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on behalf of herself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

NICOLE JESSCIELIA SESSION, on behalf
of herself and all others similarly situated and
aggrieved,

Plaintiff,

v.

RAMONA REHABILITATION AND POST
ACUTE CARE, INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendant.

LEAD CASE NO.: CVRI2402711
[Related to: Case No. CVME2406778]

[Assigned for all purposes to the Hon. Harold
W. Hopp in Dept. 1]

**AMENDED ~~PROPOSED~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 22 2026

D. Board *DB*

1 This Court, having considered the Motion of plaintiff Nicole Jesscielia Session ("Plaintiff")
2 for Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations
4 of Megan R. Lazar, David D. Bibiyan, Nicole Session, and Sean Hartranft, the Class and PAGA
5 Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement"), the proposed
6 Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice"),
7 and other documents submitted in support of the Motion for Preliminary Approval, hereby
8 **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class ("Settlement Class," "Settlement
12 Class Members," "Class Members") for the purpose of settlement only: all current and former non-
13 exempt, hourly paid employees who worked for Defendant Ramona Rehabilitation and Post Acute
14 Care, Inc. ("Defendant") at any time during the period from May 13, 2020 through October 14, 2025
15 ("Class Period") in the State of California, or an earlier date chosen by Defendant per Paragraph 8.1
16 of the Settlement Agreement.

17 3. The Court preliminarily appoints the named plaintiff Nicole Jesscielia Session
18 ("Plaintiff") as Class Representative, and David D. Bibiyan, Megan R. Lazar and Vedang J. Patel
19 of Bibiyan Law Group, P.C., as Class Counsel.

20 4. The Court preliminarily approves the proposed class settlement upon the terms and
21 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
22 settlement appears to be within the range of reasonableness of settlement that could ultimately be
23 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
24 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
25 probable outcome of further litigation relating to liability and damages issues. It further appears that
26 extensive and costly investigation and research has been conducted such that counsel for the parties
27 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
28 that the settlement at this time will avoid substantial additional costs to all parties, as well as the

1 delay and risks that would be presented by the further prosecution of the Action. It further appears
2 that the settlement has been reached as the result of intensive, non-collusive and arms-length
3 negotiations utilizing an experienced third-party neutral.

4 5. The Court approves, as to form and content, the Class Notice that is attached hereto
5 as Exhibit "A," the Exclusion Request Form attached hereto as Exhibit "B," and the Objection to
6 Settlement Form attached hereto as Exhibit "C".

7 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
8 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
9 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
10 with the requirements of law and appears to be the best notice practicable under the circumstances.

11 7. The Court hereby preliminarily approves the definition and disposition of the Gross
12 Settlement Amount of \$620,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
13 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts
14 to \$217,000.00, in addition to actual costs incurred of up to \$30,000.00; service award of up to
15 \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$9,890.00 and Private
16 Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$62,000.00, of which
17 \$46,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
18 \$15,500.00 (25%) to "Aggrieved Employees," defined as all current and former non-exempt,
19 hourly paid employees who worked for Defendant at any time during the period from May 13, 2023
20 through the end of the Class Period ("PAGA Period") in the State of California.

21 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
22 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

23 9. "Workweek" shall mean any week during which a Class Member actually worked
24 for Defendant for at least one day in a non-exempt, hourly-paid position during the Class Period in
25 California.

26 10. Defendant represents that there are approximately 31,010 Workweeks during the
27 Class Period. In the event the number of Workweeks during the Class Period increases by more than
28 ten percent (10%), or 3,101 Workweeks, then Defendant may either: 1) increase the Gross

1 Settlement Amount proportionally by the Workweeks in excess of 34,111 Workweeks multiplied
2 by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement
3 Amount by 31,010, which amounts to a Workweek Value of \$19.99. Thus, for example, should
4 there be 35,000 Workweeks during the Class Period, then the Gross Settlement Amount shall be
5 increased by \$17,771 [(35,000 workweeks – 34,111 workweeks) x \$19.99]; or 2) end the Class
6 Period on the date when the number of Workweeks reaches 34,111. Defendant shall provide the
7 Class Data to the administrator no later than 30 days after full execution of the long form agreement.
8 Defendant shall make its election regarding the above no later than 10 days after receiving
9 information from the administrator regarding the workweek count. Should Defendant fail to make
10 its election within the above timeframe, then option (1) shall automatically apply.

