



FILED
San Francisco County Superior Court

JAN 20 2026

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5258
Case No. CJC-22-005258

**ALTUM SENIOR LIVING WAGE AND
HOUR CASES**

**ORDER GRANTING MOTION FOR FINAL
APPROVAL AND FOR ATTORNEY'S
FEES, COSTS, AND SERVICE AWARDS**

The Included Actions:

*PALOMA ORTIZ CRUZ, et al. v. ALTUM
SENIOR LIVING, LLC, et al.*, San Francisco
Superior Court, Case No. CGC-21-595150

*KYLEE VALDIES, et al. v. ALTUM SENIOR
LIVING LLC, et al.*, San Diego Superior Court,
Case No. 37-2021-00032142-CU-OE-CTL

Before the court is an unopposed motion by plaintiffs Kylee Valdies and Paloma Ortiz Cruz (plaintiffs) for final approval of the settlement of putative class and PAGA claims reached with defendants Altum Senior Living, LLC and Crescendo Senior Living LLC (defendants), and their accompanying unopposed motion for an award of attorney's fees, reimbursement of litigation expenses, and service awards. The motion came on for hearing on December 22, 2025, at 11:00 a.m. in Department 613, the Honorable Jeffrey S. Ross presiding. Benjamin Haber (Wilshire Law Firm) appeared for plaintiff. Diane Marie O'Malley (Hanson Bridgett LLP) appeared for defendants Altum Senior Living, LLC and Crescendo Senior Living LLC (erroneously sued as Crescendo Senior Living of Placentia).

1 No class members or aggrieved employees submitted advance written objections or otherwise appeared at
2 the hearing. IT IS HEREBY ORDERED that the motion for final approval and for attorney's fees, costs,
3 and service awards is GRANTED with an award of \$129,375.00 in attorney's fees, \$25,000.00 in costs,
4 and a service award of \$1,000.00 for plaintiff Valdies and \$3,000.00 for plaintiff Ortiz Cruz. A
5 compliance hearing is reserved for **April 27, 2026, at 10:30 a.m.** with a compliance statement that
6 includes an accounting of funds and disbursements due no later than **April 20, 2026**. IT IS FURTHER
7 ORDERED:

- 8 1. Except as otherwise specified here, the court adopts and incorporates by reference the terms
9 and definitions of the Fifth Amended Class and PAGA Settlement and Release Agreement
10 ("SA") (attached hereto as **Exhibit 1**).
- 11 2. The following Settlement Class is certified for settlement purposes: all current and former
12 employees of Defendant Altum who performed work for Defendants as non-exempt, hourly-
13 paid employees in California at any time during the Class Period (from July 28, 2017, through
14 December 8, 2022). (SA, §§ 1.5, 1.7.)
- 15 3. The following Aggrieved Employees class is certified for settlement purposes: all current and
16 former employees of Defendant Altum on whose behalf Plaintiff Ortiz sought civil penalties
17 under the Labor Code Private Attorneys General Act of 2024 (Cal. Lab. Code §§ 2698, et seq.,
18 "PAGA") who worked for Defendant Altum as non-exempt, hourly paid employees at any
19 time during the PAGA Period (from September 14, 2020 through December 8, 2022). (SA, §§
20 1.2, 1.28.)
- 21 4. The court finds that the Settlement Class meets the requirements for certification under Code
22 of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and
23 ascertainable; (2) there are predominant common questions of law or fact; (3) plaintiff's claims
24 are typical of the claims of the members of the proposed Settlement Class; and (4) a class
25 action is superior to other methods to efficiently adjudicate this controversy.
- 26 5. No class members objected, opted out or requested exclusion.
- 27 6. The notice (attached hereto as **Exhibit A**) and plan of distribution approved by this court met
28

1 the requirements of due process and constituted the best notice practicable under the
2 circumstances. As set forth in the declaration of Lindsay Romo, Simplurius Inc. ("Simpluris")
3 distributed notice in compliance with this court's preliminary approval order and the
4 Settlement Agreement.

5 The court finds the administration process to date was adequate and comported with due
6 process.

- 7 7. The court hereby approves payment of administration expenses to Simplurius in the amount of
8 \$9,000.00. Simplurius shall continue to serve as settlement administrator and shall, *inter alia*,
9 disburse payments in accordance with the terms of the Settlement Agreement and this final
10 approval order.
- 11 8. The court has considered the *Dunk/Kullar factors* and the circumstances surrounding the
12 settlement and finally approves the settlement as a fair, adequate, and reasonable settlement.
- 13 9. For settlement purposes only, Kylee Valdies and Paloma Ortiz Cruz are appointed as class
14 representatives.
- 15 10. Kylee Valdies and Paloma Ortiz Cruz each requested a service award of \$5,000, but the court
16 finds that the evidence is insufficient to justify a service award in that amount, based on the
17 limited evidence presented, considering the pertinent criteria (*Cellphone Termination Fee*
18 *Cases* (20100 186 Cal.App.4th 1380, 1394-95), and average settlement payment for class
19 members. In the declaration submitted by Valdies, she stated she spent over 18 hours over the
20 course of four years. Her supplemental declaration did not indicate that she participated in
21 mediation or sat for any depositions. Under the circumstances, the court approves a more
22 reasonable service award in the amount of \$1,000. In the declaration submitted by Ortiz Cruz,
23 she stated she spent 45 hours. Her supplemental declaration did not indicate that she
24 participated in mediation or sat for any depositions. Under the circumstances, the court
25 approves a more reasonable service award in the amount of \$3,000.
- 26 11. For settlement purposes only, Wilshire Law Firm and Lawyers for Justice, PC are appointed as
27 Class Counsel.
- 28

12. The court awards attorney's fees to Class Counsel in the amount of \$129,375.00 or 25% of the settlement fund. 55% shall be allocated to Lawyers *for* Justice, P.C., and 45% shall be allocated to Wilshire Law Firm. (SA, § 4.3.) In making this award, the court considered the following factors: (1) the results obtained by Class Counsel in this case; (2) the risks and legal issues involved in this case; (3) the fee's contingency upon success; (4) the range of awards made in similar cases and (5) the time spent and work performed in litigating the case.
13. The court authorizes reimbursement of class counsels' litigation expenses in the amount of \$25,000.00, consisting of filing and service expenses, expenses for chambers' copies, expert consulting fees, and the mediation fee. Given that the actual expenses exceeded the cap in the settlement agreement, counsel agreed to a pro rata division of costs based on the actual costs incurred, with 63% or \$15,750.00 to Wilshire Law Firm, PLC, and 37% or \$9,250.00 to Lawyers *for* Justice, P.C.
14. The Court reserves a compliance hearing for **April 27, 2026, at 10:30 a.m.** No later than **April 20, 2026**, the parties shall submit a compliance statement setting forth disbursements made, a summary accounting, the number and value of any uncashed settlement checks, and any other matters the parties need to bring to the court's attention. The compliance statement must be accompanied by a declaration from a representative of Simplurius.
15. Class Counsel shall serve this order and the judgment upon the LWDA within 5 court days.
16. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules of Court—and without impacting the finality of this order—the court retains jurisdiction over plaintiffs, all members of the Settlement Class, and defendant for the purpose of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this order.

Dated: January 20, 2026


JEFFREY S. ROSS
Judge of the Superior Court

Exhibit 1

FIFTH AMENDED CLASS AND PAGA ACTION SETTLEMENT AND RELEASE
AGREEMENT

Plaintiffs Kylee Valdies (“Plaintiff Valdies”) and Paloma Ortiz Cruz (“Plaintiff Ortiz”) (together, Plaintiff Valdies and Plaintiff Ortiz are referred to as “Plaintiffs”), on the one hand, and Defendants Altum Senior Living (“Altum”) LLC and Crescendo Senior Living LLC erroneously sued as Crescendo Senior Living of Placentia (“Crescendo”) (together Altum and Crescendo are referred to as “Defendants”), on the other hand (collectively, Plaintiffs and Defendants are referred to as the “Parties” and individually they are referred to as “Party”). Pursuant to the Paragraph 10.9 of the Fourth Amended Class and PAGA Action Settlement and Release Agreement executed on October 20, 2023, the Parties hereby amend and supplant the Fourth Amended Class and PAGA Action Settlement and Release Agreement and enter into this Fifth Amended Class and PAGA Action Settlement and Release Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) subject to the Court’s approval by the Court, under the following terms and conditions:

1. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

1.1. “**Actions**” means *Paloma Ortiz Cruz v. Altum Senior Living, LLC*, originally filed on November 24, 2021 and assigned Superior Court of California, County of San Francisco Case No. CGC-21-596812 (“*Ortiz PAGA Action*”) (which was dismissed on April 13, 2023 after amendment of the operative complaint in the *Ortiz Class Action* was amended to consolidate the claims in the *Ortiz PAGA Action* and *Ortiz Class Action*) and both of the following civil actions which have been coordinated under Judicial Council Coordination Proceeding No. 5258 (Superior Court of California, County of San Francisco Case No. CJC-22-005258): *Kylee Valdies v. Altum Senior Living, LLC and Crescendo Senior Living of Placentia*, originally filed on July 28, 2021 and assigned Superior Court of California, County of San Diego Case No. 37-2021-00032142 (“*Valdies Action*”), and *Paloma Ortiz Cruz v. Altum Senior Living, LLC*, originally filed on

September 10, 2021 and assigned Superior Court of California, County of San Francisco Case No.CGC-21-595150 (“*Ortiz Class Action*”).

1.2. “**Aggrieved Employees**” means all current and former employees of Defendant Altum on whose behalf Plaintiff Ortiz sought civil penalties under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., “PAGA”) who worked for Defendant Altum as non-exempt, hourly paid employees at any time during the PAGA Period.

1.3. “**Attorneys’ Fees and Costs**” shall mean attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all actual costs incurred and to be incurred by Class Counsel with respect to the Actions, as set forth in Paragraph 4.3 below.

1.3 “**Class Counsel**” means Arby Aiwazian, Esq., Joanna Ghosh, Esq., and Yasmin Hosseini, Esq. of Lawyers *for* Justice, PC, counsel for Plaintiff Kylee Valdies, and Benjamin H. Haber, Esq. and Chase M. Stern, Esq. of Wilshire Law Firm, counsel for Plaintiff Paloma Ortiz Cruz.

1.4 “**Class List**” means a complete list of all Class Members and Aggrieved Employees that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member and Aggrieved Employee’s full name, last known mailing address, Social Security Number, Workweeks during the Class Period, start and end dates of employment by Defendant Altum during the Class Period, Workweeks during the PAGA Period, start and end dates of employment by Defendant Altum during the PAGA Period, and such other information and data as necessary for the Settlement Administrator to independently calculate the Workweeks (as defined and provided herein).

1.5 “**Class Members**” or “**Class**” means all current and former employees of Defendant Altum who performed work for Defendants as non-exempt, hourly-paid employees in California at any time during the Class Period. Defendants represent that as of May 4, 2023, there are approximately 443 Class Members.

1.6 **“Class Notice”** means the Notice of Class Action Settlement to be provided to Class Members, in substantially the form hereto as **“Exhibit A,”** and as approved by the Court. The Class Notice will be provided in English, Spanish, and Tagalog.

1.7 **“Class Period”** means the period of time from July 28, 2017 through December 8, 2022.

1.8 **“Class Representative Enhancement Award(s)”** mean the amount(s) that the Court authorizes to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the Actions, as set forth in Paragraph 4.2 below.

1.9 **“Class Settlement”** means the settlement and release of the Released Class Claims.

1.10 **“Complaints”** means the operative complaints in the Actions.

1.11 **“Court”** means the Superior Court of the State of California for the County of San Francisco.

1.12 **“Cy Pres”** refers to the California CASA Association, 3525 Del Mar Heights Rd. #243, San Diego, CA 92130-2122.

1.13 **“Defendants”** means Altum Senior Living, LLC and Crescendo Senior Living LLC erroneously sued as Crescendo Senior Living of Placentia.

1.14 **“Defendants’ Counsel”** means Diane Marie O’Malley, Esq. and Jennifer Puza , Esq. of Hanson Bridget LLP.

1.15 **“Effective Date”** means the later of the following: (i) if no Class Member submits a timely Objection or otherwise purports to object to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if a Class Member timely objects or otherwise purports to object to the Class Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

1.16 **“Employer Taxes”** means Defendants’ employer share of payroll taxes and contributions, including but not limited to, Medicare taxes, Social Security taxes, federal unemployment taxes, state unemployment insurance taxes, and employment training taxes, with respect to the wages portion of Individual Settlement Shares, which Defendants will pay in addition to the Gross Settlement Amount.

1.17 **“Final Approval Hearing”** shall mean the hearing at which the Court shall consider, without limitations, any timely objections to the Class Settlement from Participating Class Members, testimony from the Parties or their counsel, declarations regarding the notice process from the Settlement Administrator, and otherwise make a final determination regarding the fairness of the Settlement as set forth herein.

1.18 **“Final Approval Order and Judgment”** means the order granting final approval of the Settlement and entry of judgment based thereon, in a form to be agreed upon by the Parties and approved by the Court.

1.19 **“Gross Settlement Amount”** means the sum of Five Hundred Seventeen Thousand Five Hundred Dollars (\$517,500.00), which is the maximum amount that Defendants will pay pursuant to this Settlement, excluding Defendants’ Employer Taxes, which shall be paid by Defendants separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Attorneys’ Fees and Costs to Class Counsel, the Class Representative Enhancement Awards to Plaintiffs, the LWDA Payment to the Labor and Workforce Development Agency (“LWDA”), and Settlement Administration Costs to the Settlement Administrator.

1.20 **“Individual PAGA Payment”** means each Aggrieved Employee’s *pro rata* share of the PAGA Fund (i.e., 25% of the PAGA Settlement Amount).

1.21 **“Individual Settlement Payment”** means the net payment of each Participating Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and

withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as provided in Paragraph 7.2 below.

1.22 **“Individual Settlement Share”** shall mean the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 7.2 below, which is inclusive of employee’s share of taxes and withholdings with respect to the wages portion of the Settlement.

1.23 **“Net Settlement Amount”** is the portion of the Gross Settlement Amount available for payment to Participating Class Members, which is the Gross Settlement Amount less the following subject to Court approval: Attorneys’ Fees and Costs to Class Counsel, the LWDA Payment to the LWDA, Class Representative Enhancement Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

1.24 **“Objection”** means a Class Member’s written objection to the Settlement as set forth in Paragraph 6.2.

1.25 **“Exclusion List”** means the list of all Class Members who timely and properly request exclusion from the Class Settlement.

1.26 **“PAGA Fund”** means the Twenty-Five Percent (25%), or Six Thousand and Twenty-Five Dollars (\$6,250.00) (“PAGA Fund”), of the PAGA Settlement Amount that will be paid to the Aggrieved Employees.

1.27 **“PAGA Notice”** means the September 14, 2021 notice and subsequent November 24, 2021 amended notice provided by Plaintiff Ortiz to the Labor and Workforce Development Agency and Defendant Altum of her intent to pursue civil penalties for alleged violations of the California Labor Code, assigned LWDA Case No. LWDA-CM-844625-21.

1.28 **“PAGA Period”** means the period from September 14, 2020 through December 8, 2022.

1.29 **“PAGA Settlement”** means the settlement and release of the Released PAGA Claims.

1.30 **“PAGA Settlement Amount”** means the amount that the Parties have agreed shall be allocated as civil penalties under PAGA, to be paid to the LWDA and Aggrieved Employees, in connection with the PAGA Settlement.

1.31 **“Participating Class Members”** means all Class Members who do not submit a valid and timely Request for Exclusion as described in Paragraph 6.1.

1.32 **“Preliminary Approval”** means the date that the Court enters an order granting preliminary approval of the Settlement, including an order requiring the mailing of the Class Notice, setting the time, date, and place of the Final Approval Hearing, and any other matters deemed necessary in connection with the Court’s determination of whether or not to grant final approval of the Settlement.

1.33 **“Qualified Settlement Account”** shall mean the Qualified Settlement Account to be established by the Settlement Administrator for the benefit of the Plaintiffs, Participating Class Members, Aggrieved Employees, and LWDA, into which the Gross Settlement Amount and if necessary also the Employer Taxes will be deposited, and from which the Individual Settlement Payments and all other payments under this Settlement Agreement shall be paid, along with the Employer Taxes (if they have been deposited into the account), and shall mean the account that will qualify and be characterized as a qualified settlement fund under the provisions of the U.S. Treasury Regulations 1.486B-1 and 1.468B-5, to be administered in a manner consistent with law and the terms of this Settlement.

1.34 **“Released Class Claims”** means all claims that were asserted in the Complaints, arising during the Class Period, under state, federal, or local law, such as those under the California Labor Code (including, *inter alia*, §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2082), Industrial Welfare Commission Wage Orders (including, *inter alia*, Wage Orders No. 4-2001), regulations, and/or other provisions of law, for: (1) failure to pay overtime wages; (2) failure to provide compliant meal periods and pay associated premiums (3) failure to provide compliant rest periods and pay associated

premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California's unfair competition law based on the aforementioned claims.

1.35 **"Released PAGA Claims"** means all claims for civil penalties under PAGA, arising out of the facts alleged in the Complaints and PAGA Notice, during the PAGA Period, for violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, for (1) failure to pay overtime wages; (2) failure to provide compliant meal periods and pay associated premiums; (3) failure to provide compliant rest periods and pay associated premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse necessary business expenses.

