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

LATISHA ANQUNETTE JOHNSON,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

v.

AMERICARE HEALTH & RETIREMENT
INC., a California corporation;
SILVERGATE FALLBROOK, an unknown
business entity; AMERICARE
HEALTHCARE & RETIREMENT, INC., an
unknown business entity; SILVERGATE
SAN MARCOS, an unknown business entity;
SILVERGATE RETIREMENT RESIDENCE
& MEMORY CARE SUITES, AN
UNKNOWN BUSINESS ENTITY; AND
DOES 1 THROUGH 100, INCLUSIVE,

Defendants.

Case No.: 37-2022-00051286-CU-OE-CTL

Honorable Joel R. Wohlfeil
Department C-73

CLASS ACTION

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

Date: November 3, 2023
Time: 9:00 a.m.
Department: C-73

Complaint Filed: December 22, 2022
Trial Date: None Set

1 This matter has come before the Honorable Joel R. Wohlfeil in Department C-73 of the
2 Superior Court of the State of California, for the County of San Diego, on November 3, 2023 at 9:00
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for*
4 Justice, PC appears as counsel for Plaintiff Latisha Anqunette Johnson ("Plaintiff"), individually
5 and on behalf of all others similarly situated and other aggrieved employees, and Paul, Plevin,
6 Sullivan & Connhaughton LLP appears as counsel for Defendant AmeriCare Health & Retirement,
7 Inc. ("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 Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and Private Attorney General
13 Act Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 "EXHIBIT 1" to the Declaration of Annabel Blanchard in Support of Plaintiff's Motion for
15 Preliminary Approval of Class Action Settlement. This is based on the Court's determination that
16 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

27 ///

28 ///

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

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

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

21 All persons who are or have been employed by Defendant in California as nonexempt
22 employees at any time during the Settlement Period.

23 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
24 ("Class Counsel").

25 8. The Court provisionally appoints Plaintiff Latisha Anquenne Johnson as the
26 representative of the Class ("Class Representative").

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

1 10. Within fifteen (15) calendar days of the date on which the Court grants preliminary
2 approval of the Settlement, Defendant shall provide the Settlement Administrator with the following
3 information about each Class Member: (1) last known full name; (2) last known mailing address;
4 (3) last known telephone number; (4) Social Security number; and (5) start and end dates of
5 employment as a non-exempt employee of Defendant in California during the Settlement Period
6 (collectively referred to as the “Class Data List”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action
8 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
9 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
10 Class Notice appears to fully and accurately inform the Class Members of all material elements of
11 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting a Request
12 for Exclusion, of Class Members’ right to dispute the Workweek(s) credited to each of them, and of
13 each Settlement Class Member’s right and opportunity to object to the Settlement by submitting an
14 objection to the Settlement Administrator. The Court further finds that distribution of the Class
15 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
16 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
17 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
18 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all
19 Class Members within twenty-five (25) calendar days of the Preliminary Approval Order, pursuant
20 to the terms set forth in the Settlement 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 timely written Request for Exclusion in
24 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
25 postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of
26 the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class
27 Notice, the Response Deadline will be the later of either fifteen (15) calendar days from the date of
28 the re-mailing or the original forty-five (45) calendar day deadline. Any such person who timely

1 and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled to any
2 recovery under the Settlement and will not be bound by the Settlement or have any right to object,
3 appeal, or comment thereon. Class Members who have not submitted a timely and valid request to
4 be excluded from the Settlement (i.e., Settlement Class Members) shall be bound by the Settlement
5 Agreement and any final judgment based thereon.

6 13. A Final Approval Hearing shall be held before this Court on
7 _____ at _____ a.m./p.m. in
8 Department C-73 of the San Diego County Superior Court, located at 330 West Broadway, San
9 Diego, California 92101, to determine all necessary matters concerning the Settlement, including:
10 whether the proposed settlement of the action on the terms and conditions provided for in the
11 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
12 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
13 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
14 Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs,
15 Service Award, LWDA Payment, and Settlement Administration Costs.

16 14. Class Counsel shall file a motion for final approval of the Settlement and for
17 Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs, along with the
18 appropriate declarations and supporting evidence, including the Settlement Administrator's
19 declaration, by _____, to be heard
20 at the Final Approval Hearing.

