

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF ORANGE
 CENTRAL JUSTICE CENTER

SEP 24 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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Attorneys for Plaintiff

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

NICOLE GRIMES, individually, and on behalf
 of other members of the general public similarly
 situated;

Plaintiff,

v.

PACIFIC CARDIOVASCULAR
 ASSOCIATES MEDICAL GROUP, INC., a
 California corporation; and DOES 1 through
 100, inclusive;

Defendants.

Case No.: 30-2020-01168857-CU-OE-CXC

Assigned for All Purposes to:
 Honorable Lon F. Hurwitz
 Department CX-103

CLASS ACTION

~~[PROPOSED] SECOND AMENDED~~
**ORDER PRELIMINARILY APPROVING
 CLASS ACTION AND PAGA
 SETTLEMENT AND SETTING HEARING
 FOR FINAL APPROVAL OF
 SETTLEMENT**

RELATED TO ROA NO. 213

Hearing Date: September 20, 2024
 Hearing Time: 1:30 p.m.
 Hearing Place: Department CX-103

Complaint Filed: November 5, 2020
 FAC Filed: November 20, 2023
 Trial Date: None Set

1 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
2 the Honorable Lon F. Hurwitz presiding, on September 20, 2024 at 1:30 p.m. The Court, having
3 considered the papers submitted in support of the Motion for Preliminary Approval of Class Action
4 Settlement, **ORDERS THE FOLLOWING:**

5 1. This Order incorporates by reference the definitions in the Second Amended Joint
6 Stipulation of Class Action and PAGA Settlement (“Settlement Agreement,” “Settlement,” or
7 “Agreement”), and all terms defined therein shall have the same meaning in this Order as set forth
8 in the Settlement. The Settlement Agreement is comprised of the Notice of Class Action and PAGA
9 Settlement (“Class Notice”) and Request for Exclusion Form (“Exclusion Form”), which are
10 attached to the Settlement Agreement as **Exhibits A** and **B** respectively. The Settlement Agreement
11 is attached as **Exhibit 3** to the Second Supplemental Declaration of Douglas Han concurrently filed
12 herewith (ROA # 213).

13 2. It appears to the Court on a preliminary basis the Settlement is fair, adequate, and
14 reasonable. The Court recognizes the value of the monetary recovery provided to all Class
15 Members and finds such recovery is fair, adequate, and reasonable when balanced against further
16 litigation related to liability and damages issues. It appears the Parties conducted significant
17 investigation, discovery, and research such that the Parties’ counsel can reasonably evaluate their
18 respective positions at this time. It further appears to the Court the Settlement, at this time, will
19 avoid substantial additional costs by all Parties, as well as avoid the risks and delay inherent in
20 further prosecution of this case. It also appears the Parties reached the Settlement as the result of
21 intensive, serious, and non-collusive, arm’s-length negotiations facilitated by an experienced and
22 neutral mediator. Thus, the Court finds on a preliminary basis the Settlement appears to be within
23 the range of reasonableness of a settlement that could be granted final approval by this Court. The
24 Motion for Preliminary Approval of Class Action Settlement is hereby **GRANTED**.

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1 3. The following persons are conditionally certified as “Class Members” or the
2 “Class” for Settlement purposes only: all individuals who are or were employed by Defendants
3 Pacific Cardiovascular Associates Medical Group, Inc. and Via Vitae MSO, LLC (collectively,
4 known as “Defendant”) in California as hourly-paid non-exempt employees from May 11, 2016
5 through December 11, 2023. The “Participating Class Members” means all Class Members who do
6 not submit valid and timely requests to exclude themselves from the Settlement.

7 4. The “Eligible Aggrieved Employees” means the allegedly aggrieved employees
8 eligible to recover settlement funds from the Private Attorneys General Act of 2004 (“PAGA”)
9 Payment consist of all individuals who are or were employed by Defendant in California as hourly-
10 paid nonexempt employees from August 3, 2019 through December 11, 2023.

11 5. The Class satisfies the certification requirements of a class because the Class
12 Members are readily ascertainable, and a well-defined community of interest exists in the questions
13 of law and fact affecting the Parties.

14 6. Plaintiff Nicole Grimes (“Plaintiff”) is appointed as the class representative.

