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Attorneys for Plaintiff Julio Ochoa, individually and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JULIO OCHOA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SPEECH AND LANGUAGE
DEVELOPMENT CENTER, INC.; and
DOES 1 through 25, inclusive

Defendants.

Case No. 30-2020-01143577-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:

The Honorable Lon F. Hurwitz
Department CX103

CLASS ACTION

THIRD SUPPLEMENTAL
DECLARATION OF JEFF GERACI
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL

Date: December 8, 2023

Time: 1:30 p.m.

Dept: CX103

Judge: Lon F. Hurwitz

Complaint filed: June 18, 2020

Trial date: Not set

1 I, Jeff Geraci, declare as follows:

2 1. I am a Partner with Cohelan Khoury & Singer, co-counsel for Plaintiff. I make
3 this Supplemental Declaration in support of Plaintiff's Motion for Preliminary Approval of
4 Class Action Settlement. This Declaration is based on my personal knowledge and if called to
5 testify I could and would competently testify to the matters contained in this Declaration.

6 2. The fully-executed First Amendment to the Amended Joint Stipulation for Class
7 Action Settlement is attached as Exhibit 1 ("First Amendment").

8 3. The Notice of Class Action Settlement has been revised to mirror the
9 First Amendment revisions. Attached as Exhibit 2 is the redline draft of the revised
10 Notice of Class Action Settlement. A clean draft of the Notice of Class Action Settlement is
11 attached as Exhibit 3.

12 4. The Proposed Order Granting Preliminary Approval, filed concurrently with this
13 supplemental briefing, has been revised pursuant to the Court's instruction and to be consistent
14 with issues addressed by the supplemental briefing. Attached as Exhibit 4 is a redline copy of
15 the Proposed Order.

16 5. On the same date this motion and its exhibits are filed with the Court, they will
17 be served upon Defendant and provided to the Labor and Workforce Development Agency
18 ("LWDA") via the LWDA's website, using the appropriate intake form. Attached as Exhibit 5
19 is a true and correct copy of the LWDA confirmation of Receipt.

20 I declare under penalty of perjury under the laws of the State of California the foregoing
21 is true and correct and this declaration is executed November 27, 2023, in San Diego,
22 California.

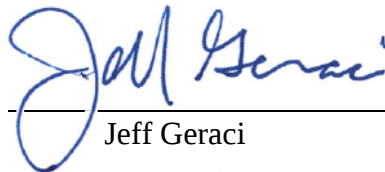
23 
24 _____
25 Jeff Geraci
26
27
28

EXHIBIT 1

COHELAN KHOURY & SINGER

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Defendants.

Case No. 30-2020-01143577-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:

The Honorable Lon F. Hurwitz

Department CX103

FIRST AMENDMENT TO AMENDED
SETTLEMENT AGREEMENT AND RELEASE
OF CLASS AND REPRESENTATIVE ACTION

Complaint filed: June 18, 2020

Trial date: Not set

**FIRST AMENDMENT TO AMENDED SETTLEMENT AGREEMENT AND
RELEASE OF CLASS AND REPRESENTATIVE ACTION**

Plaintiff Julio Ochoa (“Plaintiff”), individually and on behalf of others similarly-situated and aggrieved, and Defendant Speech and Language Development Center, Inc. (“Defendant”) (collectively, the “Parties”), enter this First Amendment to the Amended Settlement Agreement and Release of Class and Representative Action (“Amendment”).

The fully-executed Amended Settlement Agreement and Release of Class and Representative Action (“Settlement Agreement”) filed on June 6, 2023, as Exhibit 1 to the Notice of Filing Fully-Executed Amended Settlement Agreement and Release of Class and Representative Action (ROA #137) is modified by substituting paragraphs 15, 26, 31, 32, and 50, in the Settlement Agreement with the paragraphs below and adding paragraph 94.

DEFINITIONS

15. “Effective Date” means the earlier of (a) if any timely objection is filed and not subsequently withdrawn, the 65th day after the Court enters an order granting final approval of the Agreement; or, (b) if any timely appeal is filed, the date it is resolved (or withdrawn), or; (c) if no timely objection is filed, or if all objections are withdrawn, the date which the Court enters an order granting Final Approval and entering Judgment.

26. “Participating Class Members” means Class Members who do not postmark a request to Opt Out by the Response Deadline.

31. “Released Class Claims” means all claims, debts, liabilities, demands, obligations, damages, or causes of action of any kind alleged in the Complaint, or that could have been alleged based on the same operative facts alleged in the Complaint, and including claims under California Labor Code sections, 203, 204, 210, 226(a), 226.2(a)(2), 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, the corresponding Wage Orders; and Business & Professions Code section 17200 et seq., from April 6, 2016 to March 13, 2020. The Released Class Claims specifically exclude claims for workers’ compensation, unemployment and state disability insurance, claims under the Employment Retirement Income Security Act of 1974, and claims for previously vested benefits under Employer-sponsored benefits plan.

32. "Released PAGA Claims" means all claims for PAGA Penalties alleged in Plaintiff's May 13, 2020 PAGA Notice to the California Labor and Workforce Development Agency (LWDA), and includes claims under California Labor Code sections, 203, 204, 210, 226(a), 226.2(a)(2), 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2699(f), 2699.3, from April 6, 2019 through March 13, 2020.

RELEASE AS TO ALL CLASS MEMBERS

50. Plaintiff agrees that upon the Effective Date, the General Release shall be effective and he shall have no further claims against the Released Parties. Upon the Effective Date, all Participating Class Members shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have released the Released Parties from the Released Class Claims and Released PAGA Claims as defined in Paragraphs 31 and 32, respectively. The Settlement Payments shall be paid to Participating Class Members specifically in exchange for the release of the Released Parties. However, the releases shall be effective as to all Class Members who have not opted out, regardless of whether they subsequently refuse their portion of the Settlement Payment, claim not to have received it, or fail to negotiate the settlement check(s) from the Claims Administrator.

GENERAL PROVISIONS

94. Option to Terminate Settlement: In the event ten percent (10%) of the total Class Members submit a valid Request for Exclusion from the Settlement, Defendant may rescind this Settlement. If Defendant rescinds the Settlement, it will pay Settlement Administration Costs incurred through the date of the rescission.

THE PARTIES knowingly and voluntarily executed this First Amendment to the Amended Settlement Agreement and Release of Class and Representative Action and agree to be bound by its terms.

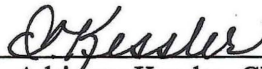
PLAINTIFF/CLASS REPRESENTATIVE

Date: 11/20/2023, 2023

By: 
Julio Ochoa, Plaintiff Class Representative

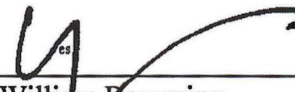
**SPEECH AND LANGUAGE DEVELOPMENT
CENTER, INC.**

Date: November 22, 2023

By: 
Adrienne Kessler, CEO

BROWNING|HOCKER

Date: November 22, 2023

By: 
William Browning
Attorneys for Defendant

LEBE LAW, APLC

Date: _____, 2023

By: _____
Jonathan M. Lebe
Attorneys for Plaintiff / Class Representative

COHELAN KHOURY & SINGER

Date: _____, 2023

By: _____
Jeff Geraci
Attorneys for Plaintiff / Class Representative

**SPEECH AND LANGUAGE DEVELOPMENT
CENTER, INC.**

Date: _____, 2023

By: _____
Adrienne Kessler, CEO

BROWNING|HOCKER

Date: _____, 2023

By: _____
William Browning
Attorneys for Defendant

LEBE LAW, APLC

Date: November 27, 2023

By:  _____
Jonathan M. Lebe
Attorneys for Plaintiff / Class Representative

COHELAN KHOURY & SINGER

Date: November 27, 2023

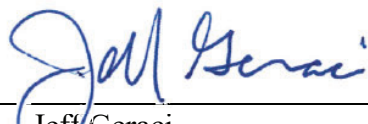
By:  _____
Jeff Geraci
Attorneys for Plaintiff / Class Representative

EXHIBIT 2

Superior Court of California, County of Orange
Ochoa vs. Speech and Language Development Center, Inc.
Case No. 30-2020-01143577-CU-OE-CXC

NOTICE OF CLASS ACTION SETTLEMENT

To: All non-exempt employees of Speech and Language Development Center, Inc., (“SLDC”) in California at any time from April 6, 2016 through March 13, 2020

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

If you are a Class Member, as described above, you are eligible for a payment from the Class Action Settlement.
You do not need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not have to do anything. Your check will be automatically mailed to you after the Court grants final approval of the Settlement. The amount of your Settlement Payment is shown on page 9 of this Notice. <u>NOTE:</u> You must keep a current address on file with the Settlement Administrator to ensure receipt of your check.
UPDATE YOUR ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct address. (A Change of Address Form and return envelope are enclosed with this Notice.)
EXCLUDE YOURSELF (“Opt Out”)	If you do not wish to participate in the Settlement, you can exclude yourself from the Settlement (that is, to opt out) and retain all rights you may have against SLDC for the Class Claims. However, PAGA does not allow individuals to opt out, so if you opt out, you will still receive your share of the PAGA Payment, and release your PAGA claims.
OBJECT	Write to the Court if you think the Settlement is not fair. You may speak in Court about why you think the Settlement is not fair. <u>NOTE:</u> If you ask to exclude yourself from the Settlement, you cannot also object.