1.36 **"Released Parties"** means Defendants and all of their present and former direct and indirect subsidiaries and affiliates, and their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, shareholders, joint ventures, affiliated organizations, insurers, and assigns and each of their past, present, and future officers, directors, trustees, agents, management-level employees, attorneys, fiduciaries, contractors, representatives, partners, joint ventures, benefit plans sponsored or administered by them, divisions, units, branches, and other persons or entities acting on their behalf.

1.37 **"Request for Exclusion"** means a written letter submitted by a Class Member indicating a request to be excluded from the Class Settlement as described in Paragraph 6.1.

1.38 **"Response Deadline"** means the date by which a Class Member may either (i) object to any aspect of the Class Settlement, (ii) submit a Request for Exclusion from the Class Settlement, and/or (iii) dispute the Workweeks as set forth in their respective Class Notices. The

Response Deadline shall be forty-five (45) calendar days from the initial mailing of the Class Notice, unless the forty-fifth (45th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member on or before the Response Deadline, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the original Response Deadline.

1.39 **"Settlement Administrator"** means Simpluris, Inc., agreed to by the Parties and subject to approval of the Court. The Settlement Administrator's duties include, but are not limited to, printing, distributing, translating to Spanish and Tagalog, and tracking forms for this Settlement, calculating estimated Individual Settlement Shares and Individual PAGA Payments, tax reporting (if any), distributing the Individual Settlement Payments, Individual PAGA Payments, Class Representative Enhancement Awards, and Attorneys' Fees and Costs, providing necessary reports and declarations, distributing the remaining funds to the Cy Pres, obtaining any refunds of taxes paid on unclaimed funds and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties.

1.40 **"Settlement Administration Costs"** means all administrative costs of settlement, including costs of notice to the Class, settlement administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement.

1.41 **"Workweeks"** means the number of weeks each Class Member was employed by Defendant Altum as an hourly-paid or non-exempt employee within California during the Class Period, which information will be provided to the Settlement Administrator by the Defendants. Workweeks are to be calculated by the Settlement Administrator using the information to be provided by Defendants by way of the Class List, by counting the number of days between start

and end dates of employment during the Class Period, as reflected in the Class List, and divide by seven and round up to the nearest whole number.

1.42 “**Workweeks Dispute**” means a dispute over the number of Workweeks accredited to a Class Member as set forth in Paragraph 6.3.

2. RECITALS

2.1 On or about July 28, 2021, Plaintiff Valdies filed the *Valdies* Action in the Superior Court of California for the County of San Diego, Case No. 37-2021-00032142, alleging a cause of action on behalf of all current and former hourly-paid or non-exempt employees of Altum Senior Living LLC and Crescendo Senior Living LLC, sued erroneously as Crescendo Senior Living of Placentia, in California for failure to pay minimum wages (Cal. Lab. Code §§ 1194, 1197 and 1197.1), failure to pay overtime wages (Cal. Lab. Code §§ 510 and 1198), failure to provide compliant meal periods and associated premiums (Cal. Lab. Code §§ 226.7 and 512), failure to provide compliant rest periods and associated premiums (Cal. Lab. Code §§ 226.7), failure to provide accurate, itemized wage statements (Cal. Lab. Code § 226), failure to keep complete or accurate payroll records (Cal. Lab. Code § 1174(d)), failure to pay wages owed upon termination (Cal. Lab. Code §§ 201-202), failure to pay wages timely during employment Cal. Lab. Code § 204), failure to reimburse business expenses (Cal. Lab. Code §§ 2800 and 2802), and violations of the California Business & Professions Code § 17200, *et seq.* based on the aforementioned.

2.3 On or about September 10, 2021, Plaintiff Ortiz filed the *Ortiz* Class Action in the Superior Court of California for the County of San Francisco, Case No. CGC-21-595150, alleging causes of action on behalf of all current and former hourly-paid or non-exempt employees of Altum Senior Living LLC in California for failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198), failure to provide compliant meal periods and associated premiums (Cal. Lab. Code §§ 226 and 512), failure to provide compliant rest periods and associated premiums (Cal. Lab. Code § 226.7), failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197), failure to pay wages owed upon termination (Cal. Lab. Code §§ 201-202), failure to

provide accurate, itemized wage statements (Cal. Lab. Code § 226), failure to reimburse business expenses (Cal. Lab. Code §§ 2802), and violation of California Business & Professions Code § 17200, *et seq.* based on the aforementioned.

2.4 On or about November 24, 2021, Plaintiff Ortiz filed a PAGA representative action in San Francisco County Superior Court (Case No. CGC-21-596812) against Altum for PAGA penalties on behalf of herself and others similarly situated (the *Ortiz* PAGA Action) based on the same California Labor Code violations alleged in the *Ortiz* Class Action.

2.5 On or about August 25, 2022, Plaintiff Ortiz filed her First Amended Complaint, which added a ninth cause of action seeking civil penalties under PAGA (California Labor Code § 2699, *et seq.*).

2.6 On September 16, 2022, Defendants filed a Petition for Coordination and Request for Order Staying Proceedings. Defendants sought to coordinate the *Valdies* Action with the *Ortiz* Class Action and designate the San Francisco County Superior Court as the situs for the coordinated actions.

2.7 Defendant Altum did not seek to coordinate the *Ortiz* PAGA Action. On April 13, 2023, an order dismissing *Ortiz* PAGA Action with prejudice was entered, as the PAGA claim was included with the First Amended Complaint filed on August 25, 2022 in the *Ortiz* Class Action.

2.8 On December 7, 2022, the Court entered an Order Granting Altum's Petition for Coordination and Request for Stay and recommended the San Francisco County Superior Court as the site for the coordinated proceedings. The Court stayed the *Valdies* Action and *Ortiz* Class Action until the completion of coordination proceedings and the assignment of the coordinated actions judge.

2.9 On December 8, 2022, the Parties participated in a full-day mediation with Honorable Daniel Buckley (Ret.) (the "Mediator"), a respected mediator of complex wage and hour actions.

2.10 After extensive ongoing settlement negotiations over the course of approximately two months, with the involvement and assistance of the Mediator, on or around February 17, 2023, the Parties reached a settlement in principle. The settlement negotiations were conducted at arm's-length, and the Settlement is the result of an informed, detailed, and independent respective analysis of the merits of Plaintiffs' claims and Defendants' potential liability and exposure in relation to the costs and risks associated with continued litigation.

2.11 Class Counsel has conducted a thorough legal and factual analysis and investigation into the facts of the Actions, including an extensive review of relevant documents and data, and has diligently pursued an investigation of the class and PAGA claims against Defendants. Based on the information, documents, and data obtained, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, Aggrieved Employees, and State of California in light of all known facts and circumstances, including the risk of significant delay, the class not being certified, uncertainty associated with continued litigation, and the various defenses asserted by Defendants.

2.12 It is the Parties' desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the allegations of the Actions.

2.13 It is the Parties' intention that the Settlement shall constitute a full, complete, and final settlement and release of all Released Class Claims pursuant to the Class Settlement and final settlement and release of all Released PAGA Claims pursuant to the PAGA Settlement (as defined and provided herein).

3. NO ADMISSION OF LIABILITY

3.1. This Agreement is entered into for the purpose of compromising disputed claims and to resolve the dispute and to avoid the burden, expense, and risk of continued litigation. Nothing in this Agreement is intended or will be construed as an admission of liability or

wrongdoing by Defendants. Defendants do not admit, and specifically deny, that they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; failed to comply with the law in any respect; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees; or have any liability to anyone, including Plaintiffs, Class Members, Aggrieved Employees, and/or the State of California for any of the claims asserted in the Actions. This Settlement and the fact that the Parties were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

3.2. Whether or not the Final Approval Order and Judgment becomes final and the Effective Date occurs, nothing in this Agreement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as or offered in evidence as evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage. If the Court does not approve the Settlement or enter the Final Approval Order and Judgment approving it for any reason, or if the Effective Date does not occur for any reason, Defendants shall retain all of their rights to object to the maintenance of the Actions as a representative or class action, and nothing in this Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any party concerning whether the Actions may properly be maintained as a class action.

3.3. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

4. TERMS OF THE SETTLEMENT

4.1. Gross Settlement Amount. The Gross Settlement Amount is Five Hundred Seventeen Thousand Five Hundred Dollars (\$517,500.00) and this amount plus the Employer Taxes represent the total amount that Defendants are obligated to pay under this Agreement under any circumstances in order to resolve and settle the Actions, subject to Court approval. This sum shall include all Individual Settlement Shares (inclusive of the employee's share of applicable taxes) to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, the LWDA Payment to the LWDA, Class Representative Enhancement Awards to Plaintiffs, Settlement Administration Costs to the Settlement Administrator, and Attorneys' Fees and Costs to Class Counsel. Defendants shall not be required to pay any additional monies beyond the amount of the Gross Settlement Amount plus the Employer Taxes. Further, no portion of the Gross Settlement Amount shall revert to Defendants, and any amount of the Gross Settlement Amount not required to pay the above-referenced amounts shall be a part of the Net Settlement Amount to be paid to the Participating Class Members on a *pro rata* basis according to the formula contained herein. Defendants will deposit the Gross Settlement Amount and the Employer Taxes within fifteen (15) business days of the Effective Date, as set forth below, provided that they have been notified by the Settlement Administrator of the amount of Employer Taxes due.

4.2. Class Representative Enhancement Awards. Subject to the Court's approval and in recognition of their efforts and work in prosecuting the Actions, the Plaintiffs seek up to Five Thousand Dollars (\$5,000) to each of the Plaintiffs, for a total of \$10,000, which shall be paid from the Gross Settlement Amount. Any portion of the requested Class Representative Enhancement Awards that is not awarded to the Class Representatives shall be part of the Net Settlement Amount for the benefit of Participating Class Members. The Settlement Administrator shall issue an IRS Form 1099, if applicable, to Plaintiffs for Class Representative Enhancement Awards. The Class Representative Enhancement Awards are in addition to any Individual Settlement Payment and/or Individual PAGA Payments (if applicable) to which Plaintiffs are entitled. In the event that the Court reduces or does not approve the requested Class Representative

Enhancement Awards, Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on their Class Representative Enhancement Awards.

4.3. Attorneys' Fees and Costs. Class Counsel shall seek, and Defendants will not oppose, an award of attorneys' fees not to exceed twenty-five percent (25%), or \$129,375.00, plus reasonable costs and expenses not to exceed Twenty-Five Thousand Dollars (\$25,000.00), subject to approval by the Court. Of the attorneys' fees, 55% shall be allocated to Lawyers for Justice, P.C., and 45% shall be allocated to Wilshire Law Firm, in which both firms have entered into a separate fee sharing agreement, signed by both Plaintiffs. By signing this agreement, Plaintiffs acknowledge the fee sharing agreement and consent to the fee split as well. This amount set forth above will cover all fees and costs incurred to date in the Actions, and all work to be performed and all fees and costs to be incurred in connection with obtaining the Court's approval of this Settlement. Any portion of the requested Attorneys' Fees and Costs that is not awarded to Class Counsel shall be part of the Net Settlement Amount for the benefit of Participating Class Members. In the event that the Court reduces or does not approve the requested Attorneys' Fees and Costs, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

4.4. Payment to Settlement Administrator. The Settlement Administrator shall be Simpluris, Inc. (i.e., Settlement Administrator). The Settlement Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the notice and settlement administration process. The Settlement Administration Costs are currently estimated to not exceed Nine Thousand Dollars (\$9,000.00), which shall be paid from the Gross Settlement Amount, subject to Court approval. Any information provided by Defendants or Plaintiffs to the Settlement Administrator can only be used for the purpose of notice and settlement administration, and cannot be used by the Parties for any other purpose. To the extent actual Settlement Administration Costs

are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on payments issued under the Settlement, the issuing of 1099 and W-2 IRS Forms, distributing and translating the Class Notice, calculating and distributing payments due under the Settlement, distributing the remaining funds to the Cy Pres, obtaining any refund of taxes on uncashed or cancelled payments and providing necessary reports and declarations. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties are to be part of the Net Settlement Amount.

4.5. PAGA Settlement Amount. Subject to Court approval, the Parties have agreed that Twenty-Five Thousand Dollars (\$25,000.00) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750.00), of the PAGA Settlement Amount will be paid to the LWDA ("LWDA Payment"), and Twenty-Five Percent (25%), or Six Thousand and Twenty-Five Dollars (\$6,250.00) ("PAGA Fund"), of the PAGA Settlement Amount will be paid to the Aggrieved Employees. The entire PAGA Fund will be distributed to all Aggrieved Employees. No portion of the PAGA Settlement Amount will revert to or be retained by Defendants.

4.6. Net Settlement Amount. The Net Settlement Amount will be the remaining balance of the Gross Settlement Amount, after payment of the Attorneys' Fees and Costs, Class Representative Enhancement Awards, the PAGA Settlement Amount, and the Settlement Administration Costs. The remaining balance, representing the Net Settlement Amount, is inclusive of any and all employee's share of payroll taxes and withholdings (if any) on the wages portion of Individual Settlement Shares. The entire Net Settlement Amount will be distributed to Participating Class Members (net of applicable taxes on the wages portion of Individual Settlement Shares) by the Settlement Administrator. No portion of the Net Settlement Fund will revert to or

be retained by Defendants.

4.7. Tax Treatment of Individual Settlement Payments and Individual PAGA Payments.

- 4.7.1. The Settlement Administrator will be responsible for issuing to Plaintiffs, other Participating Class Members, and Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities and for filing for any refunds of taxes due for the wage portion of the uncashed settlement checks.
- 4.7.2. Prior to the distribution of Individual Settlement Payments, the Settlement Administrator shall calculate the total taxes and withholdings required as a result of the wage portion of the Individual Settlement Shares and such actual amount will be deducted therefrom. Additionally, within five (5) calendar days of the Effective Date, or earlier upon Defendants' request, the Settlement Administrator shall calculate the Employer Taxes due on the wage portion of the Individual Settlement Shares and issue instructions to Defendants to separately fund these obligations.
- 4.7.3. Defendants, Defense Counsel, the Settlement Administrator, and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and other Participating Class Members and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendants, Defense Counsel, Class Counsel, or the Settlement Administrator in this regard. Plaintiffs and other Participating Class Members and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendants, Defense Counsel, Class Counsel and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

4.8. Acknowledgements by Plaintiffs. Plaintiffs acknowledge and agree that: (i) this Settlement may result in taxable income to Plaintiffs under applicable federal, state, and local tax laws; (ii) Defendants are providing no tax, accounting, or legal advice to Plaintiffs, and make no representations regarding any tax obligations or tax consequences on Plaintiffs' part relating to or arising from this Settlement Agreement; (iii) Plaintiffs may not and shall not seek any indemnification from Defendants with respect to any federal, state, and local taxes, and any tax liens or claims against Plaintiffs that may arise from payments to them under this Agreement.

5. PROCEDURE FOR SEEKING APPROVAL OF SETTLEMENT

5.1. Upon execution of this Agreement and on the same date that the Agreement is submitted to the Court for approval, Class Counsel shall submit a copy of this Agreement to the LWDA.

5.2. Upon execution of this Agreement, Class Counsel shall also prepare and submit to the Court a Motion for Preliminary Approval of the Settlement. The Motion for Preliminary Approval shall include a proposed plan for sending the Class Notice to Class Members, as outlined in this paragraph. The motion papers shall be subject to the approval of the Defendants, which shall not be unreasonably withheld.

5.3. Class Notice will provide the following information: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement's principal terms; (iii) the Class and Aggrieved Employee definitions; (iv) the dates which comprise the Class Period and PAGA Period; (v) instructions on how to submit, and the deadline for submitting, Requests for Exclusion from the Class Settlement or Objections to the Class Settlement; (vi) instructions on how to submit, and the deadline for submitting, a Workweeks dispute; and (vii) the claims to be released.

5.4. Within thirty (30) calendar days after Preliminary Approval of this Settlement by the Court, Defendants will diligently and in good faith provide the Settlement Administrator the Class List, as defined herein. The data provided to the Settlement Administrator will remain confidential and will not be disclosed to anyone, except as required by applicable tax authorities,

pursuant to the express written consent of Defendants, to enforce the terms of this Agreement, or by order of the Court. The data provided under this Section shall be used only for the purpose of administering this Settlement. All Class Members/Aggrieved Employees' names and postal mail addresses shall be protected as private and confidential and not used for purposes other than the administration of this Settlement. Notwithstanding the foregoing, this Section may be amended by the Parties in a manner necessary to effectuate payment to the Participating Class Members/Aggrieved Employees.

5.4.1. The Settlement Administrator shall send a Class Notice to Class Members by First-Class U.S. mail within fourteen (14) calendar days of receipt of the Class List. Prior to mailing the Class Notice, the Settlement Administrator shall update or correct the addresses of the Class Members/Aggrieved Employees by reference to the National Change of Address Database maintained by the United States Postal Service.

5.4.2. If a Class Notice is returned as non-deliverable within ten (10) days of initial mailing, with a forwarding address, the Settlement Administrator shall resend the Class Notice to the forwarding address within three (3) business days.

5.4.3. If a Class Notice is returned as non-deliverable within ten (10) days of initial mailing, with no forwarding address, the Settlement Administrator shall conduct a single advanced skip trace to locate the most current address of the person to whom the Class Notice was addressed. The Settlement Administrator shall only conduct one (1) supplemental mailing of a returned Class Notice for each Class Member/Aggrieved Employees within three (3) business days.