15 7. Justice Law Corporation is appointed as Class Counsel.

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1 8. The Parties' proposed notice plan is constitutionally sound and approved as the best
2 notice practicable. The proposed Class Notice, attached hereto as **Exhibit A**, is sufficient to inform
3 Class Members of the terms of the Settlement Agreement, their rights to receive monetary
4 payments under the Settlement Agreement, and date and location of the Final Approval Hearing. In
5 addition, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of: (a)
6 nature of the action, definition of the Class, identity of Class Counsel, and material terms of the
7 Settlement; (b) Plaintiff's and Class Counsel's application for the Attorney Fee Award, Cost
8 Award, and Class Representative Enhancement Payment; (c) formulas used to determine settlement
9 payments; (d) Class Members' right to appear through counsel if they desire; (e) how to object to or
10 submit a request for exclusion from the Settlement; and (f) how to obtain additional information
11 regarding this case and the Settlement. The Court finds the notice requirements of California Rule
12 of Court, rule 3.769, subdivision (f) are satisfied and that the Class Notice adequately advises Class
13 Members of their rights under the Settlement. The Parties' counsel are authorized to correct any
14 typographical errors in the Class Notice and make clarifications, to the extent the same are found or
15 needed, so long as such corrections do not materially alter the substance of the Class Notice and
16 other notice documents.

17 9. The rights of any potential dissenters to the Settlement are adequately protected in
18 that they may exclude themselves from the Settlement Agreement. To exclude themselves,
19 dissenters must follow the procedures outlined in the Settlement Agreement and Class Notice. The
20 Exclusion Form is attached hereto as **Exhibit B**. The Class Notice and Exclusion Form are known
21 as the "Notice Packet."

22 10. The Court preliminarily approves the settlement of claims under Labor Code section
23 2698, *et seq.* (PAGA) according to the terms and conditions in the Agreement.

24 11. The Court finds the notice of settlement Plaintiff provided to the California Labor
25 and Workforce Development Agency satisfies the notice requirements of Labor Code section
26 2699(1)(2).

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1 12. ILYM Group, Inc. is appointed to act as the Settlement Administrator. The
2 Settlement Administrator is ordered to carry out the settlement according to the terms of the
3 Agreement and in conformity with this Order, including disseminating the Notice Packet according
4 to the notice plan described in the Agreement. The Notice Packet will be mailed in English,
5 meaning a translation will not be necessary.

6 13. Within fourteen (14) calendar days after entry of the Preliminary Approval Order,
7 Defendant shall deliver the Class Data to the Settlement Administrator. The Settlement
8 Administrator will conduct a National Change of Address Database search for all Class Members to
9 obtain the most up-to-date address information.

10 14. Within twenty-one (21) calendar days after receiving the Class Data, the Settlement
11 Administrator will mail the Notice Packet to all identified Class Members via first-class regular
12 U.S. Mail, using the most current mailing address information available.

13 15. If a Notice Packet is returned because of an incorrect address, within ten (10)
14 calendar days after receipt of the returned Notice Packet, the Settlement Administrator will conduct
15 a search for a more current address for the Class Member and remail the Notice Packet to the Class
16 Member. The Settlement Administrator will conduct a skip trace to attempt to find the Class
17 Member's current address. The Settlement Administrator will be responsible for taking reasonable
18 steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by
19 U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum: (a)
20 tracking of all undelivered mail; (b) performing address searches for all mail returned without a
21 forwarding address; and (c) promptly remailing Notice Packets to Class Members for whom new
22 addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice
23 Packet shall be remailed to the original address. Those Class Members who receive a remailed
24 Notice Packet, whether by skip trace or forwarded mail, will have an additional forty-five (45)
25 calendar days from the original Response Deadline to postmark an Exclusion Form or an objection
26 to the Settlement. The Settlement Administrator shall mark on the envelope whether the Notice
27 Packet is a remailed Notice Packet.

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1 16. The procedures and deadline for Class Members to request exclusion from or to
2 object to the Settlement is adopted as described in the Settlement Agreement.

3 17. Any Class Member who intends to object to the final approval of the Settlement
4 Agreement must submit an objection to the Settlement Administrator by mail in accordance with
5 the Settlement Agreement.