- **THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM**
- **DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE**

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this Notice?Page
2. What is this Action about?Page
3. Who are the Parties in this Action and the Proposed Class Members?Page
4. Why is this a Class Action?Page
5. Who are the attorneys for Plaintiff and the Class?Page
6. Why is there a Settlement?Page

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?Page
8. How much will my Settlement Payment be?Page

HOW TO GET A PAYMENT

9. How can I get my Individual Settlement Payment?.....Page
10. What do I do if I think my information and/or number of Work Weeks are wrong?Page
11. When can I expect to receive my Individual Settlement Payment?.....Page
12. What am I giving up to get an Individual Settlement Payment?Page

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?Page
14. If I don't Opt Out of the Settlement, can I sue SLDC for the same thing later?Page
15. If I Opt Out, can I get money from this Settlement?Page

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I don't like the Settlement?Page
17. What's the difference between objecting and opting out of the Settlement?Page

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?Page
19. Do I have to come to the hearing?Page
20. May I appear and speak at the hearing?Page

GETTING MORE INFORMATION

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

ADDITIONAL IMPORTANT INFORMATION.....Page

EMPLOYEE INFORMATION SHEET.....Page

BASIC INFORMATION

1. **Why did I get this Notice?**

A proposed settlement of a class action lawsuit was reached between Plaintiff Julio Ochoa and Speech and Language Development Center, Inc. (“SLDC”) The Court in charge of this case granted preliminary approval of the Settlement. You received this Notice because you may be a member of the Class, defined as all persons employed by SLDC in California as non-exempt employees any time from April 6, 2016 to March 13, 2020.

This Notice explains the settlement of the class action lawsuit, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. **What is this Action about?**

The lawsuit is *Ochoa v. Speech and Language Development, Inc.* Case No. 30-2020-01143577-CU-OE-CXC, Superior Court of the State of California, County of Orange. (the “Action”). The Action alleges SLDC did not provide Class Members all wages, rest and meal breaks, all of which caused inaccurate wage statements, and violations of the Private Attorneys General Act (“PAGA”).

SLDC denies all allegations in the Action and contends it complied with California law at all times. Due to the COVID-19 Pandemic, SLDC was shut down by State order on March 13, 2020. Before it re-opened, it received Plaintiff’s notice of alleged violations and took steps to correct the alleged causes of the violations. The Settlement is not an admission of any wrongdoing by SLDC or an indication any law was violated.

3. **Who are the Parties in this Action and the Proposed Class Members?**

Speech and Language Development Center, Inc. (SLDC), a California Corporation, is the Defendant.

Plaintiff Julio Ochoa was employed in California by SLDC as a non-exempt Bus Aid in the Transportation Department from August 2012 to March 2020.

Class Members are defined as all non-exempt employees of SLDC in California at any time from April 6, 2016 through March 13, 2020. There are an estimated 268 members of the Class.

PAGA Members, a subgroup of the Class, are defined as all non-exempt employees of SLDC in California at any time from April 6, 2019 through March 13, 2020. There are an estimated 155 PAGA Members.

4. **Why is this a Class Action?**

In a class action, one or more people called Class Representatives (in this case, Julio Ochoa) sue on behalf of themselves and other people who they allege have similar claims. This group of people is called a “class.” Each person receiving this notice is a “Class Member” for purposes of this Settlement.

5. **Who are the attorneys for the Plaintiff and the Class?**

COHELAN KHOURY & SINGER

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605 “C” Street, Suite 200
San Diego, California 92101-5305
Telephone: (619) 595-3001

LEBE LAW, APLC

Jonathan M. Lebe/Zachary Gershman
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Los Angeles, California 90021
Telephone: (213) 444-1973

6. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or SLDC. There was no trial. Both sides agreed to settle the Action to avoid the cost and risks of a trial, and ensure Class Members get compensation from the Settlement.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?

Defendant agreed to pay \$750,000 (the “Gross Settlement Amount”). The Gross Settlement Amount includes all Settlement payments to Class Members and, subject to Court approval: (a) Settlement Administration Expenses not to exceed \$6,000, (b) Class Representative Service Payment up to \$5,000 to compensate Plaintiff for services undertaken on behalf of the Class, (c) Class Counsel Fees up to \$250,000, (d) Class Counsel Litigation Expenses up to \$12,500, (e) up to \$25,000 for civil penalties - \$18,750 (75%) paid to California’s Labor Workforce and Development Agency (“LWDA Payment”); and, \$6,250 (25%) paid to Class Members who worked from April 6, 2019 to March 13, 2020.

The exact amount of the attorneys’ fees, litigation costs, Class Representative Service Payment, and Settlement administration expenses will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement, the “Net Settlement,” estimated at \$451,500, will be apportioned and paid to Class Members who do not request to be excluded from the Settlement, (“Participating Class Members”). **Claim forms are not required.** Participating Class Members will receive a proportionate share of the Net Settlement Amount based on the number of Workweeks worked from April 6, 2016 to March 13, 2020. PAGA Members will receive a proportionate share of the \$6,250 (25% of \$25,000) PAGA Payment based on the number of pay periods worked from April 6, 2019 to March 13, 2020.

8. How much will my Individual Settlement Payment be?

The estimated amount of your Settlement Payment is shown on the Employment Information Sheet (Page 9). This is an estimate. The actual amount may be more or less depending on whether other Class Members opt out of the Settlement and how much the Court approves in attorneys’ fees, litigation expenses, and other costs.

HOW TO GET A PAYMENT

9. How can I get my Individual Settlement Payment?

If you do nothing, you will automatically receive your Individual Settlement Payment if the Court approves the Settlement. You must, however, notify the Settlement Administrator of any change in your name or mailing address if the name, or address to which this Notice was mailed, is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your mailing address. Your Settlement Payment will be mailed to the last known address it has on file for you.** You may call the Settlement Administrator at 1-8xx-xxx-xxxx. You may also contact attorneys for the Class. (See Paragraph 5).

10. What do I do if I think my information or Number of Work Weeks is wrong?

The amount of your Settlement Payment is based on the number of Workweeks you worked from April 6, 2016 to March 13, 2020. If you are a PAGA Member, your share of penalties will be based on the number of Pay Periods you worked from April 6, 2019 to March 13, 2020. The number of Workweeks and Pay Periods shown on the Employment Information Sheet (on page 9), was obtained from SLDC’s records. If you dispute the information your Settlement Payment is based on, you must return a written statement of the reasons you believe it is not correct, with any supporting documents you have, to the Settlement Administrator no later than

_____, 2023 [forty-five (45) days after the mailing of the Class Notice]. You should include any documents or other information supporting your belief the information in the Employment Information Sheet is not correct. Your written dispute should be signed by you, and include the case name, and case number, *Ochoa v. Speech and Language Development Center*, Case No. 30-2020-011443577-CU-OE-CXC. The Settlement Administrator will resolve disputes about the number of Workweeks based on SLDC's records, and any information you provide, subject to review by the Court.

11. When can I expect to receive my Individual Settlement Payment?

If you do not exclude yourself from the Settlement, and there are no objections submitted, your share of the Settlement will be mailed to you about 30 days after the Court grants final approval of the Settlement and enters judgment. ***Your share of the Settlement will be mailed to the address the Administrator has on file for you, which is the address where this Notice was mailed.*** If this address is not right, or if you move after you receive this Notice, you must inform the Settlement Administrator.

The Individual Settlement Payment will be characterized as 10% wages for which an IRS W-2 Form will be issued, and 45% penalties and 45% interest for which IRS 1099 Forms will be issued. Nothing in this Notice is advice about taxes or taxability. Each Participating Class Member may want to consult a tax advisor about the consequence of the Settlement payments.

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

After the Court approves the Settlement, unless you exclude yourself, you are staying in the Class and can't sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal issues in this Action. You will be bound by the judgment in this Action and you will "give up" or release these claims:

Released Claims: As of the date the Judgment becomes Final, all Participating Class Members will fully and finally release Defendant and the Released Parties from all claims or causes of action of any kind alleged in the Complaint, for (1) failure to pay minimum, regular, and overtime wages, (2) rest period violations, (3) meal period violations, (4) inaccurate wage statement violations, (5) failure to pay final wages, and (6) unfair business practices. The release of these claims shall be effective from April 6, 2016 through ~~July 19, 2021~~ **March 13, 2020** ("Released Class Claims"). PAGA Members will release claims for PAGA civil penalties for failure to provide all wages, meal periods, rest periods, accurate wage statements, and final wages from April 6, 2019 to ~~July 19, 2021~~ **March 13, 2020**, ("Released PAGA Claims") whether or not they submit a Request for Exclusion.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

If you do not want to participate in the Settlement for any reason, you may request to be excluded from the Settlement ("to opt out"). **If you opt out, you will not receive a Settlement Share payment**, and you will not be bound by the terms of the Settlement.

