

FILED
Superior Court of California,
County of Kern
By: Gricelda Evans
Deputy Clerk
02/05/2026

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8 *Attorneys for* Plaintiff JOSE MORENO,
9 individually, and on behalf of other similarly
10 situated employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF KERN**

13 JOSE MORENO, individually, and on behalf
of other similarly situated employees,

14 Plaintiff,

15 vs.

16 KERN REGIONAL CENTER; and DOES 1
17 through 25, inclusive,

18 Defendants.

Case No.: BCV-24-103353
[Related to Case No. BCV-24-104216]

Honorable T. Mark Smith
Department T-2

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

Date: February 5, 2026
Time: 8:30 a.m.
Dept.: T-2

Complaint Filed: October 2, 2024
Trial Date: Not Set

1 **~~PROPOSED~~ ORDER**

2 On February 5, 2026 at 8:30 a.m. in Department T-2 of the above-captioned Court located at
3 3131 Arrow Street, Bakersfield, California 93308, Plaintiff Jose Moreno’s (“Plaintiff”) Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the
5 Honorable T. Mark Smith. Blackstone Law, APC appeared on behalf of Plaintiff and Musick, Peeler
6 & Garret LLP appeared on behalf of Defendant Kern Regional Center (“Defendant”).

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for Preliminary
9 Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
12 (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Alexandra Rose
13 in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. This
14 is based on the Court’s determination that the Settlement falls within the range of possible approval
15 as fair, adequate, and reasonable.

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

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

26 4. The Court preliminarily finds that the Settlement, including the allocations for the Class
27 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Enhancement Award, LWDA
28 PAGA Payment, Administration Expenses Payment, and payments to the Participating Class Members
and Aggrieved Employees provided for in the Settlement Agreement, appear to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the
2 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
3 preliminarily finds that the monetary settlement awards made available to the Class Members and
4 Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome
5 of further litigation relating to certification, liability, and damages issues and are consistent with the
6 requirements of California Labor Code § 2699(e)(1).

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

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

18 All current and former non-exempt, hourly paid employees who worked for
19 Defendant in the State of California at any time during the Class Period.

20 (The Class Period is defined as the period from October 2, 2020 through December
21 8, 2025.)

22 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
23 Fang, Alexandra Rose, and Kyle W. Wilson of Blackstone Law, APC as counsel for the Class ("Class
24 Counsel").

25 8. The Court provisionally appoints Plaintiff Jose Moreno as the representative of the
26 Class ("Class Representative").

27 9. The Court provisionally appoints Apex Class Action LLC to handle the administration
28 of the Settlement ("Administrator").

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1 10. No later than fifteen (15) calendar days after the Court grants preliminary approval of
2 the Settlement, Defendant will provide the Administrator with the following information about each
3 Class Member: full name, last-known mailing address, Social Security number, and number of
4 Workweeks and Pay Periods (collectively referred to as the “Class Data”) in conformity with the
5 Settlement Agreement.

6 11. The Court approves, both as to form and content, the Court Approved Notice of Class
7 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as
8 **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the
9 Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform
10 the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded
11 from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to challenge
12 the Workweeks and/or Pay Periods credited to each of them by submitting a written challenge, and of
13 each Participating Class Member’s right and opportunity to object to the Class Settlement by
14 submitting a written objection to the Administrator. The Court further finds that distribution of the
15 Class Notice substantially in the manner and form set forth in the Settlement Agreement and this
16 Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
17 requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto.
18 The Court further orders the Settlement Administrator to mail the Class Notice in English by First-
19 Class U.S. Mail to all Class Members no later than fourteen (14) calendar days of receipt of the Class
20 Data, pursuant to the terms set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
24 with the requirements set forth in the Class Notice, to the Administrator, faxed, emailed, or postmarked
25 on or before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice
26 by the Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed Class
27 Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original Response
28 Deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the

1 Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound
2 by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all
3 Aggrieved Employees will be bound by the PAGA Settlement and issued their Individual PAGA
4 Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not
5 submit a valid and timely Request for Exclusion (i.e., Participating Class Members) shall be bound by
6 the Settlement Agreement and any final judgment based thereon.