6 18. As of the Effective Date (as defined in the Agreement) and upon fulfillment of
7 Defendant's payment obligations under section III(H)(2) of the Agreement, in exchange for the
8 non-PAGA portion of the settlement, Plaintiff and all Participating Class Members will release the
9 Released Parties of all claims that were asserted, or reasonably could have been asserted, based on
10 the allegations in Plaintiff's Complaint and/or letter to the California Labor and Workforce
11 Development Agency ("LWDA") under state law or federal law including, without limitation, all
12 claims for: (a) unpaid wages, including overtime wages, off-the-clock wage claims, and minimum
13 wage claims; (b) claims for failure to timely pay wages, both during employment and after
14 termination of employment; (c) claims for failure to keep accurate and complete payroll records; (d)
15 claims for failure to provide accurate and complete wage statements; (e) claims for missed meal
16 periods; (f) claims for missed rest breaks; (g) claims for failing to pay wage premiums of any type
17 (including overtime or missed meal or rest periods); (h) claims for statutory damages, penalties,
18 and/or interest, including, but not limited to, recordkeeping penalties, wage statement penalties or
19 damages, minimum wage penalties, missed meal period and rest break penalties, waiting time
20 penalties, and penalties under PAGA; (i) premiums arising from the claims described above under
21 applicable state or local law as well as applicable regulations and Wage Orders; (j) interest; (k)
22 liquidate damages; and (l) attorneys' fees and costs. The Released Claims exclude all other claims,
23 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
24 social security, workers' compensation, claims while an employee was classified as exempt, and
25 claims outside of the Class Period.

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1 19. As of the Effective Date and upon fulfillment of Defendant's payment obligations
2 under section III(H)(2) of the Agreement, in exchange for payment of the PAGA Payment,
3 Plaintiff, State of California, and Eligible Aggrieved Employees will forever be barred from
4 seeking civil penalties against the Released Parties for any and all Labor Code violations identified,
5 pleaded, or otherwise set out in Plaintiff's Complaint and/or letter to the LWDA, including but not
6 limited to, claims for: (a) unpaid overtime; (b) unpaid meal and rest break premiums; (c) unpaid
7 minimum wages; (d) penalties for non-compliant wage statements and failure to pay final wages in
8 a timely manner; (e) unreimbursed business expenses; (f) penalties under PAGA; and/or (g) any
9 remedies available under Business and Professions Code section 17200. The Released Parties shall
10 be entitled to a release of the PAGA Released Claims which occurred only during the PAGA Period
11 and during such time that the Eligible Aggrieved Employee was classified as an hourly-paid non-
12 exempt employee.

13 20. The Released Parties include Defendant and its parents, subsidiaries, affiliates,
14 officers, shareholders, directors, agents, employees, attorneys, and insurers.

15 21. The Parties are ordered to carry out the settlement according to the terms of the
16 Settlement. If the Settlement does not become final and effective, the fact the Parties were willing
17 to stipulate to certification of the Class as part of the Settlement shall have no bearing on and shall
18 not be admissible or used in any way in connection with the question of whether the Court should
19 certify any claims in a non-settlement context in this case or in any other lawsuit.

20 22. To the extent permitted by law, pending a determination as to whether the Settlement
21 should be finally approved, Participating Class Members, whether directly, representatively, or in
22 any other capacity, whether or not such persons have appeared in this case, shall not institute or
23 prosecute any of the released claims against the Released Parties.

24 23. Pending further orders of this Court, all proceedings in this matter, except those
25 contemplated in this Order and in Settlement Agreement, are stayed.

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24. Pursuant to the Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h), the Court shall retain continuing jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

25. At the Final Approval Hearing, the Settlement Administrator must provide a copy of its invoice with an affidavit or declaration regarding the administration of the Settlement.

26. The proposed dates for future events contemplated herein and under the Settlement Agreement are set forth below:

a.	Deadline for Defendant to deliver Class Data to Settlement Administrator	Within fourteen (14) calendar days after entry of the Preliminary Approval Order
b.	Deadline for Settlement Administrator to mail the Notice Packet to Class Members	Within twenty-one (21) calendar days after receiving the Class Data
c.	Deadline for Class Members to postmark requests for exclusion, written objections, and written disputes to the Settlement Administrator	Within sixty (60) calendar days from the initial mailing of the Notice Packet
d.	Deadline for Class Members to postmark requests for exclusion, written objections, and disputes to the Settlement Administrator if they receive remailed Notices Packets	Within an additional forty-five (45) calendar days from the original Response Deadline
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
f.	Final Approval Hearing	March 21, 2025 at 1:30 p.m. in Department CX-103 at the Orange County Superior Court located at 751 West Santa Ana Boulevard, Santa Ana, California 92701

IT IS SO ORDERED.

