

ZORIK MOORADIAN, Bar No. 136636

zorik@mooradianlaw.com

HAIK HACOPIAN, Bar No. 282361

haik@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

Facsimile: (888) 783-1030

Attorneys for Plaintiff Julia Garcia, individually and on behalf of other persons similarly situated and similarly aggrieved employees

Shoham J. Solouki, Esq., CSB No.

shoham@soloukisavoy.com

SOLOUKI SAVOY LLP

316 West 2nd Street, Suite 1200

Los Angeles, California 90012

Phone: 213.814.4940

Fax: 213.814.2550

Attorneys for: Plaintiff JUAN MANUEL CONTRERAS, individually and on behalf of other persons similarly situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JULIA GARCIA, JUAN MANUEL
CONTRERAS, individually and on behalf
of other persons similarly situated and
similarly aggrieved employees,

Plaintiffs,

v.

NEW VISTA NURSING OPERATOR,
LLC, an active California Limited
Liability Company; and DOES 1 through
10,

Defendants.

Case No.: 22STCV08228

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Kenneth R. Freeman
in Dept. SS-14]*

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Final Approval Hearing Date: Dec. 17, 2024
Final Approval Hearing Time: 10:00 a.m.
Dept.: SS-14

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**TO THE HONORABLE COURT, PARTIES, AND THEIR ATTORNEYS OF
RECORD:**

PLEASE TAKE NOTICE that, on August 8, 2024, the Court entered the Order Granting Motion for Preliminary Approval of Class Action Settlement, a true and correct copy of which is appended hereto.

Dated: August 9, 2024

**MOORADIAN LAW, APC
SOLOUKI SAVOY LLP**

By: /s/Haik Hacopian

Zorik Mooradian, Esq.,
Haik Hacopian, Esq.,
Shoham J. Solouki, Esq.,
Attorneys for Plaintiffs, individually and
on behalf of other persons similarly
situated and other aggrieved employees

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1 ZORIK MOORADIAN, Bar No. 136636
2 zorik@mooradianlaw.com
3 HAIK HACOPIAN, Bar No. 282361
4 haik@mooradianlaw.com
5 **MOORADIAN LAW, APC**
6 24007 Ventura Blvd., Suite 210
7 Calabasas, CA 91302
8 Telephone: (818) 487-1998
9 Facsimile: (888) 783-1030

10 Attorneys for Plaintiff Julia Garcia, individually and on behalf of other persons similarly
11 situated and similarly aggrieved employees

12 [ADDITIONAL COUNSEL LISTED AFTER CAPTION]

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

15 JULIA GARCIA, JUAN MANUEL
16 CONTRERAS, individually and on behalf
17 of other persons similarly situated and
18 similarly aggrieved employees,

19 Plaintiffs,

20 v.

21 NEW VISTA NURSING OPERATOR,
22 LLC, an active California Limited
23 Liability Company; and DOES 1 through
24 10,

25 Defendants.

Case No.: 22STCV08228

CLASS AND REPRESENTATIVE
ACTION

[Assigned to Hon. Kenneth R. Freeman
in Dept. SS-14]

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

[FILED CONCURRENTLY WITH
NOTICE OF MOTION AND MOTION;
DECLARATION OF HAIK
HACOPIAN WITH EXHIBITS;
DECLARATION OF ZORIK
MOORADIAN; DECLARATION OF
SHOHAM J. SOLOUKI;
DECLARATION OF JULIA GARCIA;
DECLARATION OF JUAN MANUEL
CONTRERAS]

Date: June 6, 2024

Time: 10:00 a.m.

Dept.: SS-14

1 Shoham J. Solouki, Esq., CSB No.
2 shoham@soloukisavoy.com
3 SOLOUKI SAVOY LLP
4 316 West 2nd Street, Suite 1200
5 Los Angeles, California 90012
6 Phone: 213.814.4940
7 Fax: 213.814.2550

8 Attorneys for: Plaintiff JUAN MANUEL CONTRERAS, individually and on behalf
9 of other persons similarly situated and similarly aggrieved employees
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1 On June 6, 2024, the Court considered the motion of Plaintiff Julia Garcia and Plaintiff
2 Juan Manuel Contreras for preliminary approval of the Parties' proposed class action
3 Settlement.

