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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – SPRING STREET COURT**

CYNTHIA CASASOLA, ERIKA  
CASTANEDA, and JUAN BANDA,  
individuals and class representatives on  
behalf of themselves and all other similarly  
situated non-exempt former and current  
employees,

Plaintiffs,

v.

URGENTMED MANAGEMENT, LLC, a  
California limited liability company; MMC-  
HR, LLC, a California limited liability  
company; MMC ENTERPRISE, LLC, a  
California limited liability company;  
MEDICAL MANAGEMENT  
CONSULTANTS, INC., a California  
corporation; MODERN MANAGEMENT  
CONSULTANTS, INC., a California  
corporation; MMC EXECUTIVE  
SERVICES, INC., a California corporation;  
MEDICAL MANAGEMENT  
CONSULTANTS, INTERNATIONAL, a

Case No. 22STCV37152

Assigned For All Purposes To:  
Hon. Carolyn B. Kuhl  
Dept. SS-12

**CLASS ACTION**

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

Date: September 5, 2024  
Time: 10:30 AM  
Dept.: SS12  
Judge: Hon. Carolyn B. Kuhl

Trial Date: None  
Complaint Filed: November 23, 2022

**FILED**  
Superior Court of California  
County of Los Angeles

**09/05/2024**

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 California corporation; MASHI RAHMANI,  
2 an individual; MORRIS KOKHAB, an  
3 individual; AND DOES 1 through 100,  
4 inclusive,

5 Defendants.

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6 ANASTASIA VASQUEZ, an individual, on  
7 behalf of herself and all others similarly  
8 situated,

9 Plaintiff,

10 v.

11 URGENTMED MANAGEMENT, LLC, a  
12 California corporation; and DOES 1 through  
13 50, inclusive,

14 Defendants.

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**[PROPOSED] ORDER**

The Court, having fully considered Plaintiffs CYNTHIA CASASOLA, ERIKA CASTANEDA, JUAN BANDA, and ANASTASIA VASQUEZ unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”) and the declarations filed in support thereof, including the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (“Settlement Agreement” or “Settlement”) attached as Exhibit 2 to the SUPPLEMENTAL DECLARATION OF AMIR SEYEDFARSHI IN SUPPORT OF CLASS NOTICE EDITS filed on August 8, 2024 (“Class Notice”) and attached hereto as Exhibit 1, and for good cause appearing, the Court hereby orders as follows:

1. The Court GRANTS preliminary approval of the settlement as set forth in the Settlement Agreement and finds the terms to be within the range of reasonableness of a Settlement that ultimately could be granted approval by the Court at the Final Approval Hearing. All terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the Class Members in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following “Class Members” or “Settlement Class Members” defined as follows:

“all hourly-paid, non-exempt employees, who are or were employed by Defendants, who worked at least one shift in California from November 23, 2018 through May 5, 2024”

2. The Court recognizes that Plaintiffs CYNTHIA CASASOLA, ERIKA CASTANEDA, JUAN BANDA, and ANASTASIA VASQUEZ (“Plaintiffs”) and Defendants URGENTMED MANAGEMENT, LLC, and ANAHEIM URGENT CARE, INC. (“Defendants”) stipulate and agree to certification of the Class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. Whether or not the settlement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the

Settlement Agreement may be admitted in any proceeding as an admission by Defendants or any of the Released Parties, Plaintiffs, or any person within the definition of the Class.

3. For settlement purposes only, the Court designates Plaintiffs CYNTHIA CASASOLA, ERIKA CASTANEDA, JUAN BANDA, and ANASTASIA VASQUEZ as Class Representatives for the Settlement Class.

4. For settlement purposes only, the Court appoints Shoham J. Solouki, Esq. and Grant J. Savoy, Esq. of Solouki & Savoy, LLP, and Amir H. Seyedfarshi of Employment Rights Lawyers, APC as Class Counsel.

5. The Court appoints ILYM Group, Inc. ("ILYM"). ILYM will administer the class notice as agreed upon in the Settlement. The Administrator shall provide the services described in Paragraph 7 of the Settlement Agreement, namely:

- (1) preparing, printing, and mailing simultaneously the Notice of Class Action Settlement in both English and Spanish;
- (2) receiving and reviewing any Opt-Outs;
- (3) calculating payments under the settlement;
- (4) handling inquiries from Class Members concerning the Notice Packet;
- (5) resolving any workweek disputes; (6) providing weekly status reports to Defendants' counsel and Class Counsel regarding the mailings, Opt-Outs, and settlement payments;
- (7) distributing settlement payments to Class Members and payment to other parties under the terms of this Joint Stipulation; (8) providing due diligence declarations for submission to the Court, as needed; (9) printing and providing Class Members and Plaintiffs with tax forms as required under the Joint Stipulation and applicable law, and providing copies of the same to Defendants;
- (10) translating the Notice Packet to Spanish;
- (11) sending, and/or responding to submissions of Opt-Outs, or contact information updates; and
- (12) such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.