5.4.4. Class Members/Aggrieved Employees who are sent a re-mailed Class Notice shall have their original Response Deadline extended by fifteen (15) calendar days from the original deadline.

5.4.5. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Class Notice to the affected Class Members.

5.5. The Motion for Preliminary Approval of this Settlement shall also apply to the Court for the entry of an order (“Preliminary Approval Order”), which shall be mutually agreed upon by the Parties, seeking the following: (1) conditionally certifying the Class for settlement purposes only; (2) granting Preliminary Approval of the Settlement; (3) preliminarily appointing Plaintiffs as representatives of the Class; (4) preliminarily appointing Plaintiffs’ Counsel as counsel for the Class; (5) approving, as to form and content, the mutually-agreed upon and proposed Class Notice, attached hereto as “Exhibit A”; (6) directing the mailing of the Class Notice by first class mail to the Class Members; (7) approving the manner and method for Class Members to request exclusion from the Class Settlement, object to the Class Settlement, and/or dispute their Workweeks as contained herein and within the Class Notice; and (8) scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

5.5.1. If the Court does not grant the Motion for Preliminary Approval and issue an order approving the Settlement, under the specific terms requested, the Parties agree to meet and confer to determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court’s concerns.

5.5.2. The Parties stipulate to certification of the Class under California Code of Civil Procedure Section 382, for settlement purposes only. The Parties agree that this stipulation shall not be offered as evidence in, and may not be used for any purpose whatsoever in any legal proceeding, including but not limited to any arbitrations and/or any civil and/or administrative proceedings, other than a proceeding to enforce the terms of the Agreement, as further set forth in this Agreement or as may be required to be cited and offered in support of a request to stay or dismiss other legal proceedings involving Defendants raising similar issues, including but limited to pending litigations, arbitrations, and agency proceedings.

5.6. The Parties agree to fully cooperate in the drafting and/or filing of any documents

reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement.

5.7. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether final approval of the Settlement should be granted, along with the amounts properly payable under the terms of this Agreement.

5.8. Class Counsel will be responsible for drafting the motion seeking final approval of the Settlement. The motion papers shall be subject to the approval of the Defendants, which shall not be unreasonably withheld. The Motion for Final Approval of this Settlement shall apply to the Court for the entry of the mutually-agreed upon proposed order and judgment (i.e., the Final Approval Order and Judgment), which will provide for, in substantial part, the following: (1) approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions; (2) making final its preliminary certification of the Class for purposes of the Settlement; (3) confirming appointment of Plaintiffs as the representatives for the Class; (4) confirming appointment of Plaintiffs' Counsel as counsel for the Class; (5) approving the application for the Attorneys' Fees and Costs; (6) approving the application for the Class Representative Enhancement Awards; (7) directing Defendants to fund all amounts due under the Agreement; and (8) entering judgment in the Actions while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Agreement.

6. PROCEDURE FOR REQUESTS FOR EXCLUSION OR OBJECTIONS

6.1. Requests for Exclusion. Class Members, with the exception of Plaintiffs, may opt out of the Class Settlement. Those who wish to exclude themselves (or "opt out") from the Class Settlement must submit timely and valid written requests for exclusion ("Request for Exclusion"). To be effective, a Request for Exclusion must: (1) contain the case name and number of one of the Actions; (2) state the full name, address, and telephone number of the Class Member requesting exclusion; (3) clearly state that the Class Member does not wish to be included in the Class Settlement, containing the following or substantially similar language: "I elect to opt-out of the

class action portion of this settlement. I understand that by doing so, I will not be able to participate in, or receive a share of, the class portion of the settlement.”; (4) be signed by the Class Member; and (5) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. Aggrieved Employees may not opt-out of the PAGA Settlement and will still be paid their respective share of the PAGA Fund. The date of the postmark shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Requests for Exclusion must be exercised individually by the Class Member (or their legally authorized representative who is not the Class Member’s counsel), even if the Class Member is represented by counsel. Class Members are encouraged to maintain a photocopy of their Request for Exclusion, reflecting that it was submitted in a timely manner.

6.1.1. The Settlement Administrator shall promptly log each Request for Exclusion that it receives and provide copies of the log and all such Requests for Exclusion to Class Counsel and Defendants’ Counsel, as requested.

6.1.2. Any Class Member who submits a timely Request for Exclusion may not submit an Objection to the Class Settlement or receive an Individual Settlement Payment, and shall be deemed to have waived any rights or benefits under the Class Settlement. If a Class Member submits both a Request for Exclusion and an Objection, the Settlement Administrator will honor the submission that is received first and disregard the other.

6.1.3. The Settlement Administrator shall prepare a list of all persons who submitted timely and valid Requests for Exclusion (i.e., the Exclusion List) and shall, before the Final Approval Hearing, submit an affidavit to the Court attesting to the accuracy of the list.

6.1.4. All Class Members who are not included in the Exclusion List shall be bound by this Agreement, and all their claims shall be dismissed with prejudice and released as provided for herein, even if they never received actual notice of the Actions or this

Settlement.

6.1.5. The Settlement Administrator, in its sole discretion, shall determine whether a Request for Exclusion was timely and properly submitted. The Settlement Administrator's decision shall be final, binding, and non-appealable.

6.1.6. The Plaintiffs agree they cannot request exclusion from any aspect of the Settlement.

6.2. Objections. Only Class Members who have not opted out of the Class Settlement (i.e., Participating Class Members) may object to the Class Settlement by submitting a written objection (i.e., Objection) to the Settlement Administrator, by mail, on or before the Response Deadline. An Objection must: (1) contain the case name and number of one of the Actions; (2) state the full name, address, and telephone number of the objecting Class Member; (3) include a written statement of all grounds for the objection accompanied by any legal and/or factual support for such objection; (4) attach copies of any papers, briefs, or other documents upon which the objection is based; (5) be signed by the Class Member; (6) identify any legal counsel representing the Class Member with respect to the objection; and (7) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive means used to determine whether an Objection has been timely submitted. Objections must be exercised by the Participating Class Member (or their legally authorized representative), even if the Participating Class Member is represented by counsel. Participating Class Members are encouraged to maintain a photocopy of their Objection, reflecting that it was submitted in a timely manner. Any Participating Class Member may, in addition to or in lieu of submitting a written Objection, appear at the Final Approval Hearing to orally present their objections to the Class Settlement, without any prior notice.

6.3. Dispute Regarding Workweeks. Class Members/ will have an opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their respective Class Notices. Those who wish to dispute the number of Workweeks to which they have been

credited must submit a written dispute letter to the Settlement Administrator (“Workweeks Dispute”). A Workweeks Dispute must: (1) contain the case name and number of one of the Actions; (2) be signed by the Class Member; (3) contain the full name, address, and telephone number of the disputing Class Member; (4) clearly state that the individual disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (5) include information and/or attach documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct; and (6) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive means used to determine whether a Workweeks Dispute has been timely submitted. Class Members are encouraged to maintain a photocopy of their Workweeks Dispute, reflecting that it was submitted in a timely manner. Absent information and/or documents demonstrating that Defendants’ records and data are inaccurate as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendants’ records will be presumed correct and determinative of the dispute. The Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator’s decision on such disputes will be made within ten (10) business days after the Response Deadline and the decision will be final and non-appealable.

6.4. Cooperation and Binding Nature of Settlement. Plaintiffs and their counsel shall support the Settlement and take such steps as are reasonably necessary to effectuate the Settlement. Class Counsel agrees to use their best efforts to resolve any Objections to the Class Settlement, as set forth in this Agreement. Defendants, in turn, agree to use their best efforts to cooperate with Class Counsel’s efforts in this regard. Plaintiffs shall not opt out of or object to the Settlement.

6.5. Aggrieved Employees May Not Opt-Out to the PAGA Settlement. Because this Settlement resolves claims brought pursuant to PAGA by Plaintiff Ortiz acting as a proxy and as

a Private Attorney General of and for the State of California and the LWDA, no Aggrieved Employee has the right to opt out of the release of the claims for PAGA civil penalties set forth herein. All Aggrieved Employees will release the Released PAGA Claims, and will be paid their respective shares of the PAGA Fund.

7. PAYMENT OF SETTLEMENT SHARES

7.1. Timing of Settlement Payments. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide Defendants with wire transfer information. Within fifteen (15) calendar days after the Settlement Administrator provides Defendant with wire transfer information, Defendant will transfer the Gross Settlement Amount of Five Hundred Seventeen Thousand Five Hundred Dollars (\$517,500.00) plus Employer Taxes to the Settlement Administrator via wire transfer into a Qualified Settlement Account, as follows:

7.1.1. Within thirty (30) calendar days of Final Approval, Defendants will deposit one-third (1/3), i.e., \$172,500.00, into the Settlement Fund Account established by the Settlement Administrator ("Payment 1");

7.1.2. Within thirty (30) calendar days after Payment 1, Defendants will deposit one-third (1/3), i.e., \$172,500.00, into the Settlement Fund Account established by the Settlement Administrator ("Payment 2");

7.1.3. Within thirty (30) calendar days after Payment 2, Defendants will deposit the final one-third (1/3), i.e., \$172,500.00, into the Settlement Fund Account established by the Settlement Administrator ("Payment 3").

7.1.4. In lieu of making three separate payments, Defendants have the option of making the full Settlement Payment at the end of the three month (ninety day time period) from Final Approval.

7.2. . Within seven (7) calendar days after Defendants transfer Payment 3 and the Settlement Administrator is in receipt of the entire Gross Settlement Amount and Employer Taxes, the Settlement Administrator will then distribute the payments required under this

Agreement to: (i) Participating Class Members and Aggrieved Employees; (ii) the LWDA; (iii) Plaintiffs; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

7.3. Individual Settlement Shares will be calculated and apportioned from the Gross Settlement Amount based on the Class Members' Workweeks, as follows:

7.3.1. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Gross Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

7.3.2. After Final Approval of the Settlement, the Settlement Administrator will divide the final Gross Settlement Amount by the Workweeks of all Participating Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

7.3.3. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be

paid separately and in addition to the Gross Settlement Amount.

7.3.4. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Participating Class Members, in accordance with this Settlement Agreement. Each Individual Settlement Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled.

7.3.5. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Participating Class Members equals 100% of the Net Settlement Amount, subject to any funds remaining from uncashed funds, which will be distributed to the Cy Pres. If a Participating Class Member fails to cash, deposit, or otherwise negotiate their Individual Settlement Payment check within one hundred and eighty (180) calendar days after it is sent, the Settlement Administrator will distribute the funds represented by the check to the Cy Pres. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, and employer tax refunds that are necessitated due to the cancelation of any Individual Settlement Payment checks. Participating Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement.

7.4. Individual PAGA Shares will be calculated and apportioned from the PAGA Fund based on the Aggrieved Employees' Workweeks, as follows:

7.4.1. The Settlement Administrator will divide the PAGA Fund by the Workweeks of all Aggrieved Employees during the PAGA Period to yield the "PAGA Workweek Value, and multiply each Aggrieved Employee's individual Workweeks during the

PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she is eligible to receive under the Settlement. The entire PAGA Fund will be disbursed to all Aggrieved Employees, regardless of whether they request to be excluded from the Class Settlement, subject to any funds remaining from uncashed checks, which will be distributed to an agreed upon Cy Pres.

7.5. Participating Class Members shall be subject to and bound by the Class Settlement and the Final Approval Order and Judgment with respect to all Released Class Claims, regardless of whether they received any distribution from the Net Settlement Amount.

7.6. No Credit Toward Benefit Plans. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which payments are actually issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiffs, Participating Class Members, or Aggrieved Employees may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiffs, Participating Class Members, or Aggrieved Employees may be entitled under any benefit plans.

8. RELEASES

8.1. General Release of Claims by Class Representatives. Upon the Effective Date and full funding of the Gross Settlement Amount, Class Representatives individually for themselves, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims whatsoever, known and unknown, asserted and not asserted, which Class Representatives have, or may have, against the Released Parties as of the date of execution of this Settlement Agreement, including, without

limitation, regarding Class Representatives' employment and/or the termination of employment including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaints in the Actions, or reasonably could have been, alleged based on facts contained in the Complaints in the Actions, the PAGA Notice, or ascertained during the Action, and release any claims for wages, bonuses, severance pay, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Upon the Effective Date and full funding of the Gross Settlement Amount, Class Representatives shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Class Representatives, for themselves, have read Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8.2. The Class Representatives understand that Section 1542 gives the right not to release existing claims of which they are not now aware, unless the Class Representatives voluntarily choose to waive this right. Having been so apprised, the Class Representatives

nevertheless voluntarily waive the rights described in Section 1542 and elect to assume all risks for unknown claims that now exist in her favor, known or unknown. The release of the claims of the Class Representatives as set forth in this paragraph is a condition precedent to enforcement of the Settlement Agreement. Notwithstanding the above, the general release by Class Representatives shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

8.3. Release by Participating Class Members. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all Released Class Claims. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect. The release of Released Class Claims shall not be limited in any way by the possibility that Plaintiffs or Participating Class Members may discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the Actions but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Class Claims.

8.4. Release by the State of California and Aggrieved Employees. Upon the Effective Date and full funding of the Gross Settlement Amount, the State of California with respect to Aggrieved Employees and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

8.5. Subject to Court approval, the Plaintiffs, all Participating Class Members, the State of California, and all Aggrieved Employees shall be bound by this Settlement Agreement, and all of their claims shall be dismissed with prejudice and released, even if they never received actual notice of the Actions or this Settlement, in accordance with the terms and conditions set forth herein.

9. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF SETTLEMENT AGREEMENT

9.1. If the Court does not approve the Settlement as set forth in this Agreement, or does not enter the Final Approval Order and Judgment on the terms described herein, or if the Court enters the Final Approval Order and Judgment and appellate review is sought, and on such review, the entry of Final Approval Order and Judgment is vacated, modified in any way, or reversed, or if the Final Approval Order and Judgment does not otherwise become final, then this Agreement shall be canceled and terminated, unless all Parties, in their sole discretion within thirty (30) calendar days from the date such ruling becomes final, provide written notice to all other Parties hereto of their intent to proceed with the Settlement under the terms of the Final Approval Order and Judgment as it may be modified by the Court or any appellate court.

9.2. In the event that: (i) the Settlement is not approved, is overturned, or is modified by the Court or on appeal, (ii) the Final Approval Order and Judgment does not become final, or (iii) this Settlement Agreement is terminated, canceled, or fails to become effective for any reason, then: (a) the Parties stipulate and agree the Settlement, this Agreement, the Class List, the Exclusion List, and all documents exchanged and filed in connection with the Settlement shall be treated as settlement communications under Cal. Evid. Code § 1115 *et seq.* and § 1152; (b) the Settlement shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable, with the exception of this paragraph, which shall remain effective and enforceable; (c) the Parties shall be deemed to have reverted *nunc pro tunc* to their respective status prior to execution of this Agreement, including with respect to any Court-imposed deadlines; (d) all orders entered in connection with the Settlement, including the certification of the Class, shall be vacated without prejudice to any Party's position on the issue of class certification, the issue of amending the complaint, or any other issue, in the Actions or any other actions, and the Parties shall be restored to their litigation positions existing on the date of execution of this Agreement; and (e) the Parties shall proceed in all respects as if the Agreement

and related documentation and orders had not been executed, and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the Agreement. The Agreement, the Settlement, all documents, orders, and evidence relating to the Settlement, the fact of their existence, any of their terms, any press release or other statement or report by the Parties or by others concerning the Agreement, the Settlement, their existence, or their terms, any negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance of the Agreement or the Settlement shall not be offered or construed as evidence of a presumption, concession, or an admission of liability, of unenforceability of any arbitration agreement, of the certifiability of a litigation class, or of any misrepresentation or omission in any statement or written document approved or made, or otherwise used for any purpose whatsoever, in any trial of the Actions or any other action or proceedings. Plaintiffs, Class Counsel, and the Settlement Administrator shall return to counsel for Defendants all copies of the Class List and Exclusion Lists and shall not use or disclose the Class List or Exclusion List for any purpose or in any proceeding.

10. MISCELLANEOUS TERMS

10.1. Waiver of Right to Appeal. Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiffs, Defendants, and their respective counsel hereby waive any and all rights to appeal the approval of the Settlement and the Final Approval Order and Judgment. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If any appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until after the Effective Date.

10.2. No Injunctive Relief. As part of this Settlement, Defendants shall not be required to enter any consent decree, nor shall Defendants be required to agree to any provision of injunctive relief.

10.3. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of

the Actions, except such proceedings necessary to implement and obtain entry of the orders granting approval of the Settlement, as contemplated herein. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate if the Settlement is not approved by the Court. The Plaintiffs and Class Counsel acknowledge that an adequate factual record has been established that supports the Settlement. The Parties agree to reasonably cooperate with respect to limited confirmatory discovery to facilitate approval of the Settlement and related to the last-known addresses of Class Members, only if required.

10.4. Continued Jurisdiction. After entry of the Final Approval Order and Judgment pursuant to the Settlement, the Court shall have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (i) the interpretation and enforcement of the terms of the Agreement, (ii) settlement administration matters, and (iii) such post-judgment matters as may be appropriate under court rules or applicable law, or as set forth in this Agreement.

10.5. Fair Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions, taking into account all relevant factors, current and potential.

10.6. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the settlement of the Actions. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

10.7. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on this

Agreement.

10.8. Attorney Authorization. Plaintiffs' Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Mediator to resolve such disagreement.

