

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING

Laura Ortiz v. Casa Colina, Inc.

Superior Court of California, County of Los Angeles

Case No. BC682710

Maria Alicia Ortega v. Casa Colina, Inc. and Casa Colina Hospital and Centers for Healthcare

Superior Court of California, County of Los Angeles

Case No. 21STCV20670

*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 whether you act or do not act.*

To: All current and former non-exempt employees of Defendants Casa Colina, Inc. and Casa Colina Hospital and Centers for Healthcare employed in California at any time from November 7, 2013 to the present.

YOU RECEIVED THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A CLASS MEMBER. AS A CLASS MEMBER, YOU DO NOT NEED TO DO ANYTHING TO RECEIVE A PAYMENT DESCRIBED IN THIS NOTICE.

THE COURT HAS NOT DETERMINED THAT DEFENDANTS VIOLATED THE LAW AND THE FOLLOWING RECITATION IS NOT AN EXPRESSION OF THE COURT'S VIEW ON THE MERITS OF ANY CLAIM OR DEFENSE RAISED BY THE PARTIES. IN FACT, THE TWO SIDES DISAGREE ON WHETHER PLAINTIFF OR DEFENDANTS WOULD HAVE PREVAILED IF THE CASE HAD GONE TO TRIAL. DEFENDANTS HAVE DENIED, AND CONTINUE TO DENY, THAT THEY VIOLATED ANY LAWS OR HARMED ANY EMPLOYEES IN ANY WAY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	To receive your Settlement Payment, you do not need to do anything. Your Individual Settlement Payment will be automatically mailed to you after the Court grants final approval of the Settlement. You will give up your right to sue Defendants separately about the legal claims in this Lawsuit.
CHANGE CONTACT AND ADDRESS INFORMATION	Update your personal information if it changes to ensure your check is mailed to the correct address.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You may exclude yourself ("opt out") from the Settlement if you do not wish to participate in the Settlement. If you exclude yourself, you will not receive an Individual Settlement Payment, except for your PAGA Payment, as described below. This is the only option which allows you to keep open the possibility of separately pursuing claims against Defendants for the same claims alleged in this Lawsuit, with the exception of the PAGA claim which will be released regardless of your exclusion decision.
OBJECT	You may submit a written objection if you think the Settlement is not fair. You may also ask to speak in the court proceedings about why you think the Settlement is not fair. <u>NOTE:</u> If you ask to exclude yourself from the Settlement, you cannot also object.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANTS SUPPORT THE SETTLEMENT AND WILL NOT RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER RELATED TO THIS ACTION.**

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BASIC INFORMATION

1. Why did I get this Notice?

A proposed settlement ("Settlement") has been reached in the class action cases entitled *Laura Ortiz v. Casa Colina, Inc.* (Case Number BC682710), and *Maria Alicia Ortega v. Casa Colina, Inc. and Casa Colina Hospital and Centers for Healthcare* (Case Number 21STCV20670) pending in the Superior Court of California, County of Los Angeles ("Actions" or "Lawsuit"). If the Court approves the Settlement, the Settlement will resolve all claims in the Actions.

The purpose of this Notice is to inform you about the proposed Settlement and to explain your rights and options with respect to the Actions and the Settlement.

You received this Notice because Defendants' records identify you as a current or former non-exempt employee of Defendants employed in California at any time from November 7, 2013 to the present. ("Class," "Class Members," or "Settlement Class").

2. How much will my Individual Settlement Payment be?

Defendants' records indicate that you worked the following number of weeks during the Class Period (as defined below): ____
Weeks.

Defendants' records indicate that you previously received a payment from Defendants in consideration of signing an individual settlement and release in the amount of: ____ **Dollars.**

Based on the number of days worked indicated by Defendants' records, your share of the Net Settlement Amount, **before** deductions for withholding and taxes, is estimated to be \$ _____. This is an estimate based on the calculations described herein - the actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors, including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs of suit.

