Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawifrm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
Giancarlo A. Recinos (SBN 282836)
giancarlo.recinos@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

JOE ARCIAGA, individually, on behalf of himself, all others similarly situated, the State of California, and other aggrieved persons,

Plaintiff,

vs.

EK HEALTH SERVICES, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV440274

[Assigned for All Purposes to the Honorable Beth McGowen, Dept. 22]

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

Preliminary Approval Hearing:
Date: June 17, 2027
Time: 1:30 p.m.
Dept.: 22

Action Filed: May 31, 2024
FAC Filed: August 19, 2024
Trial Date: Not Set

[PROPOSED] ORDER

Having reviewed Plaintiff Joe Arciaga's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of Benjamin H. Haber, Plaintiff's Declaration, and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendant EK Health Services, Inc. ("Defendant"), attached to the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of $425,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a $21,250.00 allocation toward civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($15,937.50) will be paid to California's Labor and Workforce Development Agency and 25% of which ($5,312.50) will be paid to Aggrieved Employees; (c) a Class Representative Service Payment of up to $10,000.00 to Plaintiff; (d) Class Counsel Fees Payment not to exceed 33.33% of the Gross Settlement Amount (currently estimated to be $141,666.67), and Class Counsel Litigation Expenses Payment up to $20,000.00 in costs for actual litigation expenses incurred by Plaintiff's Counsel; and (e) Administration Expenses Payment of up to $15,000.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery,

investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final approval hearing on the question of whether the proposed Settlement, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, payment to the LWDA and Aggrieved Employees for their share of the settlement of claims for penalties under PAGA, and the Class Representative Service Payment should be finally approved as fair, reasonable and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class (the "Class"): "all current and formerly hourly or non-exempt employees of EK Health who worked for EK Health in California during the Class Period."

6. "Class Period" means the period from May 31, 2020, though September 21, 2025.

7. "Aggrieved Employees" means all current and former hourly or non-exempt employees of EK Health who worked for EK Health in California during the PAGA Period.

8. "PAGA Period" means the period from June 13, 2023, through September 21, 2025.

9. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

10. The Court appoints as Class Representative, for settlement purposes only, Plaintiff

Joe Arciaga. The Court further preliminarily approves Plaintiff's ability to request a Class Representative Service Award of up to $15,000.00.

11. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J. Kramer, Chase M. Stern, and Giancarlo A. Recinos of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request Class Counsel Fees Payment of up to 33.33% of the Gross Settlement Amount (currently estimated to be $141,666.67), and Class Counsel Litigation Expenses Payment not to exceed $20,000.00.

12. The Court appoints ILYM Group, Inc. as the Administrator with reasonable Administration Expenses Payment not to exceed $15,000.00.

13. The Court approves, as to form and content the Class Notice attached hereto as **Exhibit A.** The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

14. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

15. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

16. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	7 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data

Response Deadline: Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods	45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	_____, 2027, at _____ a.m./p.m. in Dept. 22 of the above-referenced Court

17. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATED: _____

_____
HON. BETH MCGOWEN
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

COURT-APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Arciaga v. EK Health Services, Inc., et al.,
Superior Court of California, County of Santa Clara, Case No. 24CV440274

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

On May 31, 2024, former employee Joe Andaya Arciaga ("Plaintiff") filed a lawsuit alleging wage and hour violations against EK Health Services, Inc. ("Defendant" or "EK Health") (Plaintiff and Defendant are collectively referred to as the "Parties"). On August 19, 2024, Plaintiff filed a first amended complaint adding a claim seeking penalties under the California Private Attorney General Act ("PAGA"). The lawsuit was filed in Superior Court of the State of California for Santa Clara County ("Court"), Case No. 24CV440274 (the "Action"). EK Health strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

The Action alleges Defendant failed to pay minimum and straight time wages, overtime wages, and wages due upon termination, and failed to provide meal periods, rest periods, reimbursement for business expenses, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for unfair business practices under the Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200, *et seq*., and a claim for civil penalties under PAGA. Defendant denies all claims, denies that Plaintiffs and the Class Members are entitled to any recovery, and assert affirmative defenses in response to Plaintiffs' claims.

