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Attorneys for Plaintiffs MARIA AYALA and ROSA HANDS

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

MARIA AYALA, individually, and on behalf of  
other members of the public similarly situated,  
and on behalf of other aggrieved employees  
pursuant to the California Private Attorneys  
General Act; ROSA HANDS, individually, and  
on behalf of other members of the public  
similarly situated, and on behalf of other  
aggrieved employees pursuant to the California  
Private Attorneys General Act;

Plaintiffs,

vs.

SDH SERVICES WEST, LLC, a Delaware  
limited liability company; SODEXO, INC., a  
Delaware corporation; and DOES 1 through 25,  
inclusive,

Defendants.

Case No. BCV-21-101933

Honorable Thomas S. Clark  
Department 17

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

Date: December 4, 2023  
Time: 8:30 a.m.  
Dept.: 17

Complaint Filed: August 20, 2021  
Trial Date: None Set

1 [PROPOSED] ORDER

2 On December 4, 2023 at 8:30 a.m. in Department 17 of the above-captioned Court located at  
3 1415 Truxtun Avenue, Bakersfield, California 93301, Plaintiffs Maria Ayala's and Rosa Hands'  
4 (together, "Plaintiffs") Renewed Motion for Preliminary Approval of Class Action Settlement came  
5 on for hearing before the Honorable Thomas S. Clark. Blackstone Law, APC appeared on behalf of  
6 Plaintiffs and Littler Mendelson P.C. appeared on behalf of Defendants SDH Services West, LLC and  
7 Sodexo, Inc. (together, "Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters  
9 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Renewed Motion for  
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation of Class Action Settlement  
13 ("Settlement," "Agreement," or "Settlement Agreement"), attached as Exhibit B to the Declaration of  
14 Jonathan M. Genish in Support of Plaintiffs' Renewed Motion for Preliminary Approval of Class  
15 Action Settlement. This is based on the Court's determination that the Settlement falls within the  
16 range of possible approval as fair, adequate, and reasonable.

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

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

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2 4. The Court preliminarily finds that the Settlement, including the allocations for  
3 attorneys' fees in an amount not to exceed \$200,000.00, reimbursement of litigation costs and  
4 expenses in an amount not to exceed \$20,000.00, Class Representative Service Awards in amounts  
5 not to exceed \$5,000.00 each to Plaintiffs Maria Ayala and Rosa Hands (for a total of \$10,000.00),  
6 and payments to the Settlement Class Members provided thereby, appear to be within the range of  
7 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the  
8 Court has reviewed the monetary recovery that is being granted as part of the Settlement and  
9 preliminarily finds that the monetary settlement awards made available to the Class Members are fair,  
10 adequate, and reasonable when balanced against the probable outcome of further litigation relating to  
11 certification, liability, and damages issues.

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

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

23 All individuals who worked for Defendant SDH Services West, LLC at  
24 Long Beach Memorial Medical Center as a non-exempt, hourly-paid  
25 employee at any time during the period from August 20, 2017 through June  
30, 2021, and who were terminated on June 30, 2021.

26 7. The Court provisionally appoints Jonathan M. Genish and Miriam L. Schimmel of  
27 Blackstone Law, APC as counsel for the Class ("Class Counsel").

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1           8.       The Court provisionally appoints Plaintiffs Maria Ayala and Rosa Hands as the  
2 representatives of the Class (“Class Representatives”).

3           9.       The Court provisionally appoints ILYM Group, Inc. to handle the administration of the  
4 Settlement (“Settlement Administrator”).

5           10.      Within fourteen (14) calendar days after entry of this Order, Defendants will provide  
6 the Settlement Administrator with the following information about each Class Member: full name; last  
7 known address; Social Security number; and total number of Compensable Workweeks (collectively  
8 referred to as the “Class Information”) in conformity with the Settlement Agreement.

