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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF RIVERSIDE – HISTORIC COURT HOUSE**
12

13 JANET ARCEO, on behalf of herself and
all others similarly situated,

14 Plaintiffs,

15 v.

16 HARBINDER S. BRAR, M.D., Inc., a
17 California corporation; and Does 1 to 10,
inclusive,

18 Defendants.
19

Case No.: CVRI2401935

CLASS ACTION

Assigned for All Purposes To:

Hon. Harold W. Hopp

Dept.: 1

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 5, 2026

Time: 8:30 a.m.

Dept.: 1

Reservation ID: 060287978267

Complaint Filed: April 9, 2024

FAC Filed: July 8, 2024

Trial Date: None Set

1 **RECITALS**

2 On August 9, 2024, Plaintiff Janet Arceo (“Plaintiff”), individually and on behalf of the
3 Class, and Harbinder S. Brar, M.D., Inc. (“Defendant”) entered into a class action and PAGA
4 settlement, the terms and conditions of which are set forth in the parties’ Class Action and PAGA
5 Settlement Agreement (hereafter collectively, the “Settlement” or “Settlement Agreement”). Unless
6 otherwise provided in this Order, all capitalized terms shall have the same meaning as set forth in
7 the Settlement Agreement.

8 Plaintiff’s motion for an order preliminarily approving the settlement of this action,
9 approving the form notice of settlement, and setting a final approval hearing (“Motion”) came on
10 for hearing in Department 1 of this Court on _____.

11 This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and
12 Authorities in support, the Declarations in support, the Settlement Agreement, and the proposed
13 form of Class Notice, finds that: (1) the proposed settlement appears fair, reasonable, and adequate,
14 and that a final hearing should be held after notice to the Class (defined below) of the proposed
15 settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and
16 adequate, such that a Final Order and Judgment should be entered in this action based upon the
17 Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and should be approved.

18 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

19 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
20 **APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL**

21 1. The Court finds that certification of the following class, for settlement purposes only,
22 is appropriate:

23 “all persons employed by Defendant in California as non-exempt employees at any
24 time from October 17, 2019, through May 4, 2025 (“Class Period”)”

25 2. The Court grants preliminary approval of the terms and conditions contained in the
26 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
27 range of possible approval at the final approval hearing.

28 3. The Court preliminarily finds, for settlement purposes only, that the Class meets

1 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
2 the absence of class certification and settlement, each individual Class Member would have to
3 litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour
4 violations asserted in the action; (iii) the typicality requirement because Plaintiff and the Class
5 Members' claims all arise from the same alleged events and course of conduct, and are based on the
6 same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has the
7 same interests as all members of the Class, and is represented by experienced and competent
8 counsel.

9 4. The Court further finds, preliminarily and for settlement purposes only, that common
10 issues predominate over individual issues in this litigation and that class treatment is superior to the
11 other means of resolving this dispute. Employing the class device here will not only achieve
12 economies of scale for Class Members with individual claims, but also conserve the resources of
13 the judicial system and preserve public confidence in the integrity of the system by avoiding the
14 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
15 adjudications of similar issues and claims.

16 5. For settlement purposes only, the Court finds that Plaintiff is an adequate class
17 representative and appoint her as such. The Court further finds that Emil Davtyan, Esq., Vanessa
18 Ruggles, Esq., Enoch J. Kim Esq., and Marta Manus Esq. of D.Law, Inc., have adequately
19 represented Plaintiff and the Class in this litigation, and the Court appoints them as Class Counsel.

20 6. The Court appoints Rust Consulting, Inc. to perform the duties of the Administrator
21 for the purpose of issuing the Class Notice and administering the Settlement.

22 7. The Court recognizes that certification under this Order is for *settlement purposes*
23 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part
24 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
25 Order is without prejudice to the rights of Defendant to oppose class certification in the actions,
26 should the proposed Settlement Agreement not be granted final approval.