SEP 24 2024

Dated: _____

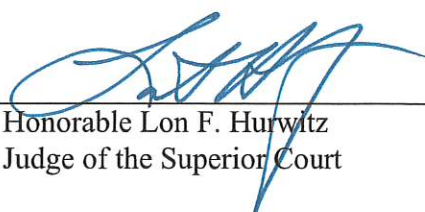
By: 
Honorable Lon F. Hurwitz
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All individuals who are or were employed by Defendants Pacific Cardiovascular Associates Medical Group, Inc. and Via Vitae MSO, LLC (collectively, "Defendant") in California as hourly-paid non-exempt employees from May 11, 2016 through December 11, 2023.

The Superior Court of California, County of Orange, has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action and PAGA Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All individuals who are or were employed by Defendant in California as hourly-paid non-exempt employees from May 11, 2016 through December 11, 2023.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY AS IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?.....	Page 2
2. What Is This Case About?.....	Page 2
3. Am I a Class Member?.....	Page 3
4. How Does This Class Action Settlement Work?	Page 3
5. Who Are the Attorneys Representing the Parties?.....	Page 3
6. What Are My Options?	Page 4
7. How Do I Opt Out or Exclude Myself From This Settlement?	Page 5
8. How Do I Object to the Settlement?	Page 5
9. How Does This Settlement Affect My Rights?.....	Page 6
A. Released Claims.....	Page 6
B. PAGA Released Claims	Page 7
C. Effective Date... ..	Page 7
10. How Much Can I Expect to Receive From This Settlement?	Page 7
11. What is the PAGA Payment and Am I Eligible for It?	Page 8
12. How Will the Attorneys for the Class and the Class Representative Be Paid?.....	Page 9
13. Final Approval Hearing	Page 10

1. Why Have I Received This Notice?

The personnel records of Defendant indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims from May 11, 2016 through December 11, 2023 ("Class Period"), and all Eligible Aggrieved Employees' PAGA Released Claims from August 3, 2019 through December 11, 2023 ("PAGA Period"), as described in Section No. 9 below.

A Preliminary Approval Hearing was held on [INSERT DATE] in the Superior Court of California, County of Orange. The Court conditionally certified the Class for settlement purposes only and directed you to receive this Notice. The Court determined only there is sufficient evidence to suggest the proposed settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [INSERT DATE] at [] a.m./p.m. before Honorable Lon F. Hurwitz in Department CX-103 at the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

2. What Is This Case About?

On August 3, 2020, Plaintiff Nicole Grimes ("Plaintiff") provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.

On November 5, 2020, Plaintiff filed a wage-and-hour class action lawsuit against Defendant in the Superior Court of California, County of Orange. The lawsuit alleged the following causes of action: (1) violation of Labor Code sections 510 and 1198 (unpaid overtime); (2) violation of Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) violation of Labor Code section 226.7 (unpaid rest period premiums); (4) violation of Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) violation of Labor Code sections 201 and 202 (final wages not timely paid); (6) violation of Labor Code section 226(a) (noncompliant wage statements); (7) violation of Labor Code sections 2800 and 2802 (unreimbursed business expenses); (8) violation of PAGA; and (9) violation of Business & Professions Code section 17200, *et seq.*

Defendant denies each and every allegation made by Plaintiff, denies that it is liable at all to Plaintiff or any other Class Member, and asserts it complied with all applicable laws, including the Labor Code.

Plaintiff and Defendant ("Parties") remotely attended mediation on the Class Action on October 12, 2023 at which the Parties were able to reach a settlement of the Class Action. Defendant's agreement to settle the Class Action does not mean that Defendant admits any liability or wrongdoing to Plaintiff or the Class or that it employed Plaintiff or any member of the Class, which Defendant vehemently denies.

