

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian St. John (SBN 304112)
Erica Stepanian (SBN 362054)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Jill J. Parker (State Bar No. 274230)
jill@parkerminne.com
S. Emi Minne (State Bar No. 253179)
emi@parkerminne.com
Yasmin Wilber (State Bar No. 360905)
yasmin@parkerminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiffs Stephen Gibson
and Nicole Herron

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

STEPHEN GIBSON and NICOLE HERRON,
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,

vs.

MERCY HOUSE LIVING CENTERS, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2023-01303453-CU-OE-CXC
(Lead Case)

Consolidated with Case No. 30-2023-
01303619-CU-OE-CXC

Honorable David A. Hoffer
Department CX103

CLASS ACTION

NOTICE OF ENTRY OF ORDER

Complaint Filed:	January 24, 2023
FAC Filed:	December 5, 2024
Trial Date:	None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on November 13, 2025, the above-entitled Court entered
3 an Order Granting Plaintiffs Stephen Gibson and Nicole Herron's ("Plaintiffs") Motion for
4 Preliminary Approval of Class Action and PAGA Settlement. A true and correct copy of the Court's
5 November 13, 2025 Order Granting Preliminary Approval of Class Action and PAGA Settlement is
6 attached hereto as Exhibit 1.

7
8 Dated: November 19, 2025

PARKER & MINNE, LLP

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10 By: 
11 Will J. Parker
12 Attorneys for Plaintiffs
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EXHIBIT 1

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

NOV 13 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Tara Zabehe (SBN 314706)
Connie Lee (SBN 357364)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Jill J. Parker (State Bar No. 274230)
jill@parkerminne.com
S. Emi Minne (State Bar No. 253179)
emi@parkerminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiffs Stephen Gibson and Nicole Herron

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

STEPHEN GIBSON and NICOLE HERRON,
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,

vs.

MERCY HOUSE LIVING CENTERS, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2023-01303453-CU-OE-CXC
(Lead Case)

Consolidated with Case No. 30-2023-
01303619-CU-OE-CXC

Honorable David A. Hoffer
Department CX103

Reservation No. 74590113

CLASS ACTION

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

Date: September 5, 2025
Time: 10:00 a.m.
Dept.: CX103

Complaint Filed: January 24, 2023
FAC Filed: December 5, 2024
Trial Date: None Set

1 **[PROPOSED] ORDER**

2 Plaintiffs Stephen Gibson and Nicole Herron's ("Plaintiffs") Motion for Preliminary Approval
3 of Class Action and PAGA Settlement ("Motion") came on for hearing before this Court on September
4 5, 2025. The Court, having considered Plaintiffs' Motion, memorandum of points and authorities in
5 support thereof, and supporting declarations filed therewith, and good cause appearing, **HEREBY**
6 **ORDERS THE FOLLOWING:**

7 1. The Court **GRANTS** preliminary approval of the Joint Stipulation of Class Action and
8 PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 1 to the Declaration
9 of Jill J. Parker in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA
10 Settlement. The Court finds the Settlement Agreement to be within the range of reasonableness of a
11 settlement that ultimately could be granted approval by the Court at the final approval hearing. All
12 capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

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

21 3. The Court preliminarily finds that the Settlement Agreement, including the allocations
22 for Attorneys' Fees and Litigation Costs, Class Representative Enhancement Awards, Administration
23 Costs, PAGA Penalties, and payments to the Class Members and PAGA Members provided thereby,
24 appear to be within the range of reasonableness of a settlement that could ultimately be given final
25 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
26 as part of the Settlement Agreement and preliminarily finds that the monetary settlement awards made
27 available to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced
28 against the probable outcome of further litigation relating to certification, liability, and damages

1 issues.

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

11 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
12 follows:

13 All current and former hourly-paid or non-exempt employees who worked for
14 Defendant within the State of California at any time during the period from January 24,
15 2019 through the date of preliminary approval of the Settlement by the Court.

16 6. For purposes of settlement only, the Court designates Plaintiffs Stephen Gibson and
17 Nicole Herron as the Class Representatives.

18 7. For purposes of settlement only, the Court designates Arby Aiwarzian, Joanna Ghosh,
19 Tara Zabehi, and Connie Lee of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker
20 & Minne, LLP as Class Counsel.

21 8. The Court designates Phoenix Settlement Administrators as the third-party Settlement
22 Administrator.

23 9. The Parties are ordered to implement the Settlement Agreement according to the terms
24 of the Settlement Agreement.

