAC Filed: January 12, 2022
Gomez SAC Filed: June 8, 2022
Milian FAC Filed: June 24, 2022
Trial Date: None Set

1 This matter has come before the Honorable Stuart M. Rice in Department 1 of the Superior
2 Court of the State of California, for the County of Los Angeles, on August 22, 2024 at 10:00 a.m.
3 for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers
4 *for* Justice, PC appears as counsel for Plaintiffs Korina Milian and Nallely Gomez (together,
5 "Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved
6 employees and Greene & Roberts LLP appears as counsel for Defendants Queenscare Health
7 Centers, presently known as Gracelight Community Health ("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 of Class Action and PAGA
13 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 **"EXHIBIT 1"** to the Declaration of Selena Matavosian in Support of Plaintiffs' Motion for
15 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
16 determination that the Settlement falls within the range of possible approval as fair, adequate, and
17 reasonable.

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

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

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

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

22 All current and former hourly-paid or non-exempt employees of Defendant in
23 California during the Class Period.

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Selena
25 Matavosian of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

26 8. The Court provisionally appoints Plaintiffs Korina Milian and Nallely Gomez as the
27 representatives of the Class (together, "Class Representatives").

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1 9. The Court provisionally appoints Simpluris, Inc., (“Simpluris”) to handle the
2 administration of the Settlement (“Settlement Administrator”).

3 10. Within thirty (30) calendar days of the date on which the Court enters this Order,
4 Defendant shall provide the Settlement Administrator, through a confidential transmission, with the
5 following information about each Class Member: last-known full name, last-known mailing
6 addresses, last-known telephone numbers, Social Security Number, and Workweek data during the
7 Class Period and, as applicable, during the PAGA Period (collectively referred to as the “Class and
8 PAGA List”), in conformity with the Settlement Agreement.

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

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member
25 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to
26 the Settlement Administrator, by mail or fax, by the date which is forty-five (45) calendar days from
27 the initial mailing of the Notice by the Settlement Administrator (“Response Deadline”), or, in the
28 case of a re-mailed Notice, the Response Deadline will be extended by fifteen (15) calendar days

1 from the date of the original forty-five (45) calendar day deadline. Any such person who timely and
2 validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any
3 recovery under the Class Settlement and will not be bound by the Class Settlement or have any right
4 to object, appeal, or comment thereon. Nevertheless, all current and former hourly-paid or non-
5 exempt employees of Defendant in California during the PAGA Period (“PAGA Members”) will be
6 bound by the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of
7 whether they submit a Request for Exclusion. Class Members who do not submit a timely and valid
8 Request for Exclusion from the Class Settlement (i.e., Settlement Class Members) shall be bound
9 by the Settlement Agreement and any final judgment based thereon.

10 13. A Final Approval Hearing shall be held before this Court on
11 _____ at _____ a.m./p.m.
12 in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los
13 Angeles, California 90012, to determine all necessary matters concerning the Settlement, including:
14 whether the proposed settlement of the action on the terms and conditions provided for in the
15 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
16 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
17 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
18 Members and PAGA Members; and determine whether to finally approve the requests for the
19 Attorneys’ Fees and Costs, Enhancement Payments, and Settlement Administration Costs.

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

24 15. To object to the Class Settlement, Class Members who have not submitted a valid
25 and timely Request for Exclusion (i.e., Participating Class Members) must submit a valid Notice of
26 Objection to the Settlement Administrator, by fax or mail, on or before the Response Deadline. The
27 Notice of Objection must be signed by the Participating Class Member and contain all information
28 required by the Settlement Agreement. Alternatively, a Participating Class Member may appear and

1 object at the Final Approval Hearing regardless of whether they had submitted a Notice of Objection.

2 16. The Settlement is not a concession or admission, and shall not be used against
3 Defendant as an admission of liability, of a violation of any law, or of any other wrongdoing as may
4 be alleged by Plaintiffs. Whether or not the Settlement is finally approved, neither the Settlement,
5 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
6 accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received
7 as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited
8 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
9 fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
10 implementation, interpretation, or enforcement of the Settlement.