10.9. Modification of Agreement. This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, or signed by all Parties' counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

10.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

10.11. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

10.12. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications provided concerning the Settlement Agreement shall be in writing and delivered by electronic mail and overnight mail at the addresses set forth below, or such other address as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:

To Defendants and Defendants'

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Email: arby@calljustice.com;
joanna@calljustice.com;
yasmin@calljustice.com

Benjamin H. Haber, Esq.
Chase M. Stern, Esq.
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Email:
benjamin.haber@wilshirelawfirm.com;
chase.stern@wilshirelawfirm.com;

Counsel:

Diane Marie O'Malley, Esq.
Jennifer A. Puza, Esq.
HANSON BRIDGETT LLP
425 Market Street, 26th Floor
San Francisco, California 94105
Email: domalley@hansonbridgett.com
jpuza@hansonbridgett.com

10.13. California Law Governs. All terms and conditions of this Agreement will be governed by and interpreted according to the laws of the State of California.

10.14. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO

ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

10.15. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.17. Grammar. The neutral, feminine, and masculine forms of a pronoun shall be considered to include within their meaning the masculine, feminine, and gender-neutral forms of the pronoun, and vice versa.

10.18. Execution in Counterparts. This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile signatures and signatures transmitted by PDF or other electronic means shall be equivalent to original signatures. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Settlement Agreement binding upon and effective as to all Parties.

10.19. Exhibit Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibit, which is incorporated by this reference as though fully

set forth herein.

10.20. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

10.21. Signatories. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each member execute the Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release of Released Class Claims with respect to Participating Class Members, and the release of Released Class Claims shall have the same force and effect as if the Settlement Agreement were executed by each Participating Class Member.

10.22. Media Restrictions. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If counsel for either Party receives an inquiry about the Settlement from the media, counsel may respond only after the Motion for Preliminary Approval of the Settlement has been filed and only by confirming the terms of the Settlement.

10.23. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Fifth Amended Class and PAGA Action Settlement and Release Agreement between Plaintiffs and Defendants as of the date(s) set forth below:

IT IS SO AGREED:

KYLEE VALDIES

Dated: 01/13/2025, 2025



Kylee Valdies, Plaintiff

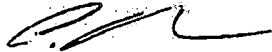
PALOMA ORTIZ CRUZ

Dated: _____, 2025

Paloma Ortiz Cruz, Plaintiff

ALTUM SENIOR LIVING LLC

Dated: 01/23/2025, 2025



Full Name: Chris Rosenstock

Title: Authorized Signer

On behalf of Altum Senior Living LLC

CRESCENDO SENIOR LIVING LLC

Dated: _____, 2025

Full Name: _____

Title: _____

On behalf of Crescendo Senior Living LLC

APPROVED AS TO FORM:

Dated: January 13, 2025

LAWYERS for JUSTICE, PC



Arby Aiwarzian

Joanna Ghosh

Yasmin Hosseini

*Attorneys for Plaintiff Kylee Valdies and
Proposed Class Counsel*

///

///

Dated: 01/13/2025, 2025

Electronically Signed
2025-01-13 10:40:34 UTC - 208 134 75 167
DocuSign Envelope ID: 47722a58-6026-4479-4025-579401820615

Kylee Valdies, Plaintiff

PALOMA ORTIZ CRUZ

Dated: _____, 2025

Paloma Ortiz Cruz, Plaintiff

ALTUM SENIOR LIVING LLC

Dated: _____, 2025

Full Name: _____

Title: _____

On behalf of Altum Senior Living LLC

CRESCENDO SENIOR LIVING LLC

Dated: January 21, 2025

DocuSigned by:
23861624134C41C...

Full Name: Scott Putnam

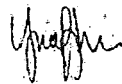
Title: General Counsel

On behalf of Crescendo Senior Living LLC

APPROVED AS TO FORM:

Dated: January 13, 2025

LAWYERS for JUSTICE, PC



Arby Aiwanian

Joanna Ghosh

Yasmin Hosseini

Attorneys for Plaintiff Kylee Valdies and
Proposed Class Counsel

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Dated: 01/13/2025, 2025

Electronically Signed
2025-01-13 20:46:52 UTC - 208.194.73.182
Notary Public Signature
4702a95-600b-4a7d-4d05-b26401830d15

Kylee Valdies, Plaintiff

PALOMA ORTIZ CRUZ

Dated: 1/29/2025, 2025

DocuSigned by:
A4ADFAB84F80458...

Paloma Ortiz Cruz, Plaintiff

ALTUM SENIOR LIVING LLC

Dated: _____, 2025

Full Name: _____

Title: _____

On behalf of Altum Senior Living LLC

CRESCENDO SENIOR LIVING LLC

Dated: _____, 2025

Full Name: _____

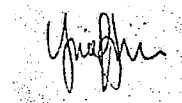
Title: _____

On behalf of Crescendo Senior Living LLC

APPROVED AS TO FORM:

Dated: January 13, 2025

LAWYERS for JUSTICE, PC



Arby Aiwanian

Joanna Ghosh

Yasmin Hosseini

Attorneys for Plaintiff Kylee Valdies and
Proposed Class Counsel

///

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WILSHIRE LAW FIRM

Dated: _____, 2025

Benjamin H. Haber
Chase M. Stern
Attorneys for Plaintiff Paloma Ortiz Cruz and
Proposed Class Counsel

HANSON BRIDGETT LLP

Dated: January 22, 2025

Diane Marie O'Malley
Diane Marie O'Malley, Esq
Attorneys for Defendants Altum Senior Living,
LLC and Crescendo Senior Living of Placentia

Dated: January 29, 2025

WILSHIRE LAW FIRM



Benjamin H. Haber
Chase M. Stern
Attorneys for Plaintiff Paloma Ortiz Cruz and
Proposed Class Counsel

HANSON BRIDGETT LLP

Dated: _____, 2025

Diane Marie O'Malley, Esq
Attorneys for Defendants Altum Senior Living,
LLC and Crescendo Senior Living of Placentia

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Judicial Council Coordination Proceeding No. 5258 Altum Senior Living Wage and Hour Cases

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you are a current or former employee of Altum Senior Living, LLC and/or Crescendo Senior Living, LLC who performed work for Altum Senior Living, LLC and/or Crescendo Senior Living, LLC in California between July 28, 2017 through December 8, 2022, and a class action settlement described in this letter may affect your rights. You may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the class settlement, your legal rights may be affected.

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

«IMbFullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«BarcodeString»

A court authorized this notice. This is not a solicitation from a lawyer.

WHY YOU ARE GETTING THIS NOTICE : A class action settlement has been reached between Plaintiffs Kylee Valdies (“Plaintiff Valdies”) and Paloma Ortiz Cruz (“Plaintiff Ortiz”) (together, “Plaintiffs”) and Defendants Altum Senior Living LLC and Crescendo Senior Living LLC erroneously sued as Crescendo Senior Living of Placentia (together, “Defendants”) (Plaintiffs and Defendants are collectively referred to as the “Parties”) in the class action cases, which have been coordinated under Judicial Council Coordination Proceeding No. 5258 (Superior Court of California, County of San Francisco Case No. CJC-22-005258): *Kylee Valdies v. Altum Senior Living LLC*, and *Crescendo Senior Living of Placentia*, San Diego County Superior Court, Case No. 37-2021-00032142; *Paloma Ortiz Cruz v. Altum Senior Living LLC*, San Francisco County Superior Court, Case No. CGC-21-595150; and *Paloma Ortiz Cruz v. Altum Senior Living, LLC*, San Francisco County Superior Court Case No. CGC-21-596812 (together, the “Actions”), which may affect your legal rights. On June 11, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on October 31, 2025, at 3:00 p.m. (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Aggrieved Employees**” means all current and former employees of Defendants on whose behalf Plaintiff Ortiz sought civil penalties under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., “PAGA”) who worked for Defendant Altum as non-exempt, hourly paid employees at any time during the PAGA Period.

“**Class**” means all current and former employees of Defendant Altum who performed work for Defendants as non-exempt, hourly-paid employees in California at any time during the Class Period.

“**Class Member**” means a member of the Class.

“**Class Period**” means the time period from July 28, 2017 through December 8, 2022.

“**Class Settlement**” means the settlement and release of the Released Class Claims.

“**PAGA Period**” means the period from September 14, 2020 through December 8, 2022.

“**PAGA Settlement**” means the settlement and release of the Released PAGA Claims.

II. BACKGROUND OF THE ACTIONS

On July 28, 2021, Plaintiff Valdies filed a Class Action Complaint for Damages in the San Diego County Superior Court, Case No. 37-2021-00032142 (“*Valdies* Action”). On September 10, 2021, Plaintiff Ortiz filed a Class Action Complaint for Damages in the San Francisco County Superior Court, Case No. CGC-21-595150 (“*Ortiz* Class Action”). On November 24, 2021, Plaintiff Ortiz filed a PAGA representative action in the San Francisco County Superior Court, Case No. CGC-21-596812 (“*Ortiz* PAGA Action”). On August 25, 2022, Plaintiff Ortiz filed her First Amended Complaint, which added a ninth cause of action seeking civil penalties under PAGA (Labor Code sections 2699, et seq.).

On September 16, 2022, Defendants filed a Petition for Coordination and Request for Order Staying Proceedings. Defendants sought to coordinate the *Valdies* Action with the *Ortiz* Class Action and to designate the San Francisco County Superior Court as the situs for the coordinated actions. Defendant Altum did not seek to coordinate the *Ortiz* PAGA Action. On April 13, 2023, an order dismissing Plaintiff Ortiz’s PAGA action with prejudice was granted. On December 7, 2022, the Court entered an Order Granting Altum Senior Living LLC’s Petition for Coordination and Request for Stay and recommended the San Francisco County Superior Court as the site for the coordinated proceedings. The Court stayed the *Valdies* Action and *Ortiz* Class Action until the completion of coordination proceedings and the assignment of the coordinated actions judge.

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, et seq. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Actions and deny that they violated any laws.

After investigation and analysis of the claims, the Parties engaged in good faith, arm’s-length negotiations, and, as a result, the Parties reached a settlement. The Parties have since entered into the Fifth Amended Class and PAGA Action Settlement and Release Agreement (“Agreement,” “Settlement” or “Settlement Agreement”).

On September 13 2023, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc., as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Kylee Valdies and Paloma Ortiz Cruz as representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Benjamin H. Haber, Esq.
Chase M. Stern, Esq.
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988 / Fax: (213) 381-9989

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

Because this Settlement resolves claims brought pursuant to PAGA by Plaintiff Ortiz acting as a representative and as a Private Attorney General of and for the State of California and the Labor and Workforce Development Agency ("LWDA"), an Aggrieved Employee cannot opt out of the release of the claims for PAGA civil penalties set forth in the Settlement Agreement. All Aggrieved Employees will release the Released PAGA Claims, and will be paid their respective shares of the PAGA Fund.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs, Class Members, and Aggrieved Employees. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

Defendants maintain that they complied at all times with California law, and denies that they did anything wrong. Defendants disputed and still dispute the claims made against them.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Hundred Seventeen Thousand Five Hundred Dollars (\$517,500.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court: (1) attorneys' fees in an amount not to exceed 25% of the Gross Settlement Amount (i.e., \$129,375.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), (together, "Attorneys' Fees and Costs") to Class Counsel; (2) Class Representative Enhancement Awards in an amount up to Five Thousand Dollars (\$5,000.00) to each of the Plaintiffs, for a total of \$10,000, for their services in the Actions; (3) Twenty-Five Thousand (\$25,000.00) ("PAGA Settlement Amount"), with Seventy-Five Percent (75%) or Eighteen Thousand Seven-Hundred And Fifty Dollars (\$18,750.00) of the PAGA Settlement Amount to be paid to the LWDA ("LWDA Payment") and Twenty-Five Percent (25%) or Six Thousand and Two-Hundred and Fifty Dollars (\$6,250.00) ("PAGA Fund") to be paid to Aggrieved Employees; and (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars (\$9,000.00), to the Settlement Administrator.

Class Members are entitled to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendants as an hourly-paid or non-exempt employee within California during the Class Period ("Workweeks"). Workweeks are to be calculated by the Settlement Administrator using the information to be provided by Defendants

by way of the Class List, by counting the number of days between start and end dates of employment during the Class Period, as reflected in the Class List, and divide by seven and round up to the nearest whole number.

The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued their payment of their final Individual Settlement Share.

Similarly, Aggrieved Employees are entitled to receive payment under the Settlement of their pro rata share of the PAGA Fund (“Individual PAGA Shares”) based on the number of weeks each Aggrieved Employee worked as an hourly-paid or non-exempt employee in California during the PAGA Period.

The Settlement Administrator will divide the PAGA Fund by the Workweeks of all Aggrieved Employees during the PAGA Period to yield the “PAGA Workweek Value”, and multiply each Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she is eligible to receive under the Settlement.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099, if applicable. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of the Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Maximum Settlement Amount.

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

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

From July 28, 2017 through December 8, 2022 (i.e., Class Period), you are credited as having worked «MERGED_WW_CALCS» Workweeks.

From September 14, 2020 through December 8, 2022 (i.e., PAGA Period), you are credited as having worked «MERGED_PAGA_WW_CALCS» Workweeks

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”), which must: (1) contain the case name and number of one of the Actions; (2) be signed by you; (3) contain your full name, address, and telephone number; (4) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number(s) to be credited to you; (5) include information and/or attach documentation demonstrating that the number of Workweeks that you contends should be credited to you are correct; and (6) is returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than September 19, 2025.**

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«MERGED_IndividualSettAmnt_CALC». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«MERGED_PAGA_EstSettAmnt_CALC».

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, all Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Participating Class Members), and the State of California with respect to Aggrieved Employees and all Aggrieved Employees will be deemed to have fully, finally and forever released settled, compromised, relinquished, discharged all Released Parties of any and all Released Class Claims and Released PAGA Claims. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect. The definition of Released Class Claims shall not be limited in any way by the possibility that Plaintiffs or Participating Class Members may discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the Actions but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Class Claims.

“Released Class Claims” means all claims that were asserted in the Complaints, arising during the Class Period, under state, federal, or local law, such as those under the California Labor Code (including, *inter alia*, §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802), Industrial Welfare Commission Wage Orders (including, *inter alia*, Wage Orders No. 4-2001), regulations, and/or other provisions of law, for: (1) failure to pay overtime wages; (2) failure to provide compliant meal periods and pay associated premiums (3) failure to provide compliant rest periods and pay associated premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California’s unfair competition law based on the aforementioned claims.

“Released PAGA Claims” means all claims for civil penalties under PAGA, arising out of the facts alleged in the Complaints and PAGA Notice, or that reasonably could have been alleged in the Complaints and PAGA Notice, during the PAGA Period, for violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, for (1) failure to pay overtime wages; (2) failure to provide compliant meal periods and pay associated premiums; (3) failure to provide compliant rest periods and pay associated premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse necessary business expenses.

“Released Parties” means Defendants and all of their present and former direct and indirect subsidiaries and affiliates, and their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, shareholders, joint ventures, affiliated organizations, insurers, and assigns and each of their past, present, and future officers, directors, trustees, agents, management-level employees, attorneys, fiduciaries, contractors,

representatives, partners, joint ventures, benefit plans sponsored or administered by them, divisions, units, branches, and other persons or entities acting on their behalf.

E. Attorneys' Fees Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to twenty-five percent (25%) of the Gross Settlement Amount (i.e., an amount of up to \$129,375.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00), subject to approval by the Court. All Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

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

F. Class Representative Enhancement Awards to Plaintiffs

Plaintiffs will seek the amount of Five Thousand Dollars (\$5,000.00) to each of them, for a total of \$10,000 ("Class Representative Enhancement Awards"), in recognition of their services in connection with the Actions. The Class Representative Enhancement Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and, if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars (\$9,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including but not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. If You Do Nothing, You Will Participate in the Settlement

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

You will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

B. Request Exclusion from the Class Settlement, You Will Not Participate in the Class Settlement

If you do not wish to participate in the Class Settlement, you must submit a written request ("Request for Exclusion"), that must: (1) contain the case name and number of one of the Actions; (2) state your full name, address, and telephone number; (3) clearly state that you do not wish to be included in the Class Settlement, containing the following or substantially similar language: "I elect to opt-out of the class action portion of this settlement. I understand that by doing so, I will not be able to participate in, or receive a share of, the class portion of the settlement."; (4) be signed by you; and (5) be returned by mail to the Settlement Administrator, postmarked **no later than September 19, 2025**, at the following address:

Altum Senior Living Wage and Hour Cases
P.O Box 26170
Santa Ana, CA 92799

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion from the Class Settlement will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court, if the Court grants final approval of the Settlement. If you submit a timely and valid Request for Exclusion will retain your right to pursue your claims against in a separate action/proceeding.

Aggrieved Employees may not opt-out of the PAGA Settlement and will still be paid their respective share of the PAGA Fund.

C. If You Object to the Class Settlement, You Remain Part of the Class and Participate in the Class Settlement

You may object to the terms of the Class Settlement only if you have not submitted a Request for Exclusion from the Class Settlement, by submitting a written objection to the Settlement Administrator (“Objection”) or presenting your objection orally at the Final Approval Hearing, without any prior notice. You may not object to the Class Settlement if you submitted a Request for Exclusion from the Class Settlement (i.e., you may not submit **both** a Request for Exclusion **and** an Objection). If you submit **both** a Request for Exclusion **and** an Objection, the Settlement Administrator will honor the submission that is received first and disregard the other.