21 15. To object to the Settlement, a Class Member must serve the Settlement
22 Administrator with a written objection on or before the Response Deadline. The objection must be
23 signed and must contain the information that is required, as set forth in the Class Notice, including
24 and not limited to the grounds for the objection.

25 16. The Settlement is not a concession or admission, and shall not be used against
26 Defendant as an admission or indication with respect to any claim of any fault or omission by
27 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
28 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts

thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

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

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

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable Joel R. Wohlfeil
Judge of the Superior Court

EXHIBIT A

*Johnson v. AmeriCare Health & Retirement, Inc.**Case No. 37-2022-00051286-CU-OE-CTL**Superior Court of California, San Diego County,*

If you worked as a nonexempt employee of AmeriCare Health & Retirement, Inc. in California during the period from January 2, 2016 through December 2, 2021, you may be entitled to receive money from a class action settlement.

The Superior Court of California, County of San Diego, authorized this Class Notice.

This is not a solicitation from a lawyer.

PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.

- The settlement resolves a class-action lawsuit, *Johnson v. AmeriCare Health & Retirement, Inc.* (the “Lawsuit”), which alleges Defendant: (1) failed to pay class members for all overtime hours worked; (2) failed to provide Class members legally-compliant meal periods under California law; (3) failed to provide Class Members legally-compliant rest breaks under California law; (4) failed to pay Class Members minimum wages for all hours worked; (5) failed to pay all wages owed upon discharge from employment; (6) failed to timely pay Class Members; (7) failed to issue to the Class Members legally-compliant wage statements; (8) failed to keep requisite payroll records for Class Members; (9) failed to reimburse Class Members for necessary business expenses; (10) Violation of California Business & Professions Code §§ 17200, et seq.; and (11) engaged in conduct which gives rise to penalties under the California Private Attorneys General Act (“PAGA”) California Labor Code §2698, et seq.
- Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws. The Court has not made any determination of the validity of the claims in the Lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Simpluris, Inc., about why you object to the settlement and they will forward your concerns to counsel and then to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for [Date and Time] in Department C-73 of the San Diego County Superior Court.

- The \$1,470,000 Gross Settlement Amount will be used to settle claims of all Settlement Class Members. The amount of each Settlement Class Member's individual settlement payment will be determined by the number of weeks the Settlement Class Member worked in California from January 2, 2016 through December 2, 2021 ("Settlement Period").
- The Court has preliminarily approved this settlement. A final fairness hearing addressing the fairness, adequacy, and reasonableness of the Settlement will be held on [FINAL APPROVAL HEARING DATE] to determine whether the Settlement should receive the Court's final approval.
- Lawyers for the Class Members will be asking the Court to award \$514,500 to be paid out of the settlement (35% of the Gross Settlement Amount) as attorneys' fees for investigating the facts, litigating the case, and negotiating the settlement, as well as reasonable costs incurred during the case not to exceed \$40,000. They also will ask the Court to approve a service award in the amount of \$7,500 to Plaintiff, who assisted in litigating this case for the benefit of all Class Members, and who will also provide a general release of claims.
- Any questions? Read on or visit www._____.com.

BASIC INFORMATION

1. Why did I get this Class Notice package?

Defendant's records show that you work, or previously worked, for Defendant in California as a nonexempt employee during the Settlement Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

Plaintiff in this Lawsuit, Latisha Anqunette Johnson, alleged that during the Settlement Period, Defendant violated California law by failing to pay Class Members for all overtime hours worked, failed to provide legally-compliant meal periods, failed to provide legally-compliant rest breaks, failed to provide minimum wages for all hours worked, failed to pay all wages owed upon discharge from employment, failed to provide timely payment of all wages earned, failed to provide legally-compliant wage statements, failed to keep requisite payroll records, and failed to reimburse necessary business expenses. As noted above, Defendant denies each of these allegations and contends that Plaintiff's claims have no merit whatsoever. A copy of the most recent version of the complaint may be found at www._____.com.

3. Why is this a class action?

In a class action, one or more people called Class Representatives make allegations on behalf of other people whom they allege have similar claims. All these people comprise a Class and are referred to as Class Members, except those who decide to exclude themselves from the Class. One court resolves the issues for all Class Members.