Additionally, based on the number of weeks worked, your pro rata share of the \$10,000 PAGA settlement amount is estimated to be \$ _____. This amount is in addition to the Net Settlement Amount described in the preceding paragraph.

3. What is this Lawsuit about?

Plaintiffs allege that Defendants violated California employment laws by failing to pay appropriate minimum wages and overtime wages, failing to provide employees with required meal and rest breaks, failing to provide accurate wage statements, failure to pay all wages due for time reporting to work, failure to reimburse business expenses, and failure to pay all wages when due, including at time of termination. In addition to alleging violations of the California Labor Code, Plaintiffs have also asserted claims under California Business & Professions Code section 17200 and the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2698 *et seq.*, based on the same alleged Labor Code violations.

Defendants disagree with Plaintiffs’ interpretation of applicable law, and deny each, every, and all allegations in the Lawsuit. Defendants maintain that they had complied with California law at all times. Furthermore, Defendants dispute Plaintiffs’ ability to certify a class in this Lawsuit as each of Plaintiffs’ causes of actions arise from very individualized and unique circumstances which would necessitate individualized inquiries for all purported class members.

Although Defendants deny Plaintiffs’ allegations and deny that a class can be certified, it has chosen to resolve the matter based upon the terms and conditions set forth in the Settlement. The Settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated. Defendants are confident they have strong legal and factual defenses to these claims, but Plaintiffs and Defendants both recognize the risks and expenses associated with continued litigation.

The Settlement is the result of a mediation process by an experienced, neutral mediator who facilitated the Parties’ good faith, serious, and informed arm’s length negotiations. Both sides agree that in light of the risks and expenses associated with continued litigation, the Settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members.

The Court has not yet ruled on the merits of the Class Representative’s claims in this litigation or Defendants’ defenses to those claims or the certifiability of a class. The Settlement is a compromise and is not an admission of liability on the part of Defendant.

4. Who are the Parties in this Lawsuit?

Tiffany Schneidmiller and Maria Alicia Ortega are Plaintiffs and the appointed Class Representatives in the Actions (“Plaintiffs”). Casa Colina, Inc. and Casa Colina Hospital and Centers for Healthcare are Defendants (“Defendants”).

5. Why is this litigation a Class Action?

In a class action, one or more people called the Class Representatives sue on behalf of themselves and other people who they allege have similar claims. The group of people with allegedly similar claims is called a “class.” Each person receiving this notice is a “Class Member” for purposes of this Settlement. If a court certifies (or approves) a class, that one court resolves the issues for all Class Members except for those who request to be excluded from the Class and this Settlement. In this case, for settlement purposes only, the Court certified the following Class:

All current and former non-exempt employees of Defendants employed in California at any time from November 7, 2013 to the present.

According to Defendants’ records, you are a member of the Class.

6. Who are the attorneys for the Plaintiffs and the Class (“Class Counsel”)?

BURROWS LAW FIRM
Christopher L. Burrows (SBN 222301)
8383 Wilshire Blvd., Suite 634
Beverly Hills, California 90211
Tel: (310) 526-9998
Fax: (424) 644-2446

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
Sean M. Blakely (SBN 264384)
Tuvia Korobkin (SBN 268066)
Neil M. Larsen (SBN 276490)
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

7. Why is there a Settlement?

The Court did not decide in favor of any of the Plaintiffs or Defendants. There was no trial. Instead, both sides agreed to a no-fault settlement of the Actions. That way, they avoid the cost and risks of a trial and Class Members will get compensation from the Settlement. Plaintiffs, who were appointed the Class Representatives, and their attorneys think the Settlement is best for all Class Members.

