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

LOLITA GALVAN, 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.

INLAND RESPITE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CVRI2103857

Honorable Harold W. Hopp
Department 1

CLASS ACTION

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

Date: May 12, 2025
Time: 8:30 a.m.
Department: 1

Complaint Filed: August 24, 2021
FAC Filed: December 16, 2024
Trial Date: None Set

1 This matter has come before the Honorable Harold W. Hopp in Department 1 of the Superior
2 Court of the State of California, for the County of Riverside, on May 12, 2025 at 8:30 a.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Lolita Galvan ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees, and Atkinson, Andelson, Loya, Ruud
6 & Romo appears as counsel for Defendant Inland Respite, Inc. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 "**EXHIBIT 2**" to the Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for
14 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
15 determination that the Settlement falls within the range of possible approval as fair, adequate, and
16 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
19 the 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 and
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the case. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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

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

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 of Defendant within
22 the State of California who performed work for Defendant at any time during the
 time period from August 24, 2017, through March 20, 2024.

23 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini,
24 and Arianna Razi of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Lolita Galvan as the Class Representative.

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

1 10. Within twenty-one (21) calendar days after entry of this Order, Defendant shall
2 provide the Settlement Administrator with each Class Member's last-known full name, mailing
3 address, telephone number, Social Security Number, hire date, termination date and the number of
4 Pay Periods and/or PAGA Pay Periods worked for Defendant in California during the Class Period
5 and/or PAGA Period, and such other information as is necessary for the Settlement Administrator
6 to calculate the workweeks during the time period from August 24, 2017 to October 31, 2023, and
7 the Pay Periods and PAGA Pay Periods (collectively referred to as the "Class List") in conformity
8 with the Settlement Agreement .

9 11. The Court approves, both as to form and content, the Notice of Class Action
10 Settlement ("Class Notice") attached hereto as "**EXHIBIT A.**" The Class Notice shall be provided
11 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
12 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
13 of Class Members' right to be excluded from the Class Settlement by submitting a Request for
14 Exclusion, of Class Members' and/or PAGA Group Members' right to dispute the Pay Period(s)
15 and/or PAGA Pay Period(s) credited to each of them by submitting a Pay Periods Dispute, and of
16 each Settlement Class Member's right and opportunity to object to the Class Settlement, by
17 submitting an Objection. The Court further finds that distribution of the Class Notice substantially
18 in the manner and form set forth in the Settlement Agreement and this Order, and that all other
19 dates set forth in the Settlement Agreement and this Order, meet the requirements of due process
20 and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders
21 the Settlement Administrator to mail the Class Notice to all Class Members within fourteen (14)
22 calendar days after receiving the Class List from Defendant, pursuant to the terms set forth in the
23 Settlement Agreement.

24 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
25 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
26 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
27 for Exclusion no later than sixty (60) calendar days from the initial mailing of the Class Notice
28 ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline shall be

1 extended by fifteen (15) calendar days from the initial Response Deadline. Any Class Member who
2 submits a Request for Exclusion from the Class Settlement is prohibited from making any
3 objections to the Class Settlement. Any Class Member who submits a timely and valid Request for
4 Exclusion will not be a Settlement Class Member and will not have any right to object, appeal, or
5 comment on the Class Settlement. Class Members who do not submit a timely and valid Request
6 for Exclusion by the Response Deadline shall be bound by the terms of this Agreement, any Court
7 order approving the terms of the Settlement, and the Final Approval Order and Judgment entered
8 thereon. PAGA Group Members shall be bound to the PAGA Settlement and will be issued their
9 Individual PAGA Payment, irrespective of whether they exercise their option to opt out of the Class
10 Settlement.

11 13. A Final Approval Hearing shall be held before this Court on
12 _____ at _____ a.m./p.m. in
13 Department 1 of the Superior Court of California for the County of Riverside, located at 4050 Main
14 Street, Riverside, California 92501, to determine all necessary matters concerning the Settlement,
15 including: whether the proposed settlement of the action on the terms and conditions provided for
16 in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court;
17 whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of
18 allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the
19 Class Members and PAGA Group Members; and determine whether to finally approve the requests
20 for the Attorneys' Fees and Costs, Class Representative Enhancement Award, PAGA Penalty
21 Amount, and Settlement Administration Costs.

22 14. Class Counsel shall file a motion for final approval of the Settlement and for
23 Attorneys' Fees and Costs, Class Representative Enhancement Award, PAGA Penalty Amount,
24 and Settlement Administration Costs, along with the appropriate declarations and supporting
25 evidence, including the Administrator's declaration by _____,
26 to be heard at the Final Approval Hearing.

