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County of Sonoma
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Robert Oliver, Clerk of the Court
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Attorneys for Plaintiff, ABEL HERNANDEZ, an individual and on behalf of all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

ABEL HERNANDEZ, an individual, and on behalf of all others similarly situated,
Plaintiff,

v.

NORTH BAY REHABILITATION SERVICES, INC., a California Nonprofit Corporation doing business as North Bay Industries; and DOES 1 through 100, inclusive,
Defendant..

CASE NO.: 25CV02734

[Assigned for all purposes to Hon. Dana Beernink Simonds in Dept. 18]

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

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

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

2. The Court certifies, for purposes of settlement only, pursuant to California Rule of Court 3.769(d) and Code of Civil Procedure section 382, the following settlement class ("Settlement Class," "Settlement Class Members" or "Class Members"): all persons currently or formerly employed by Defendant North Bay Rehabilitation Services, Inc. as non-exempt, hourly-paid employees during the putative period from April 18, 2021 through December 16, 2025 (the "Class Period") in the State of California.

3. The Court preliminarily appoints the named plaintiff Abel Hernandez as Class Representative, and David D. Bibiyan, Jason Rothman, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group, P.C. as Class Counsel.

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

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

5. The Court approves, as to form and content, the Class Notice that has been submitted herewith.

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

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount of $1,215,000.00, which is non-reversionary, subject to escalation pursuant to the Settlement Agreement, and inclusive of: attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, amounts to $425,250.00, in addition to actual costs incurred of up to $40,000.00; a Class Representative Service Payment of up to $10,000.00 to Plaintiff Abel Hernandez; costs of settlement administration of no more than $7,500.00; and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of $182,250.00, of which $136,687.50 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and $45,562.50 (25%) to the "Allegedly Aggrieved Employees," defined as all persons currently or formerly employed by Defendant classified as non-exempt, hourly-paid employees during the period from April 18, 2024 through the end of the Class Period ("PAGA Period") in the State of California.

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

9. "Workweek" shall mean any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

10. Defendant represents that there are no more than 36,292 Workweeks during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10%, or 3,629 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 39,921 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount ($1,215,000.00) by 36,292, which amounts to a Workweek Value of $33.48. Thus, for example, should there be 40,000 Workweeks during the Class Period, then the Gross Settlement Amount shall be increased by $2,644.92 ((40,000 Workweeks – 39,921 Workweeks) x $33.48 per Workweek).

11. The Court appoints Apex Class Action Administration ("Administrator" or "Settlement Administrator") as the settlement administrator, and preliminarily approves payment of settlement administration costs, not to exceed $7,500.00, out of the Gross Settlement Amount for services to be rendered by Apex on behalf of the Settlement Class.

12. Not later than twenty (20) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. “Class Data” means putative Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

13. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator’s employees who need access to the Class Data to effect and perform under this Agreement.

14. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all putative Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to the Agreement as Exhibit “A”. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the putative Class Member, and the number of

Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update putative Class Member addresses using the National Change of Address database.

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

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

17. Putative Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for putative Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a putative Class Member or his/her representative that reasonably communicates the putative Class Member's election to be excluded from the Settlement and includes the putative Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

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

Settlement.

19. Each putative Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for putative Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the putative Class Member in the Class Notice. The putative Class Member may challenge the allocation by communicating with the Administrator via mail.

20. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for putative Class Members whose Class Notice was re-mailed).

21. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 25 days after the Effective Date.

22. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

23. For any check not cashed within 180 calendar days after its last mailing, the Settlement Administrator shall cancel the check and transmit the funds represented by such cancelled checks to the California State Controller's Unclaimed Property Fund in the name of and

for the benefit of the individual who did not cash his or her check, until such time as they claim their property, thereby leaving no unpaid residue subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

24. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by _____.

25. A Final Approval Hearing shall be held with the Court on March 3, 2027 at 3:00 pm.m in Department 18 of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

IT IS SO ORDERED.

Dated: 10/29/2026

DANA BEERNINK SIMONDS
Judge of the Superior Court