To opt out, you must complete and return the Request for Exclusion Form included with this Notice, or submit your own written, signed and dated Request for Exclusion, postmarked no later than _____, ~~2023~~ **2024** [forty-five (45) days after the date of the Notice] to the Settlement Administrator:

Speech and Language Development Center Class Action Settlement Administrator
c/o _____
P.O. BOX _____

The Request for Exclusion Form must include your full name, signature, last four digits of your social security number for verification purposes, and be dated. If you choose to submit your own Request for Exclusion, it must state in substance: “I want to be excluded from the Class in the *Ochoa v. Speech and Language Development Center* lawsuit, Case No. 30-2020-01143577-CU-OE-CXC. I understand by asking to be excluded, I will not receive a Settlement Share payment from the Settlement.” The request must state your full name, address, last four digits of your social security number for verification purposes, and it must be signed by you.

Opt out requests postmarked after _____, ~~2023~~2024 or that are incomplete or unsigned will be rejected, and you will remain bound by the Settlement, the Released Class Claims, and you will receive your Settlement Share payments.

If you Opt out of the Settlement, and worked anytime from April 6, 2019 through March 13, 2020, you will still receive a share of PAGA Penalties based on the number of Pay Period worked during that time, and will release PAGA claims.

14. If I don’t opt out of the Settlement, can I sue SLDC for the same thing later?

No. Unless you exclude yourself from this Action, you give up any right to sue SLDC for the claims settled in this Lawsuit. ***If you have a claim or lawsuit already against SLDC, speak to your lawyer in that case immediately.*** You must ask to exclude yourself from the Settlement, Opt Out, to continue your own lawsuit.

15. If I opt out, can I get money from this Settlement?

No. If you Opt Out of the settlement, you will not receive an Individual Settlement Payment. Your payment will go to Participating Class Members. But you may receive a share of the PAGA Penalties if you worked between April 6, 2019 and March 13, 2020.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don’t like the Settlement?

If you have not returned an opt out request and believe the Settlement should not be finally approved by the Court, you may object to any Settlement term either in person or in writing by completing and returning the enclosed Objection Form. The Objection Form must include your name, current mailing address, telephone number, last four digits of your social security number for verification purposes, reason(s) for objecting, and be dated. Include any documents to which support your objection.

You may also submit your own written objection. All written objections must state your name, current address, telephone number, ~~last~~ last four digits of your social security number for verification purposes, the reason(s) for the objection, and the name and number of the case, *Ochoa vs. Speech and Language Development Center, Inc.*, Case No. 30-2020-01143577-CU-OE-CXC~~..~~. Include any documents ~~to~~ which support your objection.

The written objection must be mailed to the Administrator on or before _____, 2023 [45 days of the initial mailing]. The Administrator’s mailing address and toll-free number are shown on the last page of this Notice.

You, or a lawyer at your expense, may also appear in person to discuss any objection with the Court, even if you have not submitted a written objection. The Final Approval Hearing is set for _____, 2023 at _____

a.m. in Dept. CX103 of the Superior Court of California, County of Orange to discuss your objections with the Court. The Court is located at 751 West Santa Ana Blvd., Santa Ana, California 92701.

If you wish to preserve your right to appeal if your valid objection is denied, you, or a lawyer on your behalf, must file formal papers with the Court intervening in the Action, before a final judgment is entered.

17. What's the difference between objecting and opting out of the Settlement?

Objecting is telling the Court you don't like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded, opting out, is telling the Court you don't want to be part of the Class or the Settlement. If you opt out, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to the Settlement, the Court will consider your objections when deciding whether to grant final approval to the Settlement. If you have submitted a timely written objection, you do not need to appear to discuss the objection with the Court.

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing in Department CX103 of the Superior Court of California, County of Orange, located at 751 West Santa Ana Blvd., Santa Ana, California 92701 on _____, 2023 at ____ a.m. The Court will determine whether the Settlement is fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and reimbursement of litigation costs, the Class Representative Service payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. However, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing. Should the Court grant Final Approval of the Settlement and Enter Judgment, the Court's Order approving the Settlement and the Judgment may be viewed on the Administrator's website, www._____.com.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. If you send an objection, you do not need to come to Court. If you mailed a written objection (Paragraph 16), the Court will consider it. You or your own lawyer, at your own expense, may also come to the hearing and discuss your objections with the Court.

20. May I appear and speak at the hearing?

Yes, but you cannot speak at the hearing if you have opted out of the Settlement.

GETTING MORE INFORMATION

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

This Notice is only a summary of the case and the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any of the papers filed in the Action, at the Filing Department of the Superior Court of California, County of Orange located at 700 W. Civic Center Drive, Santa Ana, California, 92702 during regular Court hours, from 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding Court Holidays.

You may also examine case records on the Court's website, <https://civilwebshopping.occourts.org/Search.do#searchAnchor>, by clicking on "Online Services," "Case Access," "Civil Case & Documents Access." Once you've read the Court's "Information Disclaimer" and clicked "Accept Terms," type case number "01143577" and year field "2020," confirm you are not a robot and click "search." The documents filed in this case are listed in the Register of Actions, many may be available to view at a minimal charge.

You may also contact the attorneys for the Plaintiff and the Class at the contact information listed above in Paragraph 5 if you have any questions about the Settlement. You may also contact the Settlement Administrator by calling toll free at [REDACTED] or by writing to the Administrator at the address in Paragraph 13.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
OR THE DEFENDANT, ITS SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT**

ADDITIONAL IMPORTANT INFORMATION

- A. **SLDC supports the Settlement** and will not retaliate in any manner against any Class Member who stays in the Class and receives an Individual Settlement Payment or requests to opt out of the Settlement.
- B. **It is your responsibility to ensure the Settlement Administrator** has your current mailing address and telephone number on file. This will be the address Individual Settlement Payment checks will be mailed.
- C. **Settlement Payment checks must be cashed soon after receipt.** Checks not cashed after 180 days of the date of issuance will be forwarded to California's State Controller, Unclaimed Property Division for further handling on behalf of the Class Member whose check was voided. If your check is lost or misplaced, immediately contact the Settlement Administrator and request a replacement.
- D. **Administrator's Address and Toll-Free Number**

Speech and Language Development Center Class Action Administrator
c/o _____
P. O. Box _____,
_____, CA 9____
Toll free: () _____

Superior Court of California, County of Orange
Ochoa vs. Speech and Language Development Center, Inc.
Case No. 30-2020-01143577-CU-OE-CXC

EMPLOYMENT INFORMATION SHEET

Class Member's Address on File with the Settlement Administrator:

Name: _____

Address: _____

City, State, Zip Code: _____

-
-
- The number of Workweeks you worked from April 6, 2016 through March 13, 2020, according to SLDC's records is _____.
 - The number of Pay Periods you worked from April 6, 2019 through March 13, 2020, according to SLDC's records is _____.

Based on the information above, it is estimated that if you do not opt out of the Settlement, you will receive an estimated \$_____, less applicable payroll taxes. The amount shown is an estimate. The actual amount you receive may be more or less than the estimate shown.

You do not have to take any action to receive your share of the Settlement. Your share of the Settlement will be mailed to you at the address shown above.

If your address has changed, or is different than the address shown above, you must notify the Settlement Administrator by returning the enclosed Change of Address Form to receive your Settlement Payment. You may also contact attorneys for Plaintiff and the Class, Cohelan Khoury & Singer at (619) 595-3001.

Please Note: On receipt of your Settlement Payment, it is highly recommended that it be deposited or cashed without delay. The check will be voided after 180 days and funds represented by uncashed checks will be forwarded to California's Secretary of State, Controller, Unclaimed Property Division for further handling.

EXHIBIT 3

Superior Court of California, County of Orange
Ochoa vs. Speech and Language Development Center, Inc.
Case No. 30-2020-01143577-CU-OE-CXC

NOTICE OF CLASS ACTION SETTLEMENT

To: All non-exempt employees of Speech and Language Development Center, Inc., (“SLDC”) in California at any time from April 6, 2016 through March 13, 2020

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

If you are a Class Member, as described above, you are eligible for a payment from the Class Action Settlement.
You do not need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not have to do anything. Your check will be automatically mailed to you after the Court grants final approval of the Settlement. The amount of your Settlement Payment is shown on page 9 of this Notice. <u>NOTE:</u> You must keep a current address on file with the Settlement Administrator to ensure receipt of your check.
UPDATE YOUR ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct address. (A Change of Address Form and return envelope are enclosed with this Notice.)
EXCLUDE YOURSELF (“Opt Out”)	If you do not wish to participate in the Settlement, you can exclude yourself from the Settlement (that is, to opt out) and retain all rights you may have against SLDC for the Class Claims. However, PAGA does not allow individuals to opt out, so if you opt out, you will still receive your share of the PAGA Payment, and release your PAGA claims.
OBJECT	Write to the Court if you think the Settlement is not fair. You may speak in Court about why you think the Settlement is not fair. <u>NOTE:</u> If you ask to exclude yourself from the Settlement, you cannot also object.