27 15. Only Class Members who do not request exclusion from the Class Settlement may
28 object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to

1 the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
2 regardless of whether they submitted a written Objection. The Objection must be signed by the
3 Settlement Class Member and contain all information required by this Settlement Agreement. A
4 Settlement Class Member who does not object prior to or at the Final Approval Hearing will be
5 deemed to have waived any objections and will be foreclosed from making any objections (whether
6 at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

7 16. The Settlement is not a concession or admission and shall not be used against
8 Defendant as an admission or indication with respect to any claim of any fault or omission by
9 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
10 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
11 neither the Settlement, nor any document, statement, proceeding or conduct related to the
12 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
13 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
14 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
15 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
16 establish the existence of any condition constituting a violation of, or a non-compliance with state,
17 federal, local, or other applicable law, except for legal proceedings concerning the implementation,
18 interpretation, or enforcement of the Settlement.

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

24 18. The Court reserves the right to adjourn or continue the date of the Final Approval
25 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
26 Members and retains jurisdiction to consider all further applications arising out of or connected
27 with the Settlement.
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1 **IT IS SO ORDERED.**

2 Dated: _____

By: _____
The Honorable Harold W. Hopp
Judge of the Superior Court

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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Lolita Galvan v. Inland Respite, Inc.
Superior Court of California for the County of Riverside, Case No. CVRI2103857

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's 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.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Lolita Galvan ("Plaintiff") and Defendant Inland Respite, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), in the case entitled *Lolita Galvan v. Inland Respite, Inc.*, Riverside County Superior Court, Case No. CVRI2103857 (the "Action"), which may affect your legal rights. On [REDACTED], the Court granted preliminary approval of the settlement and scheduled a hearing on [REDACTED] at [REDACTED] (the "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 of Defendant within the State of California who performed work for Defendant at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from August 24, 2017 through March 20, 2024.

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

"PAGA Group" all current and former hourly-paid or non-exempt employees of Defendant within the State of California who performed work for Defendant at any time during the PAGA Period.

"PAGA Period" means the time period from September 6, 2022 through March 20, 2024.

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

II. BACKGROUND OF THE LAWSUIT

On August 24, 2021, Plaintiff commenced a class action lawsuit by filing the Class Action Complaint for Damages in the Action. On September 6, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Notice") in connection with the Private Attorneys General Act ("PAGA"), Labor Code Section 2698-2699.8. PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for California Labor Code violations.

On December 16, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act ("Operative Complaint"). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and related premium wages, timely pay wages during employment and pay related waiting-time penalties, timely pay wages during employment, provide compliant wage statements, maintain required payroll records, reimburse necessary business expenses, and comply with unfair competition laws under California Business & Professions Code, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid minimum and overtime wages, unpaid wages and meal and rest period premiums,

unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action and denies that it violated any relevant law with respect to the Class.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement").

On [REDACTED], the Court entered an order preliminarily approving the Settlement. The Court has appointed **Simpluris, Inc.** as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Lolita Galvan as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
Arianna Razi
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to 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 Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Group 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 Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Group Members. Plaintiff and Defendant, 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 Class Members and PAGA Group 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 may be appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Four Million Two Hundred and Seventy-Five Thousand Dollars (\$4,275,000.00) (the "Total Settlement Amount"). The portion of the Total 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 Total 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 Total Settlement Amount (i.e., \$1,496,250.00 if the Total Settlement Amount remains \$4,275,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) (collectively, "Attorneys' Fees and Costs") to Class Counsel; (2) Enhancement Award in an amount not to exceed Fifteen Thousand Dollars (\$15,000) to Plaintiff for her services in the Action; (3) the amount of Two Hundred Thirteen Thousand Seven Hundred and Fifty Dollars (\$213,750.00) allocated toward civil penalties under PAGA ("PAGA Penalty Amount"); and (4) Settlement Administration Costs in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) to the Settlement Administrator. By law, the PAGA Amount will be distributed 75% to the LWDA (i.e., \$160,312.50) ("LWDA Payment") and the remaining 25% (i.e., \$53,437.50) will be distributed to PAGA Group Members ("PAGA Group Member Amount").

Class Members are eligible to receive payment under the Class Settlement of their proportional share of the Net Settlement Amount ("Individual Settlement Share") based on the number of calendar pay periods each Class Member performed work for Defendant as an hourly-paid or non-exempt employee in California during the Class Period ("Pay Periods"), divided by

the total number of pay periods that all Class Members collectively were employed during the Class Period.

The Settlement Administrator has divided the Net Settlement Amount by the Pay Periods of all Class Members to calculate the “Estimated Pay Period Value,” and multiplied each Class Member’s individual Pay Periods by the Estimated Pay Period Value to calculate his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below).

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%) interest, penalties, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as “Individual Settlement Payment”). Conversely, the employer’s share of taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) shall be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their proportional share of the PAGA Group Member Amount (“Individual PAGA Payment”) based on the number of calendar pay periods each PAGA Group Member performed worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“PAGA Pay Periods”), divided by the total number of pay periods that all PAGA Group Members collectively were employed during the PAGA Period.