4 The Court having read and considered the papers on the motion submitted by Class
5 Counsel, having heard the presentation of Class Counsel and Defendant's counsel, having
6 reviewed all of the submissions presented with respect to the proposed Settlement, having
7 carefully considered the requirements for class certification, and having preliminarily
8 determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED
9 ADJUDGED, and DECREED that:

10 1. Preliminary Approval of the Class Action Settlement is GRANTED pursuant
11 to Cal. Rules of Court, rule 3.769;

12 2. The Settlement, as set forth in the Class Action and PAGA Settlement
13 Agreement ("Settlement Agreement"), is in all respects fair, reasonable, adequate, and in the
14 best interests of the Settlement Class, and it is preliminarily approved. Except as expressly set
15 forth herein, the Parties shall effectuate the Settlement Agreement according to its terms. The
16 Settlement Agreement, and every term and provision thereof, shall be deemed incorporated
17 herein as if explicitly set forth and shall have full force of an Order of this Court;

18 3. The Court finds that the notice plan set forth in the Settlement Agreement
19 constitutes the best notice practicable under the circumstances and shall constitute due and
20 sufficient notice to the Settlement Class of the pendency of the Action, the terms of the
21 Settlement Agreement, the Final Approval Hearing, and satisfies the requirements of
22 California law and federal due process law;

23 4. The proposed Settlement Class is provisionally certified under Civ. Code §
24 382, with the Class consisting of:

25 All current and former non-exempt, hourly paid employees who
26 worked for Defendant New Vista Nursing Operator, LLC in California
at any time during the period from March 7, 2018 to June 11, 2023
("Class Period").

5. Plaintiff Julia Garcia and Plaintiff Juan Manuel Contreras are appointed as the

Class Representatives;

6. Zorik Mooradian and Haik Hacopian of Mooradian Law, APC and Shoham J. Solouki of Solouki & Savoy, LLP are appointed as Class Counsel for the class;

7. Phoenix Settlement Administrators is appointed as the third-party administrator (“Settlement Administrator”);

8. The proposed settlement of Plaintiffs’ Private Attorneys General Act (the “PAGA”) claims is preliminarily approved;

9. The proposed Class Notice, attached as **Exhibit A** to this Order, is approved and shall be disseminated according to the notice plan described in the Settlement Agreement and substantially in the form submitted;

10. The timeline of events leading up to the Final Approval Hearing, in accordance with the Settlement Agreement, is as follows:

Event	Period	Deadlines (assuming grant of preliminary approval as of June 6, 2024)
Deadline for Defendant to deliver Class Data to the Settlement Administrator	Not later than 15 business days after the Court grants Preliminary Approval of the Settlement (S.A. §4.2)	June 28, 2024
Deadline for Administrator to notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.	No later than three (3) business days after receipt of the Class Data (S.A. §7.4.1)	July 3, 2024
Deadline for Administrator to send Class Notice to Class	No later than fourteen (14) days after receiving the Class Data (S.A. §7.4.2)	July 12, 2024
Response Deadline for Class Members	Sixty (60) days after the mailing of the Class Notice (S.A. §1.4.3)	September 10, 2024
Extended Response Deadline for	An additional seven (7)	September 17, 2024

Class Members whose Class Notice has been remailed	days beyond the Response Deadline (S.A. §7.4.4)	
Deadline for Administrator's Declaration	Fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval (S.A. §7.8.5)	November 4, 2024
Deadline for Plaintiffs' to provide draft of Final Approval documents to Defendants	Not later than seven (7) days prior to filing the Motion for Final Approval (S.A. §10)	November 11, 2024
Deadline for filing of Final Approval Motion		November 18, 2024
Deadline for Parties to file response to any objections	No later than five (5) court days prior to the Final Approval Hearing (S.A. §10.1)	December 10, 2024
Final Approval Hearing		December 17, 2024 at 10:00 a.m.

11. In conformity with the Class Notice, Settlement Class Members wishing to be excluded from the Settlement Class must submit a written request for exclusion requesting exclusion from the Settlement on or before the expiration of the opt out period (60 days after the date that the Class Notice is mailed);

12. In conformity with the Class Notice, any Settlement Class Member who does not opt out of the Settlement may object to the settlement, either personally or through an attorney, orally at the Final Approval Hearing or by providing written notice that the Settlement Class Member is objecting to the Settlement Administrator, which written notice must be postmarked no later than 60 days after the date that the Class Notice is mailed;

13. A Final Approval Hearing will be held on **December 17, 2024 at 10:00 a.m.**, to determine if the proposed settlement should be granted final approval. The Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiffs' request for Class Representative Service Payments, Class Counsel's request for Attorney's Fees, Class Counsel's request for Costs, payment to the LWDA, and payment to the Settlement Administrator. Any Settlement Class Member who complies with the procedures and requirements specified in the Class Notice may appear at the Final Approval Hearing;

1 14. Class Counsel is to file and serve the Motion for Final Approval of Class
2 Action Settlement and for Awards of Class Representatives' Service Awards, Attorneys'
3 Fees, Costs, payment to the LWDA, and payment to the Settlement Administrator, by
4 **November 18, 2024**; and

5 15. The Court shall retain jurisdiction necessary to effectuate this Order and
6 consider all further applications out of or in connection with the Settlement.