- **THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM**
- **DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE**

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this Notice?Page
2. What is this Action about?Page
3. Who are the Parties in this Action and the Proposed Class Members?Page
4. Why is this a Class Action?Page
5. Who are the attorneys for Plaintiff and the Class?Page
6. Why is there a Settlement?Page

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?Page
8. How much will my Settlement Payment be?Page

HOW TO GET A PAYMENT

9. How can I get my Individual Settlement Payment?.....Page
10. What do I do if I think my information and/or number of Work Weeks are wrong?Page
11. When can I expect to receive my Individual Settlement Payment?.....Page
12. What am I giving up to get an Individual Settlement Payment?Page

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?Page
14. If I don't Opt Out of the Settlement, can I sue SLDC for the same thing later?Page
15. If I Opt Out, can I get money from this Settlement?Page

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I don't like the Settlement?Page
17. What's the difference between objecting and opting out of the Settlement?Page

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?Page
19. Do I have to come to the hearing?Page
20. May I appear and speak at the hearing?Page

GETTING MORE INFORMATION

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

ADDITIONAL IMPORTANT INFORMATION.....Page

EMPLOYEE INFORMATION SHEET.....Page

BASIC INFORMATION

1. **Why did I get this Notice?**

A proposed settlement of a class action lawsuit was reached between Plaintiff Julio Ochoa and Speech and Language Development Center, Inc. (“SLDC”) The Court in charge of this case granted preliminary approval of the Settlement. You received this Notice because you may be a member of the Class, defined as all persons employed by SLDC in California as non-exempt employees any time from April 6, 2016 to March 13, 2020.

This Notice explains the settlement of the class action lawsuit, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. **What is this Action about?**

The lawsuit is *Ochoa v. Speech and Language Development, Inc.* Case No. 30-2020-01143577-CU-OE-CXC, Superior Court of the State of California, County of Orange. (the “Action”). The Action alleges SLDC did not provide Class Members all wages, rest and meal breaks, all of which caused inaccurate wage statements, and violations of the Private Attorneys General Act (“PAGA”).

SLDC denies all allegations in the Action and contends it complied with California law at all times. Due to the COVID-19 Pandemic, SLDC was shut down by State order on March 13, 2020. Before it re-opened, it received Plaintiff’s notice of alleged violations and took steps to correct the alleged causes of the violations. The Settlement is not an admission of any wrongdoing by SLDC or an indication any law was violated.

3. **Who are the Parties in this Action and the Proposed Class Members?**

Speech and Language Development Center, Inc. (SLDC), a California Corporation, is the Defendant.

Plaintiff Julio Ochoa was employed in California by SLDC as a non-exempt Bus Aid in the Transportation Department from August 2012 to March 2020.

Class Members are defined as all non-exempt employees of SLDC in California at any time from April 6, 2016 through March 13, 2020. There are an estimated 268 members of the Class.

PAGA Members, a subgroup of the Class, are defined as all non-exempt employees of SLDC in California at any time from April 6, 2019 through March 13, 2020. There are an estimated 155 PAGA Members.

4. **Why is this a Class Action?**

In a class action, one or more people called Class Representatives (in this case, Julio Ochoa) sue on behalf of themselves and other people who they allege have similar claims. This group of people is called a “class.” Each person receiving this notice is a “Class Member” for purposes of this Settlement.

5. **Who are the attorneys for the Plaintiff and the Class?**

COHELAN KHOURY & SINGER

Michael D. Singer / Jeff Geraci
605 “C” Street, Suite 200
San Diego, California 92101-5305
Telephone: (619) 595-3001

LEBE LAW, APLC

Jonathan M. Lebe/Zachary Gershman
777 S. Alameda Street, Second Floor
Los Angeles, California 90021
Telephone: (213) 444-1973

6. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or SLDC. There was no trial. Both sides agreed to settle the Action to avoid the cost and risks of a trial, and ensure Class Members get compensation from the Settlement.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?

Defendant agreed to pay \$750,000 (the “Gross Settlement Amount”). The Gross Settlement Amount includes all Settlement payments to Class Members and, subject to Court approval: (a) Settlement Administration Expenses not to exceed \$6,000, (b) Class Representative Service Payment up to \$5,000 to compensate Plaintiff for services undertaken on behalf of the Class, (c) Class Counsel Fees up to \$250,000, (d) Class Counsel Litigation Expenses up to \$12,500, (e) up to \$25,000 for civil penalties - \$18,750 (75%) paid to California’s Labor Workforce and Development Agency (“LWDA Payment”); and, \$6,250 (25%) paid to Class Members who worked from April 6, 2019 to March 13, 2020.

The exact amount of the attorneys’ fees, litigation costs, Class Representative Service Payment, and Settlement administration expenses will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement, the “Net Settlement,” estimated at \$451,500, will be apportioned and paid to Class Members who do not request to be excluded from the Settlement, (“Participating Class Members”). **Claim forms are not required.** Participating Class Members will receive a proportionate share of the Net Settlement Amount based on the number of Workweeks worked from April 6, 2016 to March 13, 2020. PAGA Members will receive a proportionate share of the \$6,250 (25% of \$25,000) PAGA Payment based on the number of pay periods worked from April 6, 2019 to March 13, 2020.

8. How much will my Individual Settlement Payment be?

The estimated amount of your Settlement Payment is shown on the Employment Information Sheet (Page 9). This is an estimate. The actual amount may be more or less depending on whether other Class Members opt out of the Settlement and how much the Court approves in attorneys’ fees, litigation expenses, and other costs.

HOW TO GET A PAYMENT

9. How can I get my Individual Settlement Payment?

If you do nothing, you will automatically receive your Individual Settlement Payment if the Court approves the Settlement. You must, however, notify the Settlement Administrator of any change in your name or mailing address if the name, or address to which this Notice was mailed, is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your mailing address. Your Settlement Payment will be mailed to the last known address it has on file for you.** You may call the Settlement Administrator at 1-8xx-xxx-xxxx. You may also contact attorneys for the Class. (See Paragraph 5).

10. What do I do if I think my information or Number of Work Weeks is wrong?

The amount of your Settlement Payment is based on the number of Workweeks you worked from April 6, 2016 to March 13, 2020. If you are a PAGA Member, your share of penalties will be based on the number of Pay Periods you worked from April 6, 2019 to March 13, 2020. The number of Workweeks and Pay Periods shown on the Employment Information Sheet (on page 9), was obtained from SLDC’s records. If you dispute the information your Settlement Payment is based on, you must return a written statement of the reasons you believe it is not correct, with any supporting documents you have, to the Settlement Administrator no later than

_____, 2023 [forty-five (45) days after the mailing of the Class Notice]. You should include any documents or other information supporting your belief the information in the Employment Information Sheet is not correct. Your written dispute should be signed by you, and include the case name, and case number, *Ochoa v. Speech and Language Development Center*, Case No. 30-2020-011443577-CU-OE-CXC. The Settlement Administrator will resolve disputes about the number of Workweeks based on SLDC's records, and any information you provide, subject to review by the Court.

11. When can I expect to receive my Individual Settlement Payment?

If you do not exclude yourself from the Settlement, and there are no objections submitted, your share of the Settlement will be mailed to you about 30 days after the Court grants final approval of the Settlement and enters judgment. ***Your share of the Settlement will be mailed to the address the Administrator has on file for you, which is the address where this Notice was mailed.*** If this address is not right, or if you move after you receive this Notice, you must inform the Settlement Administrator.

The Individual Settlement Payment will be characterized as 10% wages for which an IRS W-2 Form will be issued, and 45% penalties and 45% interest for which IRS 1099 Forms will be issued. Nothing in this Notice is advice about taxes or taxability. Each Participating Class Member may want to consult a tax advisor about the consequence of the Settlement payments.

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

After the Court approves the Settlement, unless you exclude yourself, you are staying in the Class and can't sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal issues in this Action. You will be bound by the judgment in this Action and you will "give up" or release these claims:

Released Claims: As of the date the Judgment becomes Final, all Participating Class Members will fully and finally release Defendant and the Released Parties from all claims or causes of action of any kind alleged in the Complaint, for (1) failure to pay minimum, regular, and overtime wages, (2) rest period violations, (3) meal period violations, (4) inaccurate wage statement violations, (5) failure to pay final wages, and (6) unfair business practices. The release of these claims shall be effective from April 6, 2016 through March 13, 2020 ("Released Class Claims"). PAGA Members will release claims for PAGA civil penalties for failure to provide all wages, meal periods, rest periods, accurate wage statements, and final wages from April 6, 2019 to March 13, 2020, ("Released PAGA Claims") whether or not they submit a Request for Exclusion.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

If you do not want to participate in the Settlement for any reason, you may request to be excluded from the Settlement ("to opt out"). **If you opt out, you will not receive a Settlement Share payment**, and you will not be bound by the terms of the Settlement.