THE TERMS OF THE SETTLEMENT

8. What are the terms of the Settlement and how will my payment be calculated?

Subject to final Court approval, Defendants will pay a total of \$750,000 to fully and finally resolve all claims in the Actions (referred to as “Class Settlement Amount” or “CSA”) for (a) Participating Class Members’ Individual Settlement Payments; (b) Class Representative’s Court-approved Service Awards to the named Plaintiffs in the sum of \$5,000 each for initiation of, work and efforts in prosecuting the Actions, for undertaking the risks of payment of costs in the event of an unsuccessful outcome, giving general releases of all claims, and the substantial benefits conferred upon Class; (c) administration expenses to Phoenix Settlement Administrators in the estimated sum of \$22,500 (d) Class Counsel’s attorneys’ fees of up to one-third (\$250,000) of the CSA; (e) litigation costs, subject to proof, of less than \$35,000; (f) a PAGA Payment of \$30,000 to the Labor and Workforce Development Agency; and (g) a PAGA settlement payment of \$10,000 which will be split among all aggrieved employees, including those who opt out of the class.

Following deduction of the Court-approved sums for items (b) through (e) above, the remaining sum, “the Net Settlement Amount,” will be entirely distributed to all “Participating Class Members” (which means all Class Members who have not returned a valid Request for Exclusion from the Settlement) in proportion to the number of days worked by each Class Member, offset by any settlement amounts previously received by the Class Member as described in detail in the next two paragraphs.

Each Class Member’s pro-rata share of the Net Settlement Amount will be based on the following method: (1) The Administrator shall calculate the total number of Participating Class Members; (2) The Administrator shall determine the number of weeks worked by each such Participating Class Member (“Workweeks”); (3) The Administrator shall then divide the Net Settlement Amount by the total number of Workweeks for all Participating Class Members, and Participating Class Members will receive a pro rata share of the Net Settlement Amount based on their number of Workweeks, less any amount in the next step; and (4) The Administrator shall subtract any amounts received by Participating Class Members who previously signed an individual settlement agreement and release from their shares, and redistribute those funds among the remaining Participating Class Members pro rata based on the total number of Workweeks worked by the remaining Participating Class Members.

For income and payroll tax purposes, one-third of each Settlement Payment will be attributed to unpaid wages, which will be subject to withholdings and deductions and reported as required by law. The remaining two-thirds of each Settlement Payment will be attributed to penalties and interest which will be subject to tax but not be subject to required withholdings and deductions, and will be reported as non-wage income as required by law.

Participating Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any. If such checks remain uncashed after 180 days of issuance, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class members who did not cash their checks until such time that they claim their property.

A claim form is not required. Any portion of the Net Settlement Amount which would otherwise have been paid to Class Members who request to be excluded from the Settlement will be redistributed and paid to the Participating Class Members. In other words, the entire amount of the Net Settlement Amount will be paid to Participating Class Members who do not request exclusion from the Settlement and remain in the Class.

This Notice of Settlement to the Class will be available for review at <https://www.phoenixclassaction.com/ortiz-ortega-v-casa-colina/> at least thirty-five (35) days prior to the deadlines for Class Members to Opt Out of the Settlement. Other important court documents in this Actions, including a copy of the operative Complaint and the motions for approval, will also be available on this website.

HOW TO GET A PAYMENT

9. How can I get my Individual Settlement Payment?

If you do nothing, you will automatically receive your Individual Settlement Payment if the Court approves the Settlement at the Final Fairness/Final Approval Hearing. You must, however, notify the Administrator of any change in your name and/or mailing address if the name and/or address to which this Notice was mailed is not correct. **It is your responsibility to keep the Administrator informed of any change to your mailing address by calling 1-(800) 523-5773. Your Individual Settlement Payment will be mailed to the last known address the Administrator has on file for you.**

10. What if I think my information and/or the number of days worked is wrong?

If you did not previously sign an individual settlement and release with Defendants, then the amount of your Individual Settlement Payment will be based on the number of weeks you worked, as explained in Sections 2 and 8. The number of weeks worked shown in Section 2 was obtained from the records of Defendants. If you believe the information is not right, you may send a letter to the Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before

March 31, 2023. You should include any documents or other information supporting your belief that the number of weeks identified in Section 2 are not correct. The Administrator will resolve any dispute regarding the number of weeks awarded based on Defendants' records and any information you provide. The information and data supplied by Defendants will be presumed correct unless you supply records created, ratified, or acknowledged by Defendants showing contrary information.