In line with the settlement, Plaintiff filed a First Amended Complaint adjusting the "Class" and "aggrieved employees" definition, adding Via Vitae MSO, LLC as a named defendant, and updating the factual allegations underlying the causes of action.

The Court has not made any determination as to whether the claims asserted by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. Am I A Class Member?

You are a Class Member if you are or were employed by Defendant in California as an hourly-paid non-exempt employee from May 11, 2016 through December 11, 2023.

4. How Does This Class Action Settlement Work?

In this Class Action, Plaintiff sued on behalf of herself and all other similarly situated employees who are or were employed as hourly-paid non-exempt California employees of Defendant during the Class Period. Plaintiff and these other current and former employees comprise a potential "Class" and are "Class Members." The settlement of this Class Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents that explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Plaintiff's counsel ("Class Counsel"), whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Shelby Miner 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259	Kahana & Feld LLP Ron S. Brand 2603 Main Street, Suite 900 Irvine, California 92614 Telephone: (949) 812-4781 Facsimile: (949) 245-7597

The Court has decided Justice Law Corporation is qualified to represent you and all other Class Members simultaneously with respect to the Settlement. Thus, Class Counsel is working on behalf of the Class, including you. If you want independent legal advice from a different attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below, and explained in more detail in this Notice.

Important Note: Defendant will take no action for or against you, including no retaliatory action with respect to your employment if you are a current employee, for your decision to participate or not participate in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become a participating member of the Class in this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you were employed as an hourly-paid non-exempt California employee of Defendant during the Class Period. You will release all the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below. Class Members who do not submit a valid and timely request to exclude themselves from the Settlement are known as "Participating Class Members."

- **OPT OUT:** If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section No. 9 below. If you do "opt out," you will still receive a portion of the PAGA Payment (defined below). Also, your right to pursue a PAGA lawsuit based on the claims released as part of the PAGA Released Claims will be extinguished, regardless of whether you opt out. The Court shall have the final say over the determination of the validity of the request for exclusion.

- **OBJECT:** You may file an objection to the proposed Settlement. You also have the right to appear at the Final Approval Hearing to orally object to the proposed Settlement. If you would like to object, you may not opt out of this Settlement. If you submit both an Exclusion Form and written objection to the Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first attempt to contact you to determine if you intended to submit only the Exclusion Form or written objection. If the Settlement Administrator is unable to contact you within ten (10) calendar days of receiving both the Exclusion Form and written objection or you fail to respond to the Settlement Administrator within ten (10) calendar days of being contacted, then only the Exclusion Form will be deemed valid. Your written objection will be deemed invalid, and you will no longer be considered a member of the Class, will not receive your Individual Settlement Share, and will not be bound by the Released Claims. But you will still receive your portion of the PAGA Payment, and your right to pursue a PAGA claim arising from the applicable time period will be extinguished.

The procedures for opting out and objecting are set forth below in the sections entitled "How Do I Opt Out or Exclude Myself From This Settlement?" and "How Do I Object To The Settlement?"

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not wish to participate in the Settlement, you may be excluded from the Settlement (*i.e.*, "opt out") by sending a timely exclusion form. The Request for Exclusion Form ("Exclusion Form") has been provided to you along with this Notice, which can be used for this purpose. Alternatively, you can submit your own written document that includes this same information. If you opt out of the Settlement, you will not be releasing the Released Claims set forth in Section 9. The Exclusion Form must be signed, dated, and mailed by first-class U.S. Mail, **postmarked no later than [INSERT DATE]** to: **PACIFIC CARDIOVASCULAR ASSOCIATES MEDICAL GROUP, INC. C/O [SETTLEMENT ADMINISTRATOR] [ADDRESS]**. You cannot exclude yourself by phone.

Eligible Aggrieved Employees May Not Opt Out of the PAGA Portion of the Settlement. Notwithstanding the foregoing, you do not have the right to opt out or otherwise exclude yourself from the PAGA portion of the Settlement, which releases the PAGA Released Claims. If you submit a valid and timely request for exclusion, you will still receive your share of the PAGA Payment and will release the PAGA Released Claims.

