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Superior Court of California
County of San Francisco

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING SPECIAL TITLE [RULE 3.550] **ALTUM SENIOR LIVING WAGE AND HOUR CASES**	JUDICIAL COUNCIL COORDINATION PROCEEDING NO. 5258 Case No. CJC-22-005258 ORDER GRANTING PLAINTIFFS' SECOND RENEWED MOTION FOR PRELIMINARY APPROVAL
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	

INTRODUCTION

This matter came on regularly for hearing on June 11, 2025, at 10:00 a.m., in Department 606, the Honorable Jeffrey S. Ross presiding. Benjamin Haber (Wilshire Law Firm, PLC) appeared for plaintiff Paloma Ortiz Cruz. Selena Matavosian (Lawyers for Justice, PC) appeared for plaintiff Kylee Valdies. 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). Having reviewed and considered the parties' briefings and arguments, IT IS HEREBY ORDERED that the court **GRANTS** plaintiffs' second renewed motion for preliminary approval.

BACKGROUND

Defendants Altum Senior Living, LLC and Crescendo Senior Living LLC (erroneously sued as Crescendo Senior Living of Placentia) are a senior living operations and management company that provides independent living, assisted living, memory support, and respite care. Plaintiffs Kylee Valdies and Paloma Ortiz Cruz are former employees of defendants. Plaintiffs allege that defendants violated the California Labor Code by engaging in a uniform practice and procedure, with respect to plaintiffs, the Class Members, and Aggrieved Employees of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* and conduct that gives rise to civil penalties pursuant to PAGA. Plaintiffs contend that they, the Class Members, and Aggrieved Employees are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees.

On July 28, 2021, Plaintiff Valdies filed a Class Action Complaint for Damages in the Superior Court of California for the County of San Diego, Case No. 37-2021-00032142 ("*Valdies* Action").

On September 10, 2021, Plaintiff Ortiz filed a Class Action Complaint for Damages in the Superior Court of California for the County of San Francisco ("Court"), Case No. CGC-21- 595150 ("*Ortiz* Class Action").

On August 25, 2022, plaintiff Ortiz filed a First Amended Class Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint") in the *Ortiz* Class Action.

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.

Plaintiffs were coordinated into this JCCP on December 7, 2022.

On December 8, 2022, the parties participated in a mediation with the Honorable Daniel Buckley. After settlement negotiations taking place over months, the parties settled.

Plaintiffs filed their motion for preliminary approval on August 17, 2023. Declarations were filed in support of their motion until September 5, 2023. On September 12, 2023, the Court issued a tentative ruling taking the September 13, 2023 motion for preliminary approval off calendar and requesting supplemental briefing due no later than September 26, 2023. On September 26, 2023, the parties filed a joint stipulation and proposed order to continue the deadline to file their supplemental briefing. On September 28, 2023, the Court granted the stipulation and continued the deadline to file the supplemental briefing to October 18, 2023. On October 18, 2023, Plaintiffs began filing their supplemental briefing and filed their last supplemental declaration on October 25, 2023.

On January 19, 2024, the Court issued a tentative ruling addressing its concerns with the parties' supplemental briefing, set a hearing on February 15, 2023, requested supplemental briefing due no later than January 29, 2024, and informed the parties that this would be their final opportunity to address the Court's concerns before the Court ruled on the motion.

On January 29, 2024, plaintiffs filed some supplemental briefing. In their supplemental briefing, they stated that they needed additional time to resolve some of the issues listed in the Tentative Ruling and would file additional briefing by February 2, 2024. On February 2, 2024 and February 5, 2024, plaintiffs filed additional briefing.

On February 13, 2024, the court continued the February 15, 2024 hearing to March 12, 2024, at 11:00 a.m.