7 13. A Final Approval Hearing shall be held before this Court on
8 June 2, 2026 at 8:30 a.m./~~p.m.~~ in Department T-2 of the Kern County
9 Superior Court, located at 3131 Arrow Street, Bakersfield California 93308, to determine all necessary
10 matters concerning the Settlement, including: whether the proposed settlement of the action on the
11 terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
12 finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
13 herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate,
14 and reasonable to the Class Members and Aggrieved Employees; and determine whether to approve
15 the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
16 Enhancement Award, Administration Expenses Payment, and allocation for the PAGA Penalties.

17 14. Class Counsel shall file a motion for final approval of the Settlement and for the Class
18 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Enhancement Award, and
19 Administration Expenses Payment, along with the appropriate declarations and supporting evidence,
20 including the Administrator's declaration, by May 8, 2026, to be heard at the
21 Final Approval Hearing.

22 15. To object to the Class Settlement, a Participating Class Member must submit their
23 written objection to the Administrator on or before the Response Deadline. The written objection
24 must be signed and must contain the information that is required, as set forth in the Class Notice,
25 including and not limited to the grounds for the objection. Participating Class Members, individually
26 or through counsel, may also present their objection orally at the Final Approval Hearing, regardless
27 of whether they have submitted a written objection.

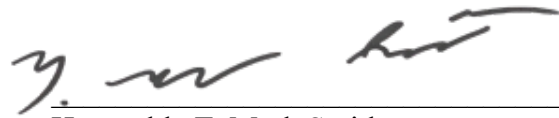
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1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
4 the parties shall revert back to their respective positions as of before entering into the Settlement
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

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

11 **IT IS SO ORDERED.**

12 Dated: **February 5, 2026**



Honorable T. Mark Smith
Judge of the Superior Court

EXHIBIT 1

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

Jose Moreno v. Kern Regional Center
Superior Court of California for the County of Kern, Case No. BCV-24-103353
Jose Moreno v. Kern Regional Center
Superior Court of California for the County of Kern, Case No. BCV-24-104216

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Jose Moreno (“Plaintiff”) and Defendant Kern Regional Center (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the cases entitled *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353 (“Class Action”) and *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-104216 (“PAGA Action”) (together, “Actions”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“Class” or “Class Member(s)” means all current and former non-exempt, hourly paid employees who worked for Defendant in the State of California at any time during the Class Period.

“Class Period” means the period from October 2, 2020 through December 8, 2025.

“Aggrieved Employee(s)” means all current and former non-exempt, hourly paid employees who worked for Defendant in the State of California at any time during the PAGA Period.

“PAGA Period” means the period from October 1, 2023 through December 8, 2025.

II. BACKGROUND OF THE ACTIONS

On October 1, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated (“PAGA Notice”). On October 2, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint (“Operative Class Complaint”) in the Class Action. The Class Action is based on the following legal causes of action: (1) Cal. Lab. Code §§ 1194, 1197, and 1197.1 for unpaid minimum wages; (2) Cal. Lab. Code §§ 510 and 1198 for unpaid overtime wages; (3) Cal. Lab. Code §§ 226.7 and 512(a) for unpaid meal period premiums; (4) Cal. Lab. Code § 226.7 for unpaid rest period premiums; (5) Cal. Labor Code §§ 204 and 210 for wages not timely paid during employment; (6) Cal. Lab. Code § 226(a) for failure to provide accurate wage statements; (7) Cal. Lab. Code §§ 201, 202, and 203 for final wages not timely paid upon termination; (8) Cal. Lab. Code §§ 2800 and 2802 for failure to reimburse necessary business expenses; and (9) Cal. Bus. & Prof. Code §§ 17200, *et seq.* for unfair competition. On December 6, 2024, Plaintiff commenced a representative action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”) by filing a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Operative PAGA Complaint”) in the PAGA Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair

business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions, denies that it violated any law, and maintains it has fully complied with the law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Administrator”), Plaintiff Jose Moreno as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
 Miriam L. Schimmel
 Joana Fang
 Alexandra Rose
 Kyle W. Wilson
Blackstone Law, APC
 8383 Wilshire Boulevard, Suite 745
 Beverly Hills, California 90211
 Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Class Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Class Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and Aggrieved Employees.