27 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

28 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to

1 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement
2 appears to be within the range of reasonableness of a settlement that could ultimately be given final
3 approval by this Court. It appears to the Court on a preliminary basis that:

4 a. The settlement amount is fair and reasonable to all Class Members when
5 balanced against the probable outcome of further litigation relating to liability and damages issues;

6 b. Extensive and costly investigation and research have been conducted such
7 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

8 c. Settlement at this time will avoid additional substantial costs, such as those
9 that have already been incurred by both parties, as well as avoid the delay and risks that would be
10 presented by the further prosecution of this litigation; and

11 d. The proposed settlement has been reached as the result of intensive, serious,
12 and non-collusive arm's-length negotiations.

13 9. The Court further approves the following representative group of employees as
14 governed by the Settlement Agreement with respect to the PAGA claim:

15 "all persons employed by Defendant in California as non-exempt employees at any
16 time from April 9, 2024, through May 4, 2025 ("Class Period")"

17 10. The Court grants approval of the PAGA Settlement pursuant to the terms and
18 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
19 Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code
20 § 2699(1)(2).

21 11. Because a PAGA action is not a class action, Class Members may not opt out of, or
22 object to, the PAGA Settlement.

23 12. If the Court does not grant final approval of the Settlement Agreement, approval of
24 the PAGA Settlement will be vacated.

25 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

26 **AND TIMELINE FOR SENDING CLASS NOTICE**

27 13. This Court finds that the Class Notice fairly and adequately advises the potential
28 Class Members of the terms of the Settlement and the process for the Class Members to obtain the

1 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
2 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
3 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
4 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
5 Class Member at their last known address comports with all constitutional requirements, including
6 those of due process under the United States and California constitutions, and meets the
7 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
8 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.
9 The Class Notice, including the Request for Exclusion form and Objection form are attached hereto
10 as **Exhibits 1-3**.

11 14. The Administrator shall, as soon as practicable, but no later than fourteen (14)
12 calendar days after receiving the Class Data from the Defendant (to be transmitted by Defendant to
13 the Administrator within fourteen (14) days of the date of this Order), cause the Class Notice to be
14 mailed by first class mail to all known members of the Class certified by this Court in this action to
15 the most recent address in Defendant's business records for each known member of the Class. The
16 mailing of the Class Notices directed in this Order constitutes the best notice practicable under the
17 circumstances and sufficient notice to all members of the Class.

18 15. The costs of settlement administration, including the cost of printing and mailing the
19 Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from
20 the Gross Settlement Amount by the Administrator pursuant to the terms of the Settlement
21 Agreement.

22 16. Each member of the Class who wishes to be excluded from the Class must submit a
23 Request for Exclusion form by the deadline set forth in the Class Notice. Any Class Member who
24 does not submit a timely Request for Exclusion form consistent with the terms of the Settlement
25 Agreement shall be bound by the terms of the Settlement Agreement, even if such Class Member
26 has previously initiated or subsequently initiates individual litigation against Defendant or other
27 proceedings encompassed by the Released Class Claims defined in the Settlement Agreement.

28 ///

1 fees, litigation costs, and service award no later than 16 court days prior to the Final Hearing. After
2 the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with the
3 Settlement Agreement that will adjudicate the rights of all Class Members.

4 24. All discovery and other pretrial proceedings in this action are stayed and suspended
5 until further order of this Court, except such actions as may be necessary to implement the
6 Settlement Agreement and this Order.

7 25. If, for any reason, the Court does not grant final approval of the Settlement, all
8 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
9 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

10 **IT IS SO ORDERED.**

11
12 Dated: _____, 2025

Honorable Harold W. Hopp
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Arceo, et al. v. Harbinder S. Brar, M.D., Inc.
(Riverside County Superior Court, Case No. CVRI2401935)

The Riverside County Superior Court authorized this notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action lawsuit filed by Janet Arceo (“Plaintiff” or “Class Representative”) against Defendant Harbinder S. Brar, M.D., Inc. (“Defendant”) for alleged violations of the California Labor Code (the “Action”). (Plaintiff and Defendant are referred to as the “Parties”).