25 10. Within fourteen (14) calendar days of the date of this Order, Defendant shall provide
26 the Settlement Administrator with the Class List consisting of the following information for each Class
27 Member: (1) full name; (2) last known address; (3) last known telephone number; (4) Social Security
28 number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the

1 State of California; (6) total Workweeks during the Class Period; (7) total Workweeks during the
2 PAGA Period; and (8) any other information required by the Settlement Administrator in order to
3 effectuate the terms of the Settlement.

4 11. The Court approves, as to form and content, the Notice of Class Action Settlement
5 ("Class Notice") attached as **Exhibit A** to this Order. The Court finds that the Class Notice appears
6 to fully and accurately inform the Class Members of all material elements of the Settlement, of Class
7 Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
8 Class Members' right to dispute the Workweeks credited to each of them, and of each Class Member's
9 right and opportunity to object to the Class Settlement by sending an objection to the Settlement
10 Administrator or appearing at the Final Approval Hearing. The Court further finds that distribution
11 of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and
12 this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
13 requirements of due process and shall constitute due and sufficient notice to all persons entitled
14 thereto. The form and method of giving notice complies fully with the requirements of California
15 Code of Civil Procedure section 382, California Civil Code section 1781, Rules 3.766 and 3.769 of
16 the California Rules of Court, the California and United States Constitutions, and other applicable
17 law.

18 12. The Court directs the Administrator to mail the Class Notice by First-Class U.S. mail
19 to all Class Members no later than seven (7) calendar days after receiving the Class List from
20 Defendant, in accordance with the terms of the Settlement Agreement.

21 13. The Court hereby approves the proposed procedure, set forth in the Settlement
22 Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be
23 excluded from the Class Settlement by submitting a timely and valid 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 sixty (60) calendar days from the initial mailing of the Class
26 Notice to Class Members ("Response Deadline"), or, in the case of a re-mailed Class Notice, the
27 Response Deadline will be fifteen (15) calendar days from the original sixty (60) calendar day
28 deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the

1 Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound
2 by the Class Settlement or have any right to object, appeal, or comment thereon. If the Settlement is
3 granted final approval, Class Members who have not submitted a timely and valid request to be
4 excluded from the Settlement (i.e., Participating Class Members) shall be bound by the Class
5 Settlement and any final judgment based thereon, and PAGA Members will be entitled to recovery
6 from the PAGA Settlement and will be deemed to release the Released PAGA Claims, irrespective of
7 whether they opt out of the Class Settlement.

8 14. The Court further approves the procedures for Participating Class Members to object
9 to the Settlement Agreement, as set forth in the Notice and the Settlement Agreement. To object to
10 the Class Settlement, a Participating Class Member must submit a written objection to the Settlement
11 Administrator on or before the Response Deadline. The objection must be signed and must contain
12 the information that is required, as set forth in the Class Notice, including and not limited to the
13 grounds for the objection. The procedures and requirements for filing objections in connection with
14 the final fairness hearing are intended to ensure the efficient administration of justice and the orderly
15 presentation of any Participating Class Member's objection to the Settlement Agreement, in
16 accordance with the due process rights of all Class Members. Participating Class Members who wish
17 to object to the Class Settlement may also appear at the Final Approval Hearing to object to the Class
18 Settlement.

19 15. The hearing on Plaintiffs' Motion for Final Approval is scheduled to take place in
20 Department CX103 of this Court, located at 751 W. Santa Ana Blvd, Santa Ana, California 92701, on
21 April 6, 2026 at 1:30 a.m./p.m. At the Final Approval hearing, the Court will consider: (a) whether
22 the Settlement Agreement should be finally approved as fair, reasonable, and adequate for the Class;
23 (b) whether a judgment granting final approval of the Settlement Agreement should be entered; and
24 (c) whether Plaintiffs' application for the Class Representative Enhancement Awards, Administration
25 Costs, and Class Counsel's Attorneys' Fees and Litigation Costs should be granted.

26 16. Counsel for the parties shall file memoranda, declarations, or other statements and
27 materials in support of their request for final approval of Plaintiffs' application for the Class
28 Representative Enhancement Awards, Administration Costs, and Class Counsel's Attorneys' Fees and

1 Litigation Costs, prior to the hearing on Plaintiffs' Motion for Final Approval of Settlement according
2 to the time limits set by the Code of Civil Procedure and the California Rules of Court.

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

12 18. Pending the Final Approval Hearing, all proceedings in this Action, other than
13 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement
14 and this Order, are stayed.

15 19. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
16 connection with the administration of the Settlement Agreement which are not materially inconsistent
17 with either this Order or the terms of the Settlement Agreement.

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

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28 21. The Court reserves the right to adjourn or continue the date of the Final Approval

1 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
2 Members, and retains jurisdiction to consider all further applications arising out of or connected with
3 the Settlement.