11 11. The Court deems Apex Class Action Administration (“Apex” or “Settlement
12 Administrator”), the settlement administrator, and preliminarily approves payment of administrative
13 costs, not to exceed \$9,890.00 out of the Gross Settlement Amount for services to be rendered by
14 Apex on behalf of the class.

15 12. Not later than 30 days after the settlement agreement is fully executed, Defendant
16 will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. “Class
17 Data” means Class Member identifying information in Defendant’s custody, possession, or control,
18 including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone
19 number(s); (4) last four digits of the last known Social Security Number(s); (5) the number of
20 Workweeks worked; and (6) the number of PAGA Pay Periods worked. Concurrently with the
21 delivery of the Class Data to the settlement Administrator, as detailed in Section 4.2 of the
22 Agreement, Defendant will provide Class Counsel a declaration attesting to the Workweek and
23 PAGA Pay Period total.

24 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
25 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
26 and restrict access to the Class Data to Administrator employees who need access to the Class Data
27 to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify
28 Class Counsel if it discovers that the Class Data omitted class member identifying information and

1 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
2 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and
3 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
4 any issues related to missing or omitted Class Data.

5 14. Using best efforts to perform as soon as possible, and in no event later than 14 days
6 after Preliminary Approval, the Administrator will send to all Class Members identified in the Class
7 Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish
8 translation, substantially in the form attached to the Agreement as Exhibit A. The first page of the
9 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
10 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
11 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the
12 Administrator shall update Class Member addresses using the National Change of Address database.

13 15. Not later than 3 business days after the Administrator's receipt of any Class Notice
14 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
15 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
16 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
17 most current address obtained.

18 16. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
19 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
20 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
21 Settlement. Class Members to whom Notice Packets are resent after having been returned
22 undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline
23 would otherwise expire.

24 17. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
25 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
26 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
27 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
28 representative that reasonably communicates the Class Member's election to be excluded from the

1 Settlement and includes the Class Member's name, address and email address or telephone number.

2 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

3 18. Every Class Member who does not submit a timely and valid Request for Exclusion
4 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
5 bound by all terms and conditions of the Settlement, including the Participating Class Members'
6 Releases, regardless whether the Participating Class Member actually receives the Class Notice or
7 objects to the Settlement. Every Class Member who submits a valid and timely Request for
8 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
9 or have the right to object to the class action components of the Settlement.

10 19. Each Class Member shall have 45 days after the Administrator mails the Class Notice
11 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
12 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
13 Class Notice.

14 20. Only Participating Class Members may object to the class action components of the
15 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
16 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
17 and/or Class Representative Service Payment. Participating Class Members may send written
18 objections to the Administrator, by mail. In the alternative, Participating Class Members may appear
19 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
20 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
21 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
22 additional 15 days for Class Members whose Class Notice was re-mailed). There shall be no right
23 to opt out of the settlement as to PAGA claims.

24 21. Administrator Duties. The Administrator has a duty to perform or observe all tasks
25 to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 26 a. Website, Email Address and Toll-Free Number. The Administrator will maintain
27 and use an internet website to post information of interest to Class Members
28 including the date, time and location for the Final Approval Hearing and copies of

1 the Settlement Agreement, Motion for Preliminary Approval, the Preliminary
2 Approval, the Class Notice, the Motion for Final Approval, the Motion for Class
3 Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class
4 Representative Service Payment, the Final Approval and the Judgment. The
5 Administrator will also maintain and monitor an email address and a toll-free
6 telephone number to receive Class Member calls and emails.

7 b. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
9 Not later than 5 days after the expiration of the deadline for submitting Requests for
10 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
11 containing (a) the names of Class Members who have timely submitted valid
12 Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who
13 have submitted invalid Requests for Exclusion; (c) copies of all Requests for
14 Exclusion from Settlement submitted (whether valid or invalid), with personal
15 identifying information other than names redacted.

16 c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
17 to Class Counsel and Defense Counsel that, among other things, tally the number of:
18 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
19 Exclusion (whether valid or invalid) received, objections received, challenges to
20 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
21 Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The
22 Weekly Reports must include the Administrator's assessment of the validity of
23 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
24 received.