11. What am I giving up to get an Individual Settlement Payment?

Unless you exclude yourself, you are staying in the Class, which means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal issues and claims in the Actions. Specifically, you will be giving up or "releasing" the claims described below and as more fully described in the Joint Stipulation of Class Action Settlement:

Released Class Claims: After the Court has approved the Settlement, each Class member who has not submitted a timely and valid Request for Exclusion (as that term is defined below) will be bound by the approval and judgment which will have the effect of releasing against Defendants any and all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged unlawful time rounding; reporting time pay; on-call pay; failure to pay wages at least twice each calendar month; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal, rest, and/or recovery period premiums; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; for civil and statutory penalties, including wage statement penalties, record keeping penalties, minimum wage penalties, penalties for personnel file violations; attorneys' fees and costs; and unfair business practices related to the Released Class Claims. The Released Class Claims include, but are not limited to, all such claims arising under: California Labor Code sections 201, 201.3- 202, 203, 204, 204.1, 204.2, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2699 et seq., 2802, and 2804; claims arising under the California Private Attorneys General Act of 2004 ("PAGA") (which will be released, even if a Class member opts-out of this settlement); all claims relating to the Released Class Claims under the California Business and Professions Code section 17200, et seq.; the Release shall also include all claims relating to the Released Class Claims under the applicable Wage Orders of the California Industrial Welfare Commission (including, but not limited to, IWC Wage Order No. 5-2001). The Released Class Claims shall include those under the Fair Labor and Standards Act ("FLSA"); California Civil Code sections 3287, 3288, 3289; California Code of Civil Procedure § 1021.5; and the California common law of contract. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers' compensation benefits.

Class members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Actions for purposes of the FLSA and, as to those class members, the Released Class Claims include any and all claims the class members may have under the FLSA asserted in the Actions, arising from or related to the facts and claims alleged in the Actions, or that could have been alleged in the Actions based on the facts and claims alleged in the Actions, as amended, during the class period. Only those class members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Actions for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.

The following language will be printed on the reverse of each settlement payment check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Actions], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

Upon entry of judgment, class members are precluded from filing a wage and hour action under the Fair Labor Standards Act against Defendants for claims and/or causes of action encompassed by the released claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

The release of claims extends to Defendants and their parents, subsidiaries, affiliated companies (including but not limited to, Casa Colina Centers for Rehabilitation, Inc. (TLC – Transitional Living Center); Padua Village, Inc.; Casa Colina Comprehensive Outpatient Rehabilitation Services, Inc. (CORS); Casa Colina Medical Office Building, LLC; Casa Colina Centers for Rehabilitation Foundation; and Casa Colina Diagnostic Imaging Center (DIC)), past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, temporary staffing firms, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys,

stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons acting under, by, through or in concert with any of them.

Class Period: The period from November 7, 2013 through December 8, 2022.

Released Aggrieved Employee Claims: All Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims (Settlement), shall nevertheless be bound by this Released Aggrieved Employee Claims provision and shall receive a pro rata portion of 25% of the PAGA Settlement Amount. Aggrieved Employees who timely and effectively exclude themselves from the Released Class Claims (Settlement) shall have their PAGA claims released only for the Aggrieved Employee Time Period (as defined below). All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from the Released Aggrieved Employee Claims which include the Released Class Claims, any and all known and unknown claims asserted in the Actions, and wage and hour claims, PAGA claims seeking civil penalties, rights, demands, liabilities and causes of action of any nature or description arising from or related to the facts and claims alleged in the Actions, or that could have been alleged in the Actions based on the facts and claims alleged in the Complaint, the First Amended Complaint, and the October 20, 2017, September 11, 2020, and June 2, 2021 LWDA exhaustion letters (“Released Aggrieved Employee Claims”). The Released Aggrieved Employee Claims include, but are not limited to, all claims for overtime wage violations, minimum wage violations, reporting time pay violations, meal period violations, rest period violations, waiting time penalties, wage statement violations, unpaid earned wages, record keeping violations, failure to pay all final wages at termination, and failure to reimburse necessary business expenses. The Released Aggrieved Employee Claims include, but are not limited to, all such claims arising under: California Labor Code sections: 201, 201.3, 202, 203, 204, 204.1, 204.2, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2699 *et seq.*, 2802, and 2804.

