

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
Maria Halwadjian (SBN 358015)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs Vianna Monarque Ralh and Leslie Chasco-Ortega

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

VIANNA MONARQUE RALH, individually,
and on behalf of other members of the general
public similarly situated;

Plaintiffs,

vs.

RO HEALTH, LLC, a Delaware limited
liability company; RO HEALTH, INC., an
unknown business entity; RO HEALTH
HOLDINGS, LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive.

Defendants.

Case No.: 25CV022017

Honorable Jill H. Talley
Department 8A

CLASS ACTION

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

Date:	October 9, 2026
Time:	9:00 a.m.
Department:	8A

Complaint Filed:	September 16, 2025
Trial Date:	None Set

1 This matter has come before the Honorable Jill H. Talley in Department 8A of the Superior
2 Court of the State of California, for the County of Sacramento, on October 9, 2026, at 9:00 a.m. for
3 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiffs Vianna Monarque Ralh and Leslie Chasco-Ortega
5 (together, "Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved
6 employees, and Greenberg Traurig, LLP appears as counsel for Defendants Ro Health, LLC, Ro
7 Health, Inc., and Ro Health Holdings, LLC (collectively, "Defendants").

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 Plaintiffs' Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement and Class Notice ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 **"EXHIBIT 4"** to the Declaration of Maria Halwadjian in Support of Plaintiffs' Motion for
15 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
16 determination that the Settlement falls within the range of possible approval as fair, adequate, and
17 reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
20 Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
22 and reasonable. It appears to the Court that extensive investigation and research have been conducted
23 such that counsel for the parties at this time are able to reasonably evaluate their and each other's
24 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
25 substantial additional costs by all parties, as well as avoid the delay and risks that would be presented
26 by the further prosecution of the cases. It further appears that the Settlement has been reached as
27 the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in
28 good faith.

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

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

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 [A]ll current and former hourly-paid or non-exempt employees who worked for any
22 of the Defendants within the State of California during the period from November
23 20, 2020, to June 1, 2026.

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

26 8. The Court provisionally appoints Plaintiffs Vianna Monarque Ralh and Leslie
27 Chasco-Ortega as the Class Representatives.

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

1 10. Within (fifteen) 15 calendar days after entry of this Preliminary Approval Order,
2 Defendants shall provide the Administrator with the following information about each Class
3 Member: name, last-known mailing address, Social Security number, and number of Class Period
4 Workweeks and PAGA Pay Periods (collectively referred to as the “Class Data”), in conformity
5 with the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Court Approved Notice of
7 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto
8 as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the manner set forth in
9 the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the Class
10 Members of all material elements of the Settlement, of Class Members’ right to be excluded from
11 the Class Settlement by submitting a Request for Exclusion, of Class Members’ and PAGA
12 Members’ right to challenge the Workweeks and/or PAGA Pay Periods credited to each of them,
13 and of each Participating Class Member’s right and opportunity to object to the Class Settlement.
14 The Court further finds that distribution of the Class Notice substantially in the manner and form set
15 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
16 Agreement and this Order, meet the requirements of due process and shall constitute due and
17 sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail
18 the Class Notice to all Class Members within fourteen (14) calendar days after receiving the Class
19 Data from Defendants, pursuant to the terms set forth in the Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
22 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
23 for Exclusion no later than sixty (60) calendar days from the initial mailing of the Class Notice
24 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
25 extended by fifteen (15) calendar days from the date of the Response Deadline. Any Class Member
26 who submits a Request for Exclusion from the Class Settlement is prohibited from making any
27 objections to the Class Settlement. Any Class Member who submits a timely and valid Request for
28 Exclusion will not be a Participating Class Member and will not have any right to object, appeal, or

comment on the Class Settlement. Participating Class Members who do not submit a timely and valid Request for Exclusion by the Response Deadline shall be bound by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval Order and Judgment entered thereon. PAGA Members will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on February 26, 2027 at 9:00 a.m. in Department 8A of the Superior Court of California for the County of Sacramento, located at 500 G St. Sacramento, California, 95814, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the actions on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Participating Class Members and PAGA Members; and determine whether to finally approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Representative Enhancement Awards, and Administration Expenses Payment.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Representative Enhancement Awards, PAGA Penalties, and Administration Expenses Payment, along with the appropriate declarations and supporting evidence, including the Administrator's declaration, by February 2, 2027, to be heard at the Final Approval Hearing.

15. Only Class Members who do not request exclusion from the Class Settlement (i.e., Participating Class Members) may object to the Class Settlement by submitting a written objection to the Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written objection. The objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement. A Participating Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

1 16. The Settlement is not a concession or admission and shall not be used against
2 Defendants as an admission or indication with respect to any claim of any fault or omission by
3 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
4 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
5 neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement,
6 nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into
7 evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendants,
8 including, but not limited to, evidence of a presumption, concession, indication or admission by
9 Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the
10 existence of any condition constituting a violation of, or a non-compliance with state, federal, local
11 or other applicable law, except for legal proceedings concerning the implementation, interpretation,
12 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, cancelled
15 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
16 vacated, and the Parties shall revert back to their respective positions as of before entering into the
17 Settlement Agreement.

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

22 **IT IS SO ORDERED.**

23 Dated: _____

By: _____

The Honorable Jill H. Talley
Judge of the Superior Court

EXHIBIT A

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

Ralh v. Ro Health, LLC, et al. – Sacramento County Court Case No. 25CV022017

***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.***

You may be eligible to receive money from a class action lawsuit (“Action”) against Ro Health, LLC, Ro Health, Inc., and Ro Health Holdings, LLC (“Ro Health”) for alleged wage and hour violations. The Action was filed by former Ro Health employees Vianna Monarque Ralh and Leslie Chasco-Ortega (“Plaintiffs”) and seeks payment of (1) back wages and other relief for all current and former hourly-paid or non-exempt employees who worked for who worked for Ro Health during the Class Period (November 20, 2020 to June 1, 2026) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly-paid or non-exempt employees who worked for Ro Health during the PAGA Period (August 21, 2023 to June 1, 2026) (“PAGA Members”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ 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 Defendants’ records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See **Section 4** 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 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 Defendants to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants 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 and PAGA Period penalty claims against Defendants.

- (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 Defendants, and, if you are a PAGA Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant 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 Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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 6 of this Notice.
The Opt-out Deadline is [REDACTED]	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Members and the PAGA Members 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 [REDACTED]	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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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 verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Ro Health employees. The Action accuses Defendants of violating California labor laws by failing to pay wages, failing to provide meal/rest breaks or provide premiums, failing to timely pay all wages during employment and at termination, failing to provide compliant wage statements, failing to reimburse, failing to comply with record keeping obligations, failing to pay sick pay, unfair business practices, unlawfully collecting wages, failing to provide suitable seating, failing to pay vacation wages, and violating the Wage Orders. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and Stephanie Roseman of Lawyers for Justice, P.C. ("Class Counsel").

Defendants strongly deny Plaintiffs' allegations, deny violating any laws, and deny failing to pay any wages. Defendants contend they complied with all applicable laws.

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

The Court has made no determination whether Defendants or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Defendants 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. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants 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, Defendants do not admit any violations or concede the merit of any claims.

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. Gross Settlement Amount. Defendants will pay Three Million Fifty-Five Thousand Dollars (\$3,055,000.00) as the Gross Settlement Amount (Gross Settlement or GSA). Defendants have 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, Representative Enhancement Awards, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Effective Date. The Effective Date is the 65th day after 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, Plaintiffs and/or 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 at the Final Approval Hearing:
 - A. Up to \$1,069,250.00 (35% 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 each Plaintiff as a Representative Enhancement Award for filing the Action, working with Class Counsel and representing the Class. A Representative Enhancement Award will be the only monies Plaintiffs will receive from the GSA other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$55,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$300,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

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 Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is

subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments and the Individual PAGA Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants 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, which is not less than 180 days after the date of mailing). 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 is sent to the Controller's Unclaimed Property, 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 [REDACTED], 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 [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant 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 decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void, Defendants will not pay any money, and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Simpluris, 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 9** of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have 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 Defendants or related entities 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, heirs, administrators, successors and assigns, release Released Parties from all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the operative complaint (as amended pursuant to Paragraphs 2.4 and 3.4), including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1194, 1197, 1197.1 and the Federal Labor Standards Act ("FLSA"); (2) failure to pay overtime wages in violation of Labor Code section 510 and 1198 and the FLSA; (3) failure to pay all wages for hours worked; (4) failure to provide compliant meal periods and pay missed meal break premiums in violation of Labor Code sections 226.7 and 512; (5) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code sections 226.7 and 512; (6) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204, 227.3; (7) failure to pay waiting time penalties in violation of Labor Code section 203, 227.3; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (9) failure to reimburse necessary business expenses in violation of Labor Code sections 2800 and 2802; (10) record keeping violations in violation of Labor Code sections 226 and 1174; (11) failure to pay sick pay wages in violation of Labor Code sections 201-204, 233, 246; (12) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17210); and (13) all claims for liquidated damages, penalties, interest, fees, and costs based on the foregoing. The Released Class Claims are those that accrued during the Settlement Class Period. Except as set forth in Section 3.3 of this 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, workers' compensation or claims based on facts occurring outside the Class Period.

10. PAGA Members' PAGA Release. PAGA Members are not entitled to request exclusion from the Released PAGA Claims. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, 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 Defendants or its

related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members Release is as follows:

All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, 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 alleged in the operative complaint (as amended pursuant to Paragraph 2.4, 3.4) and PAGA Notice, including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1194, 1197, 1197.1; (2) failure to pay overtime wages in violation of Labor Code section 510 and 1198; (3) failure to pay all wages for hours worked; (4) failure to provide compliant meal periods and pay missed meal break premiums in violation of Labor Code sections 226.7 and 512; (5) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code sections 226.7 and 512; (6) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204, 227.3; (7) failure to pay waiting time penalties in violation of Labor Code section 203, 227.3; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (9) failure to reimburse necessary business expenses in violation of Labor Code sections 2800 and 2802; (10) record keeping violations in violation of Labor Code sections 226 and 1174; (11) failure to pay sick pay wages in violation of Labor Code sections 201-204, 218, 233, 246; (12) unlawful collecting/receiving employee wages in violation of Labor Code section 221; (13) failure to provide seating under Cal. Code Regs. Title 8, § 11070(14); (14) failure to pay accrued vacation in violation of Labor Code section 227.3; violations of Labor Code sections 221, 551, 552, 558, 2100 *et seq*, or the IWC Wage Orders 4, 5, and 7. The Released PAGA Claims are those that accrued during the PAGA Period.

4. 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 \$105,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or

fax. **Section 9** 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 Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' 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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) 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. 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 PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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?

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 ***Ralh v. Ro Health, LLC, et al. – Sacramento County Court Case No. 25CV022017***, 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. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9** of the Notice has the Administrator's contact information.

7. 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 Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Representative Enhancement Award. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** 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 [REDACTED] or the Court's website <https://www.saccourt.ca.gov/> or <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED]**. 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 *Ralh v. Ro Health, LLC, et al.* – **Sacramento County Court Case No. 25CV022017** and include your name, current address, telephone number and approximate dates of employment for Ro Health and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, and regardless of whether you submitted a written objection, 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 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 8A of the Sacramento Superior Court, located at Tani G. Cantil Sakauye Courthouse, 500 G Street Sacramento, CA 95814. 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, Plaintiffs 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 Department's Zoom link (which can be found at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>). 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 [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED] website at [REDACTED]. 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://www.saccourt.ca.gov/indexes/new-portal-info.aspx>). You can also make an appointment to personally review court documents in the Civil Records Unit in the Gordon D. Schaber Sacramento County Courthouse Room 102 or by calling (916) 874-7186.

**DO NOT TELEPHONE THE SUPERIOR COURT TO
OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: Arby Aiwarzian Joanna Ghosh, Yasmin Hosseini, and Stephanie Roseman

Email Address: aa@calljustice.com / joanna@calljustice.com / yasmin@calljustice.com / s.roseman@calljustice.com

Name of Firm: Lawyers for Justice

Mailing Address: 450 North Brand Boulevard, Suite 900, Glendale, California 91203

Telephone: 818-265-1020

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax 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. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

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.