25 d. Workweek and/or Pay Period Challenges. The Administrator has the authority to
26 address and make final decisions consistent with the terms of the Agreement on all
27 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
28 The Administrator's decision shall be final and not appealable or otherwise

1 susceptible to challenge.

2 e. Administrator's Declaration. Before the date by which Plaintiff is required to file the
3 Motion for Final Approval of the Settlement, the Administrator will provide to Class
4 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to
5 its due diligence and compliance with all of its obligations under the Agreement,
6 including, but not limited to, its mailing of Class Notice, the Class Notices returned
7 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
8 the total number of Requests for Exclusion from Settlement it received (both valid
9 or invalid), the number of written objections and attach the Exclusion List. The
10 Administrator will supplement its declaration as needed or requested by the Parties
11 and/or the Court. Class Counsel is responsible for filing the Administrator's
12 declaration(s) in Court. The Administrator shall redact any portion of Class
13 Members' social security number on any forms filed with the declaration.

14 22. Final Report by Settlement Administrator. Within 10 days after the Administrator
15 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
16 and Defense Counsel with a final report detailing its disbursements by employee identification
17 number only of all payments made under this Agreement. At least 7 days before any deadline set
18 by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
19 signed declaration suitable for filing in Court attesting to its disbursement of all payments required
20 under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in
21 Court

22 23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
23 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
24 Administrator by: (a) February 22, 2027, or (b) 30 calendar days after the Effective Date, whichever
25 is later. In either case, the Gross Settlement Amount will not be due before February 22, 2027.

26 24. Within 10 days after Defendant funds the Gross Settlement Amount, the
27 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
28

1 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
2 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
3 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
4 Payment and the Class Representative Service Payment shall not precede disbursement of Individual
5 Class Payments, and the Individual PAGA Payments.

6 25. For any Class Member whose Individual Class Payment check or Individual PAGA
7 Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall
8 transmit the funds represented by such checks to the California Controller's Unclaimed Property
9 Fund, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the
10 requirements of California Code of Civil Procedure section 384, subd. (b).

11 26. All papers filed in support of final approval, including supporting documents for
12 attorneys' fees and costs, shall be filed per Code.

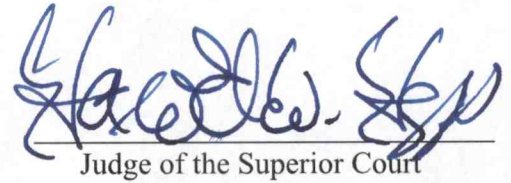
13 27. A Final Approval Hearing shall be held with the Court on December 1, 2026 at 8:30
14 a.m in Department 1 of the above-entitled Court to determine: (1) whether the proposed settlement
15 is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of
16 attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the
17 Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount
18 to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

19 28. Neither the Settlement Agreement nor any resulting judgment, exhibit, document, or
20 instrument delivered thereunder shall be construed as a concession or admission by Defendant the
21 claims asserted have any merit or that this Action was properly brought as a class or representative
22 action, and shall not be used as evidence of, or used against Defendant as, an admission or indication
23 in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by
24 Defendant or with respect to the truth of any allegation asserted or defenses by Defendant. In the
25 event the Settlement does not become effective in accordance with the terms of the Settlement
26 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
27 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the
28

1 Parties shall revert to their respective positions as of before entering into the Settlement Agreement,
2 and expressly reserve their respective rights regarding the prosecution and defense of this Action.
3

4 **IT IS SO ORDERED.**

5
6 Dated: July 21, 2016


Judge of the Superior Court

Judge Harold W. Hopp

EXHIBIT A

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

Nicole Jesscielia Session v. Ramona Rehabilitation and Post Acute Care, Inc.
(County of Riverside, California Superior Court Case No. CVRI240271)

As an hourly, non-exempt employee who works or worked for Ramona Rehabilitation and Post Acute Care, Inc. in California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Ramona Rehabilitation and Post Acute Care, Inc., (“Defendant”) show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all current and former non-exempt, hourly paid employees who worked for Ramona Rehabilitation and Post Acute Care, Inc. at any time during the period from May 13, 2020 through October 14, 2025 (the “Class Period”) in the State of California.

