

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Ovsanna Takvoryan (SBN 217435)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MIREYA ARTEAGA, 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,

v.

ARCH HEALTH PARTNERS, an
unknown business entity; PACIFIC
ACCOUNTABLE MANAGEMENT, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2019-00041863-CU-OE-CTL

Honorable Timothy Taylor
Department C-72

CLASS ACTION

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

Date: November 18, 2022
Time: 1:30 p.m.
Department: C-72

Complaint Filed August 9, 2019
Trial Date: None Set

1 This matter has come before the Honorable Timothy Taylor in Department C-72 of the
2 Superior Court of the State of California, for the County of San Diego, on November 18, 2022 at
3 1:30 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appear as counsel for Plaintiff Mireya Arteaga ("Plaintiff"), individually and on behalf
5 of all others similarly situated employees and Fisher & Phillips LLP appear as counsel for
6 Defendants Arch Health Partners, Inc. and Pacific Accountable Management, LLC ("Defendants").

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 Settlement.

10 **IT IS HEREBY ORDERED THAT:**

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

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

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

26 4. The Court preliminarily finds that the Settlement, including the allocations for the
27 Class Counsel Fees and Costs, Enhancement Payment, Settlement Administration Costs, and PAGA
28 Payment, and payments to the Settlement Class Members provided thereby, appear to be within the

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

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

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

18 All individuals who are or were employed by Defendants as non-exempt employees
19 within the State of California at any time during the period from August 9, 2015 to
20 July 15, 2022.

21 7. The Court provisionally appoints Lawyers for Justice, PC as counsel for the Class
22 (“Class Counsel”).

23 8. The Court provisionally appoints Plaintiff Mireya Arteaga as the representative of
24 the Class (“Class Representative”).

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

27 10. Within fifteen (15) business days of the date of this Order, Defendants shall provide
28 the Settlement Administrator with the following information about each Class Member: full name,
last known mailing address, Social Security Number, the number of work weeks they worked

1 during the Class Period as an hourly and/or non-exempt employee of Defendants in California, and
2 the number of work weeks they worked during the PAGA Period as an hourly and/or non-exempt
3 employee of Defendants in California (collectively referred to as the “Class List and Data”) in
4 conformity with the Settlement Agreement.

5 11. The Court approves, both as to form and content, the Notice of Class Action
6 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
7 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
8 Class Notice appears to fully and accurately inform the Class Members of all material elements of
9 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting an opt
10 out request, of Class Members’ right to dispute the data provided by Defendants regarding the total
11 number of work weeks worked by Class Members during the Class Period and/or regarding the total
12 number of work weeks worked by PAGA Aggrieved Employees during the PAGA Period , and of
13 each Settlement Class Member’s right and opportunity to object to the Settlement. The Court further
14 finds that distribution of the Class Notice substantially in the manner and form set forth in the
15 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
16 and this Order, meet the requirements of due process and shall constitute due and sufficient notice
17 to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the
18 Class Notice by First-Class U.S. mail to all Class Members within ten (10) business days after
19 receiving the Class List and Data from Defendants,, pursuant to the terms set forth in the Settlement
20 Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
23 to be excluded from the Settlement by submitting a valid and timely Request for Exclusion. In order
24 to be valid and timely, the Requests for Exclusion must: (1) clearly state that the Class Member does
25 not wish to be included in the Settlement; (2) set forth the name, address, telephone number, and last
26 four digits of the Social Security Number of the Class Member requesting exclusion; (3) be signed
27 by the Class Member; (4) be returned by mail to the Settlement Administrator at the specified address
28 indicated in the Class Notice; and (5) be postmarked on or before the Response Deadline. By

submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised his or her option to opt out of the Settlement and not be bound by the Agreement, except that in light of the binding nature of a PAGA judgment on non-party employees, Class Members employed during the PAGA Period who exclude themselves from the Settlement shall still be bound by the release of any claims under the California Private Attorneys' General Act that accrued during the PAGA Period and are encompassed within the Released Claims. Any Class Member who submits a valid and timely Request for Exclusion will lack standing to object to the Settlement. 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 (except their share of the Net PAGA Penalties, if any) and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid request to be excluded from the Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department C-72 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, 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 Aggrieved Employees; and determine whether to finally approve the requests for Class Counsel Fees and Costs, Enhancement Payment, Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel Fees and Costs, Enhancement Payment, and 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.