Aggrieved Employee Time Period: The period from October 20, 2016 through December 8, 2022.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Settlement?

If you wish to preserve the option to pursue your own separate lawsuit against Defendants for the claims asserted in the Actions, or if you otherwise wish not to participate in the Settlement for whatever reason, you should exclude yourself from the Settlement (“Request for Exclusion”). To exclude yourself, **you must sign and postmark or fax** a written Request for Exclusion addressed to the Administrator which provides the following information: (i) the name of the Actions; (ii) the full name, address, telephone number and last four digits of the Social Security Number of the person requesting to be excluded; (iii) the words “Request for Exclusion” at the top of the document; (iv) be personally signed by the Class Member seeking to be excluded, and (v) the following statement:

“I wish to be excluded from the Settlement of the Action, Laura Ortiz v. Casa Colina, Inc., Case No. BC682710, and Maria Alicia Ortega v. Casa Colina, Inc. and Casa Colina Hospital and Centers for Healthcare, Case No. 21STCV20670 currently pending in the Los Angeles Superior Court.”

Your written Request for Exclusion must be mailed to the address shown below, postmarked on or before March 31, 2023, or faxed by the same date to the fax number shown below.

Casa Colina Wage and Hour Class Action Settlement
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

Regardless of whether you submit a Request for Exclusion, you will receive your PAGA Payment, and will be deemed to have released any claims arising out of PAGA.

13. If I don’t exclude myself from the Settlement, can I sue Defendants for the same thing later?

No. Unless you exclude yourself from the Actions, you give up any right to sue Defendants for the claims that this Settlement resolves other than the PAGA claims. ***If you have a claim or lawsuit already pending against Defendants, you must immediately speak to your lawyer in that case. Do not delay.*** You may need to ask to exclude yourself from the Actions to continue your own lawsuit. Remember, the deadline to submit a valid and timely request for exclusion is March 31, 2023.

14. If I exclude myself, can I get money from this Settlement?

Any Class Member who timely submits a valid Request for Exclusion will not receive payment from the settlement, and will not be bound by the terms of the settlement agreement or Judgment (with the exception of claims arising under the PAGA). Eligible Aggrieved Employees will receive their share of the employee portion of the PAGA Settlement Amount and will be deemed to have released any claims arising out of PAGA, regardless of whether they submit a Request for Exclusion.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, you may object to the Settlement and tell the Court your reasons for disagreeing with the Settlement and why approval should be denied. This is the process by which you can tell the Court if you think the Settlement, as a whole, is unfair. If the Court denies approval of the Settlement, no settlement payments will be sent out and the lawsuit will continue. Please note that the Court can only approve or reject the Settlement and cannot change the terms of the Settlement. If you think only that your Settlement Payment was miscalculated, use the process set forth above in Section 10. If you submit an objection, the Court will consider your views.

To object, you may send a letter to the Administrator, stating that you object to the proposed settlement in *Laura Ortiz v. Casa Colina, Inc.*, Case No. BC682710, and *Maria Alicia Ortega v. Casa Colina Hospital and Centers for Healthcare and Casa Colina, Inc.*, Case No. 21STCV20670. The objection letter should be postmarked no later than March 31, 2023. If you submit a Request for Exclusion, you may not also object to the Settlement.