If you receive a remailed Class Notice, whether by skip-trace or forwarded mail, you will have an additional forty-five (45) calendar days from [INSERT DATE] to postmark an Exclusion Form. The envelope should indicate whether the Class Notice has been forwarded or remailed. We encourage you to keep copies of all documents, including the envelope, if the deadline is challenged.

The Court will exclude any Class Member who submits a complete and timely Exclusion Form. The Exclusion Form shall unambiguously state that the Class Member wishes to exclude himself or herself from the Settlement and must also: (1) include the Class Member's name, address, and the last four digits of the Class Member's Social Security Number; (2) be addressed to the Settlement Administrator at the specified address; (3) be signed by the Class Member or his or her lawful representative; and (4) be postmarked no later than [INSERT DATE]. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Class Action if the Settlement receives final approval from the Court.

You are responsible for ensuring the Settlement Administrator receives any Exclusion Form you submit. The Court shall have the final say over the determination of the validity of the request for exclusion.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing an objection to the Settlement Administrator at [ADDRESS] by [INSERT DATE]. The objection must: (1) be signed by the objecting Class Member or his or her lawful representative; (2) include the objecting Class Member's full name, address, telephone number, and the last four digits of the Class Member's Social Security Number, as well as the name and address of counsel, if any; (3) include the words "Notice of Objection" or "Formal Objection;" (4) state the case name and case number; (5) provide a concise, factual written statement of the Class Member's reasons for objecting; and (6) include a statement indicating whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing.

Class Members may appear at the Final Approval Hearing (but are not required to), either in person or through the objector's own counsel, at the Class Member's own expense, and may orally object to the proposed Settlement. Class Members' valid and timely written objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. Class Members are permitted to make objections without a showing of good cause at the Final Approval Hearing, in person or through counsel, whether or not they submit a written objection.

Absent good cause found by the Court, Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Again, to be valid and effective, any written objections must be mailed to the Settlement Administrator postmarked on or before [INSERT DATE]. If the Court rejects the objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendant and its parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees, attorneys, and insurers ("Released Parties"). The Released Claims are as follows:

A. Released Claims.

As of the Effective Date and upon fulfillment of Defendant's payment obligations under section III(H)(2) of the Settlement Agreement, in exchange for the non-PAGA portion of the settlement, Plaintiff and all Participating Class Members will release the Released Parties of all claims that were asserted, or reasonably could have been asserted, based on the allegations in Plaintiff's Complaint and/or letter to the LWDA under state law or federal law including, without limitation, all claims for: (1) unpaid wages, including overtime wages, off-the-clock wage claims, and minimum wage claims; (2) claims for failure to timely pay wages, both during employment and after termination of employment; (3) claims for failure to keep accurate and complete payroll records; (4) claims for failure to provide accurate and complete wage statements; (5) claims for missed meal periods; (6) claims for missed rest breaks; (7) claims for failing to pay wage premiums of any type (including overtime or missed meal or rest periods); (8) claims for statutory damages, penalties, and/or interest, including, but not limited to, recordkeeping penalties, wage statement penalties or damages, minimum wage penalties, missed meal period and rest break penalties, waiting time penalties, and penalties under PAGA; (9) premiums arising from the claims described above under applicable state or local law as well as applicable regulations and Wage Orders; (10) interest; (11) liquidate damages; and (12) attorneys' fees and costs. The Released Claims exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while an employee was classified as exempt, and claims outside of the Class Period.

B. PAGA Released Claims.

As of the Effective Date and upon fulfillment of Defendant's payment obligations under section III(H)(2) of the Settlement Agreement, in exchange for payment of the PAGA Payment, Plaintiff, State of California, and Eligible Aggrieved Employees will forever be barred from seeking civil penalties against the Released Parties for any and all Labor Code violations identified, pleaded, or otherwise set out in Plaintiff's Complaint and/or letter to the LWDA, including but not limited to, claims for: (1) unpaid overtime; (2) unpaid meal and rest break premiums; (3) unpaid minimum wages; (4) penalties for non-compliant wage statements and failure to pay final wages in a timely manner; (5) unreimbursed business expenses; (6) penalties under PAGA; and/or (7) any remedies available under Business and Professions Code section 17200. The Released Parties shall be entitled to a release of the PAGA Released Claims which occurred only during the PAGA Period and during such time that the Eligible Aggrieved Employee was classified as an hourly-paid non-exempt employee.