1 15. Any Class Member who does not opt-out of the Settlement can object to the terms
2 of the Settlement by submitting a timely and complete written objection (“Objection”). In order to
3 be complete and timely, Objections must: (1) contain the Settlement Class Member’s full name,
4 telephone number, address, and the last four (4) digits of his or her Social Security number; (2) list
5 the case name and number of the Action; (3) state each specific reason in support of the objection
6 and any legal support for each objection; (4) if the objecting Settlement Class Member is represented
7 by counsel, the name, phone number, mailing address, and email address of such counsel; and (5) be
8 filed with the Clerk of the San Diego County Superior Court of the State of California and served
9 by mail to the Settlement Administrator, file-stamped and post-marked on or before the Response
10 Deadline.

11 16. The Settlement is not a concession or admission, and shall not be used against
12 Defendants as an admission or indication with respect to any claim of any fault or omission by
13 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
14 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
15 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
16 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
17 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
18 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
19 implementation, interpretation, or enforcement of the Settlement.

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

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1 18. 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 TIMOTHY TAYLOR
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Mireya Arteaga v. Arch Health Partners, et al.

Superior Court of California for the County of San Diego, Case No. 37-2019-00041863-CU-OE-CTL

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' 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 weeks worked that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Mireya Arteaga ("Plaintiff") and Defendants Arch Health Partners, Inc. and Pacific Accountable Management, LLC ("Defendants") in the case entitled *Mireya Arteaga v. Arch Health Partners, et al.*, San Diego County Superior Court, Case No. 37-2019-00041863-CU-OE-CTL ("Action"), which may affect your legal rights. On [date of Preliminary Approval] the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from August 9, 2015 to July 15, 2022.

"PAGA Aggrieved Employees" means all individuals who are or were employed by Defendants as non-exempt employees in California during the PAGA Period.

"PAGA Period" means the time period from August 9, 2018 to July 15, 2022.

II. BACKGROUND OF THE ACTION

On October 9, 2019, Plaintiff Mireya Arteaga commenced the Action by filing a Class Action Complaint for Damages ("Complaint") against Defendants. On April 29, 2022, Plaintiff Mireya Arteaga provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that she contends were violated ("LWDA Notice"). On [date First Amended Complaint was filed], Plaintiff amended the Complaint to add a cause of action under the Private Attorneys General Act of 2004. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action and that they violated any law.

After investigation and analysis of the claims, Plaintiff and Defendants (together, the "Parties") engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Mireya Arteaga as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Ovsanna Takvoryan, 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 need not take any action to receive an Individual Settlement Payment and Individual PAGA Payment (if eligible), but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the weeks worked credited to you for the Class Period and/or PAGA Period, if you so choose, as explained more fully in Sections III and IV below.

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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff or Class Members. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, PAGA Aggrieved Employees, and the State of California. The Court has made no ruling on the merits of the claims asserted in the Action 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 settlement amount is Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount 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) Class Counsel Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (*i.e.*, \$1,137,500.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Two Thousand Dollars (\$32,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00) to Plaintiff for her services in the Action; (3) Settlement Administration Costs in an amount currently estimated at Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator; and (4) the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Payment”). The PAGA Payment will be distributed 75% (\$187,500.00) to the LWDA (“LWDA Payment”) and 25% (\$62,500.00) to PAGA Aggrieved Employees (“Net PAGA Penalties”).

Class Members are entitled to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks worked by each Class Member who was employed by Defendant as a non-exempt employee in California during the Class Period.

PAGA Aggrieved Employees are entitled to receive payment under the Settlement of their *pro rata* share of the Net PAGA Penalties (“Individual PAGA Payment”) based on the number of weeks worked by each PAGA Aggrieved Employee who was employed by Defendant as a non-exempt employee in California during the PAGA Period.

The Settlement Administrator calculated the Individual Settlement Payments by first dividing the Net Settlement Amount by the total number of weeks worked by Class Members during the Class Period, and then multiplying that number by the number of weeks worked by each respective Class Member during the Class Period.

The Settlement Administrator calculated the Individual PAGA Payments by first dividing the Net PAGA Penalties by the total number of weeks worked by PAGA Aggrieved Employees during the PAGA Period, and then multiplying that number

by the number of weeks worked by each respective PAGA Aggrieved Employee during the PAGA Period.

Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment and their Individual PAGA Payment, if applicable, upon the Court’s final approval of the Settlement.

Class Members who submit a valid and timely Request for Exclusion, will only be issued their Individual PAGA Payment, if applicable, upon the Court’s final approval of the Settlement.