A written objection must: (1) contain the case name and number of one of the Actions; (2) state your full name, address, and telephone number; (3) include a written statement of all grounds for your objection accompanied by any legal and/or factual support for such objection; (4) attach copies of any papers, briefs, or other documents upon which your objection is based; (5) be signed by you; (6) identify any legal counsel representing you with respect to the objection; and (7) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than September 19, 2025**.

If the Court rejects your Objection, you are still entitled to participate in the Settlement.

DEFENDANTS WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THEIR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 606 of the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, California 94102, on **October 31, 2025**, at 3:00 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Class Representative Enhancement Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

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

Please note, due to COVID-19, there are limitations on personal appearances, but telephonic appearances are available. You can visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://sf.courts.ca.gov/>. Please note, there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and documents filed in the Actions for free by visiting the civil clerk's office, located at 400 McAllister St., Room 103, San Francisco, California 94102, during business hours, or online by visiting the following website: <https://sf.courts.ca.gov/online-services/case-information>, clicking "Access Now" under Case Query and typing in the Court Case Number "CJC-22-005258."

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 369-3780, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE

Procedimiento de Coordinación del Consejo Judicial No. 5258 Casos de Salarios y Horas de Altum Senior Living

POR FAVOR, LEA ATENTAMENTE ESTA NOTIFICACIÓN DE CLASE.

Usted ha recibido esta Notificación de Clase porque los registros de los Demandados indican que usted es un empleado actual o expleado de Altum Senior Living, LLC y/o Crescendo Senior Living, LLC que trabajó para Altum Senior Living, LLC y/o Crescendo Senior Living, LLC en California entre el 28 de julio del 2017 y el 8 de diciembre del 2022, y un acuerdo de acción de clase descrito en esta carta puede afectar sus derechos. Puede ser elegible para participar en el acuerdo de acción de clase al que se llegó en los casos mencionados anteriormente.

No necesita tomar ninguna acción para recibir un pago del acuerdo y, a menos que solicite ser excluido del acuerdo de clase, sus derechos legales pueden verse afectados.

Esta Notificación de Clase está diseñada para informarle sobre sus derechos y opciones, y cómo puede solicitar ser excluido del acuerdo de clase, oponerse al acuerdo de clase y/o disputar la cantidad de Semanas de Trabajo que se le acreditan, si así lo desea.

Una corte autorizó esta notificación. Esta no es una petición de un abogado.

POR QUÉ RECIBE ESTA NOTIFICACIÓN: Se ha llegado a un acuerdo de acción de clase entre las Demandantes Kylee Valdies (“Demandante Valdies”) y Paloma Ortiz Cruz (“Demandante Ortiz”) (en conjunto, “Demandantes”) y los Demandados Altum Senior Living LLC y Crescendo Senior Living LLC demandados erróneamente como Crescendo Senior Living of Placentia (en conjunto, “Demandados”) (las Demandantes y los Demandados se denominan colectivamente las “Partes”) en los casos de acción de clase, que se han coordinado conforme al Procedimiento de Coordinación del Consejo Judicial No. 5258 (Corte Superior de California, Condado de San Francisco Caso No. CJC-22-005258): *Kylee Valdies v. Altum Senior Living LLC, y Crescendo Senior Living of Placentia*, Corte Superior del Condado de San Diego, Caso No. 37-2021-00032142; *Paloma Ortiz Cruz v. Altum Senior Living LLC*, Corte Superior del Condado de San Francisco, Caso No. CGC-21-595150; y *Paloma Ortiz Cruz v. Altum Senior Living, LLC*, Corte Superior del Condado de San Francisco Caso No. CGC-21-596812 (en conjunto, las “Acciones”), que pueden afectar sus derechos legales. El 11 de junio del 2025, la Corte otorgó la homologación preliminar del Acuerdo y programó una audiencia para el 31 de octubre del 2025, a las 3:00 p. m. (“Audiencia de Homologación Definitiva”) para determinar si la Corte debería conceder o no la homologación definitiva del Acuerdo.

I. DEFINICIONES IMPORTANTES

“Empleados Agraviados” significa todos los empleados actuales y exempleados de los Demandados en cuyo nombre la Demandante Ortiz solicitó sanciones civiles conforme a la Ley de Procuraduría General Privada de 2004 del Código Laboral (Cód. Lab. de Cal., Art. 2698, et seq., “PAGA”) que trabajaron para el Demandado Altum como empleados no exentos por hora en cualquier momento durante el Período de la PAGA.

“Clase” se refiere a todos los empleados y exempleados del Demandado Altum que trabajaron para los Demandados como empleados no exentos por hora en California en cualquier momento durante el Período de la Clase.

“Miembro de la Clase” significa un miembro de la Clase.

“Período de la Clase” significa el período comprendido entre el 28 de julio del 2017 y el 8 de diciembre del 2022.

“Acuerdo de Clase” significa el acuerdo y exoneración de los Reclamos Exonerados de la Clase.

“Período de la PAGA” significa el período comprendido entre el 14 de septiembre del 2020 y el 8 de diciembre del 2022.

“Acuerdo en virtud de la PAGA” significa el acuerdo y exoneración de los Reclamos Exonerados en virtud de la PAGA.

II. ANTECEDENTES DE LAS ACCIONES

El 28 de julio del 2021, la Demandante Valdies presentó una Demanda de Acción de Clase por Daños en la Corte Superior del Condado de San Diego, Caso No. 37-2021-00032142 (“Acción *Valdies*”). El 10 de septiembre del 2021, la Demandante Ortiz presentó una Demanda de Acción de Clase por Daños en la Corte Superior del Condado de San Francisco, Caso No CGC-21-595150 (“Acción de Clase *Ortiz*”). El 24 de noviembre del 2021, la Demandante Ortiz presentó una acción de representación en virtud de la PAGA en la Corte Superior del Condado de San Francisco, Caso No. CGC-21-596812 (“Acción *Ortiz* en virtud de la PAGA”). El 25 de agosto del 2022, la Demandante Ortiz presentó su Primera Demanda Modificada, que agregó una novena causa de acción para solicitar sanciones civiles en virtud de la PAGA (Artículos 2699 et seq. del Código Laboral).

El 16 de septiembre del 2022, los Demandados presentaron una Petición de Coordinación y Solicitud de Suspensión del Procedimiento. Los Demandados buscaron coordinar la Acción *Valdies* con la Acción de Clase *Ortiz* y designar a la Corte Superior del Condado de San Francisco como sede para las acciones coordinadas. El Demandado Altum no buscó coordinar la Acción *Ortiz* en virtud de la PAGA. El 13 de abril del 2023, se otorgó una orden que desestimaba la acción en virtud de la PAGA de la Demandante Ortiz sin derecho a un nuevo juicio. El 7 de diciembre del 2022, la Corte dictó una Orden que otorga la Petición de Coordinación y Solicitud de Suspensión de Altum Senior Living LLC y recomendó a la Corte Superior del Condado de San Francisco como el sitio para los procedimientos coordinados. La Corte suspendió la Acción *Valdies* y la Acción de Clase *Ortiz* hasta la finalización de los procedimientos de coordinación y la asignación del juez de acciones coordinadas.

Las Demandantes alegan que los Demandados no pagaron adecuadamente los salarios mínimos y horas extra, no proporcionaron períodos de comida y descanso ni primas asociadas, no pagaron a tiempo los salarios durante el empleo y al momento de la finalización del empleo y las sanciones por mora intencional en el pago de los montos debidos después de la desvinculación, no proporcionaron talones de cheque conformes, no mantuvieron los registros de nómina de pago requeridos, no reembolsaron los gastos comerciales y, por lo tanto, participaron en prácticas comerciales desleales en violación del artículo 17200, *et seq.* del Código de Negocios y Profesiones de California. Las Demandantes buscan, entre otras cosas, el cobro de salarios impagos y primas por períodos de comida y descanso, gastos comerciales no reembolsados, restitución, sanciones, intereses, honorarios y costos de abogados.

Los Demandados niegan todas las alegaciones en las Acciones y niegan haber violado alguna ley.

Después de la investigación y análisis de los reclamos, las Partes participaron en negociaciones de buena fe y en condiciones de igualdad y, como resultado, las Partes llegaron a un acuerdo. Desde entonces, las Partes han celebrado el Quinto Acuerdo Modificado de Acción de Clase y PAGA y Acuerdo de Exoneración (“Acuerdo”).

El 13 de septiembre del 2023, la Corte dictó una orden que homologa de manera preliminar el Acuerdo. La Corte ha designado a Simpluris, Inc., como administrador del Acuerdo (“Administrador del Acuerdo”), a las Demandantes Kylee Valdies y Paloma Ortiz Cruz como representantes de la Clase (“Representantes de la Clase”), y a los siguientes abogados como abogados de la Clase (“Abogados de la Clase”):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203

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Notificación de Acuerdo de Acción de Clase

Glendale, California 91203
Teléfono: (818) 265-1020 / Fax: (818) 265-1021

Benjamin H. Haber, Esq.
Chase M. Stern, Esq.
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Ángeles, California 90010
Teléfono: (213) 381-9988 / Fax: (213) 381-9989

Si usted es un Miembro de la Clase, no hace falta que realice ninguna acción para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar su exclusión del Acuerdo (en cuyo caso no recibirá un Pago Individual del Acuerdo), oponerse al Acuerdo de Clase y/o disputar las Semanas de Trabajo que le fueron acreditadas, si así lo desea, como se explica en mayor detalle en las Secciones III y IV más adelante.

Debido a que este Acuerdo resuelve los reclamos presentados conforme a la PAGA por la Demandante Ortiz que actúa como representante y como Procurador General Privado del Estado de California y la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA"), un Empleado Agraviado no puede excluirse de la exoneración de los reclamos por sanciones civiles en virtud de la PAGA establecidos en el Acuerdo. Todos los Empleados Agraviados exonerarán los Reclamos Exonerados en virtud de la PAGA, y se les pagará sus respectivas partes del Fondo en virtud de la PAGA.

El Acuerdo representa un compromiso y acuerdo de reclamos muy disputados. Nada de lo contenido en el Acuerdo tiene la intención de ni será interpretado como una admisión por parte de los Demandados de que los reclamos en las Acciones tienen fundamento o de que los Demandados tienen responsabilidad alguna con respecto a las Demandantes, los Miembros de la Clase y los Empleados Agraviados. Las Demandantes y los Demandados, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres para cada parte de la continuación del litigio, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros de la Clase. La Corte no se ha pronunciado sobre el fondo de los reclamos afirmados en las Acciones y solo ha determinado que la certificación de la Clase a los fines del acuerdo es apropiada conforme a la ley de California.

Los Demandados sostienen que cumplieron en todo momento con la ley de California, y niegan haber hecho algo mal. Los Demandados disputaron y aún disputan los reclamos formulados en su contra.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El importe bruto total del acuerdo es de quinientos diecisiete mil quinientos dólares (\$517,500.00) (el "Importe Bruto del Acuerdo"). La parte del Importe Bruto del Acuerdo que está disponible para el pago a los Miembros de la Clase se refiere como "Importe Neto del Acuerdo". El Importe Neto del Acuerdo será el Importe Bruto del Acuerdo menos los siguientes pagos que están sujetos a la homologación de la Corte: (1) honorarios de abogados por un monto que no exceda el 25% del Importe Bruto del Acuerdo (es decir, \$129,375.00) y reembolso de costos y gastos de litigación por un monto que no exceda los veinticinco mil dólares (\$25,000.00), (en conjunto, "Honorarios y Costos de Abogados") a los Abogados de la Clase; (2) Aumento en el Pago al Representante de la Clase por un monto de hasta cinco mil dólares (\$5,000.00) a cada una de las Demandantes, por un total de \$10,000, por sus servicios en las Acciones; (3) Veinticinco mil (\$25,000.00) ("Importe del Acuerdo en virtud de la PAGA"), con setenta y cinco por ciento (75%) o dieciocho mil setecientos cincuenta dólares (\$18,750.00) del Importe del Acuerdo en virtud de la PAGA que se pagará a la LWDA ("Pago a la LWDA") y veinticinco por ciento (25%) o seis mil doscientos cincuenta dólares (\$6,250.00) ("Fondo en virtud de la PAGA") que se pagará a los Empleados Agraviados; y (4) Costos de Administración del Acuerdo que no excedan los nueve mil dólares (\$9,000.00) para el Administrador del Acuerdo.

Los Miembros de la Clase tienen derecho a recibir un pago en virtud del Acuerdo de su parte proporcional del Importe Neto del Acuerdo (“Parte Individual del Acuerdo”) según la cantidad de semanas que cada Miembro de la Clase trabajó para los Demandados como empleado no exento o por hora en California durante el Período de la Clase (“Semanas de Trabajo”). El Administrador del Acuerdo calculará las Semanas de Trabajo utilizando la información que los Demandados proporcionarán a través de la Lista de la Clase, contando la cantidad de días entre las fechas de inicio y finalización del empleo durante el Período de la Clase, como se refleja en la Lista de la Clase, y divida por siete y redondeada al número entero más cercano.

El Administrador del Acuerdo ha dividido el Importe Neto del Acuerdo por la cantidad total de Semanas de Trabajo de todos los Miembros de la Clase durante el Período de la Clase para obtener el “Valor Estimado de la Semana de Trabajo”, y multiplica las Semanas de Trabajo Individuales de cada Miembro de la Clase durante el Período de la Clase por el Valor Estimado de la Semana de Trabajo para obtener su Parte Individual del Acuerdo estimada que pueda ser elegible para recibir en virtud del Acuerdo (que se indica en la Sección III.C a continuación). Los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna (“Miembros Participantes de la Clase”) recibirán su pago de su Parte Individual del Acuerdo final.

De manera similar, los Empleados Agraviados tienen derecho a recibir un pago en virtud del Acuerdo de su parte proporcional del Fondo en virtud de la PAGA (“Partes Individuales de la PAGA”) en función de la cantidad de semanas que cada Empleado Agraviado trabajó como empleado por hora o no exento en California durante el Período de la PAGA.

El Administrador del Acuerdo dividirá el Fondo en virtud de la PAGA por las Semanas de Trabajo de todos los Empleados Agraviados durante el Período de la PAGA para obtener el “Valor de la Semana de Trabajo de la PAGA”, y multiplicará las Semanas de Trabajo Individuales de cada Empleado Agraviado durante el Período de la PAGA por el Valor de la Semana de Trabajo de la PAGA para obtener su Pago Individual en virtud de la PAGA que sea elegible para recibir en virtud del Acuerdo.

Cada Parte Individual del Acuerdo se asignará como veinte por ciento (20%) salarios, que se informarán en un Formulario W-2 del IRS, y ochenta por ciento (80%) sanciones, intereses y daños no salariales, que se informarán en un Formulario 1099 del IRS, si corresponde. Cada Parte Individual del Acuerdo estará sujeta a una reducción por la parte del empleado de los impuestos sobre la nómina de pago adeudados sobre la parte salarial de la Parte Individual del Acuerdo. La parte del empleador de los impuestos y contribuciones sobre la nómina de pago en relación con la parte salarial de las Partes Individuales del Acuerdo (“Impuestos del Empleador”) será pagada por los Demandados por separado y además del Importe Máximo del Acuerdo.

Si la Corte concede la homologación definitiva del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros de la Clase del Acuerdo a la dirección que se encuentra en los registros del Administrador del Acuerdo. **Si la dirección a la que se envía esta Notificación de Clase no es correcta, o si se muda después de recibir esta Notificación de Clase, debe proporcionar su dirección de correspondencia correcta al Administrador del Acuerdo lo antes posible, para garantizar que usted reciba el pago al que pueda tener derecho conforme a este Acuerdo.**

B. Sus Semanas de Trabajo basadas en los Registros de los Demandados

De acuerdo con los registros de la nómina de pago de los Demandados:

Entre el 28 de julio del 2017 y el 8 de diciembre del 2022 (es decir, el Período de la Clase), se le acredita haber trabajado «MERGED_WW_CALCS» Semanas de Trabajo.

Entre el 14 de septiembre del 2020 y el 8 de diciembre del 2022 (es decir, el Período de la PAGA), se le acredita haber trabajado «MERGED_PAGA_WW_CALCS» Semanas de Trabajo

Si desea disputar las Semanas de Trabajo que se le acreditaron, debe presentar una disputa por escrito (“Disputa de las Semanas de Trabajo”), que debe: (1) contener el nombre del caso y el número de una de las Acciones; (2) estar firmada por usted; (3) contener su nombre completo, dirección y número de teléfono; (4) indicar claramente que disputa la cantidad de Semanas de Trabajo que se le acreditaron y lo que sostiene que es el número correcto que se le acreditará; (5) incluir información y/o adjuntar documentación que demuestre que la cantidad de Semanas de Trabajo que usted sostiene que se le debe acreditar es correcta; y (6) enviarse por correo al Administrador del Acuerdo a la dirección especificada que se indica en la Sección IV.B a continuación, con sello postal **del 19 de septiembre del 2025 o una fecha anterior.**

C. Su Pago Individual del Acuerdo y/o Pago Individual en virtud de la PAGA estimados

Como se explicó anteriormente, su Pago Individual del Acuerdo y/o su Pago Individual en virtud de la PAGA estimados se basan en la cantidad de Semanas de Trabajo que le fue acreditada.