C. Effective Date.

The Effective Date means the later date of the following: (1) the date the Court enters an order granting final approval provided no motion to intervene or motion to vacate the judgment, appeal, writ, or other appellate proceeding has been filed; or (2) seventh (7th) calendar day after any motion to intervene or motion to vacate the judgment, appeal, writ, or other appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement, and there is no right to pursue further remedies or relief.

10. How Much Can I Expect to Receive From This Settlement?

The fixed total non-reversionary amount Defendant shall be required to pay under the Settlement shall be up to \$1,168,960 ("Gross Settlement Amount" or "GSA").

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount available for distribution to Participating Class Members after the deduction of: (1) Class Representative Enhancement Payment to Plaintiff not to exceed \$10,000 in recognition of her work and efforts in obtaining benefits for the Class, for undertaking the risk of paying litigation costs in the event the Class Action had not successfully resolved, and a general release of all claims; (2) Administration Costs to the Settlement Administrator in a sum not to exceed \$20,000; (3) PAGA Payment of \$100,000 paid to the LWDA and Eligible Aggrieved Employees; (4) Attorney Fee Award not to exceed \$409,136 (35% of the Gross Settlement Amount) paid to Class Counsel as attorneys' fees; and (5) Cost Award not to exceed \$50,000 paid to Class Counsel as litigation costs. These payments are each subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed among all Participating Class Members. The Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (1) the number of weeks he or she worked as an hourly-paid non-exempt California employee of Defendant during the Class Period based on the Class Data, excluding any workweeks during which a Class Member was on PTO or a leave of absence; (2) divided by the total number of weeks worked by any and all Participating Class Members during the Class Period based on the Class Data, excluding any workweeks during which a Class Member was on PTO or a leave of absence; and (3) multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for the purposes of this calculation. The value of each Individual Settlement Share is tied directly to the number of weeks the Participating Class Member worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until the time during which Class Members may object to or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$, less taxes. This is based on Defendant's records that show you worked workweeks during the Class Period.

If you believe the number of eligible workweeks is incorrect, you may dispute this information by mailing a written explanation and/or documentation providing contrary information to the Settlement Administrator at [ADDRESS] on or before [INSERT DATE]. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of eligible workweeks with which you should be credited. The Court will have the right to review the Settlement Administrator's decision and will make the final determination. In other words, the Court will resolve any workweek disputes not otherwise resolved by the Settlement Administrator and the Parties.

Twenty percent (20%) of your Individual Settlement Share will be treated as wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. Eighty percent (80%) of your Individual Settlement Share will be treated as non-wage, including liquidated damages, statutory damages, penalties, and interest, and you will be paid pursuant to an IRS Form 1099. Defendant's share of employer payroll taxes will be paid by Defendant separate from and in addition to the Gross Settlement Amount.

Defendant is expected to fund the Gross Settlement Amount of \$1,168,960 no later than sixty (60) calendar days after the Effective Date (defined above in Section 9(c)). Your Individual Settlement Share will be calculated and distributed within fourteen (14) calendar days after the funding of the Settlement.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law.

11. *What is the PAGA Payment and Am I Eligible for it?*

Under the terms of the Settlement, \$100,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Seventy-five percent (75%) of the PAGA Payment (\$75,000) will be sent to the LWDA as required by the PAGA statute. Eligible Aggrieved Employees will share the remaining twenty-five percent (25%) of the PAGA Payment (\$25,000) based on the number of pay periods they worked during the PAGA Period.

You are an aggrieved employee eligible to recover settlement funds from the PAGA Payment ("Eligible Aggrieved Employee") if you are or were employed by Defendant in California as an hourly-paid non-exempt employee from August 3, 2019 through December 11, 2023.

The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the PAGA Payment allocated to the Eligible Aggrieved Employees, which will be based upon the total number of pay periods during which the Eligible Aggrieved Employee was employed during the PAGA Period. Each individual share will be calculated by: (1) determining the total number of pay periods during the PAGA Period during which the Eligible Aggrieved Employee was employed based on the Class Data, excluding any full pay periods during which an Aggrieved Employee was on PTO, a leave of absence; (2) dividing this number by the total number of pay periods during the PAGA Period during which all Eligible Aggrieved Employees were employed based on the Class Data, excluding any full pay periods during which an Aggrieved Employee was on PTO, a leave of absence; and (3) multiplying this number by the \$25,000 allocated to the Eligible Aggrieved Employees.