The Settlement Administrator has divided the PAGA Group Member Amount, i.e., 25% of the PAGA Penalty Amount, by the total number of PAGA Pay Periods of all PAGA Group Members during the PAGA Period to calculate the “PAGA Pay Period Value,” and multiplied each PAGA Group Member’s individual PAGA Pay Periods during the PAGA Period by the PAGA Pay Period Value to calculate his or her Individual PAGA Payment (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

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

B. Your Pay Periods Based on Defendant's Records

According to Defendant's records,

- **During the Class Period, you are credited as having [REDACTED] Pay Periods.**
- **During the PAGA Period, you are credited as having [REDACTED] PAGA Pay Periods.**

If you wish to dispute the above Pay Periods credited to you, you must submit a written letter (“Pay Periods Dispute”), which must: (a) contain the case name and number of the Action (*Lolita Galvan v. Inland Respite, Inc.*, Case No. CVRI2103857); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) clearly state that you dispute the number of Pay Periods credited to you and what you contend is the correct number which should be credited to you; (d) attach any documentation that you may have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

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

As explained above, your estimated Individual Settlement Share and/or or Individual PAGA Payment is based on the number of Pay Periods credited to you.

**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.**

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

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid 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 whether known or unknown.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims whether known or unknown. Plaintiff does not release any PAGA Group Member's claim for wages or damages. However, PAGA Group Members who are also Settlement Class Members will also be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims whether known or unknown.

"Released Class Claims" means all claims under state, federal, or local law which are pled in the Operative Complaint or that could have been pled based on the factual allegations in the Operative Complaint, arising during the Class Period, including and not limited to, claims under the California Labor Code, Wage Orders, regulations, and/or other provisions of law for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, 1197, 1197.1; (5) failure to timely pay wages upon termination under Labor Code Sec. 201, 202; (6) failure to timely pay wages during employment under Labor Code Sec. 204; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200 for the aforementioned.

"Released PAGA Claims" means all claims for civil penalties under the California Labor Code Private Attorneys General Act ("PAGA") alleged in the contemplated PAGA notice letter and Operative Complaint, arising during the PAGA Period, for Defendant's alleged (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, 1197, 1197.1; (5) failure to timely pay wages upon termination under Labor Code Sec. 201, 202; (6) failure to timely pay wages during employment under Labor Code Sec. 204; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802.

"Released Parties" means Defendant and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Settlement Class Members or PAGA Group Members, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount

(i.e., \$1,496,250.00, if the Total Settlement Amount remains \$4,275,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed 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 Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Group Members on a contingency fee basis (i.e., without being paid any money to date) and has been paying all litigation costs and expenses to date.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of up to Fifteen Thousand Dollars (\$15,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any individual settlement payments that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Thirty-Five Thousand Dollars (\$35,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Pay Periods Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement. The Settlement Administration Costs shall be paid from the Total Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the 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 on the Class Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Group 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 on the PAGA Settlement, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Group Members will not be separately responsible for payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel in which event they are responsible for their own fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a written letter indicating a request to be excluded from the Class Settlement, as described below (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Lolita Galvan v. Inland Respite, Inc.*, Case No. CVRI2103857); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a clear written statement indicating that you seek exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address below, postmarked on or before **[Response Deadline]**.

[Settlement Administrator]
[Mailing 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 or 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 timely and valid 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. PAGA Group 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, irrespective of whether they submit a Request for Exclusion. PAGA Group Members may not submit a Request for Exclusion as to the PAGA Settlement.

C. Object to the Class Settlement

Class Members may object to the Class Settlement as long as they have not submitted a Request for Exclusion (i.e., as long as they are Settlement Class Members), by submitting a written objection to the Settlement Administrator, as described below (“Objection”) to the Settlement Administrator, or by presenting their objection orally at the Final Approval Hearing.

An Objection must: (a) contain the case name and number of the Action (*Lolita Galvan v. Inland Respite, Inc.*, Case No. CVRI2103857); (b) contain the your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents, if any, upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in section IV.B. above, postmarked on or before [Response Deadline].

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501, on [REDACTED], [REDACTED], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs.

The hearing may be continued 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. Personal appearances and telephonic appearances are an option.

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.riverside.courts.ca.gov/PublicNotices/COVID-19-Court-Operations.php>

On the Court’s website, you can find information regarding appearing remotely via Zoom online (for the Final Approval Hearing that is scheduled to be held in Department 1 of the Historic Courthouse of the Riverside County Superior Court):
<https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php>.

VI. ADDITIONAL INFORMATION

The above summarizes the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may review the detailed Joint Stipulation of Class Action and PAGA Settlement and Release, and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. Some documents and information regarding the Action can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court’s website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action (Case No. CVRI2103857).

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.