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

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

B. Your Weeks Worked Based on Defendant’s Records

According to Defendant’s records, you have been credited with [REDACTED] weeks worked during the Class Period and with [REDACTED] weeks worked during the PAGA Period.

If you wish to dispute the number of weeks worked credited to you, you must submit a written letter (“Workweeks Dispute”), which must be in writing and: (a) include the case name and number of the Action (*Mireya Arteaga v. Arch Health Partners, Inc., et al.*, 37-2019-00041863-CU-OE-CTL); (b) include your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) include a clear statement that you dispute the number of weeks worked credited to you and what you contend is the correct the number to be credited to you for the Class Period and/or the PAGA Period; (e) include information and/or documentation demonstrating that the number of weeks worked that you contend should be credited to you is correct; and (f) be submit by mail or fax to the Settlement Administrator at the specified address and/or fax number listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

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

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or

Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and the full funding of the Gross Settlement Amount, all Settlement Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns, shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released Claims.

“Released Claims” means: (a) all claims that were or could have been pled in the Operative Complaint based on facts and allegations made therein for violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2800 and 2802, that accrued during the Class Period; and (b) all claims that were or could have been pled in the Operative Complaint based on facts and allegations made therein for penalties under the California Private Attorneys' General Act predicated on the violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2800 and 2802 and/or the IWC Wage Orders, that accrued during the PAGA Period. Released Claims include, but are not necessarily limited to, minimum wages, overtime and double time wages (including, but not limited to, any claims for additional wages owed due to “rounding,” “off the clock work,” and/or not factoring bonuses, shift differentials, and other forms of incentive pay into the regular rate of pay); meal and rest breaks; failure to maintain accurate employment records; wage statement violations; separation pay violations; failure to pay wages timely during employment; failure to keep requisite payroll records; failure to reimburse business expenses; and unfair business practices, as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys’ fees or costs resulting therefrom.

“Released Parties” means Defendants and their respective present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, as well as any individual or entity that could be alleged to be jointly liable with Defendants.

Upon the Effective Date and full funding of the Gross Settlement Amount, all PAGA Aggrieved Employees, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns, shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and claims under the California Private Attorneys' General Act that accrued during the PAGA Period and are encompassed within the Released Claims.

E. Class Counsel Fees and Costs

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 \$1,137,500.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty-Two Thousand Dollars (\$32,000.00) (collectively, “Class Counsel Fees and Costs”), subject to approval by the Court. The Class Counsel Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000.00) (“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 of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweek Disputes, 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.

G. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment (if applicable) that she is entitled to under the Settlement.

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

A. Participate in the Settlement

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

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

As a Class 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 Settlement

If you do not wish to participate in the Settlement, you must submit a letter (“Request for Exclusion”) indicating a request to be excluded from the Settlement, which must be in writing and: (a) include the case name and number of the Action (*Mireya Arteaga v. Arch Health Partners, Inc., et al.*, 37-2019-00041863-CU-OE-CTL); (b) include your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) include a statement indicating that you do not wish to be included in the Settlement; and (d) be submitted by mail or fax to the Settlement Administrator at the specified address and fax number below, postmarked **on or before [Response Deadline]**.

[Settlement Administrator]

[Address]

[Fax Number]

If the Court grants final approval of the Settlement, any Class Member who does not submit a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Settlement (and the release of Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

PAGA Aggrieved Employees (Class Members who were employed by Defendant during the PAGA Period), will be issued Individual PAGA Payments and will be bound by the release of claims by PAGA Aggrieved Employees described in Section III.D above, even if they submit a Request for Exclusion.

C. Object to the Settlement

You can object to the terms of the 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.

A Notice of Objection must be in writing and: (a) include the case name and number of the Action (*Mireya Arteaga v. Arch Health Partners, Inc., et al.*, 37-2019-00041863-CU-OE-CTL); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) include 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 listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-72 of the San Diego County Superior Court, located at Hall of Justice, 330 W Broadway, San Diego, CA 92101 on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. At the Final Approval Hearing, the Court also will be asked to approve and award Class Counsel Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.ventura.courts.ca.gov/index.html>.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and documents filed in the Action by making an appointment with the Records Department, located at Hall of Justice, 330 W Broadway, San Diego, CA 92101, during business hours, or online by visiting the following website: <https://courtindex.sdcourt.ca.gov/CISPublic/casesearch>, selecting "civil" as the case type, "San Diego" as the case location, and typing in the numerals "201900041863" in the case number field.

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.