The settlement is to resolve a class action lawsuit, *Nicole Jesscielia Session v. Ramona Rehabilitation and Post Acute Care, Inc.*, pending in the Superior Court of California for the County of Riverside, Case Number CVRI240271 (the “Lawsuit”), alleging, among other things, claims for: (1) Failure To Pay Overtime Wages; (2) Failure To Pay Minimum Wages; (3) Failure To Provide Meal Periods; (4) Failure To Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure To Timely Pay Wages; (8) Failure To Indemnify; (9) Violation Of Labor Code § 227.3; and (10) Unfair Competition. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).

- On [REDACTED], Riverside County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. **Defendant vigorously denies the claims in the Lawsuit and contend that they fully complied with all applicable laws.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from May 13, 2023 through October 14, 2025 "PAGA Period") as a former non-exempt, hourly paid employees who worked for Ramona Rehabilitation and Post Acute Care, Inc. in the State of California, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED] about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED], 2026, at [REDACTED] [a.m./p.m.] in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501.
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The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on [REDACTED], 2026, at [REDACTED] [a.m./p.m.] in the Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant as an hourly, non-exempt employee in California during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Nicole Jesscielia Session was an hourly, non-exempt employee of Defendant. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendant’s alleged violation of the (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay Wages; (8) Failure to Indemnify; (9) Violation of Labor Code § 227.3; and (10) Unfair Competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).

Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$620,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$9,890.00 (2) a enhancement award of up to \$7,500.00 to Nicole Jesscielia Session for her time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys’ fees which, unless escalated pursuant to the Settlement Agreement,

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

amounts to \$217,000.00; (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$62,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$46,500.00, will be paid to the LWDA and twenty-five percent (25%), or \$15,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$293,610.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there are approximately 31,010 Workweeks during the Class Period, with a class size comprised of approximately 582 Class Members, including Plaintiff. In the event the number of Workweeks during the Class Period increases by more than ten percent (10%), or is more than 34,100 Workweeks, then Defendant agrees to increase the Gross Settlement Amount proportionally by the Workweeks in excess of 34,100 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 31,010. The Parties agree that the Workweek Value amounts to \$19.99 per Workweek (\$620,000.00 / 31,010 Workweeks).

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, all current and former non-exempt, hourly paid employees who worked for Ramona Rehabilitation and Post Acute Care, Inc. at any time during the period from May 13, 2023 through October 14, 2025 (the "PAGA Period") in the State of California (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$15,500.00, allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee between May 13, 2023 through October 14, 2025 (*i.e.*, the PAGA Period).

Defendant's records indicate that you worked [REDACTED] Workweeks as an hourly, non-exempt employee in California during the Class Period and [REDACTED] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award].

Tax Reporting

Payments to Class Members as PAGA Payments shall be designated as penalties. All other payments to Class Members from the Net Settlement Amount shall be designated 20% as wages and 80% as penalties and interest. The Settlement Administrator will be responsible for issuing a form W-2 to each Class Member for the amount each receives for unpaid "wages" and any IRS Form 1099s required by law. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 calendar days from the date initially mailed by the Settlement Administrator, such funds shall escheat to the State and shall be sent by the Settlement Administrator to the California Controller's Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

For the duration of the Class Period, Participating Class Members and Plaintiff, 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 Complaint that arose during the Class Period, including without limitation with respect to the following claims: violation of Labor Code sections 200, 201, 202, 203, 204, 218.6, 226, 226.7, 227.3, 245, et seq., 510, 512, 558.1, 1194, 1194.2, 1197, 1199, 2802, and California Code of Regulations, Title 8, section 11040 seeking: (i) failure to pay overtime wages; (ii) failure to provide minimum wages; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) waiting time penalties; (vi) failure to provide complete and accurate wage statements; (vii) failure to timely pay wages; (viii) failure to provide reimbursement for business expenses; (ix) violation of Labor Code Section 227.3; and (x) claims unfair business practices under the California Business & Professions Code, sections 17000 through 17208 (“Released Class Claims”) Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

For the duration of the PAGA Period all Aggrieved Employees, the State of California and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice including but not limited to: violations of applicable Wage Orders and Labor Code sections 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245, 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102, 1102.5, 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1, 1294.1, 1301, 1391, 1475, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 1197.5, 2673, 2800, 2802, 2810.3, 2810.5, 2699, 49112, and 49116, among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457, 8397.4, Business and Professions Code sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Wage Orders (“Released PAGA Claims”).

