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Superior Court of California,
Contra Costa County
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By: A. Stewart, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

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

Plaintiff,

vs.

GOLDEN STATE DERMATOLOGY, INC.,
an unknown business entity; GOLDEN
STATE DERMATOLOGY
MANAGEMENT, LLC, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: MSC21-00576

Honorable Charles S. Treat
Department 12

CLASS ACTION

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

Date: _____
Time: _____
Department: 12

Complaint Filed: March 3, 2021
FAC Filed: August 4, 2021
SAC Filed: November 18, 2021
TAC Filed: September 28, 2022
Trial Date: None Set

1 This matter has come before the Honorable Charles S. Treat in Department 12 of the
2 Superior Court of the State of California, for the County of Contra Costa, on a date and time to be
3 determined by the Court, for Plaintiff's Motion for Preliminary Approval of Class Action Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Kaylynn Parker ("Plaintiff"), individually
5 and on behalf of all others similarly situated and other aggrieved employees and Dillingham &
6 Murphy, LLP appear as counsel for Defendants Golden State Dermatology Inc. and Golden State
7 Dermatology Management, LLC (together, "Defendants").

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 Joint Stipulation of Class Action and PAGA
13 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
14 the Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
16 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
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Penalties, Administration Costs, and
3 payments to the Settlement Class Members and PAGA Members provided thereby, appear to be
4 within the range of reasonableness of a settlement that could ultimately be given final approval by
5 this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
6 the Settlement and preliminarily finds that the monetary settlement awards made available to the
7 Class Members are fair, adequate, and reasonable when balanced against the probable outcome of
8 further litigation 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 current and former hourly-paid or non-exempt employees who worked for
22 Defendants within the State of California at any time during the time period from
23 March 3, 2017 through August 23, 2022, excluding the one (1) individual who has
24 entered into an individual settlement with Defendants.

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

27 8. The Court provisionally appoints Plaintiff Kaylynn Parker as the representative of
28 the Class ("Class Representative").

 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to

1 handle the administration of the Settlement (“Settlement Administrator”).

2 10. Within twenty-one (21) calendar days after the Preliminary Approval Date,
3 Defendants will provide the Settlement Administrator with a readable Microsoft Office Excel
4 spreadsheet and will include each Class Member’s full name, last known mailing address, Social
5 Security Number, start and end dates worked for Defendants during the Class Period (and, if
6 applicable, during the PAGA Period) , number of hours worked during the period March 3, 2017
7 through December 31, 2018, number of days worked during the period January 1, 2019 through
8 April 9, 2022, number of days worked during the period April 10, 2022 through August 23, 2022,
9 and number of days worked during the PAGA Period (collectively referred to as the “Class List”) in
10 conformity with the Settlement Agreement.

11 11. The Court approves, both as to form and content, the Notice of Class Action
12 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
13 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
14 Class Notice appears to fully and accurately inform the Class Members of all material elements of
15 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an
16 opt out request, of Class Members’ right to dispute the Workweeks credited to each of them, and of
17 each Settlement Class Member’s right and opportunity to object to the Class Settlement by
18 submitting an objection to the Settlement Administrator and/or by presenting their objection orally
19 at the Final Approval Hearing. The Court further finds that distribution of the Class Notice
20 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
21 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
22 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further
23 orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class
24 Members within ten (10) calendar days of receipt of the Class List from Defendants, pursuant to the
25 terms set forth in the Settlement Agreement.

26 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
27 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
28 choose to be excluded from the Class Settlement by submitting a timely written Request for

1 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
2 Administrator, postmarked no later than the date which is forty-five (45) calendar days from the
3 initial mailing of the Class Notice to Class Members (“Response Deadline”), or in the case of a re-
4 mailed Class Notice, the Response Deadline for that Class Member shall be extended by an
5 additional fifteen (15) calendar days from the original Response Deadline. Any such person who
6 timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be
7 entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement
8 or have any right to object, appeal, or comment thereon; however, if the Class Member worked
9 during the PAGA Period, he or she will be an PAGA Member, will still receive an Individual PAGA
10 Payment, and will be bound by the PAGA Settlement, regardless of whether he or she has submitted
11 a timely and valid Request for Exclusion from the Class Settlement. Class Members who have not
12 submitted a timely and valid request to be excluded from the Class Settlement (i.e., Settlement Class
13 Member) shall be bound by the Settlement Agreement and any final judgment based thereon. All
14 PAGA Members shall be bound to the PAGA Settlement regardless of their decision to participate
15 in the Class Settlement.

16 13. A Final Approval Hearing shall be held before this Court on
17 _____ at _____ a.m./p.m. in
18 Department 12 of the Contra Costa County Superior Court, located at 725 Court Street, Martinez,
19 California 94553, to determine all necessary matters concerning the Settlement, including: whether
20 the proposed settlement of the action on the terms and conditions provided for in the Settlement is
21 fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
22 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
23 Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA
24 Members; and determine whether to finally approve the requests for the Attorneys’ Fees and Costs,
25 Enhancement Payment, and Administration Costs.

26 14. Class Counsel shall file a motion for final approval of the Settlement and for
27 Attorneys’ Fees and Costs, Enhancement Payment, and Administration Costs, along with the
28 appropriate declarations and supporting evidence, including the Settlement Administrator’s

1 declaration, by _____, to be heard
2 at the Final Approval Hearing.