Based on the total number of pay periods during the PAGA Period during which you were employed, your Individual Settlement Share from the PAGA Payment is \$[REDACTED]. This is based on Defendant's records that show you worked [REDACTED] pay periods during the PAGA Period. One hundred percent (100%) of this payment will be considered penalties and shall be reported by IRS Form 1099. You are responsible for paying any federal, state, or local taxes owed because of this payment.

If you believe the number of pay periods with which you have been credited is incorrect, you may dispute this information by mailing a written explanation and/or documentation providing contrary information to the Settlement Administrator at [ADDRESS] on or before [INSERT DATE]. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of pay periods with which you should be credited. The Court will have the right to review the Settlement Administrator's decision and will make the final determination. In other words, the Court will resolve any pay period disputes not otherwise resolved by the Settlement Administrator and the Parties.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the Settlement if the Court gives final approval.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

12. How Will the Attorneys for the Class and the Class Representative Be Paid?

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (or \$409,136) as the Attorney Fee Award and an amount not to exceed \$50,000 as the Cost Award.

Defendant's costs and attorneys' fees are not paid out of the Settlement.

As set forth in Section No. 10 above, Plaintiff will also be paid a Class Representative Enhancement Payment, subject to Court approval.

13. Final Approval Hearing

The Court will hold a Final Approval Hearing concerning the proposed Settlement on **[INSERT DATE]** at a.m./p.m. before Honorable Lon F. Hurwitz in Department CX-103 at the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. You are not required to appear at this hearing. Any changes to the hearing date will be available on the Settlement Administrator's website **[INSERT WEBSITE ADDRESS]**. The Settlement Administrator will also post the Complaint, Settlement Agreement, Notice Packet, Order for Preliminary Approval, Order for Final Approval, and Final Judgment on website set forth above.

Pursuant to the Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h), the Court shall retain continuing jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel or Defendant's counsel, both listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the "Pacific Cardiovascular Associates Medical Group, Inc. Class Action Settlement."

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Superior Court of California, County of Orange, at 751 West Santa Ana Boulevard, Santa Ana, California 92701 between 8:30 a.m. and 4:00 p.m. or by visiting <https://www.occourts.org/> and clicking on the "Online Services" tab, then the "Case Access" subtab, then the link for "Civil Case & Document Access." Once at this screen, you must read the "Information Disclaimer" and click on "Accept Terms." Next, you must input the Case No. "30-2020-01168857-CU-OE-CXC," the year the case was filed, which is "2020," confirm that you are not a robot, and click "Search." Next, click on the "Register of Actions" tab and scroll down to the document containing the full Settlement as an exhibit titled **[INSERT TITLE]** and filed by Plaintiff on **[INSERT DATE]**. Click on the blank box next to this document and then click on the "Cart" tab. Finally, click on "Checkout" to purchase the document.

You may also contact Class Counsel by visiting Justice Law Corporation at 751 North Fair Oaks Avenue, Suite 101, Pasadena, California 91103 during regular business hours, from 9:00 a.m. to 6:00 p.m., or by calling (818) 230-7502. Class Counsel will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT B

Superior Court of California, County of Orange
Grimes v. Pacific Cardiovascular Associates Medical Group, Inc.
Case No. 30-2020-01168857-CU-OE-CXC

THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN . IT MUST BE SENT
VIA REGULAR U.S. MAIL.

**PACIFIC CARDIOVASCULAR ASSOCIATES MEDICAL GROUP, INC. C/O [SETTLEMENT
ADMINISTRATOR]
[ADDRESS]**

I confirm that I am or were employed by Defendant Pacific Cardiovascular Associates Medical Group, Inc. in California as an hourly-paid non-exempt employee from May 11, 2016 through [REDACTED]. I confirm that I have received and reviewed the Notice of Class Action Settlement in this Action. I have decided to be excluded from the Class, and I have decided **not** to participate in the proposed settlement of the class claims.

(Signature)

(Type or print name and former name(s))

(Address)

(Address continued)