There has been no determination on the merits of the Action, but in order to avoid the additional cost and the uncertainty of litigation, the Parties reached an agreement to fully and finally settle, compromise, discharge, and release any and all disputes and claims against Defendant arising from or related to the Action. The Parties have entered into a Joint Stipulation of Class and PAGA Settlement ("Settlement," or "Agreement"), which has been preliminarily approved by the Court.

You may be eligible to receive money for the alleged wage and hour violations raised in the Action. The Action seeks (1) alleged unpaid wages and other relief for a class of current and former hourly or non-exempt employees ("Class Members") who worked for EK Health in California during the Class Period May 31, 2020 to September 21, 2025; and (2) penalties under the California Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*., for all current and former hourly or non-exempt employees who worked for EK Health in California during the PAGA Period (June 13, 2023 to September 21, 2025) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class settlement requiring EK Health to fund Individual Class Payments, and (2) a PAGA settlement requiring EK Health to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on EK Health's records, and the parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive may be different than the amount estimated and will depend on a number of factors. (If no amount is stated for your Individual PAGA

Payment, then according to EK Health's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on EK Health's records showing that **you worked ____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period and/or pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant Final Approval. Your legal rights are affected whether you act or not. 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a Judgment that approves the releases of claims by Class Members and PAGA Members in accordance with the terms of the Settlement.

If you worked for EK Health during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against EK Health.

(2) **Opt Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against EK Health, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the proposed Settlement.

EK Health will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against EK Health that are covered by this Settlement ("Released Claims").
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is 45 days after this Notice is mailed to you	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section VI of this Notice.

[ADMINISTRATOR TO INSERT DATE].	You cannot opt out of the PAGA portion of the proposed Settlement. EK Health must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 45 days after this Notice is mailed to you [ADMINISTRATOR TO INSERT DATE].	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE AND TIME TO BE SET BY THE COURT]. 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. Participating Class Members can object to the Class Settlement, virtually or in person, at the Final Approval Hearing. See Section VIII of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by 45 days after this Notice is mailed to you [ADMINISTRATOR TO INSERT DATE].	The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to EK Health's records are stated on the first page of this Notice. If you disagree with the number of Class Period Workweeks, you must challenge it by the Response Deadline (45 days after this Notice is mailed to you) [ADMINISTRATOR TO INSERT DATE]. See Section IV of this Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff was an EK Health employee. The Action accuses EK Health of violating California labor laws by failing timely to pay minimum and straight time wages, overtime wages, and wages due upon termination, and failing to provide meal periods, rest periods, reimbursement for business expenses, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for unfair business practices under the Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200, *et seq*., and a claim for civil penalties under PAGA.

Plaintiff is represented by attorneys in the Action: Benjamin H. Haber, Daniel J. Kramer, Chase M. Stern, and Alan Wilcox of Wilshire Law Firm, PLC.

EK Health strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

The Court has made no determination whether EK Health or Plaintiff is correct on the merits. Plaintiff and EK Health hired a neutral mediator, Phillip Cha, Esq., in an effort to resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and EK Health 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, EK Health does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) EK Health has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Under the Terms of the Settlement, EK Health Will Pay $425,000.00 as the Gross Settlement Amount ("Gross Settlement"). EK Health has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, a Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, EK Health will fund the Gross Settlement and employer payroll taxes owed under the Settlement not more than 7 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

    A. Up to $141,666.67 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $15,000.00 to the Administrator for services administering the Settlement.

D. Up to $21,250.00 for PAGA penalties, allocated 75% ($15,937.50) to the LWDA and 25% ($5,312.50) to Individual PAGA Payments to Aggrieved Employees based on their pay periods during the PAGA Period.