9           11.      The Court approves, both as to form and content, the Notice of Class Action Settlement  
10 (“Class Notice”) attached hereto as **Exhibit A**. The Class Notice shall be provided to Class Members  
11 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to  
12 fully and accurately inform the Class Members of all material elements of the Settlement, of Class  
13 Members’ right to be excluded from the Settlement by submitting a Request for Exclusion, of Class  
14 Members’ right to dispute the Compensable Workweeks credited to each of them by submitting a  
15 dispute, and of each Settlement Class Member’s right and opportunity to object to the Settlement by  
16 submitting a Notice of Objection to the Settlement Administrator. The Court further finds that  
17 distribution of the Class Notice substantially in the manner and form set forth in the Settlement  
18 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order,  
19 meet the requirements of due process and shall constitute due and sufficient notice to all persons  
20 entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by  
21 First-Class U.S. Mail to all Class Members within ten (10) calendar days of receipt of the Class  
22 Information, pursuant to the terms set forth in the Settlement Agreement.

23           12.      The Court hereby preliminarily approves the proposed procedure, set forth in the  
24 Settlement Agreement, for seeking exclusion from and objecting to the Settlement. Class Members  
25 will have sixty (45) calendar days from the initial mailing of the Class Notice (“Response Deadline”)  
26 to submit a Request for Exclusion, Notice of Objection, or dispute regarding the number of  
27 Compensable Workweeks stated in their respective Class Notice, as set forth in the Settlement. In the  
28 case of a re-mailed Class Notice, the Response Deadline will be extended ten (10) calendar days from

1 the original Response Deadline. Any such person who timely and validly chooses to opt out of, and  
2 be excluded from, the Settlement will not be entitled to any recovery under the Settlement and will  
3 not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class  
4 Members who have not submitted a valid and timely Request for Exclusion (i.e., Settlement Class  
5 Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

6 13. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_,  
7 2024 at \_\_\_\_\_ a.m./p.m. in Department 17 of the Kern County Superior Court, located at 1415  
8 Truxtun Avenue, Bakersfield, California 93301, to determine all necessary matters concerning the  
9 Settlement, including: whether the proposed settlement of the action on the terms and conditions  
10 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the  
11 Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan  
12 of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the  
13 Settlement Class Members; and determine whether to approve the requests for the Attorneys' Fees  
14 and Expenses, Class Representative Service Awards, and Settlement Administration Costs.

15 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
16 Fees and Expenses, Class Representative Service Awards, and Settlement Administration Costs, along  
17 with the appropriate declarations and supporting evidence, including the Settlement Administrator's  
18 declaration, by \_\_\_\_\_, to be heard at the Final Approval Hearing.

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

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1           16.     The Court reserves the right to adjourn or continue the date of the Final Approval  
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
3 Members and retains jurisdiction to consider all further applications arising out of or connected with  
4 the Settlement.

5           **IT IS SO ORDERED.**

6 Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Thomas S. Clark  
Judge of the Superior Court

# **EXHIBIT A**

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

*(Maria Ayala; Rosa Hands v. SDH Services West, LLC, et al.,  
Kern County Superior Court Case No. BCV-21-101933)*

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*The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Defendants SDH Services West, LLC (“SDH”) and/or Sodexo, Inc. (“Sodexo”) (together, “Defendants”) for alleged wage and hour violations. The Action was filed by former SDH employees Maria Ayala and Rosa Hands (“Plaintiffs”) and seeks payment of alleged unpaid wages and other relief for all individuals who worked for Defendant SDH Services West, LLC at Long Beach Memorial Hospital as a non-exempt, hourly-paid employee at any time during the period August 20, 2017 through June 30, 2021, and who were terminated on June 30, 2021 (“Class” or “Class Members”). The “Class Period” is defined as the period from August 20, 2017 through June 30, 2021.

Based on SDH’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$\_\_\_\_\_ (less applicable taxes and withholdings)**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimate is based on SDH’s records showing that **you worked \_\_\_\_\_workweeks** during which you performed a week of work in the Class Period (“Compensable Workweeks”). In the case of any partial workweek, that workweek will be rounded to the nearest whole number, including without limitation, zero. If you believe that you worked more Compensable Workweeks during the Class Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys. The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for SDH during the Class Period, you have two options under the Settlement:

1. **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Settlement Class Member, though, you will give up your right to assert the claims against Defendants premised on purported violations during the Class Period.