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined as all persons employed by Defendant in California as non-exempt employees any time from October 17, 2019, through May 4, 2025 (“Class Period”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as all persons who are or were employed by Defendant as non-exempt employees in California at any time during the PAGA Period (the period from April 9 2023, through May 4, 2025). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all Aggrieved Employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a class action settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
Weeks Worked during Class Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
PAGA Pay Periods worked during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendant in California during the PAGA Period.) If you believe that you worked a different number of weeks and/or pay periods during the periods than is shown in the chart above, you can submit a dispute by **DATE** (“Response Deadline”). See **Section 4, subsection 3** of this notice.

In granting preliminarily approval of the proposed Settlement and approving this notice, 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. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below . <i>Defendant will not retaliate against you for participating or not participating in this Settlement.</i>
EXCLUDE YOURSELF	If you do not wish to participate in the proposed Settlement of the Class Claims, you may “opt-out” of the Settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion form by [REDACTED] (see Section 6 below for more details on how to opt-out). If you opt-out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will have the right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See Section 6 of this notice.
OBJECT	If you decide to object to the settlement with respect to the class action claims because you find it unfair or unreasonable, you must submit an objection form stating why you object to the settlement by [REDACTED] (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks and/or pay periods that you were credited with working in the chart above is incorrect, you may submit a dispute and any supporting evidence to [tbd settlement administrator] (the “Administrator”), a third party responsible for sending this notice (see Section 4 for more details on how to submit a dispute). Defendant’s records will be presumed correct, but you may provide evidence to the Administrator showing how many Workweeks or PAGA Pay Periods you believe you should be credited and the Administrator and the Parties will consider your documentation and make a determination.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: DATE TIME: TIME	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this notice.

1. WHAT IS THE ACTION ABOUT?

The Action accuses Defendant of violating California labor laws due to the alleged failure to pay all wages, failure to provide meal periods and rest breaks, failure to pay accrued sick leave, failure to reimburse business expenses, failure to maintain required records, unlawfully failure to timely pay wages upon separation of employment, failure to provide accurate itemized wage statements, and unfair and unlawful competition. Based on the same claims, Plaintiff also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contends they complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

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

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement (“Agreement”), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. In fact, Defendant contends that it has at all times complied with California law.

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits, and 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 final hearing. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this notice, and scheduled a hearing to determine Final Approval.

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

1. The Gross Settlement Amount. Defendant has agreed to pay a total gross settlement amount of \$1,050,000.00 (the “Settlement Amount”) and will deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Award, Class Counsel Fee Payment, Class Counsel Litigation Expenses payment, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval of the settlement and that the Judgment entered by the Court becomes final, Defendant will fund the Gross Settlement Amount and payments will be made shortly thereafter. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys’ fees (\$350,000.00), plus actual costs incurred in the Action, which is currently estimated not to exceed [XXXXXX]. To date, Class Counsel has incurred expenses in the Action without payment.

B. Up to \$12,000.00 to the Class Representative as an Enhancement Payment for litigating the Action, working with Class Counsel, and representing the Class. The Enhancement Payment will be the only monies the Plaintiff will receive other than the Individual Class Payment and any Individual PAGA payment.

C. Up to \$14,500.00 to the Administrator for services administering the Settlement.

D. \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of PAGA Pay Periods during the PAGA Period.

E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder of the Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of total Workweeks the Participating Class Member worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer-side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual

PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be redistributed to the Participating Class Members who cashed their checks on a pro rata basis. You will still be bound by the Judgment, even if you do not cash your check.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement not later than the Response Deadline. See Section 6 of this notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Rust Consulting, Inc. (the “Administrator”) to send this notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also assist the Parties with deciding any disputes over weeks worked, mail and re-mail (if necessary) settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in **Section 9** of this notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the “Released Parties” (which means Defendant, and all of its present and former officers, directors, employees, and agents) based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release the Released Parties from all claims and causes of action that were alleged and those based solely upon the facts alleged in the Operative Complaint (“Released Class Claims”). The Released Class Claims apply to claims arising during the Class Period.