To opt out, you must complete and return the Request for Exclusion Form included with this Notice, or submit your own written, signed and dated Request for Exclusion, postmarked no later than _____, 2024 [forty-five (45) days after the date of the Notice] to the Settlement Administrator:

Speech and Language Development Center Class Action Settlement Administrator
c/o _____
P.O. BOX _____
Costa Mesa, California 9_____

The Request for Exclusion Form must include your full name, signature, last four digits of your social security number for verification purposes, and be dated. If you choose to submit your own Request for Exclusion, it must state in substance: “I want to be excluded from the Class in the *Ochoa v. Speech and Language Development Center* lawsuit, Case No. 30-2020-01143577-CU-OE-CXC. I understand by asking to be excluded, I will not receive a Settlement Share payment from the Settlement.” The request must state your full name, address, last four digits of your social security number for verification purposes, and it must be signed by you.

Opt out requests postmarked after _____, 2024 or that are incomplete or unsigned will be rejected, and you will remain bound by the Settlement, the Released Class Claims, and you will receive your Settlement Share payments.

If you Opt out of the Settlement, and worked anytime from April 6, 2019 through March 13, 2020, you will still receive a share of PAGA Penalties based on the number of Pay Period worked during that time, and will release PAGA claims.

14. If I don’t opt out of the Settlement, can I sue SLDC for the same thing later?

No. Unless you exclude yourself from this Action, you give up any right to sue SLDC for the claims settled in this Lawsuit. ***If you have a claim or lawsuit already against SLDC, speak to your lawyer in that case immediately.*** You must ask to exclude yourself from the Settlement, Opt Out, to continue your own lawsuit.

15. If I opt out, can I get money from this Settlement?

No. If you Opt Out of the settlement, you will not receive an Individual Settlement Payment. Your payment will go to Participating Class Members. But you may receive a share of the PAGA Penalties if you worked between April 6, 2019 and March 13, 2020.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don’t like the Settlement?

If you have not returned an opt out request and believe the Settlement should not be finally approved by the Court, you may object to any Settlement term either in person or in writing by completing and returning the enclosed Objection Form. The Objection Form must include your name, current mailing address, telephone number, last four digits of your social security number for verification purposes, reason(s) for objecting, and be dated. Include any documents to which support your objection.

You may also submit your own written objection. All written objections must state your name, current address, telephone number, last four digits of your social security number for verification purposes, the reason(s) for the objection, and the name and number of the case, *Ochoa vs. Speech and Language Development Center, Inc.*, Case No. 30-2020-01143577-CU-OE-CXC. Include any documents which support your objection.

The written objection must be mailed to the Administrator on or before _____, 2023 [45 days of the initial mailing]. The Administrator’s mailing address and toll-free number are shown on the last page of this Notice.

You, or a lawyer at your expense, may also appear in person to discuss any objection with the Court, even if you have not submitted a written objection. The Final Approval Hearing is set for _____, 2023 at _____ a.m. in Dept. CX103 of the Superior Court of California, County of Orange to discuss your objections with the Court. The Court is located at 751 West Santa Ana Blvd., Santa Ana, California 92701.

If you wish to preserve your right to appeal if your valid objection is denied, you, or a lawyer on your behalf, must file formal papers with the Court intervening in the Action, before a final judgment is entered.

17. What's the difference between objecting and opting out of the Settlement?

Objecting is telling the Court you don't like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded, opting out, is telling the Court you don't want to be part of the Class or the Settlement. If you opt out, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to the Settlement, the Court will consider your objections when deciding whether to grant final approval to the Settlement. If you have submitted a timely written objection, you do not need to appear to discuss the objection with the Court.

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing in Department CX103 of the Superior Court of California, County of Orange, located at 751 West Santa Ana Blvd., Santa Ana, California 92701 on _____, 2023 at ____ a.m. The Court will determine whether the Settlement is fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and reimbursement of litigation costs, the Class Representative Service payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. However, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing. Should the Court grant Final Approval of the Settlement and Enter Judgment, the Court's Order approving the Settlement and the Judgment may be viewed on the Administrator's website, www._____.com.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. If you send an objection, you do not need to come to Court. If you mailed a written objection (Paragraph 16), the Court will consider it. You or your own lawyer, at your own expense, may also come to the hearing and discuss your objections with the Court.

20. May I appear and speak at the hearing?

Yes, but you cannot speak at the hearing if you have opted out of the Settlement.

GETTING MORE INFORMATION

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

This Notice is only a summary of the case and the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any of the papers filed in the Action, at the Filing Department of the Superior Court of California, County of Orange located at 700 W. Civic Center Drive, Santa Ana, California, 92702 during regular Court hours, from 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding Court Holidays.

You may also examine case records on the Court's website, <https://civilwebshopping.occourts.org/Search.do#searchAnchor>, by clicking on "Online Services," "Case Access," "Civil Case & Documents Access." Once you've read the Court's "Information Disclaimer" and clicked "Accept Terms," type case number "01143577" and year field "2020," confirm you are not a robot and

click “search.” The documents filed in this case are listed in the Register of Actions, many may be available to view at a minimal charge.

You may also contact the attorneys for the Plaintiff and the Class at the contact information listed above in Paragraph 5 if you have any questions about the Settlement. You may also contact the Settlement Administrator by calling toll free at [REDACTED] or by writing to the Administrator at the address in Paragraph 13.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
OR THE DEFENDANT, ITS SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT**

ADDITIONAL IMPORTANT INFORMATION

A. **SLDC supports the Settlement** and will not retaliate in any manner against any Class Member who stays in the Class and receives an Individual Settlement Payment or requests to opt out of the Settlement.

B. **It is your responsibility to ensure the Settlement Administrator** has your current mailing address and telephone number on file. This will be the address Individual Settlement Payment checks will be mailed.

C. **Settlement Payment checks must be cashed soon after receipt.** Checks not cashed after 180 days of the date of issuance will be forwarded to California’s State Controller, Unclaimed Property Division for further handling on behalf of the Class Member whose check was voided. If your check is lost or misplaced, immediately contact the Settlement Administrator and request a replacement.

D. **Administrator’s Address and Toll-Free Number**

Speech and Language Development Center Class Action Administrator
c/o _____
P. O. Box _____,
_____, CA 9____
Toll free: () _____

Superior Court of California, County of Orange
Ochoa vs. Speech and Language Development Center, Inc.
Case No. 30-2020-01143577-CU-OE-CXC

EMPLOYMENT INFORMATION SHEET

Class Member's Address on File with the Settlement Administrator:

Name: _____

Address: _____

City, State, Zip Code: _____

-
-
- The number of Workweeks you worked from April 6, 2016 through March 13, 2020, according to SLDC's records is _____.
 - The number of Pay Periods you worked from April 6, 2019 through March 13, 2020, according to SLDC's records is _____.

Based on the information above, it is estimated that if you do not opt out of the Settlement, you will receive an estimated \$_____, less applicable payroll taxes. The amount shown is an estimate. The actual amount you receive may be more or less than the estimate shown.

You do not have to take any action to receive your share of the Settlement. Your share of the Settlement will be mailed to you at the address shown above.

If your address has changed, or is different than the address shown above, you must notify the Settlement Administrator by returning the enclosed Change of Address Form to receive your Settlement Payment. You may also contact attorneys for Plaintiff and the Class, Cohelan Khoury & Singer at (619) 595-3001.

Please Note: On receipt of your Settlement Payment, it is highly recommended that it be deposited or cashed without delay. The check will be voided after 180 days and funds represented by uncashed checks will be forwarded to California's Secretary of State, Controller, Unclaimed Property Division for further handling.

EXHIBIT 4

COHELAN KHOURY & SINGER

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Jeff Geraci (SBN 151519)

jgeraci@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001

Facsimile: (619) 595-3000

LEBE LAW, APLC

Jonathan M. Lebe (SBN 284605)

jon@lebelaw.com

Zachary Gershman (SBN 328004)

zachary@lebelaw.com

777 S. Alameda Street, Second Floor

Los Angeles, CA 90021

Telephone: (213) 444-1973

Attorneys for Plaintiff Julio Ochoa, individually and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JULIO OCHOA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SPEECH AND LANGUAGE
DEVELOPMENT CENTER, INC.; and
DOES 1 through 25, inclusive

Defendants.

Case No. 30-2020-01143577-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:

The Honorable Lon F. Hurwitz

Department CX103

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: ~~June 16~~ December 8, 2023

Time: 1:30 p.m.

Dept: CX103

Judge: Lon F. Hurwitz

Complaint filed: June 18, 2020

Trial date: Not set

1 Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement
2 ("Motion") came on for hearing on ~~June 16~~December 8, 2023 in Department CX103 of the
3 above-captioned Court.