2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Settlement (opt-out) by timely submitting to the Settlement Administrator a written Request for Exclusion with all of the requisite information identified in Section 6 of this Notice. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue the claims against Defendants that would otherwise be released if you did not opt-out of the Settlement.

**Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.**

## **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                         | If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement. See Section 9 of this Notice.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>You Can Opt-out of the Settlement</b><br><br><b>The Opt-out Deadline is [REDACTED]</b>                                     | If you don't want to fully participate in the proposed Settlement, you can opt-out of the Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Settlement Payment and you cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.                                                                                                                                                                                                                                                                                                                                                    |
| <b>Settlement Class Members Can Object to the Settlement</b><br><br><b>Written Objections Must be Submitted by [REDACTED]</b> | All Class Members who do not submit a valid and timely Request for Exclusion ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice. |
| <b>You Can Participate in the [REDACTED] Final Approval Hearing</b>                                                           | The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.                                                                                                                                                                                                                                                                                               |

|                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>You Can Challenge the Calculation of Your Compensable Workweeks</b></p> <p><b>Written Challenges Must be Submitted by</b></p> | <p>The amount of your Individual Settlement Payment depends on how many Compensable Workweeks you worked during the Class Period. The number of Compensable Workweeks you worked according to SDH’S records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [REDACTED]. See Section 4 of this Notice.</p> |
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## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former SDH employees. The Action accuses SDH of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest premiums (based on failure to provide lawful meal and rest periods), vested vacation wages, wages due upon separation, and timely payment of all wages and failing to provide accurate itemized wage statements and payroll records. Plaintiffs are represented by the attorneys at Blackstone Law, APC (“Class Counsel”).

SDH strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether SDH or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and SDH hired a well-respected private mediator in an effort to resolve the Action by negotiating an end to the case by agreement (i.e., a settlement) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Settlement” or “Settlement Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, Plaintiffs and SDH have negotiated the proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, SDH does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SDH has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. SDH Will Pay \$616,860 as the “Maximum Settlement Amount.” SDH has agreed to deposit the Maximum Settlement Amount into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Maximum Settlement Amount to pay, among other things, the Individual Settlement Payments, Class Representative Service Awards, Class Counsel’s attorney’s fees and expenses, and the Settlement Administrator’s fees and expenses. Assuming the Court grants Final Approval,

SDH will fund the Maximum Settlement Amount not more than 10 business days after it receives notice that the Judgment entered by the Court has become final or the Settlement Administrator provides SDH the information needed to transfer the funds, whichever is later. The Judgment will be final on the date upon which the time for appeal of the Court's entry of Judgment expires, or if the Judgment is timely appealed, the date of final resolution of any appeal of the Judgment.

2. Court Approved Deductions from the Maximum Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$200,000 to Class Counsel for attorneys' fees and up to \$20,000 for their litigation costs and expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$5,000 to each named Plaintiff as a Class Representative Service Award for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Settlement Payments.
  - C. Up to \$10,000 to the Settlement Administrator for services administering the Settlement.

Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Settlement Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Maximum Settlement Amount (the "Net Settlement Amount") by making Individual Settlement Payments to Settlement Class Members based on their Compensable Workweeks.
4. Taxes Owed on Individual Settlement Payments to Settlement Class Members. Plaintiffs and SDH are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages ("Wage Portion"), forty percent (40%) as non-wage interest, and forty percent (40%) as non-wage penalties (together, "Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. All employer payroll taxes SDH owes on the Wage Portion will also be paid from the Maximum Settlement Amount. The Non-Wage Portion is not subject to withholdings and will be reported on IRS 1099 Form (if applicable).