7
8 Dated: 08/08/2024



By: _____

Honorable Kenneth R. Freeman
Judge of the Superior Court
Kenneth R. Freeman/Judge

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

Julia Garcia v. New Vista Nursing Operator, LLC
Los Angeles Superior Court Case No.: 22STCV08228

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against NEW VISTA NURSING OPERATOR, LLC ("Defendant") for alleged wage and hour violations. The Action was filed by Julia Garcia and Juan Manuel Contreras ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt, hourly paid employees who worked for Defendant within the State of California at any time during the Class Period of March 7, 2018 to June 11, 2023 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt, hourly paid employees who worked for Defendant within the State of California during the PAGA Period of May 5, 2021 to June 11, 2023 ("Aggrieved Employees").

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

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

The above estimates are based on Defendant's records showing that **you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period**. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is .	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by .	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [REDACTED] Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or by telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by [REDACTED].	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide compliant meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: MOORADIAN LAW, APC and SOLOUKI SAVOY LLP (“Class Counsel”). Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendant is represented by attorneys in the Action: LANDEGGER VERANO & DAVIS, ALC (“Defense Counsel”).

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

- (1) Defendant Will Pay \$500,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement by April 11, 2024, or within 30 days after the Judgment entered by the Court become final, whichever comes later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- (2) Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a) Up to \$175,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b) Up to \$10,000.00 to each named plaintiff as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - c) Up to \$9,000.00 to the Administrator for services administering the Settlement.
 - d) Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- (3) Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- (4) Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion.

The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- (5) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. (sco.ca.gov).
- (6) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) who are Aggrieved Employees remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA claims alleged in the Action.

- (7) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- (8) Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator

will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

- (9) Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the "Released Class Claims" released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its related entities based on the Class claims alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the release of the following "Released Class Claims":

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been alleged based on the facts set forth in the operative complaint in the Action that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or provide premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements and maintain payroll records; (f) failure to timely pay all wages due upon separation of employment; (g) failure to timely pay all wages due during employment; (h) failure to reimburse for necessary business expenses; (i) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (j) violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. Except for Released PAGA Claims being released by Aggrieved Employees, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The "Released Parties" means: Defendant, and each of its former and present directors, officers, principals, trustees, shareholders, owners, managers, managing

agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

- (10) Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has fully funded the Gross Settlement, all Aggrieved Employees will be barred from asserting any of the "Released PAGA Claims" against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA claims alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' will be bound by the release of the following "Released PAGA Claims":

All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative complaint in the Action, the PAGA Notice (and any amendments or supplements thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall entitle Defendant to bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- (1) Individual Class Payments. The "Net Settlement Amount" is calculated by deducting from the Gross Settlement Amount the amounts approved by the Court for the Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- (2) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of the PAGA Penalties (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b)

multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

- (3) Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- (1) Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any.
- (2) Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

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

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

Submit a written and signed letter with your name, present address, telephone number, the last four digits of your social security number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Julia Garcia v. New Vista Nursing Operator, LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is** **_____**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Julia Garcia v. New Vista Nursing Operator, LLC* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **_____** at **_____** in Department **14** of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's **website (url)** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) 's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. **22STCV19234**. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Settlement Administrator:

Name of Company

Email Address

Mailing Address

Telephone

Fax Number

Attorneys for the Plaintiffs and Settlement Class Members:

Zorik Mooradian, Esq.

zorik@mooradianlaw.com

Haik Hacopian, Esq.

haik@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

Shoham J. Solouki, Esq.

shoham@soloukisavoy.com

SOLOUKI SAVOY, LLP

316 West 2nd Street, Suite 1200

Los Angeles, CA 90012

Telephone: (213) 814-4940

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR
DEFENDANT WITH INQUIRIES.**

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this Lawsuit. You received this notice to help you decide what steps, if any, to take about this Lawsuit.

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On **August 9, 2024**, I served on the parties of record in this action the foregoing document(s) described as:

**NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Alfred J. Landegger, Esq.
alfred@landeggeresq.com
Evelyn Zarraga, Esq.
Evelyn@landeggeresq.com
Landegger Verano & Davis, A Law
Corporation
15760 Ventura Blvd., Suite 1200
Encino, CA 91436
t. 818-986-7561
f. 818-986-5146

Attorneys for Defendants

Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

(Filed online at
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

☒ **BY E-MAIL** – Based on a court order or agreement of the parties to accept service by electronic transmission through the CaseAnywhere service, I caused the above document(s) to be sent to the persons(s) at the e-mail addresses listed on the service list above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the “State of California that the above is true and correct.

Executed on **August 9, 2024** at Calabasas, California.

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/s/Haik Hacopian
Haik Hacopian