On March 11, 2024, the court denied plaintiffs' motion for preliminary approval. The court was unable to determine whether the terms of the settlement were "fair, adequate and reasonable" and thus, within a range subject to final approval. The parties did not provide all of the information requested. The parties failed to disclose any fee-sharing agreements. The parties failed to address whether defendant has a handbook or policy on their practices and whether defendant could point to express policies in support of their defense. The parties failed to address the court's several requests for further explanation as to the heavy discounts of the settlement. Additionally, plaintiffs' counsel sought high attorneys' fees (35% of the settlement amount) and class representative awards ($10,000.00 for each Named Plaintiff), which were not appropriate or justified in light of the settlement amount and the minimal work conducted in this case.

On April 22, 2024, plaintiffs filed their renewed motion for preliminary approval of class action settlement. Overall, the motion and its supporting declarations and briefing did not address the court's concerns listed in the March 11, 2024 order. The declarations attached the prior declarations, which gave the impression that counsel did not make a meaningful effort in filing their renewed motion.

On May 5, 2024, the court continued plaintiffs' renewed motion for preliminary approval of class action settlement for supplemental briefing.

On July 3, 2024, the court denied plaintiffs' renewed motion for preliminary approval of class action settlement. There were minimal changes to the settlement between the original motion and the renewed motion: reduction of attorneys' fees from 35% to 33% and reduction in service awards from $10,000 to $7,500, which in combination with the court's concerns about the settlement's reasonableness, led the motion's denial.

On May 9, 2025, plaintiffs filed their renewed motion for preliminary approval of class action settlement.

LEGAL STANDARD

Before granting preliminary approval, a court must determine that the proposed settlement presents a proper class for settlement purposes. In general, "[t]he party advocating class treatment must demonstrate the existence of an ascertainable and sufficiently numerous class, a well-defined community of interest, and substantial benefits that render proceeding as a class superior to the alternatives." (*Brinker Rest. Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1021; Code Civ. Proc., § 382.) In the settlement context, class certification is properly subjected to a lesser standard of scrutiny because: (1) to the extent the class certification requirements are designed to keep a lawsuit manageable for trial, that purpose is inapposite in the settlement context; and (2) to the extent the class certification requirements are designed to protect the interests of non-representative class members, that purpose is addressed through the Court's fairness analysis. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1494, 1807, n. 19.) Before approving a class action settlement, the Court must determine that the terms of the settlement are "fair, adequate and reasonable." (*Id.* at p. 1801.) In making this determination, there is a "presumption of fairness . . . where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Id.* at p. 1802.) To grant final approval, the trial court must "independently [satisfy] itself that the consideration . . . received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 120.)

ANALYSIS AND DISCUSSION

Plaintiffs and defendants entered into the Fifth Amended Class Action and PAGA Settlement and Release Agreement ("Settlement Agreement") [1] attached as Exhibit 1 to the Declaration of Benjamin H. Haber in Support of Plaintiffs' Second Renewed Motion for Preliminary Approval of Class Action Settlement, dated May 9, 2025, which, if approved, would resolve the putative class and PAGA action. Upon review and consideration of the motion papers and documents submitted by the parties, including the Settlement Agreement and all exhibits thereto, IT IS HEREBY ORDERED:

1. The court has jurisdiction over this matter and venue is proper.

2. This action is provisionally certified as a class action, for settlement purposes only, pursuant to California Code of Civil Procedure section 382 and California Rules of Court rule 3.763. The class is: all current and former employees of defendant Altum who performed work for defendants as non-exempt, hourly-paid employees in California at any time from July 28, 2017 through December 8, 2022. The aggrieved employees are: all current and former employees of defendant Altum who worked for defendant Altum as non-exempt, hourly paid employees at any time from September 14, 2020 through December 8, 2022.

3. The court conditionally approves the proposed settlement as within the range of possible final approval.

[1] This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

4. The court conditionally appoints Arby Aiwazian, Joanna Ghosh, and Yasmin Hosseini of Lawyers for Justice, PC and Benjamin H. Haber and Chase M. Stern of Wilshire Law Firm as Class Counsel for the Plaintiff Class.

5. The court preliminarily appoints named plaintiffs Paloma Ortiz Cruz and Kylee Valdies as class representatives for the Plaintiff Class.

