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

SUNNY CHAVEZ, 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.

ALL SAINT'S SUBACUTE, LLC, an
unknown business entity; PROVIDENCE ALL
SAINTS SUBACUTE & REHABILITATION
CENTER, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. RG21110029

Honorable Michael Markman
Department 23

CLASS ACTION

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

Reservation ID: 559002353490
Date: May 30, 2024
Time: 10:00 a.m.
Department: 23

Complaint Filed: August 19, 2021
FAC Filed: April 22, 2024
Trial Date: None Set

1 This matter has come before the Honorable Michael Markman in Department 23 of the
2 Superior Court of the State of California, for the County of Alameda, on May 30, 2024 at 10:00
3 a.m. for Plaintiff Sunny Chavez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action
4 Settlement (“Motion”). Lawyers for Justice, PC appear as counsel for Plaintiff, individually and
5 on behalf of all others similarly situated and Fisher & Phillips, LLP appears as counsel for
6 Defendant All Saintsidence Opco, LLC dba All Saints Subacute & Transitional Care (formerly
7 known as Providence All Saints Subacute & Rehabilitation Center) (“Defendant”).

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approved the Stipulation of Class Action Settlement
13 (“Settlement,” “Agreement,” or “Settlement Agreement”) attached as “**EXHIBIT 1**” to the
14 Declaration of Ryan Slinger in Support of Plaintiff’s Motion for Preliminary Approval of Class
15 Action and PAGA Settlement. This is based on the Court’s determination that the Settlement
16 falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all 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 and costly investigation and research have
22 been conducted such that counsel for the parties, at this time, are able to reasonably evaluate
23 their respective positions. It further appears to the Court that the Settlement, at this time, will
24 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 cases. It further appears that the Settlement has
26 been reached as the result of intensive, serious, and non-collusive arms-length negotiations, and
27 was entered into in good faith.

28 4. The Court preliminarily finds that the Settlement, which provides for a Total

1 Settlement Amount of One Million Two Hundred Fifty Thousand Dollars and Zero Cents
2 (\$1,250,000.00), including the allocations for Settlement Administration Costs, Attorneys' Fees
3 and Costs, Enhancement Payment, and the PAGA Penalty Amount, appears to be within the
4 range of reasonableness of a settlement that could ultimately be given final approval by this
5 Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the
6 Settlement and preliminarily finds that the contemplated monetary settlement payments to Class
7 Members and PAGA Members are fair, adequate, and reasonable when balanced against the
8 probable outcome of further litigation relating to certification, manageability, liability, and
9 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
12 in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class
13 is 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
15 the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d)
16 Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
17 action is superior to other available methods for the efficient adjudication of the controversy;
18 and (f) Class Counsel is qualified to act as counsel for Plaintiff in their individual capacity and
19 as the representatives of the Class.

20 6. For settlement purposes only, the Court hereby conditionally certifies the
21 following Class:

22 All current or former hourly-paid or non-exempt employees of Defendant in
23 California employed between August 19, 2017 through November 16, 2023 ("Class"
or "Class Members").

24 7. The Court provisionally appoints Plaintiff Sunny Chavez as the representative for
25 the Class.

26 8. The Court hereby appoints Arby Aiwarzian, Joanna Ghosh, Vartan Madoyan, and
27 Ryan Slinger of Lawyers *for* Justice, PC ("Class Counsel") as counsel for the Class.

28 9. The Court hereby appoints Simpluris, Inc. ("Settlement Administrator") as the

1 Settlement Administrator to administer the Settlement pursuant to the terms of the Settlement
2 Agreement.

3 10. Within twenty-one (21) calendar days of the date of this Order, Defendant shall
4 provide the Settlement Administrator with the following information about each Class Member:
5 full name, last known mailing address, Social Security Number, dates worked for Defendant
6 during the Class Period and, if applicable, during the PAGA Period, and such other information
7 and data as necessary for the Settlement Administrator to independently calculate the
8 Workweeks (“Class Data List”), in conformity with the Settlement Agreement.