Conforme a los términos del Acuerdo, se estima que su Parte Individual del Acuerdo es de \$«MERGED_IndividualSettAmnt_CALC». La Parte Individual del Acuerdo está sujeta a una reducción por la parte del empleado de impuestos y retenciones con respecto a la parte salarial de la Parte Individual del Acuerdo.

De acuerdo con los términos del Acuerdo, se estima que su Pago Individual en virtud de la PAGA es de \$«MERGED_PAGA_EstSettAmnt_CALC».

El proceso de homologación del acuerdo puede llevar varios meses. Su Pago Individual del Acuerdo y/o su Pago Individual en virtud de la PAGA (si corresponde) que se indica en la presente Notificación de Clase es solo una estimación. Su Pago Individual del Acuerdo y/o su Pago Individual en virtud de la PAGA (si corresponde) reales pueden ser superiores o inferiores a ese importe. Los pagos se distribuirán únicamente si la Corte otorga la homologación definitiva del Acuerdo y después de que el Acuerdo entre en vigencia.

D. Exoneración de Reclamos

En la Fecha de Entrada en Vigencia y la financiación total del Importe Bruto del Acuerdo, se considerará que las Demandantes, todos los Miembros de la Clase que no hayan presentado una Solicitud de Exclusión válida y oportuna (es decir, los Miembros Participantes de la Clase), y el Estado de California con respecto a los Empleados Agraviados y todos los Empleados Agraviados han exonerado, acordado, comprometido, renunciado y liberado a todas las Partes Exoneradas de todos los Reclamos Exonerados de la Clase y Reclamos Exonerados en virtud de la PAGA. Las Partes acuerdan que la sentencia y exoneración de los reclamos previstos en el presente tendrán efecto *res judicata*. La definición de Reclamos Exonerados de la Clase no estará limitada de ninguna manera por la posibilidad de que las Demandantes o los Miembros Participantes de la Clase puedan descubrir nuevos hechos o teorías legales o argumentos legales no alegados en los escritos operativos en las Acciones, pero que podrían servir como base alternativa para proseguir los mismos reclamos, causas de acción o teorías legales de reparación que entran dentro de la definición de Reclamos Exonerados de la Clase.

“Reclamos Exonerados de la Clase” significa todos los reclamos que se afirmaron en las Demandas, que surgieron durante el Período de la Clase, conforme a la ley estatal, federal o local, como aquellos conforme al Código Laboral de California (incluidos, entre otros, §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800 y 2082), Órdenes Salariales de la Comisión de Bienestar Industrial (incluidas, entre otras, las Órdenes Salariales No. 4-2001), reglamentos y/u otras disposiciones de la ley, por: (1) no pagar salarios por horas extra; (2) no proporcionar períodos de comida ni primas asociadas que cumplan con los requisitos (3) no proporcionar períodos de descanso ni pagar primas asociadas que cumplan con los requisitos; (4) no pagar salarios mínimos; (5) no pagar salarios oportunos al momento de la desvinculación; (6) no pagar los salarios a tiempo durante el empleo; (7) no proporcionar talones de cheque que cumplan con los requisitos; (8) no mantener los registros de nómina de pago requeridos; (9) no reembolsar los gastos comerciales necesarios; y (10) la violación de la ley de competencia desleal de California sobre la base de los reclamos mencionados anteriormente.

“Reclamos Exonerados en virtud de la PAGA” significa todos los reclamos por sanciones civiles en virtud de la PAGA, que surjan de los hechos alegados en las Demandas y la Notificación de la PAGA, o que razonablemente se podrían haber alegado en las Demandas y la Notificación de la PAGA, durante el Período de la PAGA, por violaciones de los artículos 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California por (1) no pagar los salarios de horas extra; (2) no proporcionar los períodos de comida ni pagar las primas asociadas; (3) no proporcionar los períodos de descanso ni pagar las primas asociadas; (4) no pagar los salarios mínimos; (5) no pagar los salarios oportunos al momento de la desvinculación; (6) no pagar los salarios a tiempo durante el empleo; (7) no proporcionar talones de cheque que cumplan con los requisitos; (8) no mantener los registros de nómina de pago requeridos; y (9) no reembolsar los gastos comerciales necesarios.

“Partes Exoneradas” significa los Demandados y todas sus subsidiarias y afiliadas directas e indirectas actuales y anteriores, y sus matrices, afiliadas, subsidiarias, divisiones, predecesores, sucesores, socios, accionistas, empresas conjuntas, organizaciones afiliadas, aseguradoras y cesionarios actuales y anteriores y cada uno de sus funcionarios, directores, fideicomisarios, agentes, empleados de nivel gerencial, abogados, fiduciarios, contratistas, representantes, socios, empresas conjuntas, planes de beneficios patrocinados o administrados por ellos, divisiones, unidades, sucursales y otras personas o entidades que actúen en su nombre pasadas, presentes y futuras.

E. Costos de honorarios de abogados para los Abogados de la Clase

Los Abogados de la Clase solicitarán honorarios de abogados por un monto de hasta veinticinco por ciento (25%) del Importe Bruto del Acuerdo (es decir, un monto de hasta \$129,375.00) y el reembolso de costos y gastos de litigación por un monto de hasta veinticinco mil dólares (\$25,000.00), sujeto a la aprobación de la Corte. Todos los Honorarios y Costos de Abogados otorgados por la Corte se pagarán del Importe Bruto del Acuerdo. Los Abogados de la Clase han estado llevado adelante las Acciones sobre una base de honorarios de contingencia (es decir, sin recibir ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos de litigación.

Como Miembro de la Clase, no será responsable por separado del pago de los honorarios de abogados o los costos y gastos de litigación, a menos que contrate a su propio abogado, en cuyo caso usted será responsable de los honorarios y gastos de su propio abogado.

F. Aumento en el Pago al Representante de la Clase para las Demandantes

Las Demandantes solicitarán el monto de cinco mil dólares (\$5,000.00) para cada una de ellas, por un total de \$10,000 (“Aumento en el Pago al Representante de la Clase”), en reconocimiento por sus servicios en relación con las Acciones. Los Aumentos en el Pago al Representante de la Clase se pagará del Importe Bruto del Acuerdo, sujeto a la aprobación de la Corte y, si se adjudican, se pagarán a las Demandantes además de sus Pagos Individuales del Acuerdo a los que tienen derecho en virtud del Acuerdo.

G. Costos de Administración del Acuerdo al Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá los nueve mil dólares (\$9,000.00) (“Costos de Administración del Acuerdo”) por los costos del proceso de notificación y administración del acuerdo, lo que incluye, entre otros, el gasto de notificar a los Miembros de la Clase sobre el Acuerdo, tramitar las Solicitudes de Exclusión, Oposiciones, y las Disputas de las Semanas de Trabajo, el cálculo de las Partes Individuales del Acuerdo y la distribución de los pagos y formularios de impuestos en virtud del Acuerdo, y se pagarán del Importe Bruto del Acuerdo, sujeto a la aprobación de la Corte.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

A. Si no hace nada, participará en el Acuerdo

Si desea participar en el Acuerdo y recibir dinero del Acuerdo, no tiene que hacer nada. Usted será incluido automáticamente en el Acuerdo y recibirá su Pago Individual del Acuerdo a menos que decida excluirse del

Acuerdo de Clase.

Quedará obligado por los términos del Acuerdo y cualquier sentencia que pueda dictar la Corte sobre la base del mismo, y se considerará que ha exonerado los Reclamos Exonerados de la Clase descritos en la Sección III.D anterior.

B. Al Solicitar la Exclusión del Acuerdo de Clase, no participará en el Acuerdo de Clase

Si no desea participar en el Acuerdo de Clase, debe presentar una solicitud por escrito (“Solicitud de Exclusión”), que debe: (1) contener el nombre del caso y el número de una de las Acciones; (2) indicar su nombre completo, dirección y número de teléfono; (3) indicar claramente que no desea ser incluido en el Acuerdo de Clase, y contener lo siguiente o un lenguaje sustancialmente similar: “Elijo excluirme de la parte de acción de clase de este acuerdo. Comprendo que, al hacerlo, no podré participar ni recibir una parte de la parte de la clase del Acuerdo”; (4) estar firmada por usted; y (5) ser devuelta por correo al Administrador del Acuerdo, con sello postal **del 19 de septiembre del 2025 o una fecha anterior**, a la siguiente dirección:

Altum Senior Living Wage and Hour Cases
P.O Box 26170
Santa Ana, CA 92799

Si la Corte otorga la homologación definitiva del Acuerdo, todo Miembro de la Clase que presente una Solicitud de Exclusión del Acuerdo de Clase válida y oportuna no tendrá derecho a recibir un Pago Individual del Acuerdo de Clase, no estará obligado por el Acuerdo de Clase (y la exoneración de los Reclamos Exonerados de la Clase descritos en la Sección III.D anterior), y no tendrá ningún derecho a oponerse, apelar o comentar sobre el Acuerdo de Clase. Los Miembros de la Clase que no presenten una Solicitud de Exclusión serán considerados Miembros Participantes de la Clase y estarán obligados por todos los términos del Acuerdo, incluidos los relacionados con la exoneración de los Reclamos Exonerados de la Clase descritos en la Sección III.D anterior, además de la sentencia contemplada que dictará la Corte, si la Corte otorga la homologación definitiva del Acuerdo. Si presenta una Solicitud de Exclusión válida y oportuna, conservará su derecho a presentar sus reclamos en contra en una acción/procedimiento separado.

Los Empleados Agraviados no podrán excluirse del Acuerdo en virtud de la PAGA y aún recibirán su parte respectiva del Fondo en virtud de la PAGA.

C. Si se opone al Acuerdo de Clase, seguirá siendo parte de la Clase y participará en el Acuerdo de Clase

Puede oponerse a los términos del Acuerdo de Clase solo si no ha presentado una Solicitud de Exclusión del Acuerdo de Clase, presentando una oposición por escrito al Administrador del Acuerdo (“Oposición”) o presentando su oposición oralmente en la Audiencia de Homologación Definitiva, sin previo aviso. No puede oponerse al Acuerdo de Clase si presentó una Solicitud de Exclusión del Acuerdo de Clase (es decir, no puede presentar **a la vez** una Solicitud de Exclusión y una Oposición). Si presenta **tanto** una Solicitud de Exclusión **como** una Oposición, el Administrador del Acuerdo honrará la presentación que se reciba primero y no tendrá en cuenta la otra.

Una oposición escrita debe: (1) contener el nombre del caso y el número de una de las Acciones; (2) indicar su nombre completo, dirección y número de teléfono; (3) incluir una declaración escrita de todos los motivos de su oposición acompañada de cualquier respaldo legal y/o de hecho para dicha oposición; (4) adjuntar copias de cualquier documento, informe u otro documento en el que se base su oposición; (5) estar firmada por usted; (6) identificar a cualquier asesor legal que lo represente con respecto a la oposición; y (7) ser enviada por correo al Administrador del Acuerdo a la dirección indicada en la Sección IV.B anterior, con sello postal **del 19 de septiembre del 2025 o una fecha anterior**.

Si la Corte rechaza su Oposición, aún tiene derecho a participar en el Acuerdo.

LOS DEMANDADOS NO TOMARÁN REPRESALIAS CONTRA NINGÚN MIEMBRO DE LA CLASE POR EJERCER CUALQUIERA DE SUS DERECHOS Y OPCIONES LEGALES CONFORME AL ACUERDO

V. AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA

La Corte celebrará una Audiencia de Homologación Definitiva en el Departamento 606 de la Corte Superior del Condado de San Francisco, ubicado en 400 McAllister St., San Francisco, California 94102, el **31 de octubre del 2025**, a las 3:00 p. m., para determinar si el Acuerdo debe homologarse en forma definitiva como justo, razonable y adecuado. También se le pedirá a la Corte que apruebe y adjudique los Honorarios y Costos de Abogados a los Abogados de la Clase, los Aumentos en el Pago al Representante de la Clase a las Demandantes y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La audiencia podrá continuar sin previo aviso a los Miembros de la Clase. No es necesario que comparezca a la Audiencia de Homologación Definitiva, aunque puede hacerlo si así lo desea.

Tenga en cuenta que, debido al COVID-19, hay limitaciones con respecto a la comparecencia en persona, pero la comparecencia telefónica está disponible. Puede visitar el sitio web de la Corte para obtener la información más actualizada sobre el impacto del COVID-19 en las operaciones de la Corte y cualquier requisito que pueda aplicarse para acceder a las instalaciones de la Corte: <https://sf.courts.ca.gov/>. Tengas en cuenta que puede haber plazos para reservar una comparecencia remota y se pueden aplicar cargos o tarifas de reserva.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y las condiciones específicos del Acuerdo, puede consultar el Acuerdo detallado y demás documentos que se encuentran en los archivos de la Corte.

Puede ver el Acuerdo y los documentos presentados en las Acciones de manera gratuita visitando la secretaría civil, ubicada en 400 McAllister St., Room 103, San Francisco, California 94102, durante el horario comercial, o en línea visitando el siguiente sitio web: <https://sf.courts.ca.gov/online-services/case-information>, haciendo clic en “Access Now” [Acceder ahora] en Case Query [Consulta del caso] y escribiendo el número de caso de la Corte “CJC-22-005258.”

NO LLAME POR TELÉFONO A LA CORTE, AL JUEZ O A LA SECRETARÍA PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 369-3780, O TAMBIÉN PUEDE CONTACTAR A LOS ABOGADOS DE LA CLASE.

PAUNAWA SA CLASS ACTION SETTLEMENT

Pamamaraan sa Koordinasyon ng Konsehong Hudisyal Blg. 5258 Mga Kaso sa Sahod at Oras ng Altum Senior Living

PAKIBASA NG MABUTI ANG PAUNAWA NG CLASS NA ITO.

Natanggap mo ang Paunawa sa Class na ito dahil tinutukoy ng mga talaan ng Mga Nasasakdal na kasalukuyan ka o dating empleyado ng Altum Senior Living, LLC at/o Crescendo Senior Living, LLC na nagsagawa ng trabaho para sa Altum Senior Living, LLC at/o Crescendo Senior Living, LLC sa California sa pagitan ng Hulyo 28, 2017 hanggang sa Disyembre 8, 2022, at ang kasunduan sa pagkilos ng pangkat na nilarawan sa liham na ito ay maaaring makaapekto sa mga karapatan mo. Maaaring nararapat kang sumali sa class action settlement na naabot sa tinukoy sa itaas na mga kaso.

Hindi mo kailangang magsagawa ng anumang pagkilos para makatanggap ng bayad sa settlement, maliban kung hiniling mong hindi maisama mula sa class settlement, ang mga legal mong karapatan ay maaaring maapektuhan.

Dinesenyo ang Class Notice na ito para abisuhan ka ng iyong mga karapatan at opsyon, at paano ka makakahiling na hindi maisama mula sa class settlement, tumanggi sa class settlement, at/o labanan ang bilang ng Workweeks na nakredito sa iyo, kung pinili mo.

Pinahintulutan ng isang korte ang paunawang ito. Ito ay hindi isang solicitation mula sa isang abogado.

BAKIT MO NAKUKUHA ANG ABISONG ITO: Isang class action settlement ang naabot sa pagitan ng Mga Nagsasakdal na sina Kylee Valdies ("Plaintiff Valdies") at Paloma Ortiz Cruz ("Plaintiff Ortiz") (magkasama, "Mga Nagsasakdal") at Mga Nasasakdal na Altum Senior Living LLC at Crescendo Senior Living LLC na maling nademanda bilang Crescendo Senior Living of Placentia (magkasama, "Mga Nasasakdal") (Ang mga Nagsasakdal at ang mga nasasakdal ay sama-samang tinutukoy bilang mga "Partido") sa mga kaso ng class action, na pinag-ugnay sa ilalim ng Judicial Council Coordination Proceeding No. 5258 (Superior Court of California, County of San Francisco Case No. CJC-22-005258): *Kylee Valdies laban sa Altum Senior Living LLC, at Crescendo Senior Living ng Placentia*, San Diego County Superior Court, Case No. 37-2021-00032142; *Paloma Ortiz Cruz v. Altum Senior Living LLC*, San Francisco County Superior Court, Case No. CGC-21-595150; at *Paloma Ortiz Cruz v. Altum Senior Living, LLC*, San Francisco County Superior Court Case No. CGC-21-596812 (magkasama, ang "Mga Pagkilos"), na maaaring makaapekto sa iyong mga legal na karapatan. Noong Hunyo 11, 2025, pinahintulutan ng Korte ang paunang pag-apruba ng settlement at nag-iskedyul ng pagdinig sa Oktubre 31, 2025, ng 3 a.m. ("Panghuling Pag-apruba ng Pagdinig") para madetermina kung o kung hindi dapat pahintulutan ng Korte ang panghuling pag-apruba para sa settlement.

I. MGA MAHAHALAGANG KAHULUGAN

Ang ibig sabihin ng "**Mga Na-agrabyado na Empleyado**" ay lahat ng kasalukuyan at dating empleyado ng mga Nasasakdal na para sa kanila ay humingi ng mga parusang sibil ang Nagsasakdal na Ortiz sa ilalim ng Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., "PAGA") na nagtrabaho para sa Nasasakdal na si Altum bilang hindi exempt, kada-oras na binabayaranang empleyado anumang oras sa Panahon ng PAGA.

Ang ibig sabihin ng "**Class**" ay lahat ng kasalukuyan at dating empleyado ng Nasasakdal na si Altum na nagsagawa ng trabaho para sa mga Nasasakdal bilang hindi exempt, kada-oras na binabayaranang empleyado sa California anumang oras sa Panahon ng Class.