Although Plaintiffs and SDH have agreed to these allocations, neither side is giving you any advice on whether your Individual Settlement Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Individual Settlement Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the money represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
7. Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion, Notices of Objection, and challenges to Compensable Workweeks. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.
8. Settlement Class Members' Release. Upon the Effective Date, and upon the Settlement Administrator's receipt of the Maximum Settlement Amount from Defendants, Plaintiffs and all Class Members who have not timely opted out of the settlement shall release Defendants and their insurers, parents, subsidiaries, affiliated companies, charitable organizations, partners, trustees, directors, officers, clients, agents, servants and employees, past and present and each of them ("Released Parties") of all claims, demands, rights, liabilities, and/or causes of action of any nature and discretion whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, that have been asserted or that might have been asserted based on the facts and claims alleged in the operative Complaint and arising during the period from and including August 20, 2017 through June 30, 2021 for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties (including without limitation waiting time penalties under Labor Code section 203), restitution, interest, liquidated damages, attorneys' fees, or costs, or any other recovery based on or arising out of the claims and allegations alleged in the Lawsuit, including under the California Labor Code and corresponding provisions of Wage Orders, for: (1) Failure to Pay Wages Including Overtime; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Vested Vacation Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay Wages Upon Termination; (8) Unfair Competition; and (8) any and all corresponding claims that could have been brought under California law based on the facts and claims alleged in the operative Complaint during the Class Period, including claims for failure to pay wages (including overtime or premium wages).

#### 4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Settlement Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Compensable Workweeks for all Settlement Class Members, and (b) multiplying the result by the number of Compensable Workweeks worked by each individual Settlement Class Member. Any Class Member who previously settled and released their claims in the matter of *Geoffrey Gross and Leonard Pinckney v. Sodexo, Inc., et al.*, Kern County Superior Court Case No. BCV-18-101746, will have their workweeks released in that settlement excluded from their payout calculation in this matter.
2. Compensable Workweeks Challenges. The number of Compensable Workweeks you worked during the Class Period, as recorded in SDH's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Compensable Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email, or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept SDH's calculation of Compensable Workweeks based on SDH's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Compensable Workweeks challenges based on your submission and on input from Class Counsel and SDH's counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### 5. HOW WILL I GET PAID?

1. Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn't opt-out) in the amount of the Settlement Class Member's Individual Settlement Payment.

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.**

#### 6. HOW DO I OPT-OUT OF THE SETTLEMENT?

Submit a written request to opt out of, or exclude oneself from the Settlement ("Request for Exclusion"). A Request for Exclusion must: (1) contain your name, address, telephone number, and last four digits of your Social Security Number; (2) be signed by you; and (3) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The Settlement Administrator will exclude you based on any writing communicating your request to be excluded that contains the foregoing information. Be sure to personally sign your request and identify the Action as *Maria Ayala; Rosa Hands v. SDH Services West, LLC., et al.* You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your**

**Request for Exclusion by [REDACTED], or it will be invalid.** Section 9 of this Notice has the Settlement Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing on [REDACTED], 2024, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Expenses and Class Representative Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation costs and expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website

[url] or the Court's website <https://www.kern.courts.ca.gov/>

A Settlement Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval, and/or Motion for Attorneys' Fees and Expenses and Class Representative Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections ("Notice of Objection") to the Settlement Administrator is [REDACTED].** A Notice of Objection must: (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. Make sure you identify the Action *Maria Ayala; Rosa Hands v. SDH Services West, LLC, et al.*. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, you can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at (time) in Department 17 of the Kern County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, CA 93301. At the Final Approval Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom (<https://www.kern.courts.ca.gov/online-services/remote-court-hearings>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ( ) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Settlement Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment, or any other Settlement documents is to go to the Settlement Administrator's website at . You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.kern.courts.ca.gov/online-services/case-information-search> and entering the Case Number for the Action, Case No. BCV-21-101933. You can also make an appointment to personally review court documents in the Clerk's Office at the Metropolitan Division Justice Building by calling (661) 868-3588.

### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

#### Class Counsel:

Jonathan M. Genish  
Miriam L. Schimmel  
BLACKSTONE LAW, APC  
8383 Wilshire Blvd., Suite 745  
Beverly Hills, CA 90211  
(310) 622-4278

#### Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

## **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

## **11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.