9 11. The Court hereby approves, as to form and content, the Notice of Class Action
10 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1**,” respectively, for distribution to
11 the Class Members. The Class Notice shall be provided to Class Members in the manner set
12 forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and
13 accurately inform the Class Members and PAGA Aggrieved Employees of all material elements
14 of the Settlement, of Class Members’ right to be excluded from the Class Settlement by
15 submitting a Request for Exclusion, of Class Members’ right to challenge the Workweeks
16 credited to each of them, and of each Settlement Class Member’s right and opportunity to object
17 to the Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court
18 further finds that distribution of the Class Notice substantially in the manner and form set forth
19 in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
20 Agreement and this Order, meet the requirements of due process and shall constitute due and
21 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
22 Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within ten
23 (10) business days of receipt of the Class Data and List, pursuant to the terms set forth in the
24 Settlement Agreement.

25 12. The Court preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for requesting exclusion from the Class Settlement. A Class Member
27 who wishes to request exclusion from or opt out of the Class Settlement must do so by
28 submitting a written letter (“Request for Exclusion”) to the Settlement Administrator, by mail,

1 postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of
2 the Class Notice (“Response Deadline”). Any such person who timely and validly chooses to
3 opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under
4 the Class Settlement and will not be bound by the Class Settlement or have any right to object,
5 appeal, or comment thereon. Nevertheless, all current and former hourly-paid or non-exempt
6 employees of Defendant in California employed between August 19, 2020 through November
7 16, 2023 (“PAGA Members”) will be bound by the PAGA Settlement and will be issued their
8 Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class
9 Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class
10 Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

11 13. A Final Approval Hearing is set before the Honorable Michael Markman in
12 Department 23 of the Superior Court of the State of California for the county of Alameda located
13 at 1221 Oak Street, Oakland, California, 94612, on _____
14 at _____ a.m./p.m., to determine all necessary matters concerning the Settlement,
15 including: whether the Settlement of the Action on the terms and conditions provided for in the
16 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
18 of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
19 to the Class Members; and to finally approve the requests and allocations for the Enhancement
20 Payments, Attorneys’ Fees and Costs, and Settlement Administration Costs.

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

26 15. To object to the Class Settlement, a Class Member may submit his or her objection
27 in writing to the Settlement Administrator on or before the Response Deadline (“Notice of
28 Objection”). The written Notice of Objection must be signed and must contain the information

1 that is required, as set forth in the Class Notice, including and not limited to the grounds for the
2 objection. Settlement Class Members may also present their objection orally at the Final
3 Approval Hearing, regardless of whether they have submitted a written Notice of Objection.

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

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

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

22
23 **IT IS SO ORDERED.**

24
25 DATE: _____

Honorable Michael Markman
Judge of the Superior Court of California

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Sunny Chavez v. All Saint's Subacute, LLC

Superior Court of California for the County of Alameda, Case No. RG21110029

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class 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 and, unless you request to be excluded from the 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 settlement, object to the 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 Sunny Chavez ("Plaintiff") and Defendant All Saintsidence Opco, LLC dba All Saints Subacute & Transitional Care (formerly known as Providence All Saints Subacute & Rehabilitation Center) ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Sunny Chavez v. All Saint's Subacute, LLC*, Alameda County Superior Court, Case No. RG21110029 ("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

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

"Individual Settlement Payment" means each Class Member's share of the Settlement.

"Class" or "Class Member" means all current and former hourly-paid or non-exempt individuals employed by Defendant within the State of California at any time during the Class Period.

"Class Period" means the time period from August 19, 2017, through November 16, 2023.