1 6. Class Members shall submit Exclusions and Objections to the Administrator rather than  
2 filing them with the Court. The Administrator shall serve counsel with copies of all Exclusions  
3 and Objections submitted by Class Members. Concurrently with the filing of the motion for  
4 final approval, the Administrator shall file a declaration authenticating copies of every  
5 Exclusion Form and Objection Form received by it.

6 7. A Final Approval Hearing on the question of whether the proposed Settlement should be  
7 finally approved as fair, reasonable, and adequate as to the members of the Settlement Class is  
8 scheduled in Department SS12 of this Court, located at 312 N. Spring Street, Los Angeles, CA  
9 90012, on February 1, 2017 at 10:00 AM/PM.

10 8. At the final approval hearing, the Court will consider: (a) whether the Settlement should  
11 be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting  
12 approval of the settlement should be entered; and (c) whether Plaintiffs' application for an  
13 award of attorney fees, reimbursement of litigation expenses, and Class Representative Service  
14 Payments should be granted.

15 9. Counsel for the parties shall file memoranda, declarations, or other statements and  
16 materials in support of their request for final approval and an award of attorney's fees and costs  
17 by no later than February 1, 2017, at 5:00 PM.

18 10. The Court approves, as to form and content, the Class Notice.

19 11. The Court finds that the form of Class Notice, and the methods of giving notice to  
20 members of the Settlement Class constitute the best notice practicable under the circumstances  
21 and constitute valid, due, and sufficient notice to all members of the Settlement Class. They  
22 comply fully with the requirements of California Code of Civil Procedure § 382, California  
23 Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and United States  
24 Constitutions, and other applicable law.

25 12. The Court further approves the procedures for Class Members to participate in, opt out  
26 of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

27 13. The Parties are ordered to carry out the Settlement according to the terms of the  
28 Settlement Agreement. Counsel for the parties are hereby authorized to utilize all reasonable

procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

14. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

15. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins all Class Members from filing or prosecuting any claims, suits or administrative proceedings regarding claims released by the Settlement unless and until such Class Members have submitted valid Requests for Exclusion with the Administrator and the Response Deadline has elapsed.

16. The Court orders the following Implementation Schedule for further proceedings:

<u><b>Event</b></u>	<u><b>Timing</b></u>
Last day for Defendant(s) to provide Class Information to Administrator.	(15 days after preliminary approval)
Last day for Administrator to mail Notice Packet to Class Members (“Notice Date”).	(14 days after receipt of Class Data)
Last day for Class Members to postmark a Request for Exclusion, Objection or Dispute to the Administrator (“Response Deadline”).	(60 days after Notice Date – extended by 14 days if re-mailed)
Last day for Administrator to provide list of all Class Members who submitted a valid Request for Exclusion.	(at least 14 days prior to motion filing deadline)
Last day for parties to file motion and supporting documents for final approval of class action settlement.	(at least 16 court days prior to motion hearing, per code)
Final Approval Hearing.	_____ at _____ AM/PM

17. The Final Approval Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Settlement Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

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

IT IS SO ORDERED.

09/05/2024

DATED: \_\_\_\_\_



A handwritten signature in cursive script, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

HON. CAROLYN B. KUHL  
Judge of the Superior Court

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**EXHIBIT “1”**



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

*Casasola, et al v. UrgentMed Management, LLC, LLC, a California limited liability company et. al.*  
Superior Court of the State of California, County of Los Angeles, Case Number 22STCV37152.

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***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 an employee class action lawsuit ("Action") against UrgentMed Management, LLC, LLC and Anaheim Urgent Care, Inc. (collectively as "Defendants") for alleged wage and hour violations. The Action was filed by Plaintiffs, former employees of Defendants, and seeks payment of (1) alleged unpaid wages and other relief for a class of all hourly-paid, non-exempt employees ("Class Members") who are or were employed by Defendants during the Class Period which is November 23, 2018 to February 5, 2024; and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly-paid, non-exempt employees who are or were employed by Defendants during the PAGA Period which is December 6, 2021 to February 5, 2024 ("Aggrieved Employees").

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").

**Defendant denies Plaintiffs' claims and denies any wrongdoing or liability. The Court has not ruled on the merit of Plaintiffs' claims or Defendants defenses, and the parties have agreed to the Settlement.**

Plaintiffs and Class Counsel believe the Settlement is fair and in the best interest of the Class Members and for those reasons are seeking final approval of the Settlement.