If you wish to object without sending a letter to the Administrator, you also may appear in person at the time of the Final Fairness/Final Approval Hearing and object orally before the Court to the Settlement.

Whether you object in writing or orally, you may appear in person at the time of the Final Fairness/Final Approval Hearing to speak with the Court and discuss your objection. Any Class Member wishing to appear at the Final Approval Hearing may send a letter to the Administrator at the address shown below this paragraph indicating an intention to appear at the Final Fairness/Final Approval Hearing. The notice of intention to appear at the Final Fairness/Final Approval hearing should also be postmarked on or before March 31, 2023.

Casa Colina Wage and Hour Class Action Settlement
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

16. What's the difference between objecting and requesting to be excluded from the case?

Objecting is simply telling the Court you do not like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded from the Class is telling the Court that you don't want to be part of the Class for whatever reason. If you choose to request exclusion from the Actions, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to any of the terms of the Settlement, the Court will consider your objections when deciding whether to grant final approval of the Settlement. You do not need to appear at the hearing to discuss the objection.

THE COURT'S FINAL FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Fairness/Final Approval Hearing at 11:00 a.m. on May 8, 2023, in Department 11 of the Spring Street Courthouse, located at 312 North Spring Street Los Angeles, CA 90012. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative service awards, and the Administrator's fees and expenses.

The Court may reschedule the Final Fairness/Final Approval hearing without further notice to Class Members. Class Members are advised to check the website maintained for the Actions, <https://www.phoenixclassaction.com/ortiz-ortega-v-casa-colina/>, to confirm that the date has not been changed. However, any Class Member who has filed a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness/Final Approval hearing.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are not required to attend the Final Fairness/Final Approval hearing, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you have mailed your written objection, the Court will consider it. You may also hire and pay your own lawyer to attend if you so desire.

19. May I appear and speak at the hearing?

You may personally appear or have a lawyer appear on your behalf at the Final Fairness/Final Approval Hearing to talk about your objection.

GETTING MORE INFORMATION

20. Who can I contact if I have questions about the Settlement?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Joint Stipulation of Class Action Settlement and Release (“Agreement”) available at <https://www.phoenixclassaction.com/ortiz-ortega-v-casa-colina/> or by visiting the Spring Street Courthouse, Civil Records, 312 North Spring Street, Los Angeles, CA 90012, during the hours 8:30 a.m. to 10:30 a.m. or 1:30 p.m. to 3:30 p.m., Monday through Friday, excluding court holidays. If you have additional questions, please call the Class Action Administrator, Phoenix Settlement Administrators, at 1-(800) 523-5773 or contact Class Counsel at the addresses and telephone numbers shown above in Section 6.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT CLERK’S OFFICE, THE JUDGE, OR ANY OF THE DEFENDANTS’ MANAGERS, SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

The Joint Stipulation of Class Action Settlement is available for review at <https://www.phoenixclassaction.com/ortiz-ortega-v-casa-colina/>

ADDITIONAL IMPORTANT INFORMATION

A. **Defendants support the Settlement** and will not retaliate in any manner whatsoever against any Class Member who stays in the Class and receives an Individual Settlement Payment or requests exclusion from the case and Settlement. No portion of the Net Settlement Amount will go back to Defendants under any circumstances as a result of any requests for exclusion by Class Members or uncashed checks.

B. **It is your responsibility to ensure that the Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Individual Settlement Payment will be mailed.

C. Individual **Settlement Payment checks must be cashed soon after receipt.** Monies represented by checks which remain uncashed after 180 days of the date of issuance will be tendered to a suitable non-profit organization or foundation approved by the Court. If your check is lost or misplaced, you should immediately contact the Administrator to request a replacement.

D. Due to Covid-19, the Court may require additional safety protocols including, but not limited to, requiring pre-scheduled appointments and/or face coverings before being granted access to in-person Courthouse services such as file review or attendance at a hearing. Visit www.lacourt.org for current Covid-19 related social distancing and safety protocols, and procedures for appearing telephonically before the Court.