Ang ibig sabihin ng "**Class Member**" ay miyembro ng Class.

Ang "**Panahon ng Class**" ay nangangahulugang panahon ng oras mula Hulyo 28, 2017, hanggang Disyembre 8, 2022.

Ang ibig sabihin ng "**Class Settlement**" ay ang pag-areglo at pagpapalabas ng Mga Inilabas na Claim sa Klase.

Ang “**Panahon ng PAGA**” ay nangangahulugang panahon mula Setyembre 14, 2020, hanggang Disyembre 8, 2022.

Ang ibig sabihin ng “**Paga Settlement**” ay ang pag-areglo at pagpapalabas ng Mga Inilabas na Claim ng PAGA.

II. BACKGROUND NG MGA PAGKILOS

Noong Hulyo 28, 2021, ang Nagsasakdal na Valdies ay nagsampa ng Class Action na Reklamo para sa Mga Pinsala sa San Diego County Superior Court, Case No. 37-2021-00032142 (“*Valdies Action*”). Noong Setyembre 10, 2021, ang Nagsasakdal na Ortiz ay nagsampa ng Class Action na Reklamo para sa Mga Pinsala sa San Diego County Superior Court, Case No. CGC-21-595150 (“*Ortiz Class Action*”). Noong Nobyembre 24, 2021, ang Nagsasakdal na Ortiz ay nagsampa ng PAGA representative action sa San Francisco County Superior Court, Case No. CGC-21-596812 (“*Ortiz PAGA Action*”). Noong Agosto 25, 2022, ang Nagsasakdal na Ortiz ay nagsampa ang kanyang Unang Inamyendahang Reklamo, na nagdagdag ng ika-siyam na dahilan ng pagkilos na humihingi ng mga sibil na multa sa ilalim ng PAGA (Labor Code seksyon 2699, et seq.).

Noong Setyembre 16, 2022, nagsampa ang mga Nasasakdal ng Petisyon para sa Koordinasyon at Kahilingan para sa Mga Pagdinig sa Pagpapanatili ng Kautusan. Hiniling ng mga Nasasakdal na ikoordina ang *Valdies* na Pagkilos sa *Ortiz* Class Action at idesigna ang San Francisco County Superior Court bilang situs para sa mga kinoordinang pagkilos. Hindi hiniling ng Nasasakdal na Altum na ikoordina ang *Ortiz* PAGA Action. Noong Abril 13, 2023, ang kautusang nagtatanggal sa PAGA na pagkilos ng Nagsasakdal na Ortiz sa pagkiling ay ibinigay. Noong Disyembre 7, 2022, nagpasok ang Korte ng Kautusang Pinatutupad ang Petisyon ng Altum Senior Living LLC ng Koordinasyon at Kahilingan para sa Pananatili at nirekomenda sa San Francisco County Superior Court bilang lugar para sa mga kinoordinang pagdinig. Pinanatili ng Korte ang *Valdies Action* at *Ortiz Class Action* hanggang sa pagkumpleto ng mga pagdinig sa koordinasyon at pagtatalaga ng mga kinoordinang pagkilos na hurado.

Ang mga nagsasakdal ay nagsasaad na ang mga Nasasakdal ay nabigong wastong magbayad ng minimum at overtime na sahod, magbigay ng sumusunod na pagkain at mga break sa pagpahinga at nauugnay na mga premium, napapanahong pagbabayad ng sahod sa panahon ng pagtatrabaho at sa pagtatapos ng trabaho at kaugnay na mga parusa sa oras ng paghihintay, magbigay ng sumusunod na mga pahayag sa sahod, panatilihin ang mga kinakailangang tala ng payroll, ibalik ang mga gastusin sa negosyo, at sa gayon ay nakikibahagi sa hindi patas na mga gawi sa negosyo na lumalabag sa California Business and Professions Code seksyon 17200, *et seq.* Hinahanap ng mga nagsasakdal, bukod sa iba pang mga bagay, ang pagbawi ng hindi nabayaran sa sahod at mga premium sa panahon ng pagkain at pahinga, hindi nabayaran ng mga gastos sa negosyo, pagsasaauli, mga multa, interes, at mga bayarin at gastos ng mga abogado.

Itinatanggi ng mga nasasakdal ang lahat ng mga paratang sa Mga Aksyon at itinatanggi nila na nilabag nila ang anumang batas.

Pagkatapos ng pagsisiyasat at pagsusuri ng mga paghahabol, ang Mga Partido ay nakipag-ugnayan nang may mabuting layunin, mga pagkakasundo nang malapitan, at, bilang resulta, ang mga Partido ay umabot sa isang kasunduan. Ang Mga Partido ay pumasok na sa Class at PAGA Action Settlement and Release Agreement (“Kasunduan,” “Settlement” o “Settlement na Kasunduan”).

Noong Setyembre 13 2023, ang Korte ay nagpasok ng isang utos na paunang nag-aaprubo sa Settlement. Itinalaga ng Korte ang Simluris, Inc., bilang tagapangasiwa ng Settlement (“Settlement Administrator”), sina Kylee Valdies at Paloma Ortiz Cruz bilang mga kinatawan ng Class (“Mga Kinatawan ng Klase”), at ang sumusunod na abogado bilang abogado para sa Klase (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telepono: (818) 265-1020 / Fax: (818) 265-1021

Pahina 2 ng 8
Paunawa sa Class Action Settlement

Benjamin H. Haber, Esq.
Chase M. Stern, Esq.
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telepono: (213) 381-9988 / Fax: (213) 381-9989

Kung ikaw ay isang Miyembro ng Class, hindi mo kailangang gumawa ng anumang aksyon upang makatanggap ng isang Pagbabayad ng Indibidwal na Settlement, ngunit may pagkakataon kang humiling ng pagbubukod mula sa Class Settlement (kung saan hindi ka makatanggap ng Individual Settlement Payment), tumutol sa ang Class Settlement, at/o itanggi ang Workweeks na na-kredito sa iyo, kung pipiliin mo, gaya ng ipinaliwanag nang mas ganap sa Seksyon III at IV sa ibaba.

Dahil niresolba ng Settlement na ito ang mga paghabol na inihain alinsunod sa PAGA ni Nagsasakdal na Ortiz na kumikilos bilang isang kinatawan at bilang Pribadong Attorney General ng at para sa State of California at ng Labor and Workforce Development Agency ("LWDA"), ang isang Agrabyado na Empleyado ay hindi maaaring mag-opt out sa pagpapalabas ng mga paghahabol para sa mga parusang sibil ng PAGA na itinakda sa Kasunduan sa Pag-aayos. Ilalabas ng lahat ng Agrabyado na Empleyado ang Inilabas na Mga Paghabol ng PAGA, at babayaran ang kani-kanilang bahagi ng PAGA Fund.

Ang Settlement ay kumakatawan sa isang kompromiso at pag-areglo ng lubos na pinagtatalunang paghabol. Wala sa Settlement ang nilayon o ipakahulugan bilang isang pag-amin ng Mga Nasasakdal na ang mga paghabol sa Mga Aksyon ay may merito o na ang mga Nasasakdal ay may anumang pananagutan sa Mga Nagsasakdal, Mga Miyembro ng Class, at Naagrabyado na mga Empleyado. Ang mga Nagsasakdal at Mga Nasasakdal, at ang kani-kanilang mga abogado, ay nagtapos at sumang-ayon na, sa liwanag ng mga panganib at kawalan ng katiyakan sa bawat panig ng patuloy na paglilitis, ang Kasunduan ay patas, makatwiran, at sapat, at ito ay para sa pinakamahusay na interes ng mga Miyembro ng Class. Ang Korte ay walang ginawang pagpapasya sa mga merito ng mga paghahabol na iginiit sa Mga Aksyon at natukoy lamang na ang sertipikasyon ng Klase para sa mga layunin ng pag-aayos ay angkop sa ilalim ng batas ng California.

Pinaninindigan ng mga nasasakdal na sumunod sila sa lahat ng oras sa batas ng California, at itinatanggi nila na may nagawa silang mali. Pinagtatalunan ng mga nasasakdal at pinagtatalunan pa rin ang mga paghahabol na ginawa laban sa kanila.

III. BUOD NG PANUKALANG SETTLEMENT

A. Formula ng Settlement

Ang kabuuang kabuuang halaga ng kasunduan ay Limang Daan at Labing Pitong Libong Dolyar (\$517,500.00) (ang "Kabuuang Halaga ng Kasunduan"). Ang bahagi ng Kabuuang Settlement na Halaga na magagamit para sa pagbabayad sa Mga Miyembro ng Class ay tinutukoy bilang ang "Netong Settlement na Halaga." Ang Netong Settlement na Halaga ay ang Kabuuang Settlement na Halaga na mas mababa sa mga sumusunod na pagbabayad, na napapailalim sa pag-apruba ng Korte: (1) mga bayad sa abogado sa halagang hindi lalampas sa 25% ng Kabuuang Settlement na Halaga (iyong ay, \$129,375.00) at pagbabayad ng mga gastos at gastos sa paglilitis sa halagang hindi lalampas sa Dalawampu't Limang Libo (\$25,000.00), (magkasama, "Mga Bayarin at Gastos ng mga Abugado") sa Class Counsel; (2) Class Representative Enhancement Awards sa halagang hanggang Limang Libong Dolyar (\$5,000.00) sa bawat isa sa mga Nagsasakdal, sa kabuuang \$10,000, para sa kanilang mga serbisyo sa Mga Pagkilos; (3) Dalawampu't Limang Libo (\$25,000.00) ("Halaga ng Pag-aayos ng PAGA"), na may Pitumpu't Limang Porsiyento (75%) o Labingwalong Libo Pitong Daan At Limampung Dolyar (\$18,750.00) ng Halaga ng Pag-aayos ng PAGA na babayaran sa LWDA ("LWDA Payment") at Dalawampu't Limang Porsiyento (25%) o Anim na Libo at Dalawang Daan at Limampung Dolyar (\$6,250.00) ("PAGA Fund") na babayaran sa mga Agrabyado na Empleyado; at (4) Mga Gastos sa Pangangasiwa ng Settlement sa halagang hindi lalampas sa Siyam na Libong Dolyar (\$9,000.00), sa Settlement Administrator.

Ang mga Miyembro ng Class ay may karapatan na makatanggap ng bayad sa ilalim ng Settlement ng kanilang *prorata* na bahagi ng Halaga ng Net ng Settlement ("Indibidwal na Bahagi ng Pag-aayos") batay sa bilang ng mga linggong

nagtrabaho ang bawat Miyembro ng Class para sa mga Nasasakdal bilang isang oras-oras na binabayaran o hindi exempt na empleyado sa loob ng California sa Panahon ng Class ("Workweeks"). Ang mga Workweek ay kalkulahan ng Administrador ng Settlement gamit ang impormasyong ibibigay ng mga Nasasakdal sa pamamagitan ng Listahan ng Class, sa pamamagitan ng pagbibilang ng bilang ng mga araw sa pagitan ng mga petsa ng pagsisimula at pagtatapos ng trabaho sa Panahon ng Class, na makikita sa Listahan ng Class, at hatiin sa pito at bilugan hanggang sa pinakamalapit na buong numero.

Hinati ng Administrador ng Settlement ang Netong Settlement na Halaga sa kabuuang bilang ng mga Workweek ng lahat ng Miyembro ng Class sa Panahon ng Class upang ibigay ang "Tinanyang Halaga ng Workweek," at i-multiply ang mga indibidwal na Linggo ng Trabaho ng bawat Miyembro ng Class sa Panahon ng Class sa Tinanyang Halaga ng Workweek upang magbunga ang kanyang tinanyang Bahagi ng Indibidwal na Settlement na maaaring siya ay karapat-dapat na matanggap sa ilalim ng Settlement (na nakalista sa Seksyon III.C sa ibaba). Ang mga Miyembro ng Class na hindi nagsumite ng napapanahon at wastong Kahilingan para sa Pagbubukod ("Mga Kalahok na Miyembro ng Class") ay bibigyan ng kanilang pagbabayad ng kanilang panghuling Bahagi ng Indibidwal na Settlement.

Katulad nito, ang mga Agrabyado na Empleyado ay may karapatan na makatanggap ng bayad sa ilalim ng Settlement ng kanilang prorata na bahagi ng PAGA Fund ("Mga Indibidwal na PAGA Share") batay sa bilang ng mga linggong nagtrabaho ang bawat Agrabyado na Empleyado bilang isang oras-oras na binabayaran o hindi exempt na empleyado sa California noong Panahon ng PAGA.

Hahatiin ng Administrador ng Settlement ang PAGA Fund sa mga Workweek ng lahat ng Agrabyado na Empleyado sa Panahon ng PAGA upang magbunga ng "PAGA Workweek Value", at i-multiply ang bawat Workweek ng bawat Agrabyado na Empleyado sa Panahon ng PAGA ng PAGA Workweek Value para makuha ang kanyang Indibidwal. Pagbabayad ng PAGA na karapat-dapat niyang matanggap sa ilalim ng Settlement.

Ang bawat Indibiduwal na Settlement Share ay ilalaan bilang dalawampung porsyento (20%) na sahod, na iuulat sa isang IRS Form W-2, at walumpung porsyento (80%) na mga multa, interes, at mga pinsalang hindi sahod, na iuulat sa isang IRS Form 1099, kung naaangkop. Ang bawat Indibidwal na Settlement Shares ay sasailalim sa pagbawas para sa bahagi ng empleyado sa mga buwis sa suweldo na dapat bayaran sa bahagi ng sahod ng Indibidwal na Settlement Shares. Ang bahagi ng employer sa mga buwis sa payroll at mga kontribusyon na may kaugnayan sa bahagi ng sahod ng Indibidwal na Settlement Shares ("Mga Buwis ng Employer") ay babayaran ng mga Nasasakdal nang hiwalay at bilang karagdagan sa Pinakamataas na Halaga ng Settlement.

Kung ang Korte ay magbibigay ng pangwakas na pag-apruba ng Settlement, ang mga Indibidwal na Settlement Payments ay ipapadala sa Mga Miyembro ng Settlement Class sa address na nasa file sa Settlement Administrator. **Kung ang address kung saan ipinadala ang Paunawa sa Class na ito ay hindi tama, o kung lumipat ka pagkatapos mong matanggap ang Paunawa sa Class na ito, dapat mong ibigay ang iyong tamang mailing address sa Settlement Administrator sa lalong madaling panahon upang matiyak na ang iyong resibo ng bayad ay maaaring may karapatan sa ilalim ng Settlement.**

B. Ang Iyong Workweeks Batay sa Mga Tala ng Mga Nasasakdal

Ayon sa mga tala ng Mga Nasasakdal

Mula Hulyo 28, 2017 hanggang sa Disyembre 8, 2022 (iyon ay, Panahon ng Class), nakredito ka bilang nagtrabaho ng «MERGED_WW_CALCS» Workweek.

Mula Setyembre 14, 2020 hanggang sa Disyembre 8, 2022 (iyon ay, Panahon ng PAGA), nakredito ka bilang nagtrabaho ng «MERGED_PAGA_WW_CALCS» Workweek.

Kung nais mong itanggi ang Workweeks na nakredito sa iyo, dapat kang magsumite ng pagtanggi ("Pagtanggi sa Workweeks"), na dapat: (1) naglalaman ng pangalan ng kaso at numero ng isa sa mga Aksyon; (2) pipirmahan mo; (3) naglalaman ng iyong buong pangalan, address at numero ng telepono; (4) malinaw na sinasabi na pinagtatalunan mo ang bilang ng mga Workweeks na na-kredito sa iyo at ang ipinaglalaban mo ay ang tamang (mga) numero na ikredito sa iyo; (5) magsama ng impormasyon at/o mag-attach ng dokumentasyong nagpapakita na ang bilang ng mga Workweeks na iyong ipinaglalaban ay dapat na maikredito sa iyo ay tama; at (6) ay ibinalik sa pamamagitan ng koreo sa Administrador ng Settlement sa tinukoy na address na nakalista sa Seksyon IV.B sa ibaba, na may tatak-koreo **nang hindi lalampas sa Setyembre 19, 2025.**

C. Ang Tinataya Mong Indibiduwal na Bayad sa Settlement at/o Indibiduwal na Bayad sa PAGA

Tulad ng pinaliwanag sa itaas, ang tinataya mong Indibiduwal na Bayad sa Settlement at/o Indibiduwal na Bayad sa PAGA ay batay sa bilang ng Mga linggo ng trabahong nakredito sa iyo.

Sa ilalim ng mga tuntunin ng Settlement, ang iyong indibidwal na Settlement Share ay tinatayang \$«MERGED_IndividualSettAmnt_CALC». Ang Indibidwal na Settlement Share ay sasailalim sa pagbawas para sa bahagi ng empleyado sa mga buwis at withholding alinsunod sa bahagi ng sahod ng Indibidwal na Settlement Shares.

Sa ilalim ng mga tuntunin ng Settlement, ang iyong indibidwal na Bayad sa PAGA ay tinatayang \$«MERGED_PAGA_EstSettAmnt_CALC».