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

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

20 **IT IS SO ORDERED.**

21
22 Dated: _____

By: _____

The Honorable Stuart M. Rice
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Korina Millian v. Queenscare Health Centers
Nallely Gomez, et al. v. Queenscare Health Centers
Superior Court of California for the County of Los Angeles
Case Nos. 22STCV01359 and 21STCV44511

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class action and representative action settlement has been reached between Plaintiffs Korina Milian and Nallely Gomez (together, "Plaintiffs") and Defendant Queenscare Health Centers, presently known as Gracelight Community Health ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled *Korina Millian v. Queenscare Health Centers*, Superior Court of California for the County of Los Angeles, Case No. 22STCV01359 ("*Milian Class Action*") and *Nallely Gomez, et al. v. Queenscare Health Centers*, Superior Court of California for the County of Los Angeles, Case No. 21STCV44511 ("*Gomez PAGA Action*"). The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees of Defendant in California during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from January 12, 2018 through June 22, 2023.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant in California during the PAGA Period.

"PAGA Period" means the period from October 2, 2020 through June 22, 2023.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims.

II. BACKGROUND OF THE LITIGATION

On September 30, 2021, Plaintiff Nallely Gomez provided written notice by certified mail ("*Gomez LWDA Notice*") to the California Labor & Workforce Development Agency ("LWDA") of her intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and on the basis for those claims.

On November 8, 2021, Plaintiff Korina Milian provided written notice by certified mail ("*Milian LWDA Notice*") to the LWDA of her intent to assert claims under PAGA and on the basis for those claims.

On December 6, 2021, Plaintiff Nallely Gomez filed the Complaint for Enforcement Under the Private Attorneys General

Act, California Labor Code § 2698, Et Seq. against Defendant in the Los Angeles County Superior Court, Case No. 21STCV44511 (the “*Gomez* PAGA Action”), alleging a single cause of action for civil penalties pursuant to the PAGA, on behalf of the State of California in connection with herself and aggrieved employees.

On January 12, 2022, Plaintiff Korina Milian commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendant in the Los Angeles County Superior Court, Case No. 22STCV01359 (the “*Milian* Class Action”).

On January 12, 2022, Plaintiff Nallely Gomez filed a First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the *Gomez* PAGA Action, adding Korina Milian as an additional named plaintiff (“*Gomez* First Amended Complaint”).

On June 8, 2022, Plaintiffs filed a Second Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the *Gomez* PAGA Action (“*Gomez* Second Amended Complaint”).

On June 24, 2022, Plaintiff Korina Milian filed a First Amended Class Action Complaint for Damages in the *Milian* Class Action (“*Milian* First Amended Complaint”).

On April 2, 2024, the Parties filed a stipulation to consolidate the *Milian* Class Action and *Gomez* PAGA Action and on April 2, 2024, the *Milian* Class Action and *Gomez* PAGA Action were deemed consolidated in the Los Angeles County Superior Court, with the *Milian* Class Action being the lead case (together, the *Milian* Class Action and *Gomez* PAGA Action are referred to as the “Actions”).

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

Defendant denies all of the allegations in the Actions and denies it violated the law.

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

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Korina Milian and Nallely Gomez as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

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

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million One Hundred Fifty Thousand Dollars and Zero Cents (\$1,150,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$402,500.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) (“Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to each of the Plaintiffs for their services in the Actions; (3) Settlement Administration Costs in an amount estimated to be Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement Administrator; and (4) the amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalty Amount”). The PAGA Penalty Amount will be distributed 75% (\$187,500.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$62,500.00) (“PAGA Member Amount”) shall be distributed to the PAGA Members.

Class Members are entitled to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks of employment for each Class Member during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks worked by Class Members during the Class Period and multiplied that value by the number of Workweeks worked by each respective Class Member during the Class Period to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as fifteen percent (15%) wages, which will be reported on an IRS Form W-2, and eighty-five percent (85%) interest, business expense reimbursement, meal or rest break premiums, and penalties, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive their *pro rata* share of the PAGA Penalty Amount (“Individual PAGA Payment”) based on the number of Workweeks each PAGA Member worked for Defendant as a non-exempt or hourly paid employee in California during the PAGA Period. The Settlement Administrator has divided the PAGA Member Amount by the total number of Workweeks worked by PAGA Members during the PAGA Period and multiplied that value by the number of Workweeks worked by each respective PAGA Member during the PAGA Period to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, within seven (7) business days after the Effective Date (as defined in the Settlement), Defendant will fund the Gross Settlement Amount, plus an amount sufficient for Employer Taxes.