4. Why is there a settlement?

The Parties disagree on the probable outcome of the case with respect to liability and damages. The Plaintiff believes the claims asserted against Defendant are valid and could be proven if the case went to trial. Defendant believes the Plaintiff's claims have no merit and that they would not prevail if the case went to trial. The defendant further contends that, other than in the context of this settlement, the case is not suitable for class treatment. The Court has not decided

in favor of the Plaintiff or the Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption that are associated with continued litigation, and they have therefore chosen to resolve their differences by entering into a settlement. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Plaintiff and Class Counsel believe that this settlement is fair and reasonable and is in the best interests of all Class Members.

5. What is a class action settlement?

The Court must approve the terms of the settlement described below as fair and reasonable to the class. Once approved, the settlement will affect all Class Members except those who choose to opt out. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may get. Please read this entire Class Notice carefully.

6. How do I know if I am a Class Member?

If you fit the following description then you are a Class Member: Nonexempt employees who worked for AmeriCare Health & Retirement, Inc. in California during the Settlement Period.

7. Are there exceptions to being included?

You are not a Class Member if you were not employed by Defendant as a nonexempt employee in California during the Settlement Period. You can also choose to be excluded from this settlement by opting out of this settlement, in which case you will not be a Settlement Class Member.

8. I'm still not sure if I am a Class Member. What should I do?

You may contact the Settlement Administrator for further information, or you may also contact Class Counsel at the phone number provided in Section 22 of this Notice. Or, you can do nothing, and if you are entitled to a payment you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you should contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

9. What does the settlement provide?

The Parties have agreed to settle the Lawsuit for a “Gross Settlement Amount” of One Million Four Hundred Seventy Thousand Dollars and No Cents (\$1,470,000). This means that the entire Gross Settlement Amount will be paid out, subject to various Court-approved deductions listed below in this Section. In addition to the Gross Settlement Amount, Defendant will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. The Gross Settlement Amount shall be deemed in satisfaction of: (1) the claims in the Lawsuit; (2) claims for attorneys’ fees not to exceed 35% of the Gross Settlement Amount (\$514,500) and costs of Class Counsel not to exceed \$40,000; (3) a service payment to Plaintiff not to exceed \$7,500; (4) all costs of third-party settlement administration not expected to exceed \$12,000, or such other amount approved by the Court; and (5) payment to the Labor and Workforce Agency of \$150,000 as its share of the PAGA civil penalties.

10. How was payment calculated?

The funds payable to Class Members will be divided up *pro rata* using the following formula:

From the Gross Settlement Amount, payments will be made to the Class Counsel, the Class Representative, the Settlement Administrator, and the Labor and Workforce Development Agency. What remains after these payments are made is called the “Net Settlement Amount,” depending on the final Court-approved deductions

as discussed above. The Net Settlement Amount shall be paid pro rata to each Class Member based on the number of weeks worked by the Settlement Class Member in California during the Settlement Period.

11. How much will I get from the settlement?

Defendant's records indicate that you worked <<[REDACTED]>> weeks as a nonexempt employee of Defendant during the Settlement Period. Based on these records, your estimated payment as a Settlement Class Member would be \$<<EstimatedAward>>.

Class Members who do not opt-out will be paid out of the Net Settlement Amount. One-third of each Settlement Payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued. The remaining two-thirds of each Individual Settlement Payment will be designated for interest and penalties, for which an IRS Form 1099 shall be issued.

If you believe you had a different number of weeks worked than the number referenced above, you may dispute your calculation by providing written documentation to the Settlement Administrator supporting your position on or before [RESPONSE DEADLINE]. Your dispute must contain: your full name, address, signature, and last four digits of your Social Security number; and any facts supporting your dispute, along with any supporting materials confirming that the weeks attributed to you are incorrect. If you do not dispute your weeks worked calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. The Settlement Administrator's determination of disputes will be final and non-appealable. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

12. When would I get my payment?

As set forth in Section 18, below, the Court will hold a hearing on [DATE OF FINAL APPROVAL] to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone has filed a timely objection. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, you may call the Settlement Administrator at XXX-XXX-XXXX, or contact Class Counsel (see section 22 for contact info.). *Please be patient.*