4 The Court, having fully reviewed the Motion, supporting Memorandum of Points and
5 Authorities, Declaration of Jonathan M. Lebe of Lebe Law, APLC, all Declarations of Jeff
6 Geraci of Cohelan Khoury & Singer, and Supplemental Briefing and Declarations, Amended
7 Settlement Agreement and Release of Class and Representative Action, (ROA #~~122-Exh.~~
8 ~~1~~,137), First Amendment to Settlement Agreement (ROA #TBD) (together, the "Settlement
9 Agreement"), proposed Notice of Class Action Settlement ("Class Notice"), Change of Address
10 Form, Request for Exclusion Form, and Objection Form attached as exhibits to the Settlement
11 Agreement, having carefully analyzed the Settlement Agreement and its exhibits, and in
12 recognition of the Court's duty to make a preliminary determination as to the reasonableness of
13 any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure
14 proper notice is provided to all Class Members in accordance with due process requirements,
15 and to set a Final Approval Hearing to consider the good faith, fairness, adequacy and
16 reasonableness of any proposed Settlement, THE COURT MAKES THE FOLLOWING
17 DETERMINATIONS AND ORDERS:

18 1. The Court conditionally finds, for the purpose of approving this settlement only,
19 the proposed Class meets the requirements of California Code of Civil Procedure section 382:
20 (a) the proposed Class is ascertainable and so numerous joinder of all Class Members is
21 impracticable; (b) there are questions of law or fact common to the proposed Class, and a well-
22 defined community of interest in the subject matter of the class action among Class Members;
23 (c) the claims of the Class Representative are typical of the claims of proposed Class Members;
24 (d) the Class Representative has and will adequately protect the interests of the Class Members;
25 (e) a class action is superior to other available methods for efficient adjudication of this
26 controversy in the settlement context; and (f) counsel of record for the Class Representative are
27 qualified to serve as counsel for the Class.

28 2. The Court finds on a preliminary basis that the Settlement Agreement,

1 incorporated by this reference in full, and made a part of this Order of preliminary approval,
2 appears to be within the range of reasonableness of a settlement which could ultimately be
3 given final approval by this Court.

4 3. It appears to the Court on a preliminary basis that: (a) the settlement amount is
5 fair and reasonable to Class Members when balanced against the probable outcome of further
6 litigation relating to class certification, liability and damages issues, and potential appeals;
7 (b) significant investigation, research, and informal discovery have been conducted and counsel
8 for the Parties are able to reasonably evaluate their respective positions; (c) settlement will
9 avoid substantial costs, delay and risks presented by further prosecution of the Action; and
10 (d) the proposed Settlement is the result of intensive, serious and non-collusive negotiations
11 between the Parties and facilitated by an experienced mediator.

12 4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary
13 Approval of Class Action Settlement is GRANTED, and as a part of preliminary approval, the
14 Court accepts and incorporates the Settlement Agreement in this Order and orders the Class be
15 conditionally certified for settlement purposes only pursuant to the terms and conditions of the
16 Agreement.

17 5. The Class is defined for purposes of the settlement of this Action, as: “all
18 persons employed by Defendant Speech and Language Development Center, Inc. in California
19 as non-exempt employees at any time from April 6, 2016 through March 13, 2020.”

20 6. The Court finds the proposed Notice of Class Action Settlement (“Class Notice”)
21 fairly and adequately advises Class Members of (a) the pendency of the Class Action;
22 (b) the conditional certification of the Class for settlement purposes only; (c) preliminary Court
23 approval of the proposed Settlement; (d) the date of the Final Approval Hearing; (e) the terms of
24 the proposed Settlement and benefits available to Class Members; (f) their right to receive a
25 proportionate share of the Net Settlement Amount without the need to return a claim form;
26 (g) their right to request exclusion from the settlement and the procedures and deadline for
27 doing so; (h) their right to object to, or file documents in opposition to the Settlement, and the
28 procedure for doing so; and (i) their right to appear at the Final Approval hearing. The Court

1 further finds that the Class Notice clearly comports with all constitutional requirements,
2 including those of due process. Accordingly, good cause appearing, the Court APPROVES the
3 Class Notice attached to this Order as Exhibit 1.

4 7. The Court further finds mailing of the Class Notice, Change of Address Form,
5 Request for Exclusion Form, Objection Form and pre-printed return envelope, (“Notice
6 Packet”), to the last known address of Class Members as described in the Settlement
7 Agreement, with the measures taken for verification of addresses and skip tracing set forth, is an
8 effective method of notifying Class Members of their rights with respect to the class action and
9 Settlement. Accordingly, it is ORDERED:

10 A. Simpluris, Inc. be appointed the Settlement Administrator to administer the
11 Settlement as more specifically set forth in the Settlement Agreement.

12 B. The law firms Cohelan Khoury & Singer and Lebe Law, APLC be appointed as
13 Class Counsel.

14 C. Plaintiff Julio Ochoa be appointed Class Representative.

15 D. Within fourteen (14) calendar days after entry of a Preliminary Approval Order,
16 Defendant shall transmit to the Settlement Administrator in a readable, ready to use electronic
17 excel format spreadsheet, the Class Data List showing for each member of the Class the
18 following information: name, most current or last known mailing address, telephone number(s)
19 and email address as indicated in Defendant’s records, social security number, dates of
20 employment, and the aggregate number of Workweeks, and aggregate number of Pay Periods

21 A.E. Within ten (10) business days after receipt of the Class Data List, the Settlement
22 Administrator shall mail to each Class Member a Notice Packet by first class, regular U.S. mail,
23 using the most current mailing address information available, with measures taken for updating
24 an address as provided by the terms of the Settlement Agreement. The exterior of the mailing
25 envelope shall include the following language below the Administrator’s address:

26 **IMPORTANT LEGAL DOCUMENT:**
27 **You may get Money from a Class Action**
28 **Settlement; your prompt reply to correct a**
 BAD address is required.

1 ##

2 **B.F.** On or before the Response Deadline [45 calendar days from the first date the
3 Settlement Administrator mails the Notice Packet to Class Members (“Response Deadline”)],
4 Class Members who wish to exclude themselves from the Class must postmark and submit ~~at the~~
5 ~~Request for Exclusion Form included with the Class Notice, or submit their own~~ written request
6 for exclusion, by the Response Deadline as set forth in the Class Notice. — The Response
7 Deadline is extended 15 calendar days for any Class Member re-mailed a Notice Packet by the
8 Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, then the
9 Response Deadline will be the next day the U.S. Postal Service is open.

10 **C.G.** On or before the Response Deadline, Class Members who dispute the number of
11 Workweeks must postmark and submit a written explanation to the Settlement Administrator
12 describing why the Workweeks are incorrect, with any supporting information, as set forth in
13 the Class Notice. The Response Deadline will be extended fifteen (15) calendar days for any
14 Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the
15 15th day falls on a Sunday or Federal holiday, then the Response Deadline will be the next day
16 the U.S. Postal Service is open.

17 **D.H.** On or before the Response Deadline, Class Members who wish to object to the
18 Settlement, should submit to the Settlement Administrator, ~~a Notice of Objection~~ **the Objection**
19 **Form included with the Class Notice, or submit their own written objection**, which must
20 include, (i) the objector’s full name, address, and last four digits of social security number; and
21 (ii) the basis for the objection. Class Members who do not submit written objections may appear
22 at the time of the Final Approval Hearing to comment upon the Settlement. The Response
23 Deadline will be extended fifteen (15) calendar days for any Class Member who is re-mailed a
24 Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal
25 holiday, then the Response Deadline will be the next day on which the U.S. Postal Service is
26 open.

27 8. IT IS FURTHER ORDERED the Final Approval Hearing shall be held before
28 the undersigned at ____ p.m. on _____, ~~2023~~2024, in Department CX103 of the Superior

1 Court for the State of California, County of Orange located in at 751 W. Santa Ana Blvd., Santa
2 Ana, California 92701, to consider the fairness, adequacy and reasonableness of the proposed
3 Settlement preliminarily approved by this Order of Preliminary Approval, and to consider
4 applications for a Service Payment award to the Plaintiff/Class Representative, Settlement
5 Administration expenses, and Class Counsel's attorneys' fees and costs. All briefs and materials
6 in support of an Order Granting Final Approval and Entering Judgment, Service Payment,
7 Settlement Administration Payment, and Class Counsel's attorneys' fees and costs shall be
8 filed sixteen (16) court days before the scheduled hearing.

9 9. All proceedings in this matter, except those contemplated by the Settlement
10 Agreement or this Order, are stayed.

11 10. The Court expressly reserves the right to adjourn or continue the Final Approval
12 Hearing from time to time without further notice to Class Members. Class Counsel is to provide
13 notice of any change in the hearing date to Class Members who have filed written objections.