6. The court preliminarily finds, for purposes of this Settlement only, that the Class Representatives and Class Counsel fairly and adequately represent and protect the interests of the absent Plaintiff Class.

7. The court approves and appoints Simpluris, Inc. to serve as the Settlement Administrator and directs Simpluris, Inc. to carry out all duties and responsibilities of the Settlement Administrator specified in the Settlement Agreement.

8. Pursuant to California Rules of Court, rule 3.769(f), the court approves the manner of class notice set forth in the Settlement Agreement. The court approves the form and content of the Notice attached as **Exhibit A**, subject to the following edits:

a. Page 2
   i. Fix typo of "Ortizz"
   ii. Unclear why there is a September 13, 2023 date when the court has not yet entered any order granting preliminary approval. ("On September 13 2023, the Court entered an order preliminarily approving the Settlement. ")

b. Page 5: Fix typo: "1174(d0"

c. Page 7: remove any language about CourtCall as Department 606 only uses ZOOM for remote appearances.

The court finds that the Notice constitutes the best notice practicable under the circumstances and is valid, due and sufficient notice to the Settlement Class of the pendency of the action, preliminary certification of the Settlement Class, the terms of the Settlement, procedures for objecting to the settlement, and time and place of the Final Approval Hearing. The proposed manner of class notice satisfies the requirements of due process, and complies with applicable law, including California Code of Civil Procedure section 382 and California Rules of Court, rule 3.769. Class Counsel shall proofread the

Notice for typos and fill in all blanks, including all highlighted dates and addresses prior to sending the Notice. The Settlement Administrator shall ensure that the Notice is translated in Spanish and Tagalog for the Spanish and Tagalog Notices.

9. An implementation schedule is below:

Event	Date
Defendant to provide Class List to Settlement Administrator no later than [approximately 30 days after preliminary approval]:	**July 11, 2025**
Settlement Administrator to mail Class Notice to Class Members no later than [14 days after receiving class list]:	**July 25, 2025**
Plaintiffs file motion for attorneys' fees and costs and service award [at least 30 days prior to deadline for submitting requests for exclusion and objections]	**August 8, 2025**
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement [45 days after mailing]:	**September 8, 2025** (postmark deadline)
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement:	**September 30, 2025**
Final Fairness Hearing:	**October 31, 2025, at 3:00 p.m.**

10. A final approval hearing shall be held on **October 31, 2025, at 3:00 p.m.** in Department 606, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, at which the court will determine whether the settlement should be finally approved as fair, reasonable and adequate to the Settlement Class; whether the Final Approval Order and Judgment should be entered; whether Class Counsel's Application for Attorneys' Fees and Costs should be approved; and whether any request for a service award should be approved.

11. The court reserves the right to modify the date of the Final Approval Hearing and related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by order of the court without further notice to the Class Members.

12. If for any reason the court does not approve the Settlement, it will be of no force or effect, and the parties shall be returned to their original respective positions.

13. Pending the final determination of whether the settlement should be approved, all proceedings in this Action, except as may be necessary to implement the settlement or comply with the terms of the settlement, are hereby stayed.

Dated: June 11, 2025

Jeffrey S. Ross

JEFFREY S. ROSS
Judge of the Superior Court

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.

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 [date], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("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 Ortizz'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 [ ] Workweeks.**
>
> **From September 14, 2020 through December 8, 2022 (i.e., PAGA Period), you are credited as having worked [ ] 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 [Response Deadline]**.

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 $[ ]. 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 $[ ].**

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(d0, 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.

"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** [Response Deadline] at the following address:

[Settlement Administrator]
[Address]

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 [Response Deadline]**.

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 [date] at [time], 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.

You can find information regarding appearing remotely through CourtCall online at: https://courtcall.com/schedule/.

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: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Sean Kane, 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 June 11, 2025, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: June 11, 2025

Brandon E. Riley, Court Executive Officer

By: ______________________
Sean Kane, Deputy Clerk