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

Individual Settlement Payments and/or Individual PAGA Payments will be mailed to Settlement Class Members and PAGA

Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From January 12, 2018 through June 22, 2023 (i.e., Class Period), you are credited as having actually worked [REDACTED] Workweeks.

From October 2, 2020 through June 22, 2023 (i.e., PAGA Period), you are credited as having actually worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute that: (1) contains the case name and number of the *Milian* Class Action; (2) contains your full name, signature, address, telephone number, last four digits of your Social Security Number; (3) clearly states that you dispute the number of Workweeks credited to you and what you contend is the correct number of Workweeks that should be credited to you; (4) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (5) be returned to the Settlement Administrator by fax or mail at the specified address listed in Section IV.B below, postmarked or fax-stamped **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you during the Class Period and your estimated Individual PAGA Payment is based on the number of Workweeks credited to you during the PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

D. Released Claims

Upon full funding of the Gross Settlement Amount and the Effective Date, Plaintiffs and all Participating Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all Released Claims he or she may have or had.

Upon full funding of the Gross Settlement Amount and the Effective Date, all PAGA Members, and the State of California with respect to all PAGA Members, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims, actions, or causes of action alleged in the *Milian* Complaint and/or *Milian* First Amended Complaint or that reasonably could have been alleged based upon the factual allegations contained in the *Milian* Complaint and/or *Milian* First Amended Complaint, arising during the Class Period. These include and are not limited to, claims for alleged: failure to properly pay overtime, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to timely pay wages upon termination, during employment and associated waiting-time penalties, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage ("IWC") Orders (including, inter alia, Wage Order

Nos. 1-2001, 4-2001, 5-2001, and 7-2001), and violation of California Business and Professions Code section 17200 et seq. based on the aforementioned.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code section 2698, *et seq.*), that were alleged in the *Gomez* Second Amended Complaint, *Milian* LWDA Notice, and *Gomez* LWDA Notice, or reasonably could have been alleged based upon the factual allegations contained in the *Gomez* Second Amended Complaint, *Milian* LWDA Notice, and *Gomez* LWDA Notice, arising during the PAGA Period, for the alleged: failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses, in violation 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 and 2802, and IWC Wage Orders.

“Released Parties” means: (i) Defendant as it was previously named, QueensCare Health Centers, and/or as it has recently been renamed, Grace Light Community Health; (ii) each of Defendant’s respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundations, and non-profit entity which controls, is controlled by, or is under common control with Defendant; (iii) the past, present and future shareholders, directors, officers, agents, executive-level employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, payroll service providers, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$402,500.00) and reimbursement of litigation costs and expenses in an amount of up to Forty Thousand Dollars and Zero Cents (\$40,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) each (“Enhancement Payment”), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment (if applicable) that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes regarding Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

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

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written letter ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (1) contain the case name and number of the *Milian* Class Action; (2) be signed by you; (3) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (4) clearly state that you received the Notice, do not wish to participate in the settlement, and want to be excluded from the settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

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

C. Object to the Class Settlement

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

The Notice of Objection must include: (a) the case name and number of the *Milian* Class Action; (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) the dates you were employed by Defendant in California; (d) a written statement of all grounds for the objection accompanied by any legal support for such objection; (e) copies of any papers, briefs, or other documents upon which the objection is based; and (f) be submitted by fax or mail to the Settlement Administrator, postmarked on or before **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

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

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement

Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Actions for a fee by visiting the civil clerk's office, office during business hours (you must make an appointment prior to visiting the civil clerk's office), located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui>.

Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find information regarding the Court's most current COVID-19 guidelines online at: <https://www.lacourt.org/>.

You can find information regarding appearing remotely through LA CourtConnect online at: <http://www.lacourt.org/laceligibility/ui/civil.aspx?casetype=ci>. Please note that there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL