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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

ANGELICA CURIEL, individually, and on
behalf of other members of the general
public similarly situated; TERESA AVILA,
individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act; KIRA CHAMBERS,
individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act; CHRISTINA
ROMAY, individually, and on behalf of
other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

BASS MEDICAL GROUP, a corporation;
and DOES 1 through 100, inclusive; BASS
PRIVIA MANAGEMENT COMPANY OF
CALIFORNIA f/k/a. BASS MANAGEMENT
SERVICES ORGANIZATION, LLC, a
California Limited Liability Company;
PRIVIA HEALTH GROUP, INC., a Delaware
Corporation;

Defendants.

Case No.: MSC21-01668
(Consolidated Case No.: C22-01058)

Honorable Charles Treat
Department 12

CLASS ACTION

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

Date: _____
Time: _____
Department: 12

Complaint Filed: August 4, 2021
FAC Filed: April 15, 2024
Trial Date: None Set

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Attorneys for Plaintiffs Kira Chambers and Christina Romay

1 This matter has come before the Honorable Charles Treat in Department 12 of the Superior
2 Court of the State of California, for the County of Contra Costa, on a date and time to be determined
3 by the Court, for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers for Justice, PC appears as counsel for Plaintiffs Angelica Curiel and Teresa Avila,
5 individually and on behalf of all others similarly situated and other aggrieved employees, Zakay
6 Law Group, APLC and JCL Law Firm, APC, appears as counsel for Plaintiffs Kira Chambers and
7 Christina Romay, individually and on behalf of all others similarly situated and other aggrieved
8 employees, O'Hagan Meyer appears as counsel for Defendant Bass Medical Group ("BMG") and
9 Jeffer Mangels Butler & Mitchell LLP appears as counsel for Defendants Bass Privia Management
10 Company of California ("BPMCC") and Privia Health Group, Inc. ("PHG") (collectively,
11 "Defendants").

12 The Court, having carefully considered the papers, argument of counsel, and all matters
13 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Angelica Curiel,
14 Teresa Avila, Kira Chambers, and Christina Romay (collectively, "Plaintiffs") Motion for
15 Preliminary Approval of Class Action and PAGA Settlement.

16 **IT IS HEREBY ORDERED THAT:**

17 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
18 Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"),
19 attached as "EXHIBIT 1" to the Declaration of Brian J. St. John in Support of Plaintiffs' Motion
20 for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's de-
21 termination that the Settlement falls within the range of possible approval as fair, adequate, and
22 reasonable.

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

26 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
27 and reasonable. It appears to the Court that extensive investigation and research have been
28 conducted such that counsel for the Parties at this time are able to reasonably evaluate their

1 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
2 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented
3 by the further prosecution of the cases. It further appears that the Settlement has been reached as
4 the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in
5 good faith.

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

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

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

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1 All current and former hourly-paid or non-exempt employees of BMG in California
2 during the Class Period and all individuals who worked for Defendants as
3 independent contractors in California during the of time from August 4, 2017,
4 through December 17, 2022. (“Class” or “Class Members”)

5 7. The Court provisionally appoints Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh,
6 and Brian J. St. John of Lawyers *for* Justice, PC; Shani O. Zakay, Jackland K. Horn, and Julieann
7 Alvarado, of Zakay Law Group, APLC; and Jean-Claude Lapuyade, Eduardo Garcia, and Sydney
8 Castillo-Johnson of JCL Law Firm, APC as counsel for the Class (“Class Counsel”).

9 8. The Court provisionally appoints Plaintiffs Angelica Curiel, Teresa Avila, Kira
10 Chambers, and Christina Romay as the representatives of the Class (“Class Representatives”).

11 9. The Court provisionally appoints Phoenix Settlement Administrators. to handle the
12 administration of the Settlement (“Settlement Administrator”).

13 10. Within twenty-one (21) calendar days of the date of this Order, Defendants shall
14 prepare a list, in an electronically usable format, for the Settlement Administrator containing for
15 each Class Member, to the extent Defendants have such information, the following: first and last
16 name, last known mailing address, Social Security number or Tax ID, total number of Individual
17 Workweeks, and if the Class Member is also a PAGA Group Member, the total number of Individual
18 Pay Periods (“Class Members’ Data”).

19 11. The Court approves, both as to form and content, the Notice of Class Action
20 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as
21 “**EXHIBIT A.**” The Class Notice shall be provided to Class Members and PAGA Group Members
22 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears
23 to fully and accurately inform the Class Members and PAGA Group Members of all material
24 elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by
25 submitting a Request for Exclusion, of Class Members’ right to dispute the number of his, her, or
26 their Individual Workweeks and/or Individual Pay Periods as stated in the Class Notice, and of each
27 Participating Class Member’s right and opportunity to object to the Class Settlement by submitting
28 an Objection to the Settlement Administrator. The Court further finds that distribution of the Class
Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,

1 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
2 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
3 further orders the Settlement Administrator to mail the Class Notice in English and Spanish, by First-
4 Class U.S. mail to all Class Members within seven (7) calendar days after receipt of the Class
5 Members' Data, pursuant to the terms set forth in the Settlement Agreement.

6 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
7 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
8 choose to be excluded from the Class Settlement by submitting a timely and valid Request for
9 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
10 Administrator, postmarked no later than the date which is forty-five (45) calendar days after the
11 Settlement Administrator mails the Class Notice to Class Members and PAGA Group Members
12 ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline will be
13 extended by fifteen (15) calendar days from the date of the original forty-five (45) calendar day
14 deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the
15 Class Settlement will not be entitled to any recovery under the Class Settlement and will not be
16 bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless,
17 all current and former non-exempt employees of BMG in California during the PAGA Period and
18 all individuals who worked for Defendants as an independent contractor in California during the
19 period of time from May 25, 2021, through December 17, 2022 ("PAGA Group Members") will be
20 bound by the PAGA Settlement and will be issued their PAGA Payment Share, irrespective of
21 whether they submit a Request for Exclusion. Class Members who do not submit a valid and timely
22 Request for Exclusion (i.e., Participating Class Members) shall be bound by the Settlement
23 Agreement and any final judgment based thereon.

24 13. A Final Approval Hearing shall be held before this Court on
25 _____ at _____ a.m./p.m. in
26 Department 12 of the Contra Costa County Superior Court, located at 725 Court Street, Martinez,
27 California 94553, to determine all necessary matters concerning the Settlement, including: whether
28 the proposed settlement of the action on the terms and conditions provided for in the Settlement is

1 fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
2 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
3 Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA
4 Group Members; and determine whether to finally approve the requests for the Class Counsel Fees
5 Payment and Class Counsel Litigation Expenses, Class Representative Enhancement Payments, and
6 Settlement Administrator Payment.

7 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
8 Counsel Fees Payment and Class Counsel Litigation Expenses, Class Representative Enhancement
9 Payments, and Settlement Administrator Payment, along with the appropriate declarations and
10 supporting evidence, including the Settlement Administrator's declaration, by
11 _____, to be heard at the Final
12 Approval Hearing.

13 15. To object to the Class Settlement, a Class Member may submit his, her, or their
14 Objection in writing to the Settlement Administrator on or before the Response Deadline. The
15 written Objection must contain the information that is required, as set forth in the Class Notice,
16 including and not limited to the grounds for the Objection. Participating Class Members may also
17 present their Objection orally at the Final Approval Hearing, regardless of whether they have
18 submitted an Objection.

19 16. The Settlement is not a concession or admission, and shall not be used against
20 Defendants as an admission or indication with respect to any claim of any fault or omission by
21 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
22 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
23 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
24 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
25 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
26 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
27 implementation, interpretation, or enforcement of the Settlement.

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

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

10 **IT IS SO ORDERED.**

11
12 Dated: _____

By: _____

The Honorable Charles Treat
Judge of the Superior Court

EXHIBIT A



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF CLASS ACTION SETTLEMENT

If you (i) are or were a non-exempt or hourly paid employee of Bass Medical Group in California at any time between August 4, 2017, and December 17, 2022, and/or (ii) worked for Bass Medical Group, Bass Privia Management Company of California, and/or Privia Health Group, Inc. in California at any time between August 4, 2017 and December 17, 2022, you may be able entitled to receive money from a Class Action Settlement.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

PLEASE READ THIS NOTICE.

Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion, you will not receive a settlement payment. PAGA Group Members (defined below) cannot opt-out of the PAGA portion of the proposed Settlement, and will receive their PAGA Payments even if they opt out of the class settlement.
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. You may also offer your oral comments at the Final Approval Hearing. In order to object, you must not have excluded yourself from the Settlement.

1. Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Angelica Curiel, et al. v. Bass Medical Group, et al.*, Contra Costa County Superior Court Case No. MSC21-01668 (consolidated

with *Kira Chambers v. Bass Medical Group, et al.*, Case No. C22-01058) (the “Action” or “Lawsuit”). The Defendants in the Action are Bass Medical Group (“BMG”), Bass Privia Management Company of California (“BPMCC”), and Privia Health Group, Inc. (“PHG”) (BMG, BPMCC, and PHG are collectively referred to in this Notice as “Defendants.”)

The Court has granted preliminary approval of a “Class,” for settlement purposes only, defined as follows:

All current and former hourly-paid or non-exempt employees of BMG in California during the Class Period and all individuals who worked for Defendants as independent contractors in California during the Class Period.

The “Class Period” is the period of time from August 4, 2017, through December 17, 2022.

The Court has also granted preliminary approval of a “PAGA Group” defined as follows:

All current and former non-exempt employees of BMG in California during the PAGA Period and all individuals who worked for Defendants as an independent contractor in California during PAGA Period.

The “PAGA Period” is the period of time from May 25, 2021, through December 17, 2022.

Defendants’ employment records indicate that you meet one or both of these definitions, which makes you a member of the Class (referred to in this Notice as a “Class Member”) and/or a member of the PAGA Group (referred to in this Notice as a “PAGA Group Member”). The Court directed that this Notice be sent to all Class Members and PAGA Group Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Class Members who have not opted out of the Settlement and all PAGA Group Members.

This Notice explains the Action, the Settlement, your legal rights and options, what benefits are available and how to get them.

2. What is this Lawsuit about?

On August 4, 2021, Plaintiff Angelica Curiel (“Curiel”) filed a Class Action Complaint against BMG in the Contra Costa County Superior Court, Case No. MSC21-01668. In her Class Action Complaint, Curiel pled causes of action for: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods or Pay Meal Period Premiums; (4) Failure to Provide Rest Breaks or Pay Rest Break Premiums; (5) Failure to Provide Accurate Itemized Wage Statements and Maintain Payroll Records; (6) Failure to Timely Pay Final Wages; (7) Failure to Timely Pay Wages During Employment; (8) Failure to Reimburse Necessary Business Expenses; and (9) Unlawful and Unfair Business Practices (“Curiel Lawsuit”).

On March 15, 2022, Plaintiff Kira Chambers (“Chambers”), on behalf of alleged aggrieved employees, gave written notice to the Labor Workforce and Development Agency (“LWDA”) and BMG of the sections of the California Labor Code and applicable Industrial Welfare Commission Wage Orders that BMG is alleged to have violated (“Chambers LWDA Exhaustion Letter”)

On May 25, 2022, Chambers filed a Class Action Complaint against Defendants in the Contra Costa County Superior Court, Case No. C22-01058. In her Class Action Complaint, Curiel pled causes of action for: (1) Unfair

Competition in Violation of Cal. Bus. & Prof. §§ 17200 *et seq.*; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Meal Periods or Pay Meal Period Premiums; (5) Failure to Provide Rest Breaks or Pay Rest Break Premiums; (6) Failure to Provide Accurate Itemized Wage Statements;) (7) Failure to Reimburse Necessary Business Expenses; (8) Failure to Provide Wages When Due; and (9) Violation of the Private Attorneys General Act (“Chambers Lawsuit”).

On August 2, 2022, Chambers filed an amended notice with the LWDA, and gave written notice to Defendants, identifying BPMCC and PHG as the entities designated as DOES 1 and 2, respectively (the “Chambers Amended LWDA Exhaustion Letter”).

On October 6, 2022, Plaintiff Teresa Avila (“Avila”), on behalf of alleged aggrieved employees, gave written notice to the LWDA and BMG of the sections of the Labor Code and applicable Industrial Welfare Commission Wage Orders that BMG is alleged to have violated (“Avila LWDA Exhaustion Letter”).

On November 29, 2022, the Court consolidated the Curiel Lawsuit and the Chambers Lawsuit into one matter, the Action.

On April 15, 2024, Plaintiffs Curiel and Chambers amended the Action to add Plaintiffs Avila and Christina Romay (“Romay”) (Curiel, Chambers, Avila, and Romay are collectively the “Plaintiffs” or “Class Representatives”) and to add a cause of action for Civil Penalties pursuant to the Private Attorneys’ General Act of 2004 (“PAGA”).

Defendants have denied, and continue to deny, all of the claims and contentions made in the Action and maintain they have fully complied with the law. However, Defendants have agreed to settle the Action to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendants. Plaintiffs and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

4. What are the terms of the Settlement?

BMG will pay Five Million, One Hundred Thousand Dollars and Zero Cents (\$5,100,000.00) to settle the Action (the “Maximum Settlement Amount”). The Maximum Settlement Amount includes: (a) all Settlement Payments to Participating Class Members; (b) the Class Representative Enhancement Payments to the Class Representatives; (c) the Class Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency for civil penalties brought under PAGA; (e) all PAGA Payment Shares to the PAGA Group Members; and (f) the reasonable fees and costs of the Settlement Administrator. BMG will pay Defendants’ portion of all payroll taxes resulting from the Settlement in addition to the Maximum Settlement Amount.

The Court has preliminarily approved the following payments from the Maximum Settlement Amount. Class Counsel will request that the Court award Class Counsel 38% of the Maximum Settlement Amount (currently estimated to be One Million, Nine Hundred and Thirty-Eight Thousand Dollars and Zero Cents (\$1,938,000.00))

in attorneys' fees and up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) in out-of-pocket litigation costs, up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) for Settlement Administration Costs for the third-party Settlement Administrator, and up to Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00) for the Class Representative Enhancement Payments for each Class Representative in recognition of their respective time and service to the Class in pursuing the Action and in fulfilling their obligations as Class Representatives. Additionally, the Settlement provides for a payment of Six Hundred and Fifty Thousand Dollars and Zero Cents (\$650,000.00) (the "PAGA Penalty Amount") to resolve PAGA Group Members' claims under PAGA, of which One Hundred and Sixty-Two Thousand, Five Hundred Dollars and Zero Cents (\$162,500.00) will be distributed to the PAGA Group Members ("PAGA Payment") and Four Hundred and Eighty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$487,500.00) will be paid to the LWDA. This allocation of the PAGA Penalty Amount is required by California law. The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the "Net Settlement Amount"—will be distributed to those Class Members who have not opted out of the Settlement (the "Participating Class Members"). No portion of the Maximum Settlement Amount will be returned to Defendants.

5. How much can I expect to receive?

Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount ("Settlement Share") based on the number of Workweeks the person worked for BMG in the State of California as hourly-paid or non-exempt employees at any time during the Class Period and/or worked for Defendants in the State of California as an independent contractor at any time during the Class Period. A "Workweek" is any week during the Class Period in which a Class Member actually performed paid work as an hourly-paid or non-exempt employee of BMG or as an independent contractor for BMG, BPMCC, and/or PHG. Any workweek in which a Class Member worked at least one day shall be counted as a workweek.

To calculate a Class Member's Settlement Share, the Net Settlement Amount will be divided by the aggregate total number of Workweeks of all Participating Class Members, resulting in the "Workweek Value." Each Participating Class Member's Settlement Share will be calculated by multiplying each individual Participating Class Member's total number of Workweeks by the Workweek Value.

Your Workweeks are: <<Workweeks>>

Your Estimated Settlement Share is: \$<<Est.SettlementAmt>>

All settlement payments are subject to taxation. Each Settlement Share will be allocated as follows: (a) 20% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes; and (b) 80% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. BMG will separately pay Defendants' share of employer-side payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that each Participating Class Members will be responsible for his/her share of taxes attributable to the receipt of a Settlement Share. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences

of the payments they receive under the Settlement.

Each PAGA Group Member will receive a *pro rata* share of the PAGA Payment (“PAGA Payment Share”) based on the number of Pay Periods in which the person actually received payment from BMG, BPMCC, and/or PHG as a non-exempt employee, exempt employee, and/or independent contractor. Any pay period in which a PAGA Group Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Group Member’s PAGA Payment Share, the PAGA Payment will be divided by the aggregate total number of Pay Periods of all PAGA Group Members, resulting in the “Pay Period Value.” Each PAGA Group Member’s PAGA Payment Share will be calculated by multiplying each individual PAGA Group Member’s total number of Pay Periods by the Pay Period Value.

Your Pay Periods are: <<PayPeriods>>

Your Estimated PAGA Payment Share is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each PAGA Payment Share will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Group Member will receive an IRS Form-1099 for his or her PAGA Payment Share, unless said payment is less than or equal to \$600.00.

The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of Workweeks and/or Pay Periods you worked as an hourly, non-exempt employee and/or independent contractor during the Class Period and/or PAGA Period is based on Defendants’ records. To dispute this number of Workweeks and/or Pay Periods credited to you, you must send written notice to the Settlement Administrator. To be valid, your written dispute of Workweeks and/or Pay Periods worked must: (1) include your full name and address; (2) contain a statement of the number of Workweeks and/or Pay Periods that you contend you worked; and (3) be accompanied by satisfactory evidence of the actual Workweeks worked as an hourly or non-exempt employee of BMG and/or as an independent contractor of BPMCC or PHG during the Class Period and/or the actual Pay Periods in which payment was received from BMG, BPMCC, and/or PHG as a non-exempt employee, employee, and/or independent contractor during the PAGA Period, including any supporting documentation (e.g., copies of your pay stubs). To be timely, your written dispute of Workweeks and/or Pay Periods worked must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, and be postmarked on or before [RESPONSE DEADLINE].

The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member. The Settlement Administrator will make the final decision as to how many Workweeks and/or Pay Periods should be credited to the Class Member and/or PAGA Group Member and report the outcome to the Class Member and/or PAGA Group Member.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Settlement Share and/or PAGA Payment Share. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Group Members will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Participating Class Members and/or PAGA Group Members who did not cash their checks until such time they claim their property.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (800) ###-####, or at the address provided below.

8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court and BMG will fund the Maximum Settlement Amount. Upon the date of BMG's full funding of the Maximum Settlement Amount, all Participating Class Members shall release the Released Parties from the Class Released Claims for the Class Period, which is defined as the period of time between August 4, 2017, and December 17, 2022.

The Class Released Claims are defined as all causes of action and claims pled in the Actions and all other claims, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been alleged based on the facts pled in the Actions, including, but not limited to, all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (Cal. Bus. & Prof. Code § 17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Industrial Welfare Commission Wage Orders. The Participating Class Members who cash their Settlement checks further acknowledge that they are releasing any claims they have against Defendants under the Fair Labor Standards Act ("FLSA") (collectively, the "Class Released Claims"). Participating Class Members who do not cash their checks shall be deemed to waive all Class

Released Claims except for a claim under the FLSA. Other than for Plaintiffs, claims of Participating Class Members, if any, for vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period are not encompassed within the definition of "Class Released Claims."

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Class Released Claims against the Released Parties.

The "Class Settlement" is the settlement and release of the Class Released Claims.

If the Settlement is approved by the Court, a Judgment will be entered by the Court and BMG will fund the Maximum Settlement Amount. Upon the date of BMG's full funding of the Maximum Settlement Amount, all PAGA Group Members shall release the Released Parties from the PAGA Released Claims for the PAGA Period, which is defined as the period of time between May 25, 2021, and December 17, 2022.

The PAGA Released Claims are defined as any and all claims for civil penalties pursuant to PAGA arising out of the claims that were alleged in the Actions or could have been alleged in the Actions the Chambers LWDA Exhaustion Letter, and/or the Avila LWDA Exhaustion Letter, including, without limitation, all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (ix) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action; (x) any claim for costs and attorneys' fees and expenses; and (xi) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders (collectively, the "PAGA Released Claims"). PAGA Released Claims for PAGA Group Members who worked for Defendants in California during the PAGA Period shall have their claims released during the PAGA Period.

The "PAGA Settlement" is the settlement and release of the PAGA Released Claims.

The Released Parties are Defendants and each their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Settlement Share automatically if the Settlement is finally approved by the Court. If applicable, you will receive your PAGA Payment Share automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Class Settlement.** If you do not want to be part of the Class Settlement, you can request to be excluded from the Class Settlement by mailing a written Request for Exclusion to the Settlement

Administrator. If you exclude yourself, you will not receive your Settlement Share, you will not be subject to the terms of the Class Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion must include: (i) include your full name, address, and last four digits of your Social Security number; (ii) following statement or a similar statement: “I wish to exclude myself from the class settlement reached in the matter of *Curiel, et al. v. Bass Medical Group, et al.*, Contra Costa County Superior Court Case No. MSC21-01668. I understand that by excluding myself, I will not receive any money from the class settlement reached in this matter”; and (iii) your signature. To be timely, a Request for Exclusion must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator at the address provided below and be postmarked on or before [RESPONSE DEADLINE].

If you are a PAGA Group Member, you will receive a PAGA Payment Share, release the PAGA Released Claims and be bound by the PAGA Settlement, regardless of whether you submit a valid and timely Request for Exclusion.

c. **Object to the Settlement.** If you’re a Class Member and you do not request to be excluded from the Class Settlement, you can object to the Class Settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object, you may submit a written objection stating why you object to the Class Settlement, or you may simply appear at the Final Approval Hearing set for [FINAL APPROVAL DATE] at [FINAL APPROVAL TIME] in the Contra Costa County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections must include: (i) your full name, address, and last four digits of your Social Security number; (ii) the dates of your employment and/or independent contractor relationship with Defendants; (iii) a written statement of the basis for each objection in clear and concise terms; (iv) the full name, address, and telephone number of your legal representative, if any; and (v) a statement of whether you intend to appear at the Final Approval Hearing, either in person or by counsel. To be timely, a written objection must be mailed by first-class U.S. Mail to the Settlement Administrator at the address provided below and be postmarked on or before [RESPONSE DEADLINE].

Please note that you cannot both exclude yourself and object to the Class Settlement. In order for you to object to this Class Settlement, or any term of it, you may not submit a Request for Exclusion.

10. Who are the attorneys representing the Plaintiffs, the Settlement Class, and the PAGA Group?

The Court has appointed the following lawyers as “Class Counsel” to represent all Class Members:

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Brian J. St. John
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

ZAKAY LAW GROUP, APLC
Shani O. Zakay
Jackland K. Hom
Julieann Alvarado
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

JCL LAW FIRM, APC
Jean-Claude Lapuyade

You will not be charged for these lawyers.

11. How will the attorneys for the Settlement Class and the PAGA Group be paid?

All payments for Class Counsel's attorneys' fees and costs will be made from the Maximum Settlement Amount. Class Counsel intends to request an award of attorneys' fees up to 38% of the Maximum Settlement Amount (currently estimated to be One Million, Nine Hundred and Thirty-Eight Thousand Dollars and Zero Cents (\$1,938,000.00)), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00). Class Counsel has been prosecuting this Action on behalf of Plaintiffs and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

12. When and where will the Court decide to approve the Settlement?

The Court has preliminarily approved the settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Court will hold the Final Approval Hearing on [FINAL APPROVAL DATE] at [FINAL APPROVAL TIME], in Department 12 of the Contra Costa County Superior Court located at 725 Court Street, Martinez, CA 94553, before the Honorable Charles "Steve" Treat. At the Final Approval Hearing, the Court will rule on Class Counsel's request for attorneys' fees and litigation costs, the Class Representatives Class Representative Enhancement Payments, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice.

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendants approve the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendants or Defendants' treatment of you as a former employee.

14. What is the Settlement Administrator's address?

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed to the Settlement Administrator at the following address:

Curiel, et al. v. Bass Medical Group, et al.

c/o [REDACTED]

[REDACTED]
[REDACTED]

Telephone: [REDACTED]

15. How Can I Get Additional Information?

If you have questions, you can call the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' MANAGERS, SUPERVISORS,
OR ATTORNEYS ABOUT THIS SETTLEMENT
They will not be able to assist you.