II. BACKGROUND OF THE ACTION

On August 19, 2021, Plaintiff filed a Class Action Complaint for Damages alleging putative class claims against Defendant for its purported violations of the California Labor Code for failure to properly pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during and after employment and pay associated waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, and for violations of California Business and Professions Code Section 17200 *et seq.* On October 19, 2023, Plaintiff provided written notice, by online submitted to the Labor & Workforce Development Agency (LWDA), and by mail to Defendant of the specific provisions of the California Labor Code that were violated ("LWDA Notice Letter"). On April 22, 2024, Plaintiff filed a First Amended Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint") adding a cause of action for Private Attorneys General Act ("PAGA") penalties under California Labor Code § 2698 *et seq.* 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.

Defendant denies all of the allegations in the Action or that it violated any law.

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 Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has

appointed Simpluris, Inc., as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Sunny Chavez as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Vartan Madoyan, Esq.
Ryan Slinger, 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 Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

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 or Class 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 the Class 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 total gross settlement amount is One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) (the “Gross Settlement Amount”). The portion of the Gross 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 Gross 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 Gross Settlement Amount (i.e., \$437,500.00) (“Attorneys’ Fees”) and reimbursement of costs and expenses, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) (“Costs”) to Class Counsel; (2) Enhancement Award in an amount not to exceed Ten Thousand Five Dollars (\$10,000.00) to Plaintiff for her services in the Action; (3) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars (\$9,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Fifteen Thousand Dollars (\$115,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Allocation”). The PAGA Allocation will be distributed 75% (\$86,250.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$28,750.00) will be distributed to Settlement Class Members as part of the Net Settlement Amount.

Class Members are entitled to receive payment under the Settlement of their *pro rata* amount of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member was employed by Defendant as an hourly 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 Class Workweeks of all Settlement Class Members (“Final Workweek Value”) and multiplied each Settlement Class Member’s Workweeks by the Final Workweek Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) wages, which will be reported on an IRS Form W-2, and ninety percent (90%) 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. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **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 Defendant's Records

According to Defendant's records:

From August 19, 2017 through November 16, 2023 (i.e., Class 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: (1) contains the case name and number of the Action (*Sunny Chavez v. All Saint's Subacute, LLC*, Case No. RG21110029); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attaches any relevant documentation in support thereof, 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

As explained above, your estimated Individual Settlement Payment 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.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment 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. Released Claims

Upon full funding of the Gross Settlement Amount and the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Claims.

"Released Claims" means all causes of action that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and PAGA Notice, including all of the following claims for relief: (a) 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, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (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; and (11) all claims under PAGA premised on the claims, causes of action, or legal theories described above.

"Released Parties" means All Saintsidence Opco, LLC dba All Saints Subacute & Transitional Care, All Saint's Subacute, LLC, Providence All Saints Subacute and Rehabilitation Center and Providence Group North, LLC.

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 Gross Settlement Amount (i.e., an amount of up to \$437,500.00) ("Attorneys' Fees") and reimbursement of costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000.00) ("Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross 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 costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00) (“Enhancement Award”), in recognition of her services in connection with the Action. The Enhancement Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars (\$9,000.00) (“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 Workweeks Disputes, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross 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 Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

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

Class Members will not be separately responsible for the payment of attorney’s fees or 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 Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the case name and number of the Action (*Sunny Chavez v. All Saint’s Subacute, LLC*, Case No. RG21110029); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you do not wish to be included in the Settlement; (4) be submitted by mail to the Settlement Administrator, postmarked **no later than [Response Deadline]** and mailed to the following address:

Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799

If the Court grants final approval of the Settlement, any Class Member who does submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the 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 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.

C. Object to the Settlement

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

A written Notice of Objection must: (1) contain the case name and number of the Action (*Sunny Chavez v. All Saint’s*

Subacute, LLC, Case No. RG21110029); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) include a written statement of all grounds for your objection accompanied by any legal support for such objection; (4) include copies of any papers, briefs, or other documents upon which the objection is based and (5) 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 23 of the Alameda County Superior Court, located at the Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612, 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 Award to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs.

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.alameda.courts.ca.gov/>.

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 the civil clerk's office, located at 1225 Fallon Street, Oakland, California 94612, during business hours.

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.