4 **IT IS SO ORDERED.**

5 DATED: 11/13/25

6 By: David A. Hoffer

7 The Honorable David A. Hoffer
8 Judge of The Superior Court
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Stephen Gibson v. Mercy House Living Centers
Superior Court of the State of California for the County of Orange
Case No. 30-2023-01303453-CU-OE-CXC

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this Notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in a class and representative action that is pending in the Superior Court for the County of Orange. The lawsuit was filed by two employees, Stephen Gibson (“Gibson”) and Nicole Herron (“Herron”) (collectively, Gibson and Herron are referred to as “Plaintiffs”) against Mercy House Living Centers (“Defendant”) (collectively, Plaintiffs and Defendant are referred to as the “Parties”), entitled *Stephen Gibson v. Mercy House Living Centers*, Orange County Superior Court Case No. 30-2023-01303453-CU-OE-CXC (the “Lawsuit”).

In the Lawsuit, Plaintiffs seek to represent: (1) all current and former non-exempt and/or hourly-paid employees employed by Defendant in the State of California at any time during the period from January 24, 2019 to [Date of Preliminary Approval] (“Class Members”); and (2) all current and former non-exempt and/or hourly-paid employees employed by Defendant in the State of California at any time during the period from November 16, 2021 to [Date of Preliminary Approval] (“PAGA Members”).

The proposed Settlement has two main parts: (1) a “Class Settlement” requiring Defendant to fund Individual Settlement 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”).

The Court granted preliminary approval of the Parties’ settlement on [Date], and has scheduled a hearing on [Date] at [Time] (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?	
DO NOTHING	Receive an Individual Settlement Payment and an Individual PAGA Payment (if eligible). By doing nothing, you will receive an Individual Settlement Payment, and, if eligible, an Individual PAGA Payment. However, you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	Exclude Yourself from the Class Settlement and Receive No Individual Settlement Payment. If eligible, you will still receive an Individual PAGA Payment because you cannot exclude yourself from the PAGA Settlement. You may opt-out of the Class Settlement by submitting a signed Request for Exclusion (see Section 9(B) below) that must be postmarked no later than [Response Deadline]. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Class Settlement and you will not be bound by the release of class claims provided under the Settlement. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and who must give up their rights to pursue Released PAGA Claims (see Section 8 below).
OBJECT TO THE CLASS SETTLEMENT	Object to the Class Settlement. You cannot object to the PAGA Settlement. If you choose to participate in the Class Settlement, you may submit an objection to the Class Settlement. To object, you can submit an objection (see Section 9(C) below) to the Settlement Administrator no later than [Response Deadline], or you can appear at the Final Approval Hearing and state any objections to the Class Settlement. If the Court overrules your objection, you will receive an Individual Settlement

	Payment, and you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.
CHALLENGE THE CALCULATION OF YOUR WORKWEEKS	You may Challenge the Calculation of Your Workweeks. The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked during the Class Period and the PAGA Period, respectively. The number of Workweeks that you worked according to Defendant's records is stated in Section 6. If you wish to dispute the Workweeks credited to you in this Notice, you must submit a challenge to the Settlement Administrator no later than [Response Deadline] as described in Section 6.

2. WHY DID I GET THIS NOTICE?

Defendant's records show that you were employed by Defendant in California at some point during the period from January 24, 2019 to **[Date of Preliminary Approval]** (the "Class Period"). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides whether to approve it. This notice explains what the Lawsuit is about, the terms of the Settlement, and your rights.

3. WHAT IS THIS LAWSUIT ABOUT?

On November 16, 2022, Gibson provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that he contends were violated ("Gibson PAGA Notice"). On January 24, 2023, Gibson filed the Class Action Complaint for Damages in the Superior Court for the County of Orange, Case No. 30-2023-01303453-CU-OE-CXC (the "Class Action"). On January 24, 2023, Gibson separately filed the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Superior Court for the County of Orange, Case No. 30-2023-01303619-CU-OE-CXC (the "PAGA Action"). On December 23, 2023, Herron provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that she contends were violated ("Herron PAGA Notice.") The Class Action and the PAGA Action were deemed related on April 26, 2023, and were subsequently consolidated on **[Date of Consolidation]**. On **[Date FAC is Filed]**, Gibson and Herron filed the First Amended Consolidated Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, § 2698 Et Seq. (the "Operative Complaint") in which they alleged that Defendant failed to pay all wages due, including overtime wages, meal period premiums, rest period premiums, and minimum wages; failed to timely pay wages during employment and upon termination; failed to issue compliant wage statements; failed to maintain accurate payroll records; failed to reimburse all necessary business expenses; engaged in unfair business practices; and owed penalties pursuant to the California Labor Code Private Attorneys' General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA"). In their Complaint, Plaintiffs sought to represent a class of all current and former non-exempt and/or hourly-paid employees who worked for Defendant in the State of California at any time during the Class Period.