13. What claims am I releasing?

Upon the court's final approval of the class settlement and entry of final judgment, each Settlement Class Member shall be deemed to have released Defendant and all of its parents, subsidiaries, predecessors, successors, affiliates, and related entities, and its and their respective shareholders, officers, directors, employees, administrators, fiduciaries, trustees, agents, and benefit plans (collectively the "Released Parties"), from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action, arising at any point during the Settlement Period, which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Operative Complaint filed in this Action, including without limitation to, claims for restitution and other equitable relief, claims for unpaid wages, unpaid overtime wages, meal/rest period penalties, waiting time penalties, unfair business practices, failure to provide accurate wage statements, failure to reimburse business expenses, declaratory relief, accounting, injunctive relief, civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (Labor Code Section 2698 et seq.), claims for penalties of any nature whatsoever arising out of the Released Claims, or any other benefit claimed on account of allegations and claims which are reasonably related to the allegations and claims asserted in the Operative Complaint filed in this action and thus could have been asserted. The release shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers' compensation, claims arising while classified as exempt from overtime, claims outside of the Settlement Period, or any other claim or right that as a matter of law cannot be waived or released.

14. Do I have a lawyer in this case?

The Court has appointed Lawyers *for* Justice, PC to represent you and all the other Class Members in this action. Class Counsel will be compensated from the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of \$514,500 (35% of the Gross Settlement Amount) to them for attorneys' fees, as well as costs in an amount not to exceed \$40,000. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement. Defendant has agreed not to oppose Class Counsel's application for these fees and expenses. The Court may choose to award less than the amount requested by Class Counsel. All other payments to the Plaintiff and to the Settlement Administrator also come from the Gross Settlement Amount.

16. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. To do so, you must prepare and submit in writing your signed and dated statement that you want to be excluded from the settlement. You must include your name, address and last four digits of your social security number; the name of the case and the case number, and a clear statement that you seek to be excluded from the Settlement. Your written statement must be received or mailed to the Settlement Administrator, [Settlement Administrator], and be postmarked no later than [RESPONSE DEADLINE], or it will not be considered and you will still remain a Settlement Class Member, and be bound by the settlement. [Settlement Administrator]'s address is listed in section 23, below.

17. How do I tell the Court that I do not agree with the settlement?

If you do not opt out, you can object to the settlement if you do not agree with it. You should give reasons why you think the Court should not approve the settlement and the Court will consider your views. To object, and to have the Court hear your views, you should send a letter saying that you object to the settlement and give your reasons. Be sure to include your name, address and last four digits of your social security number, case name and number, and provide both the legal and the factual reasons you object to the settlement, and indicate whether you intend to appear at the Final Fairness Hearing. Your objection is to be mailed to the Settlement Administrator, [Settlement Administrator], and must be postmarked no later than [RESPONSE DEADLINE]. [Settlement Administrator]'s address is listed in section 23, below.

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to appear at the hearing.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on [DATE OF FINAL APPROVAL HEARING] in Department C-73 of the San Diego County Superior Court. At this hearing, which will be held telephonically due to COVID-19, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the Court will consider them. The Judge will listen to people who attend the hearing and who have not opted out. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not required.

20. May I speak at the hearing?

If you wish to speak at the Final Approval Hearing, you may appear at the scheduled Final Approval Hearing. You cannot speak at the hearing if you have opted out of the Settlement.

21. What happens if I do nothing at all?

You will be a member of the settlement class. You will be bound by the release as set forth under question 13. Once the Settlement is finally approved by the Court, and the necessary deadlines have passed, you will be mailed your settlement check.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This Class Notice summarizes the proposed settlement. You may call or contact the Settlement Administrator or Class Counsel if you would like more information about the case. The pleadings and other records in this litigation, including the Settlement Agreement, may be also obtained on the settlement website here: url.com. The pleadings and other records in this litigation may be examined online on the San Diego County Superior Court's website, at <https://roa.sdcourt.ca.gov/roa/>. After arriving at the website, enter the case year (2022) and the case number (00051286) as the case number and click 'SEARCH.' Images of every document filed in the case may be purchased at a minimal charge. Class Counsel may be reached at:

LAWYERS FOR JUSTICE, PC
Edwin Aiwarzian
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

23. How do I get more information?

You may visit www., call the Settlement Administrator at [[phone](tel:)], or Class Counsel above, or write to the Settlement Administrator at [[address](mailto:)].

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT WITH INQUIRIES.