10. Released PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Gross Settlement Amount, Plaintiff and the State of California shall release the Released Parties from all claims for penalties, attorneys’ fees, and costs permissible under PAGA that could have been sought by Plaintiff or the State of California for the violations identified in the PAGA Notice and alleged in the Operative Complaint (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period. Plaintiff does not release any Aggrieved Employees’ individual claim for wages or damages. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969, the Aggrieved Employees will be deemed bound by the judgment entered on the Released PAGA Claims and shall be precluded from asserting Released PAGA Claims against the Released Parties.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class

Period, and (b) multiplying the result by each Participating Class Members' Workweeks during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods for each Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks and pay periods you worked during the Class and PAGA Periods, as recorded in Defendant's records, are stated in the tables on page 1 of this notice. You have until **DATE** (the "Response Deadline") to dispute the number of Workweeks or PAGA Pay Periods credited to you by submitting a dispute to the Administrator. Section 9 of this notice has the Administrator's contact information. You need to support your dispute by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if you are entitled to an Individual PAGA Payment).

2. Non-Participating Class Members/Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement before the Response Deadline. To opt-out, you must complete, sign, and mail the accompanying Request for Exclusion Form to the Administrator, postmarked on or before the Response Deadline (as a reminder, **the "Response Deadline" is DATE**). Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, as to the Released Class Claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection on the enclosed Objection Form and include any and all evidence and supporting documentation or papers. The Objection Form and any accompanying documentation and papers must be sent to the Administrator at the address listed in Section 9 on the Objection Form, **postmarked** on or before the Response Deadline. If you do not comply with these procedures, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On _____, _____, at _____ a.m./p.m., the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiff's request for an Enhancement Award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this notice, the enclosed Request for Exclusion Form or Objection Form, or the Settlement itself, or if you did not receive this notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this notice and request for Exclusion and Objection Forms be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Marta Manus in Support of Motion for Preliminary Approval of Class Action Settlement filed on **DATE** and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2401935) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

You may also visit **[case URL]** for up-to-date case information and to review important documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Administrator are below:

Class Counsel	Administrator
David Yeremian, Esq. d.yeremian@d.law Enoch J. Kim e.kim@d.law Marta Manus m.manus@d.law D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

Janet Arceo, et al. v. Harbinder S. Brar, M.D., Inc.
(Riverside County Superior Court, Case No. CVR12401935)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐ **YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.**

☐ **NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.**

DEFENDANT WILL NOT RETALIATE AGAINST YOU FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

By signing below, I represent that I do NOT want to participate in the settlement in *Janet Arceo, et al. v. Harbinder S. Brar, M.D., Inc.* (Riverside County Superior Court Case No. CVR1240193). I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an Aggrieved Employee (see first page of the Notice), I will receive an Individual PAGA Payment and will have no right to pursue the Released PAGA Claims even if I exclude myself.

Signed on _____

[NAME]

FAX, EMAIL, OR MAIL TO THE ADMINISTRATOR NO LATER THAN [INSERT DEADLINE]:

<u>Administrator:</u>
Name
Mailing Address
Fax Number
Email Address

EXHIBIT 3

OBJECTION FORM

Janet Arceo, et al. v. Harbinder S. Brar, M.D., Inc.
(Riverside County Superior Court, Case No. CVR12401935)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Janet Arceo, et al. v. Harbinder S. Brar, M.D., Inc.* (Riverside County Superior Court Case No. CVR1240193) on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2025

[NAME]

FAX, EMAIL, OR MAIL TO THE ADMINISTRATOR NO LATER THAN [INSERT DEADLINE]:

Administrator:

Name
Mailing Address
Fax Number
Email Address