Your primary options are the following:

<u>YOUR OPTIONS</u>	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class and/or PAGA Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the Settlement and release your claims in exchange for compensation.
OPT OUT OF CLASS BUT NOT PAGA	You may opt out of the class components of the Settlement by submitting a Request for Exclusion by the response deadline. If you opt out of the class components of the Settlement, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the release provisions in the settlement except for the PAGA release provisions because you cannot opt out of the PAGA components of the Settlement.

OBJECT TO CLASS BUT NOT PAGA	You may object to the class components of the Settlement by submitting a written objection by the response deadline, but not to the PAGA components of the Settlement. If the Court grants final approval of the Settlement despite your objection, you will remain eligible to automatically receive an Individual Class and/or PAGA Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the Settlement.
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Defendant Kern Regional Center will not retaliate against you for any actions you take with respect to the proposed Settlement.

The Court’s final approval hearing is scheduled to take place on **[Final Approval Hearing Date]** at **[Final Approval hearing time]** in Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, California 93308. You do not have to attend but you do have the right to appear. *For more information, please carefully read this notice.*

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$600,000.00), and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Award in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his services in the Actions; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”), of which the LWDA will be paid 65% (\$65,000.00) (“LWDA PAGA Payment”) and the remaining 35% (\$35,000.00) will be distributed to Aggrieved Employees; and (4) settlement administration costs in an amount not to exceed Nine Thousand Three Hundred Ninety Dollars and Zero Cents (\$9,390.00) to the Administrator.

After the above amounts approved by the Court are deducted from the Gross Settlement Amount, Class Members are eligible to receive payment of their *pro rata* share of the Net Settlement Amount (“Individual Class Payment”) based on the number of weeks each Class Member worked for Defendant in a non-exempt position in California during the Class Period (“Workweeks”). The number of Workweeks you worked are stated on the fourth page of this Notice. The Administrator will calculate your Individual Class Payment by (1) dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members, and then (2) multiplying the result by the number of Workweeks worked by each respective Class Member to yield each Class Member’s estimated Individual Class Payment (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Members”) will be issued their final Individual Class Payment.

Each Individual Class Payment will be allocated as fifteen percent (15%) as wages (“Wage Portion”), which will be reported on an IRS Form W-2, and eighty-five percent (85%) as penalties and interest, which will be reported on an IRS Form 1099 (if applicable). Each Individual Class Payment will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Class Payments resulting in a net payment to the Participating Class Member. The employer’s share of taxes and contributions in connection with the wages portion of Individual Class Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment of their *pro rata* share of thirty-five percent (35%) of the PAGA Penalties (“Individual PAGA Payment”) based on the number of pay periods each Aggrieved Employee worked for Defendant in a non-exempt position in California during the PAGA Period (“Pay Periods”). The number of Pay Periods you worked is stated on the fourth page of this Notice. The Administrator will calculate your Individual PAGA Payment by (1) dividing the thirty-five percent (35%) share of the PAGA Penalties by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (2) and multiplying the result by each Aggrieved Employee’s individual Pay Periods to yield each Aggrieved Employee’s estimated Individual PAGA Payment (which is listed in Section

III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable). Although Plaintiff and Defendant 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.

If the Court grants final approval of the Settlement, Individual Class Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From October 2, 2020 through December 8, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From October 1, 2023 through December 8, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to challenge the Workweeks and/or Pay Periods credited to you, you must submit your challenge in writing to the Administrator. The challenge must: (a) contain the case name and number of the Class Action (*Jose Moreno v. Kern Regional Center*, Case No. BCV-24-103353); (b) contain your full name, signature, address, email address or telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you challenge the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by fax, email, or mail to the Administrator listed in Section IV.B below, **on or before [Response Deadline]**.