Defendant denies all of the material allegations in the Complaint and asserted numerous affirmative defenses.

4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiffs' Lawsuit. There has been no trial. However, to avoid additional expense and the risks of continued litigation, Plaintiffs and Defendant have concluded that it is in their respective best interests and the interest of the Class Members and PAGA Members to settle the Lawsuit on the terms summarized in this Notice.

The Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit. Plaintiffs, Class Counsel, and Defendant all support this Settlement due to, among other things, Defendant's potential defenses to liability, the inherent risk associated with a trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Class Members and PAGA Members under the Settlement.

5. SUMMARY OF THE SETTLEMENT

Defendant has agreed to pay a settlement amount of Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to the Class

Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Class Representative Enhancement Award to Gibson in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), (2) Class Representative Enhancement Award to Herron in an amount not to exceed Two Thousand Dollars and Zero Cents (\$2,000.00), (3) PAGA Penalties in an amount not to exceed Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00), (4) Attorneys’ Fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$227,500.00), (4) Litigation Costs in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), and (5) Settlement Administration Costs in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00) of the Gross Settlement Amount has been allocated towards penalties under the PAGA (“PAGA Penalties”), of which 75% will be allocated to the LWDA (“LWDA Payment”), and the remaining 25% will be allocated to the PAGA Members (“Employee PAGA Amount”).

Class Members are eligible to receive payment of their pro rata share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks that each Class Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee in the State of California at any time during the Class Period, and worked at least one day (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Class Workweek Value” and multiplied each Class Member’s individual Workweeks by the Estimated Class Workweek Value to yield his or her estimated Individual Settlement Payment that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Workweeks of all Class Members who did not submit a valid and timely Request for Exclusion (“Participating Class Members”) to yield his or her Individual Settlement Payment, which shall be paid from the Net Settlement Amount, less applicable employee-side tax withholdings.

Each Individual Settlement Payment will be allocated one-third (33 1/3%) to wages, which will be reported on an IRS Form W2, and two-thirds (66 2/3%) to penalties and interest, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payments, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Payment net of these taxes and withholdings). The employer’s share of taxes on the wage portion of Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount. The Individual PAGA Payments are characterized as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

If the Court grants final approval of the Settlement, Defendant will fund the Gross Settlement Amount over the course of four (4) years by way of four (4) annual installments. The First Installment payment will be made no later than thirty (30) days after the Effective Date (the “Initial Funding Date”). The Effective Date is the date the Judgment entered by the Court becomes final. 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. The Second Installment payment will be made no later than one year after the Initial Funding Date (the “Second Funding Date”). The payments to PAGA Members and Participating Class Members will be made only after the First and Second Installment payments are made by Defendant. The Third and Fourth Installment payments will be used to pay Class Representative Enhancement Awards to Plaintiffs, LWDA Payment to the LWDA, Settlement Administration Costs to the Settlement Administrator (to the extent Settlement Administration Costs were not paid from the First and Second Installment Payments), and Attorneys’ Fees and Litigation Costs to Class Counsel.

6. YOUR WORKWEEKS BASED ON DEFENDANT’S RECORDS

According to Defendant’s records, during the period from January 24, 2019 to [Date of Preliminary Approval] (i.e., the Class Period) you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [] Workweeks.

According to Defendant’s records, during the period from November 16, 2021 to [Date of Preliminary Approval] (i.e., the PAGA Period) you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [] Workweeks.

If you wish to dispute the Workweeks credited to you in this Notice, you must submit a written, signed challenge (“Workweeks Dispute”) to the Settlement Administrator. The Workweeks Dispute must contain: (1) the case name and number of the Lawsuit (*Gibson v. Mercy House Living Centers*, Case No. 30-2023-01303619); (2) your full name, address, telephone number, signature, and last four digits of your Social Security number; and (3) a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and any relevant documentation in support thereof. The Workweeks Dispute must be submitted to the Settlement Administrator by mail, postmarked no later than [Response Deadline].

7. WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT?

As explained above, your estimated Individual Settlement Payment and Individual PAGA Payment (if eligible) is based on the number of Workweeks credited to you.

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

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

Your Individual Settlement Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

8. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?

If the Court approves the Settlement, the Court will enter a judgment and the Settlement Agreement will bind all Participating Class Members (i.e., Class Members who have not submitted a timely and valid Request for Exclusion) as well as all PAGA Members. This will bar all Participating Class Members and PAGA Members from bringing certain claims against Defendant.