14 IT IS SO ORDERED.

15
16 Date: _____

17 Hon. Lon F. Hurwitz
18 Judge of the Superior Court
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EXHIBIT 1

Superior Court of California, County of Orange
Ochoa vs. Speech and Language Development Center, Inc.
Case No. 30-2020-01143577-CU-OE-CXC

NOTICE OF CLASS ACTION SETTLEMENT

To: All non-exempt employees of Speech and Language Development Center, Inc., (“SLDC”) in California at any time from April 6, 2016 through March 13, 2020

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

If you are a Class Member, as described above, you are eligible for a payment from the Class Action Settlement.
You do not need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not have to do anything. Your check will be automatically mailed to you after the Court grants final approval of the Settlement. The amount of your Settlement Payment is shown on page 9 of this Notice. <u>NOTE:</u> You must keep a current address on file with the Settlement Administrator to ensure receipt of your check.
UPDATE YOUR ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct address. (A Change of Address Form and return envelope are enclosed with this Notice.)
EXCLUDE YOURSELF (“Opt Out”)	If you do not wish to participate in the Settlement, you can exclude yourself from the Settlement (that is, to opt out) and retain all rights you may have against SLDC for the Class Claims. However, PAGA does not allow individuals to opt out, so if you opt out, you will still receive your share of the PAGA Payment, and release your PAGA claims.
OBJECT	Write to the Court if you think the Settlement is not fair. You may speak in Court about why you think the Settlement is not fair. <u>NOTE:</u> If you ask to exclude yourself from the Settlement, you cannot also object.

- **THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM**
- **DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE**

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this Notice?Page
2. What is this Action about?Page
3. Who are the Parties in this Action and the Proposed Class Members?Page
4. Why is this a Class Action?Page
5. Who are the attorneys for Plaintiff and the Class?Page
6. Why is there a Settlement?Page

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?Page
8. How much will my Settlement Payment be?Page

HOW TO GET A PAYMENT

9. How can I get my Individual Settlement Payment?.....Page
10. What do I do if I think my information and/or number of Work Weeks are wrong?.....Page
11. When can I expect to receive my Individual Settlement Payment?.....Page
12. What am I giving up to get an Individual Settlement Payment?Page

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?Page
14. If I don't Opt Out of the Settlement, can I sue SLDC for the same thing later?Page
15. If I Opt Out, can I get money from this Settlement?Page

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I don't like the Settlement?Page
17. What's the difference between objecting and opting out of the Settlement?Page

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?Page
19. Do I have to come to the hearing?Page
20. May I appear and speak at the hearing?Page

GETTING MORE INFORMATION

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

ADDITIONAL IMPORTANT INFORMATION.....Page

EMPLOYEE INFORMATION SHEET.....Page

BASIC INFORMATION

1. **Why did I get this Notice?**

A proposed settlement of a class action lawsuit was reached between Plaintiff Julio Ochoa and Speech and Language Development Center, Inc. (“SLDC”) The Court in charge of this case granted preliminary approval of the Settlement. You received this Notice because you may be a member of the Class, defined as all persons employed by SLDC in California as non-exempt employees any time from April 6, 2016 to March 13, 2020.

This Notice explains the settlement of the class action lawsuit, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. **What is this Action about?**

The lawsuit is *Ochoa v. Speech and Language Development, Inc.* Case No. 30-2020-01143577-CU-OE-CXC, Superior Court of the State of California, County of Orange. (the “Action”). The Action alleges SLDC did not provide Class Members all wages, rest and meal breaks, all of which caused inaccurate wage statements, and violations of the Private Attorneys General Act (“PAGA”).

SLDC denies all allegations in the Action and contends it complied with California law at all times. Due to the COVID-19 Pandemic, SLDC was shut down by State order on March 13, 2020. Before it re-opened, it received Plaintiff’s notice of alleged violations and took steps to correct the alleged causes of the violations. The Settlement is not an admission of any wrongdoing by SLDC or an indication any law was violated.

3. **Who are the Parties in this Action and the Proposed Class Members?**

Speech and Language Development Center, Inc. (SLDC), a California Corporation, is the Defendant.

Plaintiff Julio Ochoa was employed in California by SLDC as a non-exempt Bus Aid in the Transportation Department from August 2012 to March 2020.

Class Members are defined as all non-exempt employees of SLDC in California at any time from April 6, 2016 through March 13, 2020. There are an estimated 268 members of the Class.

PAGA Members, a subgroup of the Class, are defined as all non-exempt employees of SLDC in California at any time from April 6, 2019 through March 13, 2020. There are an estimated 155 PAGA Members.

4. **Why is this a Class Action?**

In a class action, one or more people called Class Representatives (in this case, Julio Ochoa) sue on behalf of themselves and other people who they allege have similar claims. This group of people is called a “class.” Each person receiving this notice is a “Class Member” for purposes of this Settlement.

5. **Who are the attorneys for the Plaintiff and the Class?**

COHELAN KHOURY & SINGER

Michael D. Singer / Jeff Geraci
605 “C” Street, Suite 200
San Diego, California 92101-5305
Telephone: (619) 595-3001

LEBE LAW, APLC

Jonathan M. Lebe/Zachary Gershman
777 S. Alameda Street, Second Floor
Los Angeles, California 90021
Telephone: (213) 444-1973

6. **Why is there a Settlement?**

The Court did not decide in favor of Plaintiff or SLDC. There was no trial. Both sides agreed to settle the Action to avoid the cost and risks of a trial, and ensure Class Members get compensation from the Settlement.

THE TERMS OF THE SETTLEMENT

7. **What is the Settlement Amount?**

Defendant agreed to pay \$750,000 (the “Gross Settlement Amount”). The Gross Settlement Amount includes all Settlement payments to Class Members and, subject to Court approval: (a) Settlement Administration Expenses not to exceed \$6,000, (b) Class Representative Service Payment up to \$5,000 to compensate Plaintiff for services undertaken on behalf of the Class, (c) Class Counsel Fees up to \$250,000, (d) Class Counsel Litigation Expenses up to \$12,500, (e) up to \$25,000 for civil penalties - \$18,750 (75%) paid to California’s Labor Workforce and Development Agency (“LWDA Payment”); and, \$6,250 (25%) paid to Class Members who worked from April 6, 2019 to March 13, 2020.

The exact amount of the attorneys’ fees, litigation costs, Class Representative Service Payment, and Settlement administration expenses will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement, the “Net Settlement,” estimated at \$451,500, will be apportioned and paid to Class Members who do not request to be excluded from the Settlement, (“Participating Class Members”). **Claim forms are not required.** Participating Class Members will receive a proportionate share of the Net Settlement Amount based on the number of Workweeks worked from April 6, 2016 to March 13, 2020. PAGA Members will receive a proportionate share of the \$6,250 (25% of \$25,000) PAGA Payment based on the number of pay periods worked from April 6, 2019 to March 13, 2020.

8. **How much will my Individual Settlement Payment be?**

The estimated amount of your Settlement Payment is shown on the Employment Information Sheet (Page 9). This is an estimate. The actual amount may be more or less depending on whether other Class Members opt out of the Settlement and how much the Court approves in attorneys’ fees, litigation expenses, and other costs.

HOW TO GET A PAYMENT

9. **How can I get my Individual Settlement Payment?**

If you do nothing, you will automatically receive your Individual Settlement Payment if the Court approves the Settlement. You must, however, notify the Settlement Administrator of any change in your name or mailing address if the name, or address to which this Notice was mailed, is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your mailing address. Your Settlement Payment will be mailed to the last known address it has on file for you.** You may call the Settlement Administrator at 1-8xx-xxx-xxxx. You may also contact attorneys for the Class. (See Paragraph 5).

10. **What do I do if I think my information or Number of Work Weeks is wrong?**

The amount of your Settlement Payment is based on the number of Workweeks you worked from April 6, 2016 to March 13, 2020. If you are a PAGA Member, your share of penalties will be based on the number of Pay Periods you worked from April 6, 2019 to March 13, 2020. The number of Workweeks and Pay Periods shown on the Employment Information Sheet (on page 9), was obtained from SLDC’s records. If you dispute the information your Settlement Payment is based on, you must return a written statement of the reasons you believe it is not correct, with any supporting documents you have, to the Settlement Administrator no later than

_____, 2023 [forty-five (45) days after the mailing of the Class Notice]. You should include any documents or other information supporting your belief the information in the Employment Information Sheet is not correct. Your written dispute should be signed by you, and include the case name, and case number, *Ochoa v. Speech and Language Development Center*, Case No. 30-2020-011443577-CU-OE-CXC. The Settlement Administrator will resolve disputes about the number of Workweeks based on SLDC's records, and any information you provide, subject to review by the Court.

11. When can I expect to receive my Individual Settlement Payment?

If you do not exclude yourself from the Settlement, and there are no objections submitted, your share of the Settlement will be mailed to you about 30 days after the Court grants final approval of the Settlement and enters judgment. ***Your share of the Settlement will be mailed to the address the Administrator has on file for you, which is the address where this Notice was mailed.*** If this address is not right, or if you move after you receive this Notice, you must inform the Settlement Administrator.

The Individual Settlement Payment will be characterized as 10% wages for which an IRS W-2 Form will be issued, and 45% penalties and 45% interest for which IRS 1099 Forms will be issued. Nothing in this Notice is advice about taxes or taxability. Each Participating Class Member may want to consult a tax advisor about the consequence of the Settlement payments.