Ang proseso ng pag-apruba ng settlement ay maaaring abutin ng maraming buwan. Ang iyong Indibiduwal na Bayad sa Settlement at/o Indibiduwal na Bayad sa PAGA (kung angkop) na makikita sa Paunawang ito sa Class ay pagtataya lang. Ang aktuwal mong Indibiduwal na Bayad sa Settlement at Indibiduwal na Bayad sa PAGA (kung angkop) ay maaaring mas mataas o mas mababa. Ang mga pagbabayad ay ipapamahagi lamang pagkatapos na ibigay ng Korte ang panghuling pag-apruba sa Settlement, at pagkatapos na magkabisa ang Settlement.

D. Mga Nilabas na Paghabol

Sa Petsa ng Pagkabisa at buong pagpopondo ng Kabuuang Settlement na Halaga, Mga Nagsasakdal, lahat ng Miyembro ng Class na hindi nagsumite ng napapanahon at wastong Kahilingan para sa Pagbubukod (iyon ay, Mga Kalahok na Miyembro ng Class), at ang Estado ng California na may kinalaman sa mga Naagrabyado na Empleyado at lahat ng Naagrabyado na mga empleyado ay ituturing na ganap, sa wakas at magpakailanman na pinakawalan na naayos, nakompromiso, binitiwang, na-discharge ang lahat ng Pinalabas na Partido ng anuman at lahat ng Inilabas na Class na Paghabol at Inilabas na PAGA na Paghabol. Ang mga Partido ay sumasang-ayon na ang paghatol, at pagpapalabas ng mga paghahabol na ibinigay dito, ay magkakaroon ng *res judicata* effect. Ang kahulugan ng Inilabas na Mga Paghabol sa Class ay hindi dapat limitado sa anumang paraan sa pamamagitan ng posibilidad na ang mga Nagsasakdal o Kalahok na Mga Miyembro ng Class ay maaaring makatuklas ng mga bagong katotohanan o legal na teorya o legal na argumento na hindi sinasabing sa operative pleadings sa Mga Aksyon ngunit maaaring magsilbing alternatibong batayan para sa paghahabol sa parehong mga paghahabol, mga sanhi ng pagkilos, o mga legal na teorya ng kaluwagan na nasa loob ng kahulugan ng Mga Inilabas na Class na Paghabol.

Ang “Inilabas na Class Claims” ay nangangahulugang lahat ng mga paghahabol na iginiit sa Mga Reklamo, na nagmula sa Class Period, sa ilalim ng batas ng estado, pederal, o lokal, tulad ng mga nasa ilalim ng California Labor Code (kabilang ang, *inter alia*, §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, at 2082), Mga Kautusan sa Sahod ng Komisyon sa Kapakanang Pang-industriya (kabilang ang, *inter alia*, Mga Utos ng Sahod Blg. 4-2001), mga regulasyon, at/o iba pang mga probisyon: (1) kabiguang magbayad ng overtime na sahod; (2) kabiguang magbigay ng mga sumusunod na panahon ng pagkain at magbayad ng mga nauugnay na premium (3) hindi magbigay ng mga sumusunod na panahon ng pahinga at pagbabayad ng mga nauugnay na premium; (4) hindi pagbabayad ng pinakamababang sahod; (5) pagkabigo sa napapanahong pagbabayad ng sahod sa pagtatapos ng trabaho; (6) pagkabigo sa napapanahong pagbabayad ng sahod sa panahon ng pagtatrabaho; (7) kabiguang magbigay ng sumusunod na mga pahayag sa sahod; (8) kabiguang panatilihin ang mga kinakailangang rekord ng payroll; (9) hindi pagbabayad ng mga kinakailangang gastos sa negosyo; at (10) paglabag sa batas ng hindi patas na kompetisyon ng California batay sa mga nabanggit na paghabol.

Ang ibig sabihin ng “pinakawalan na PAGA na Paghabol” ay ang lahat ng mga paghahabol para sa mga parusang sibil sa ilalim ng PAGA na nagmula sa mga katotohanang sinasabi sa Paunawa sa Mga Reklamo at PAGA, o na makatwirang hinihinala sa Paunawa sa Mga Reklamo at PAGA, sa Panahon ng PAGA, para sa mga paglabag ng California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, at 2802, para sa (1) hindi pagbabayad ng mga sahod sa obertaym; (2) kabiguang magbigay ng sumusunod na mga panahon ng pagkain at magbayad ng mga nauugnay na premium; (3) hindi pagbibigay ng mga sumusunod na panahon ng pahinga at pagbabayad ng mga nauugnay na premium; (4) hindi pagbabayad ng pinakamababang sahod; (5) pagkabigo sa napapanahong pagbabayad ng sahod sa pagtatapos ng trabaho; (6) pagkabigo sa napapanahong pagbabayad ng sahod sa

panahon ng pagtatrabaho; (7) kabiguang magbigay ng sumusunod na mga pahayag sa sahod; (8) kabiguang panatilihin ang mga kinakailangang rekord ng payroll; at (9) hindi pagbabayad ng mga kinakailangang gastos sa negosyo.

Ang ibig sabihin ng “Mga Inilabas na Partido” ay Mga Nasasakdal at lahat ng kanilang kasalukuyan at dating direkta at hindi direktang mga subsidiary at kaanib, at kanilang nakaraan, kasalukuyan, at hinaharap na mga magulang, kaakibat, subsidiary, dibisyon, nauna, kahalili, kasosyo, shareholder, joint venture, kaakibat na organisasyon, mga tagaseguro, at nagtatalaga at bawat isa sa kanilang nakaraan, kasalukuyan, at hinaharap na mga opisyal, direktor, tagapangasiwa, ahente, empleyado sa antas ng pamamahala, abogado, katiwala, kontratista, kinatawan, kasosyo, joint venture, mga plano sa benepisyo na itinataguyod o pinangangasiwaan nila, mga dibisyon, mga yunit, sangay, at iba pang tao o entity na kumikilos sa nagan nila.

E. Mga Bayarin ng Abogado sa Class Counsel

Ang Class Counsel ay hihingi ng mga bayad sa abogado sa halagang hanggang limampu't limang porsyento (25%) ng Kabuuang Settlement na Halaga (ibig sabihin, halagang hanggang \$129,375.00) at reimbursement ng mga gastos at gastos sa paglilitis sa halagang hanggang Dalawampung Limang Libong Dolyar (\$25,000.00), napapailalim sa pag-apruba ng Korte. Ang lahat ng Bayarin at Gastos ng mga Abugado na ipinagkaloob ng Korte ay babayaran mula sa Kabuuang Settlement na Halaga. Ang Class Counsel ay nag-uusig sa Mga Aksyon sa batayan ng contingency fee (iyon ay, nang hindi binabayaran ng anumang pera hanggang ngayon) at binabayaran ang lahat ng gastos at gastos sa paglilitis.

Bilang Miyembro ng Class, hindi ka hiwalay na responsable sa pagbabayad ng mga bayad sa abogado o halaga at gastos ng paglilitis, maliban kung mapanatili mo ang sarili mong tagapagpayo, kung saan ay responsable ka para sa sarili mong mga bayad at gastos sa abogado.

F. Class Representative Enhancement Awards sa Mga Nagsasakdal

Hihilingin ng mga nagsasakdal ang halagang Limang Libong Dolyar (\$5,000.00) sa bawat isa sa kanila, para sa kabuuang \$10,000 (“Class Representative Enhancement Awards”), bilang pagkilala sa kanilang mga serbisyo kaugnay ng Mga Aksyon. Ang Class Representative Enhancement Awards ay babayaran mula sa Kabuuang Settlement Amount, napapailalim sa pag-apruba ng Korte, at, kung igagawad, ay babayaran sa Mga Nagsasakdal bilang karagdagan sa kanilang mga Indibidwal na Settlement na Bayad na sila ay karapat-dapat sa ilalim ng Settlement.

G. Mga Gastos sa Pangangasiwa ng Settlement sa Administrador ng Settlement

Ang pagbabayad sa Settlement Administrator ay tinatantya na hindi lalampas sa Siyam na Libong Dolyar (\$9,000.00) (“Gastos sa Pangangasiwa ng Settlement”) para sa mga gastos sa paunawa at proseso ng pangangasiwa ng settlement, kabilang ngunit hindi limitado sa, ang gastos sa pag-abiso sa Mga Miyembro ng Class ng Settlement, pagpoproseso ng Mga Kahilingan para sa Pagbubukod, mga pagtutol, at Mga Pagtatalo sa Linggo ng Trabaho, pagkalkula ng mga Indibidwal na Bahagi ng Pag-aayos, at pamamahagi ng mga pagbabayad at mga form ng buwis sa ilalim ng Settlement, at dapat bayaran mula sa Kabuuang Settlement na Halaga, napapailalim sa pag-apruba ng Korte.

IV. ANO ANG IYONG MGA KARAPATAN AT OPSYON BILANG MIYEMBRO NG CLASS?

A. Kung Wala Kang Gagawin, Makikilahok Ka sa Settlement

Kung gusto mong lumahok sa Settlement at makatanggap ng pera mula sa Settlement, wala kang kailangang gawin. Awtomatiko kang isasama sa Settlement at ibibigay ang iyong Indibidwal na Bayad sa Settlement maliban kung magpasya kang ibukod ang iyong sarili sa Class Settlement.

Mapapailalim ka sa mga tuntunin ng Settlement at anumang paghatol na maaaring ilagay ng Korte batay dito, at ituturing na nailabas mo ang Mga Inilabas na Paghabol sa Class na inilarawan sa Seksyon III.D sa itaas.

B. Humiling sa Pagbukod sa Class Settlement, Hindi ka Lalahok sa Class Settlement

Kung ayaw mong lumahok sa Class Settlement, dapat kang magsumite ng nakasulat na kahilingan (“Kahilingan para sa Pagbubukod”), na dapat: (1) naglalaman ng pangalan ng kaso at numero ng isa sa mga Aksyon; (2) sabihin ang iyong buong pangalan, address, at numero ng telepono; (3) malinaw na nagsasaad na hindi mo gustong mapabilang sa Class Settlement, na naglalaman ng sumusunod o halos kaparehong wika: “Pinili kong mag-opt-out sa bahagi ng class action ng

settlement na ito. Naiintindihan ko na sa paggawa nito, hindi ako makakasali, o makakatanggap ng bahagi ng, bahagi ng class settlement.”; (4) pipirmahan mo; at (5) ibabalik sa pamamagitan ng koreo sa Settlement Administrator, na namarkahan ng koreo nang **hindi lalampas sa Setyembre 19, 2025** sa sumusunod na address:

Altum Senior Living Wage and Hour Cases
P.O Box 26170
Santa Ana, CA 92799

Kung ang Korte ay magbibigay ng pangwakas na pag-apruba ng Settlement, sinumang Miyembro ng Class na magsumite ng isang napapanahon at wastong Kahilingan para sa Pagbubukod mula sa Class Settlement ay hindi magkakaroon ng karapatan na makatanggap ng Bayad sa Indibidwal na Settlement mula sa Class Settlement, ay hindi sasailalim sa Class Settlement (at ang pagpapalabas ng Mga Inilabas na Paghabol sa Class na inilarawan sa Seksyon III.D sa itaas), at hindi magkakaroon ng anumang karapatang tumutol, umapela, o magkomento sa Class Settlement. Ang mga Miyembro ng Class na hindi nagsumite ng Kahilingan para sa Pagbubukod ay ituturing na Mga Kalahok na Miyembro ng Class at sasailalim sa lahat ng mga tuntunin ng Settlement, kabilang ang mga nauukol sa pagpapalabas ng Mga Release Class Claim na inilarawan sa Seksyon III.D sa itaas, pati na rin ang pinag-isipan hatol na ilalagay ng Korte, kung ang Korte ay magbibigay ng pangwakas na pag-apruba ng Settlement Kung magsusumite ka ng napapanahon at wastong Kahilingan para sa Pagbubukod ay mananatili ang iyong karapatan na ituloy ang iyong mga paghahabol laban sa isang hiwalay na aksyon/pagpatuloy.

Maaaring hindi mag-opt out sa PAGA Settlement ang mga Agrabyado na Empleyado at babayaran pa rin ang kani-kanilang bahagi ng PAGA Fund.

C. Kung Tumatanggi ka sa Class Settlement, Mananatili Kang Bahagi ng Class at Lalahok sa Class Settlement

Maaari kang tumutol sa mga tuntunin ng Class Settlement kung hindi ka pa nagsumite ng Kahilingan sa Pagbubukod mula sa Class Settlement, sa pamamagitan ng pagsusumite ng nakasulat na pagtutol sa Settlement Administrator (“Pagtutol”) o pagharap ng iyong pagtutol nang pasalita sa Panghuling Pag-aprubang Pagdinig, nang walang anumang paunang abiso. Hindi ka maaaring tumutol sa Class Settlement kung nagsumite ka ng Kahilingan sa Pagbubukod mula sa Class Settlement (ibig sabihin, hindi ka maaaring magsumite ng parehong Kahilingan sa Pagbubukod at Pagtanggi). Kung magsusumite ka ng **parehong** Kahilingan para sa Pagbubukod at Pagtutol, igagalang ng Settlement Administrator ang pagsusumite na unang natanggap at ipagwawalang-bahala ang isa pa.

Ang nakasulat na pagtanggi ay dapat: (1) naglalaman ng pangalan ng kaso at numero ng isa sa mga Aksyon; (2) sabihin ang iyong buong pangalan, address, at numero ng telepono; (3) isama ang isang nakasulat na pahayag ng lahat ng mga batayan para sa iyong pagtutol na sinamahan ng anumang legal at/o makatotohanang suporta para sa naturang pagtutol; (4) maglakip ng mga kopya ng anumang mga papel, brief, o iba pang mga dokumento kung saan nakabatay ang iyong pagtutol; (5) pipirmahan mo; (6) tukuyin ang sinumang legal na tagapayo na kumakatawan sa iyo tungkol sa pagtutol; at (7) ibabalik sa pamamagitan ng koreo sa Administrator ng Settlement sa address na nakalista sa Seksyon IV.B sa itaas, na nakamarka ng koreo nang **hindi lalampas sa Setyembre 19, 2025**.

Kung tatanggihan ng Korte ang iyong Pagtutol, may karapatan ka pa ring lumahok sa Settlement.

HINDI MAKAKAGANTI ANG MGA UMAASA SA ANUMANG MIYEMBRO NG CLASS PARA SA PAGSASANAY NG ANUMANG LEGAL NA KARAPATAN AT MGA OPSYON SA ILALIM NG SETTLEMENT

V. PANGHULING PAG-APRUBANG PAGDINIG

Ang Korte ay magsasagawa ng Panghuling Pagdinig sa Pag-apruba sa Departamento 606 ng San Francisco County Superior Court, na matatagpuan sa 400 McAllister St., San Francisco, California 94102, sa **Oktubre 31, 2025** sa 3:00 p.m., upang matukoy kung ang Settlement ay dapat na sa wakas ay aprubahan. bilang patas, makatwiran, at sapat. Hihilingin din sa Korte na aprubahan at igawad ang Mga Bayarin at Gastos ng mga Attorney sa Class Counsel, Class Representative Enhancement Awards sa mga Nagsasakdal, at Settlement Administration Costs sa Settlement Administrator.

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Paunawa sa Class Action Settlement

Ang pagdinig ay maaaring ipagpatuloy nang walang higit pang paunawa sa Mga Miyembro ng Class. Hindi kinakailangan na humarap ka sa Panghuling Pagdinig sa Pag-apruba, bagama't maaari kang humarap kung gusto mo.

Pakitandaan, dahil sa COVID-19, may mga limitasyon sa mga personal na pagpapakita, pero may mga paglabas sa telepono. Maaari mong bisitahin ang website ng Korte para sa pinaka-up-to-date na impormasyon tungkol sa epekto ng COVID-19 sa mga operasyon ng Korte at anumang mga kinakailangan na maaaring mag-aplay para sa pag-access sa mga pasilidad ng Korte: <https://sf.courts.ca.gov/>. Pakitandaan, maaaring may mga deadline para magpareserba ng malayuang hitsura at maaaring malapat ang mga bayarin sa pagpapareserba o mga singil.

VI. KARAGDAGANG IMPORMASYON

Ang nasa itaas ay buod ng mga basic na termino ng Settlement. Para sa tumpak na mga tuntunin at kundisyon ng Kasunduan sa Pag-areglo, dapat mong suriin ang detalyadong Kasunduan sa Pag-areglo at iba pang mga papeles na nasa file sa Korte.

Maaari mong tingnan ang Kasunduan sa Settlement at mga dokumentong inihain sa Actions nang libre sa pamamagitan ng pagbisita sa opisina ng civil clerk, na matatagpuan sa 400 McAllister St., Room 103, San Francisco, California 94102, sa oras ng negosyo, o online sa pamamagitan ng pagbisita sa sumusunod na website: <https://sf.courts.ca.gov/online-services/case-information>, pag-click sa “Access Now” sa ilalim ng Case Query at pagta-type sa Court Case Number “CJC-22-005258.”

MANGYARING HUWAG TAWAGAN SA TELEPONO ANG KORTE, ANG HUKOM, O ANG OPISINA NG CLERK PARA SA IMPORMASYON TUNGKOL SA SETTLEMENT NA ITO.

KUNG MAY MGA KATANUNGAN KA, MAAARI KANG TUMAWAG SA SETTLEMENT ADMINISTRATOR SA SUMUSUNOD NA TOLL-FREE NUMBER: (888) 369- 3780 O MAAARI MO RING KONTAKIN ANG CLASS COUNSEL.

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Danial Lemire, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On January 20, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: January 20, 2026,

Brandon Riley, Clerk

By: 

Danial Lemire, Deputy Clerk