Participating Class Members have the right to object to any of these deductions except the PAGA Penalties. 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 Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and EK Health are asking the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages ("Wage Portion") and 66.67% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. EK Health will separately pay employer 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 EK Health 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 Cash Payment Checks Promptly. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires, which shall be not less than 180 days after the date of mailing (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline (45 days after this Notice is mailed to you) [ADMINISTRATOR TO INSERT DATE], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Class Members who opt out will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against EK Health.

   You cannot opt out of the PAGA portion of the Settlement. Class Members who opt out of the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their

right to assert PAGA claims against EK Health based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section IX of this Notice.

9. Released Parties. The Released Parties means (i) EK Health Services, Inc. and; (ii) each of its past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries; and (iv) the past and present directors, officers, agents, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns.

10. Participating Class Members' Release. After the Judgment is final and EK Health has fully funded the Gross Settlement and separately paid all employer payroll taxes, 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 for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

    > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period. The Release includes without limitation, the Labor Code violations that were alleged in the Action which include, but is not limited to the alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 2802, Cal. Code Civ. Proc. section 1021.5, and Business and Professions Code section 17200-17208 during the Class Period. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

11. Aggrieved Employees' PAGA Release. After the Court's Judgment is final, and EK Health has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved

Employees will be barred from asserting PAGA claims against Released Parties, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against EK Health or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period. The Release includes without limitation, the Labor Code violations that were alleged in the Action which include, but is not limited to the alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, and 2802, during the PAGA Period.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $5,312.50 by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Workweeks you worked during the Class Period, as recorded in EK Health's records, is stated in the first page of this Notice. You have until the Response Deadline (45 days after this Notice is mailed to you) [ADMINISTRATOR TO INSERT DATE] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept EK Health's calculation of Workweeks based on EK Health's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and EK Health's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts 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 IX of this Notice has the Administrator's contact information.

VI. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

To opt out of the Class Action Settlement, submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Arciaga v. EK Health Services, Inc., et al.*, Case No. 24CV440274, and include your identifying information (full name, address, telephone number, approximate dates of employment, and Social Security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by the Response Deadline (45 days after this Notice is mailed to you) [ADMINISTRATOR TO INSERT DATE], or it will be invalid.** Section IX of the Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and EK Health are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website ([SETTLEMENT ADMINISTRATOR WEBSITE URL]) or the Court's website (https://santaclara.courts.ca.gov).

A Participating Class Member who disagrees with any aspect of the Settlement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is** the Response Deadline (45 days after this Notice is mailed to you) [ADMINISTRATOR TO INSERT DATE]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Arciaga v. EK Health Services, Inc., et al.*, Case No. 24CV440274 and include your name, current address, telephone number, and approximate dates of employment for EK Health and sign the objection. Section IX of this Notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE TO BE SET BY THE COURT] at [TIME] in Department 22 of the Superior Court of California, County of Santa Clara, before the Hon. Beth McGowen, located at [SANTA CLARA COURTHOUSE ADDRESS]. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Court's virtual appearance platform [INSERT PLATFORM AND LINK]. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [SETTLEMENT ADMINISTRATOR WEBSITE URL] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything EK Health and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the settlement agreement, the Judgment or any other settlement documents is to go to the Settlement Administrator's website at [SETTLEMENT ADMINISTRATOR WEBSITE URL].

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://santaclara.courts.ca.gov) and entering the Case Number for the Action, Case No. 24CV440274. You can also make an appointment to personally review court documents in the Clerk's Office of the Superior Court of California, County of Santa Clara [INSERT CLERK'S OFFICE ADDRESS AND PHONE].

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Name of Attorney: Benjamin H. Haber
Email Address: benjamin.haber@wilshirelawfirm.com
Wilshire Law Firm, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988

Settlement Administrator:

Name of Company: ILYM Group, Inc.
Email Address: [ADMINISTRATOR EMAIL]
Mailing Address: [ADMINISTRATOR MAILING ADDRESS]
Telephone: [ADMINISTRATOR TELEPHONE]

Fax Number: [ADMINISTRATOR FAX]

X. 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. If your check is already void, you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

XI. 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.