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

After the Court approves the Settlement, unless you exclude yourself, you are staying in the Class and can't sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal issues in this Action. You will be bound by the judgment in this Action and you will "give up" or release these claims:

Released Claims: As of the date the Judgment becomes Final, all Participating Class Members will fully and finally release Defendant and the Released Parties from all claims or causes of action of any kind alleged in the Complaint, for (1) failure to pay minimum, regular, and overtime wages, (2) rest period violations, (3) meal period violations, (4) inaccurate wage statement violations, (5) failure to pay final wages, and (6) unfair business practices. The release of these claims shall be effective from April 6, 2016 through ~~July 19, 2021~~ **March 13, 2020** ("Released Class Claims"). PAGA Members will release claims for PAGA civil penalties for failure to provide all wages, meal periods, rest periods, accurate wage statements, and final wages from April 6, 2019 to ~~July 19, 2021~~ **March 13, 2020**, ("Released PAGA Claims") whether or not they submit a Request for Exclusion.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

If you do not want to participate in the Settlement for any reason, you may request to be excluded from the Settlement ("to opt out"). **If you opt out, you will not receive a Settlement Share payment**, and you will not be bound by the terms of the Settlement.

To opt out, you must complete and return the Request for Exclusion Form included with this Notice, or submit your own written, signed and dated Request for Exclusion, postmarked no later than _____, ~~2023~~ **2024** [forty-five (45) days after the date of the Notice] to the Settlement Administrator:

Speech and Language Development Center Class Action Settlement Administrator
c/o _____
P.O. BOX _____

The Request for Exclusion Form must include your full name, signature, last four digits of your social security number for verification purposes, and be dated. If you choose to submit your own Request for Exclusion, it must state in substance: “I want to be excluded from the Class in the *Ochoa v. Speech and Language Development Center* lawsuit, Case No. 30-2020-01143577-CU-OE-CXC. I understand by asking to be excluded, I will not receive a Settlement Share payment from the Settlement.” The request must state your full name, address, last four digits of your social security number for verification purposes, and it must be signed by you.

Opt out requests postmarked after _____, ~~2023~~2024 or that are incomplete or unsigned will be rejected, and you will remain bound by the Settlement, the Released Class Claims, and you will receive your Settlement Share payments.

If you Opt out of the Settlement, and worked anytime from April 6, 2019 through March 13, 2020, you will still receive a share of PAGA Penalties based on the number of Pay Period worked during that time, and will release PAGA claims.

14. If I don’t opt out of the Settlement, can I sue SLDC for the same thing later?

No. Unless you exclude yourself from this Action, you give up any right to sue SLDC for the claims settled in this Lawsuit. ***If you have a claim or lawsuit already against SLDC, speak to your lawyer in that case immediately.*** You must ask to exclude yourself from the Settlement, Opt Out, to continue your own lawsuit.

15. If I opt out, can I get money from this Settlement?

No. If you Opt Out of the settlement, you will not receive an Individual Settlement Payment. Your payment will go to Participating Class Members. But you may receive a share of the PAGA Penalties if you worked between April 6, 2019 and March 13, 2020.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don’t like the Settlement?

If you have not returned an opt out request and believe the Settlement should not be finally approved by the Court, you may object to any Settlement term either in person or in writing by completing and returning the enclosed Objection Form. The Objection Form must include your name, current mailing address, telephone number, last four digits of your social security number for verification purposes, reason(s) for objecting, and be dated. Include any documents to which support your objection.

You may also submit your own written objection. All written objections must state your name, current address, telephone number~~7~~, last four digits of your social security number for verification purposes, the reason(s) for the objection, and the name and number of the case, *Ochoa vs. Speech and Language Development Center, Inc.*, Case No. 30-2020-01143577-CU-OE-CXC~~7~~. Include any documents~~to~~ which support your objection.

The written objection must be mailed to the Administrator on or before _____, 2023 [45 days of the initial mailing]. The Administrator’s mailing address and toll-free number are shown on the last page of this Notice.

You, or a lawyer at your expense, may also appear in person to discuss any objection with the Court, even if you have not submitted a written objection. The Final Approval Hearing is set for _____, 2023 at _____

a.m. in Dept. CX103 of the Superior Court of California, County of Orange to discuss your objections with the Court. The Court is located at 751 West Santa Ana Blvd., Santa Ana, California 92701.

If you wish to preserve your right to appeal if your valid objection is denied, you, or a lawyer on your behalf, must file formal papers with the Court intervening in the Action, before a final judgment is entered.

17. What's the difference between objecting and opting out of the Settlement?

Objecting is telling the Court you don't like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded, opting out, is telling the Court you don't want to be part of the Class or the Settlement. If you opt out, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to the Settlement, the Court will consider your objections when deciding whether to grant final approval to the Settlement. If you have submitted a timely written objection, you do not need to appear to discuss the objection with the Court.

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing in Department CX103 of the Superior Court of California, County of Orange, located at 751 West Santa Ana Blvd., Santa Ana, California 92701 on _____, 2023 at ____a.m. The Court will determine whether the Settlement is fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and reimbursement of litigation costs, the Class Representative Service payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. However, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing. Should the Court grant Final Approval of the Settlement and Enter Judgment, the Court's Order approving the Settlement and the Judgment may be viewed on the Administrator's website, www._____.com.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. If you send an objection, you do not need to come to Court. If you mailed a written objection (Paragraph 16), the Court will consider it. You or your own lawyer, at your own expense, may also come to the hearing and discuss your objections with the Court.

20. May I appear and speak at the hearing?

Yes, but you cannot speak at the hearing if you have opted out of the Settlement.

GETTING MORE INFORMATION

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

This Notice is only a summary of the case and the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any of the papers filed in the Action, at the Filing Department of the Superior Court of California, County of Orange located at 700 W. Civic Center Drive, Santa Ana, California, 92702 during regular Court hours, from 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding Court Holidays.

You may also examine case records on the Court's website, <https://civilwebshopping.occourts.org/Search.do#searchAnchor>, by clicking on "Online Services," "Case Access," "Civil Case & Documents Access." Once you've read the Court's "Information Disclaimer" and clicked "Accept Terms," type case number "01143577" and year field "2020," confirm you are not a robot and click "search." The documents filed in this case are listed in the Register of Actions, many may be available to view at a minimal charge.

You may also contact the attorneys for the Plaintiff and the Class at the contact information listed above in Paragraph 5 if you have any questions about the Settlement. You may also contact the Settlement Administrator by calling toll free at [REDACTED] or by writing to the Administrator at the address in Paragraph 13.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
OR THE DEFENDANT, ITS SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT**

ADDITIONAL IMPORTANT INFORMATION

- A. **SLDC supports the Settlement** and will not retaliate in any manner against any Class Member who stays in the Class and receives an Individual Settlement Payment or requests to opt out of the Settlement.
- B. **It is your responsibility to ensure the Settlement Administrator** has your current mailing address and telephone number on file. This will be the address Individual Settlement Payment checks will be mailed.
- C. **Settlement Payment checks must be cashed soon after receipt.** Checks not cashed after 180 days of the date of issuance will be forwarded to California's State Controller, Unclaimed Property Division for further handling on behalf of the Class Member whose check was voided. If your check is lost or misplaced, immediately contact the Settlement Administrator and request a replacement.
- D. **Administrator's Address and Toll-Free Number**

Speech and Language Development Center Class Action Administrator
c/o _____
P. O. Box _____,
_____, CA 9____
Toll free: () _____

Superior Court of California, County of Orange
Ochoa vs. Speech and Language Development Center, Inc.
Case No. 30-2020-01143577-CU-OE-CXC

EMPLOYMENT INFORMATION SHEET

Class Member's Address on File with the Settlement Administrator:

Name: _____

Address: _____

City, State, Zip Code: _____

-
- The number of Workweeks you worked from April 6, 2016 through March 13, 2020, according to SLDC's records is _____.
 - The number of Pay Periods you worked from April 6, 2019 through March 13, 2020, according to SLDC's records is _____.

Based on the information above, it is estimated that if you do not opt out of the Settlement, you will receive an estimated \$_____, less applicable payroll taxes. The amount shown is an estimate. The actual amount you receive may be more or less than the estimate shown.

You do not have to take any action to receive your share of the Settlement. Your share of the Settlement will be mailed to you at the address shown above.

If your address has changed, or is different than the address shown above, you must notify the Settlement Administrator by returning the enclosed Change of Address Form to receive your Settlement Payment. You may also contact attorneys for Plaintiff and the Class, Cohelan Khoury & Singer at (619) 595-3001.

Please Note: On receipt of your Settlement Payment, it is highly recommended that it be deposited or cashed without delay. The check will be voided after 180 days and funds represented by uncashed checks will be forwarded to California's Secretary of State, Controller, Unclaimed Property Division for further handling.

EXHIBIT 5