C. Your Estimated Individual Class Payment and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Class Payment and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Class Payment is estimated to be \$ [REDACTED]. The Individual Class Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Class Payment and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Class Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, 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 Class Claims.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of California with respect to the Aggrieved

Employees and 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 PAGA Claims.

“Released Class Claims” means all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from any and all claims that were or could have been alleged in the Operative Class Complaint that arose during the Class Period, including without limitation with respect to the following claims: (1) Cal. Lab. Code §§ 1194, 1197, and 1197.1 for unpaid minimum wages; (2) Cal. Lab. Code §§ 510 and 1198 for unpaid overtime wages; (3) Cal. Lab. Code §§ 226.7 and 512(a) for unpaid meal period premiums; (4) Cal. Lab. Code § 226.7 for unpaid rest period premiums; (5) Cal. Labor Code §§ 204 and 210 for wages not timely paid during employment; (6) Cal. Lab. Code § 226(a) for failure to provide accurate wage statements; (7) Cal. Lab. Code §§ 201, 202, and 203 for final wages not timely paid upon termination; (8) Cal. Lab. Code §§ 2800 and 2802 for failure to reimburse necessary business expenses; and (9) Cal. Bus. & Prof. Code §§ 17200, *et seq.* for unfair competition, as well as any potential penalties, interest, or attorneys’ fees associated with all of such causes of action under California law. Except for the Released PAGA Claims (if applicable), 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.

“Released PAGA Claims” means the State of California with respect to the Aggrieved Employees and 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 all claims, demands, rights, liabilities, and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative PAGA Complaint, the PAGA Notice (and any amendments thereto), and ascertained in the course of the Actions, arising during or with respect to the PAGA Period, which include but are not limited to California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 226.7(c), 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, *et seq.*, 2699, 2699.3, 2699.5, 2800, and 2802. The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

“Released Parties” means Defendant, and any of its past, present, and/or future, directors, officers, partners, principals, Board members, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, accountants, insurers, predecessors, successors, assigns, DBAs, parents, and subsidiaries.

E. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$600,000.00) (“Class Counsel Fees Payment”) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (“Class Counsel Litigation Expenses Payment”), subject to approval by the Court. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Award”), in recognition of his services in connection with the Actions. The Enhancement Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Class Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Administration Expenses Payment to Administrator

Payment to the Administrator is estimated not to exceed Nine Thousand Three Hundred Ninety Dollars (\$9,390.00) (“Administration Expenses Payment”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written

objections, and challenges to Workweeks and/or Pay Periods, calculating Individual Class Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Class Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are an Aggrieved Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and Aggrieved Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Administrator, by fax, email, or mail at the following:

[Administrator]

[Fax]

[Email]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*Jose Moreno v. Kern Regional Center*, Case No. BCV-24-103353); (b) contain your full name, signature, address, email address or telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by fax, email, or mail to the Administrator specified above, **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Class Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. You cannot request to be excluded from the PAGA portion of the Settlement. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection Administrator, which must: (a) contain the case name and number of the Action (*Jose Moreno v. Kern Regional Center*, Case No. BCV-24-103353); (b) contain your full name, signature, address, email address or telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon

which the objection is based; and (e) be returned by fax, email, or mail to the Administrator listed in Section IV.B above, **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a written objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, California 93308, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Enhancement Award to Plaintiff, and Administration Expenses Payment to the Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

At the following website you can find a link to listen in on the Final Approval Hearing and a Zoom link to participate in the courtroom process: <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by registering an account and logging in at <https://odyprodportal.kern.courts.ca.gov/portalprod>, selecting smart search, and searching the case numbers BCV-24-103353 and BCV-24-104216.

You may also visit the Administrator's website at **[redacted]** for key documents in the Actions.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.