Based on Defendants' 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 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 \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ pay period** during the PAGA Period. If you believe that you worked more workweeks 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 Aggrieved Employees 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 an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**URGENTMED 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**

<b>You Don't Have to Do Anything to Participate in the Settlement</b>	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).
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>  <b>The Opt-out Deadline is _____</b>	<p>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.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Individual PAGA Payments will be paid to all Aggrieved Employees and all Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>

<b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b>  <b>Written Objections Must be Submitted by</b> _____	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.
<b>You Can Participate in the _____ Final Approval Hearing</b>	The Court’s Final Approval Hearing is scheduled to take place on _____. 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.
<b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b>  <b>Written Challenges Must be Submitted by</b> _____	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 of Workweeks and number of 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 _____. See Section 4 of this Notice.

## 1. WHAT IS THE ACTION ABOUT?

The Plaintiffs, Cynthia Casasola, Erika Castaneda, Juan Banda and Anastasia Vasquez, are former employees of Defendants. The Action alleges that Defendants violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by the following attorneys in the Action: Shoham Solouki and Grant Savoy of Solouki & Savoy, LLP and Amir Seyedfarshi of Employment Rights Lawyers, APC. (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendants’ agreement to resolve these claims via the settlement described herein is not an admission of wrongdoing.

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

So far, 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 an 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 does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have 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 and Aggrieved Employees. 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?**

- A. Defendants Will Pay \$2,200,000.00 as the Gross Settlement Amount (Gross Settlement). 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, Class Representative Service Payment, Class Counsel’s attorney’s 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 21 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.
- B. 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:
1. Up to \$733,333.33 (33.33% of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  2. Up to \$20,000.00 for Class Representatives Awards (\$5,000.00 for each of the class representative) for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payments and any Individual PAGA Payments.
  3. Up to \$19,000.00 to the Administrator for services administering the Settlement.

4. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees 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.

- C. 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 Workweeks.
- D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants 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 penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants 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 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.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be 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.

- E. 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 \_\_\_\_\_, 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 a Class Member or his/her representative setting forth a Class Member’s name, present address, email address or 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 Defendants.

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 Defendants based on the PAGA Period facts alleged in the Action.

- F. 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 Defendants 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.
- G. 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 9 of this Notice.
- H. 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 facts alleged in this Action t.

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

All Participating Class Members will release Defendants and its subsidiaries, shareholders, employees, representatives, members, agents, predecessors, successors, and assigns (the “Released Parties”) from those claims alleged in the Operative Complaint or which could have been alleged in the Operative Complaint based on the facts therein and that arose during the Class Period, including claims for: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay timely wages during employment; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized wage statements; (9) failure to reimburse employees for necessary expenditures incurred in discharge of duties; (10) failure to pay wages; (11) waiting time penalties for failure to pay wages due on termination; in violation of Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 558.1, 1174(d), 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1 1198, 2802 as well as applicable IWC Wage Orders, sections 3, 4, 7, 11, and 12, and Section 17200 et seq. of the California Business and Professions Code, based on the foregoing (the “Released Class Claims”).

This release excludes any current and/or future claims that cannot be waived as a matter of law. Except as set forth in Section 5.3 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.

Aggrieved Employees' PAGA Release. All Aggrieved Employees 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, arising during the PAGA Period and based on facts stated in the Operative Complaint and/or in the Plaintiffs' Letters to the LWDA, including, without limitation, claims that Defendants failed to provide meal periods; failed to provide rest periods; failed to pay sick pay; failed to pay hourly wages; required Class Members to work "off the clock"; failed to pay minimum wage; failed to pay overtime compensation; failed to provide accurate itemized wage statements; and failed to pay all wages due to discharged and quitting employees. The released claims for PAGA penalties include but are not limited to claims under California Labor Code sections 201-203, 204, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2699, et seq., 2802, the applicable IWC Wage Orders, and Section 17200 of the California Business and Professions Code. Such claims include claims for penalties, attorneys' fees and costs; and interest. This release excludes any current and/or future claims that cannot be waived as a matter of law. By cashing their check for the Individual PAGA Payment, Participating Class Members who are also Aggrieved Employees acknowledge and agree they have received payment for all PAGA penalties owed to them by Defendant during the PAGA Period.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- A. 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.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA 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.
- C. 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 \_\_\_\_\_ 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 Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## **5. HOW WILL I GET PAID?**

- A. 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.
- B. 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 (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 \_\_\_\_\_, 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 \_\_\_\_\_, 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 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 Class Representatives Service Awards. 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  
\_\_\_\_\_ (url) \_\_\_\_\_ or the Court's website \_\_\_\_\_ (url) \_\_\_\_\_.

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 \_\_\_\_\_.** 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 \_\_\_\_\_ and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, 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 \_\_\_\_\_ at (time) in Department \_\_\_\_ of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 LACourtConnect (<https://www.lacourt.org/lacc/>). 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 \_\_\_\_\_ 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 URGENTMED 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 \_\_\_\_\_ (specify entity) \_\_\_\_\_'s website at \_\_\_\_\_ (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 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. \_\_\_\_\_. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**

## **ABOUT THE SETTLEMENT.**

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### **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.