“Released Parties” shall mean Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, joint obligors, joint employers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

Option 2 – Opt Out of the Settlement

In order to opt out of the Settlement, the Class Member must timely submit by mail, an opt-request request to the Settlement Administrator by the Response Deadline. You may submit your written request for exclusion by completing the Request for Exclusion form attached to this Notice and mailing it to the Administrator. The opt-out request should state the your name, address, telephone number, last four digits of your social security number, and signature, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date and fax, email or mail your written request for exclusion to the address below.

[Settlement Administrator]
[Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. You may submit a written objection by completing the Objection to Settlement form attached to this Notice and mailing it to the Administrator. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don’t submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED], 2026, at [REDACTED] [a.m./p.m.] in the Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing in-person or virtually via phone or Zoom using the remote hearing information for Department 1 of the Riverside Historic Courthouse accessible through the following link: <https://www.riverside.courts.ca.gov/general->

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

information/remote-appearances/remote-appearance-meeting-numbers. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

CLASS COUNSEL: BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Megan R. Lazar (SBN 315007)

megan@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Telephone: (310) 438-5555

Facsimile: (310) 300-1705

You may also visit the Settlement Administrator's website at [REDACTED] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement (attached to the Declaration of Megan R. Lazar as Exhibit "1"), and other papers filed in this case, which may be inspected at the Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.riverside.courts.ca.gov/online-services>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

EXHIBIT B

REQUEST FOR EXCLUSION

Only complete this Objection To Settlement form if you want to object to the settlement of the action known as *Nicole Jesscielia Session v. Ramona Rehabilitation and Post Acute Care, Inc., et al.*, filed in Riverside County Superior Court, Case No. CVRI240271.

IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS ACTION SETTLEMENT AMOUNT. HOWEVER, EVEN IF YOU DO OPT-OUT, YOU WILL STILL RECEIVE YOUR PORTION OF THE PRIVATE ATTORNEYS' GENERAL ACT ("PAGA") SETTLEMENT AND BE BOUND BY THE PAGA RELEASE.

I confirm that I worked for Ramona Rehabilitation and Post Acute Care, Inc as a non-exempt, hourly-paid employee between the period of May 13, 2020 through October 14, 2025.

Please exclude me from the settlement reached in the *Nicole Jesscielia Session v. Ramona Rehabilitation and Post Acute Care, Inc., et al.*, matter. **I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.**

Print Name: _____

Your Address: _____

The last four digits of your Social Security Number: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. Send this signed request for exclusion form to the Settlement Administrator at:

Nicole Jesscielia Session v. Ramona Rehabilitation and Post Acute Care,
Inc., et al.
Settlement
c/o Apex Class Action Administration



EXHIBIT C

OBJECTION TO SETTLEMENT

Only complete this Objection To Settlement form if you want to object to the settlement of the action known as *Nicole Jesscielia Session v. Ramona Rehabilitation and Post Acute Care, Inc., et al.*, filed in Riverside County Superior Court, Case No. CVRI240271.

IF YOU OBJECT TO THE SETTLEMENT, AND YOUR OBJECTION IS OVERRULED, YOU WILL BE INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED. TO AVOID A POTENTIAL RELEASE OF YOUR CLAIMS, YOU MUST FILL OUT THE SEPARATE FORM TITLED: "REQUEST FOR EXCLUSION". DO NOT FILL OUT BOTH FORMS.

I confirm that I worked for Ramona Rehabilitation and Post Acute Care, Inc. as a non-exempt, hourly-paid employee between the period of May 13, 2020 through October 14, 2025.

I wish to object to the settlement reached in the *Nicole Jesscielia Session v. Ramona Rehabilitation and Post Acute Care, Inc., et al.*, matter. The nature and basis for the objection are as follows:

Print Full Name: _____

Last Four Digits of Your Social Security Number: _____

Residence Street Address: _____

City, State and Zip Code: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]. Send this signed objection form to the Settlement Administrator at:**

Nicole Jesscielia Session v. Ramona Rehabilitation and Post Acute
Care, Inc., et al.
Settlement
c/o Apex Class Action Administration