3 15. To object to the Class Settlement, a Class Member may submit his or her objection
4 in writing to the Settlement Administrator or directly present his or her objection orally to the Court
5 at the Final Approval Hearing. The objection must be signed and must contain the information that
6 is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

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

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

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

25 **IT IS SO ORDERED.**

26
27 Dated: _____

By: _____
The Honorable Charles S. Treat
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Parker v. Golden State Dermatology, Inc., et al.
Superior Court of California for the County of Contra Costa, Case No. MSC21-00576

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 Class 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 Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Kaylynn Parker ("Plaintiff") and Defendants Golden State Dermatology, Inc. and Golden State Dermatology Management, LLC (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Kaylynn Parker v. Golden State Dermatology, Inc.*, Contra Costa County Superior Court, Case No. MSC21-00576 (the "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 current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the Class Period, excluding the one (1) individual who has entered into an individual settlement with Defendants.

"Class Member" means a member of the Class.

"Class Period" means the time period from March 3, 2017 through August 23, 2022.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Members" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from June 16, 2021 through August 23, 2022.

II. BACKGROUND OF THE ACTION

On March 3, 2021, Plaintiff filed a Class Action Complaint for Damages in the Contra Costa County Superior Court, Case No. MSC21-00576. On August 4, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages. On November 18, 2021, Plaintiff filed a Second Amended Class Action Complaint for Damages. On June 16, 2022, Plaintiff 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 Letter"). On September 28, 2022, Plaintiff filed a Third Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint").

Plaintiff alleges that Defendants 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 complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of 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 it violated any law in any respect.

After investigation and analysis of the claims, 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 Action 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 Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Kaylynn Parker as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, 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, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

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, Class Members, or PAGA 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 and PAGA Members. 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 maximum settlement amount is Six Hundred Twenty-Five Thousand Dollars (\$625,000.00) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$218,750.00, if the Maximum Settlement Amount remains \$625,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) (“Litigation Costs”) (together with Attorneys’ Fees, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for her services in the Action; (3) Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Members (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the estimated number of weeks each Class Member worked for

Defendants as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the total number of estimated Workweeks of all Class Members (“Estimated Workweek Value”) and multiplied each Class Member’s individual estimated Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Share.

Each Individual Settlement Share 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. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Share, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendants separately and in addition to the Maximum Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the estimated number of Workweeks of each PAGA Member during the PAGA Period.

The Settlement Administrator has divided the Employee PAGA Amount by the total number of estimated PAGA Workweeks of all PAGA Members (“PAGA Workweek Value”) and multiplied each PAGA Member’s individual estimated PAGA Workweeks by the PAGA Workweek Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will issue checks to PAGA Members for the full amount of their Individual PAGA Payments without undertaking any withholdings.

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 Members at the address that is on file with the Settlement Administrator by way of check following the deposit of the Maximum Settlement Amount by Defendant. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). **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 Workweeks Based on Defendants’ Records

According to Defendants’ records:

From March 3, 2017 through August 23, 2022 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.

From June 16, 2021 through August 23, 2022 (i.e., PAGA Period), you are credited as having worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (a) contains the case name and number of the Action (*Kaylynn Parker v. Golden State Dermatology, Inc.*, MSC21-00576); (b) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

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

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

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

The settlement approval process may take multiple months. Your Individual Settlement 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.

D. Release of Claims

Upon the Effective Date and the full funding of the Maximum Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had.

Upon the Effective Date and the full funding of the Maximum Settlement Amount, Plaintiff, PAGA Members, and the State of California (with respect to employment of PAGA Members by Defendants during the PAGA Period) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims he, she, or it may have or had. The PAGA Members are bound by the PAGA Settlement regardless of whether they cash or deposit their Individual PAGA Payment check, and even if they object to or opt out of the Class Settlement.

“Released Class Claims” means any and all claims under state, federal, or local law, alleged in the Operative Complaint or that could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, including but not limited to claims under the California Labor Code (including, inter alia, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and violation of California Business and Professions Code section 17200, et seq. based on the aforementioned claims.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code section 2698, et seq.), arising out of the facts alleged in Plaintiff's LWDA Letter, arising during the PAGA Period, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, for failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll and time records, failure to reimburse necessary business expenses.

“Released Parties” means Defendants, and all of their present and former parent companies, subsidiaries, and divisions, and their shareholders, directors, officers, agents, employees, attorneys, insurers, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount

(i.e., an amount of up to \$218,750.00, if the Maximum Settlement Amount remains \$625,000) and reimbursement of litigation costs and expenses in an amount of up to Fifteen Thousand Dollars (\$15,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Maximum 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. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Maximum 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.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000.00) (“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, objections, and Workweeks Disputes, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

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

A. Participate in the Class Settlement

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

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

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

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

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a timely, written request (“Request for Exclusion”), which must: (a) contain the case name and number of the Action (*Kaylynn Parker v. Golden State Dermatology, Inc.*, MSC21-00576); (b) contain your full name, address, telephone number, and last four digits of your Social Security number; (c) be signed by you or your authorized representative; (d) contain a clear statement that you request to be excluded from the Class Settlement; and (e) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. 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. However, consistent with applicable law, PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion, and will be bound by any judgment that may be entered by the Court (as it pertains to the PAGA Settlement), if it grants final approval of the Settlement.

C. Object to the Class Settlement

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

A Notice of Objection must: (a) contain the case name and number of the Action (*Kaylynn Parker v. Golden State Dermatology, Inc.*, MSC21-00576); (b) include your full name, address, telephone number, signature, and last four digits of your Social Security number; (c) contain a written statement of all grounds for your objection accompanied by any legal support for such objection; (d) contain the full name, address, and telephone number of any attorney representing you with respect to your objection; (e) include copies of any papers, briefs, or other documents upon which your objection is based; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Contra Costa County Superior Court, located at 725 Court Street, Martinez, California 94553, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and 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.cc-courts.org>.

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 for a fee by visiting Court Records, located at 1111 Ward St., Martinez, California 94553, during business hours and with a valid ID. Business hours are 8:00 AM to 3:00 PM, Monday through Friday (excluding court holidays).

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.**