After the occurrence of both the Effective Date and the full funding of the Gross Settlement Amount, Plaintiffs and all Participating Class Members waive, release, and discharge Released Parties of any and all Released Class Claims. “Released Class Claims” means any and all wage-related claims that were alleged in or which could have been alleged in the Operative Complaint based on the factual allegations in the Operative Complaint, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and the IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*

After the occurrence of both the Effective Date and the full funding of the Gross Settlement Amount, Plaintiffs, the State of California, and PAGA Members waive, release, and discharge Released Parties of any and all Released PAGA Claims. “Released PAGA Claims” means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the Gibson PAGA Notice, Herron PAGA Notice, and Operative Complaint, for alleged 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, including *inter alia*, Wage Orders 4-2001 and 5-2001.

“Released Parties” means Defendant and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, and Mercy House CHOD, Inc.

The information provided in this Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a class member if you do not submit a Request for Exclusion, are set forth fully in the Settlement Agreement that is on file with the Court and which can also be found at [www. \[REDACTED\]](http://www. [REDACTED]). If the Court does not approve the Settlement, or the Settlement does not become final for some other reason, the litigation against Defendant will continue.

9. WHAT ARE MY RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. PARTICIPATE IN THE SETTLEMENT

If you wish to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and will be issued your Individual Settlement Payment and Individual PAGA Payment (if eligible). If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based thereon, and you will release all of the claims described in Section 8 above. As a Participating Class Member, you will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys’ fees and expenses.

B. EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement because you wish to pursue a separate lawsuit against Defendant for the claims asserted in this Lawsuit, or if you do not wish to participate in the Settlement for other reasons, you must submit a signed Request for Exclusion to the Settlement Administrator by the [Response Deadline]. You have the option of completing and submitting the enclosed Request for Exclusion Form or submitting your own letter in writing which: (1) contains the case name and number of the Lawsuit (*Gibson v. Mercy House Living Centers*, Case No. 30-2023-01303619); (2) contains your full name, address, telephone number, and last four digits of your Social Security number; (3) is signed by you or your authorized representative; (4) contains a clear statement that you request to be excluded from the Class Settlement; and (5) is mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the following address:

[Name of Settlement Administrator]
[Mailing Address]

Requests for Exclusion that are postmarked after [Response Deadline] will not be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section 8 above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 8 above, as well as any judgment that may be entered by the Court based thereon.

Class Members will receive their share of the PAGA payment, regardless of whether they opt out of being a Class Member.

C. OBJECT TO THE CLASS SETTLEMENT

If you do not think the Class Settlement is fair, you can object to the Class Settlement and tell the Court you do not agree with the Class Settlement or some part of it if you have not submitted a Request for Exclusion from the Class Settlement. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. To be valid, a written objection must: (1) contain the case name and number of the Lawsuit (*Gibson v. Mercy House Living Centers*, Case No. 30-2023-01303619); (2) contain

your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for the objection; and (4) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the address listed in Section 9(B).

10. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [Date] at [Time] in Department CX105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92702 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel and the Class Representative Enhancement Awards to Plaintiffs. The hearing may be postponed without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

11. WHAT IF I HAVE QUESTIONS?

A complete copy of the Settlement Agreement and this Notice are available at [www. \[Redacted\]](http://www. [Redacted]). You may also visit this website to view the Operative Complaint, Motion for Preliminary Approval, Preliminary Approval Order, this Notice, the Motion for Final Approval, and the Final Approval Order and Judgment. This website may be updated periodically to update the Class Members on any developments in the case.

You may also view the Settlement Agreement and documents filed in the Action for a fee by visiting the Court, at 751 West Santa Ana Boulevard, Santa Ana, California 92701 or 700 Civic Center Drive West, Santa Ana, California 92701, during business hours, or online by visiting the following website: <https://www.occourts.org/online-services/case-access>, clicking "Access Now" next to "Civil Case & Document Access", clicking "Accept Terms" on the following page, and then typing in the Case Number "30-2023-01303619" in the search field.

For further information about this case, you may contact Class Counsel or the Settlement Administrator. Class Counsel's contact information is as follows:

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Tara Zabehi, Esq.
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020

Jill J. Parker, Esq.
S. Emi Minne, Esq.
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833

The contact information for the Settlement Administrator is as follows:

[Name of Settlement Administrator]
[Mailing Address]
[Telephone Number]

DO NOT CONTACT THE COURT, DEFENDANT, OR DEFENDANT'S ATTORNEYS ABOUT THIS NOTICE.