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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

ALTUM SENIOR LIVING WAGE AND
HOUR CASES

Included actions:

Valdies vs. Altum Senior Living, LLC, et al.,
Superior Court of California, County of San
Diego, Case No. 37-2021-00032142

Ortiz vs. Altum Senior Living, LLC, Superior
Court of California, County of San Francisco,
Case No. CGC-21-595150

Judicial Council Coordination Proceeding No.:
CJC-22-005258

Honorable Jeffrey S. Ross
Department 606

CLASS ACTION

**DECLARATION OF LINDSAY ROMO
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: October 31, 2025
Time: 3:00 p.m.
Department: 606

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1. I am employed as a Senior Project Manager by Simpluris, Inc. (“Simpluris”), the Court-appointed third-party settlement administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Drive, Costa Mesa, California 92626. My telephone number is (714) 640-5635. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

3. Simpluris was selected by the Parties, and subsequently approved and appointed by the Court, to provide settlement administration services in the *Altum Senior Living Wage and Hour Cases*, Superior Court of California for the County of San Francisco, Judicial Council Coordination Proceeding No. CJC-22-005258 matter. Pursuant to the Fifth Amended Class and PAGA Action Settlement and Release Agreement (“Settlement Agreement” or “Settlement”), for this matter, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs Kylee Valdies and Paloma Ortiz Cruz (together, “Plaintiffs”), Class Counsel, Class Members, and Aggrieved Employees; (d) translating, printing and mailing the Notice of Class Action Settlement (“Class Notice”) to Class Members and Aggrieved Employees in English, Spanish and Tagalog; (e) receiving and validating Requests for Exclusion, Objections, and/or Workweeks Disputes submitted by Class Members; (f) calculating Defendants Altum Senior Living, LLC and Crescendo Senior Living, LLC’s, erroneously sued as Crescendo Senior Living of Placentia (together, “Defendants”) (collectively with Plaintiffs, the “Parties”), 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

1 (“Employer Taxes”) and providing appropriate forms and calculations to Defendants; (g) calculating and
2 mailing Individual Settlement Payment checks to Participating Class Members and Individual PAGA
3 Payment checks to Aggrieved Employees, (h) providing counsel with weekly reports; and (i) other tasks
4 as the Parties mutually agree or the Court orders Simpluris to perform.

5 **TOLL FREE TELEPHONE HELPLINE**

6 4. A toll-free telephone number was included in the Class Notice for the purpose of allowing
7 the Class Members and Aggrieved Employees to call Simpluris and to make inquiries regarding the
8 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation
9 throughout the settlement process. Callers have the option to speak with a live call center representative
10 during normal business hours or to leave a message and receive a return call during non-business hours.
11 The toll-free telephone number included in the Class Notice was (888) 369-3780 and was live on August
12 5, 2025.

13 **NOTIFICATION TO THE CLASS**

14 5. On June 18, 2025, Simpluris received the Court-approved Class Notice. The Class Notice
15 advised Class Members of their right to request exclusion from the Class Settlement, object to the
16 Settlement, dispute Workweeks, do nothing, and the implications of each such action. The Class Notice
17 advised Class Members and Aggrieved Employees of applicable deadlines and other events, including
18 the Final Approval Hearing, and how Class Members and Aggrieved Employees could obtain additional
19 information.
20

21 6. On July 11, 2025, Defendants’ Counsel provided Simpluris with a data file containing
22 each Class Members’ and Aggrieved Employees’ full name, last known mailing address, Social Security
23 Number, Workweeks during the Class Period, start and end dates of employment by Defendant Altum
24 during the Class Period, Workweeks during the PAGA Period, start and end dates of employment by
25 Defendant Altum during the PAGA Period, and such other information and data as necessary for the
26 Settlement Administrator to independently calculate the Workweeks (collectively, “Class List”). The
27 Class List contained data for four hundred and sixty-one (461) individuals identified as Class Members
28 who are credited with a total of twenty-four thousand one hundred and ninety-nine (24,199.78)

1 Workweeks. Of the four hundred and sixty-one (461) individuals, two hundred and forty-eight (248) were
2 also Aggrieved Employees.

3 7. The mailing addresses contained in the Class List were processed and updated utilizing
4 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA
5 contains requested changes of address filed with the U.S. Postal Service. In the event that any individual
6 had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be
7 utilized in connection with the mailing of the Class Notice. Simpluris was able to locate sixty-nine (69)
8 updated addresses using NCOA prior to the mailing of the Class Notice.

9 8. On August 5, 2025, the Class Notice was mailed to four hundred and sixty-one (461) Class
10 Members via U.S. First Class Mail to the addresses contained in the Class List or updated via the NCOA
11 search. A true and correct copy of the Class Notice is attached hereto as **Exhibit A**.

12 9. As of the date of this declaration, zero (0) Class Notices have been returned to Simpluris.

13 **REQUESTS FOR EXCLUSION, OBJECTIONS, AND WORKWEEKS DISPUTES**

14 10. The deadline for Class Members to submit a Request for Exclusion, Objection, or
15 Workweeks Dispute is September 19, 2025, and the extended Response Deadline for Class Members to
16 whom a Class Notice was re-mailed to is October 6, 2025.

17 11. As of this date, Simpluris has not received any Requests for Exclusion from Class
18 Members.

19 12. As of this date, Simpluris has not received any Objections from Class Members.

20 13. As of this date, Simpluris has not received any Workweeks Disputes from Class Members.

21 **ESTIMATED CLASS MEMBER AWARDS**

22 14. As of this date, there are four hundred and sixty-one (461) Class Members who will be
23 paid their portion of the Net Settlement Amount. Of the four hundred and sixty-one (461) Class Members,
24 two hundred and forty-eight (248) individuals were identified as Aggrieved Employees and will also be
25 paid out of the twenty-five percent (25%) portion of the PAGA Settlement Amount (“PAGA Fund”).

26 15. The Net Settlement Amount available to Participating Class Member is estimated to be
27 \$319,125.00 and was calculated by subtracting the requested attorneys’ fees to Class Counsel
28

1 (\$129,375.00), litigation costs and expenses to Class Counsel (\$25,000.00), LWDA Payment to the
2 California Labor and Workforce Development Agency (\$18,750.00), PAGA Fund to the Aggrieved
3 Employees (\$6,250.00), Class Representative Enhancement Awards to Plaintiffs (\$5,000.00 each, for a
4 combined total of \$10,000.00), and Settlement Administration Costs (\$9,000.00) from the Gross
5 Settlement Amount of \$517,500.00.

6 16. The *highest estimated Individual Settlement Share* is \$3,692.39, the *average estimated*
7 *Individual Settlement Share* is \$692.25, and the *lowest estimated Individual Settlement Share* is \$3.82.

8 17. As of this date, two hundred and forty-eight (248) individuals were identified as
9 Aggrieved Employees who will be paid their portion of the PAGA Fund of \$6,250.00.

10 18. The *highest estimated Individual PAGA Payment* is \$93.12, the *average estimated*
11 *Individual PAGA Payment* is \$25.20, and the *lowest estimated Individual PAGA Payment* is \$0.46.

12 **SETTLEMENT ADMINISTRATION COSTS**

13 19. Simpluris' total costs for services in connection with the administration of this Settlement,
14 including fees incurred and anticipated future costs for completion of the administration, are \$9,000.00.
15 Simpluris' work in connection with this matter will continue with the calculation of the settlement checks,
16 issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such
17 payments. A true and correct copy of the invoice from Simpluris is attached hereto as **Exhibit B**.
18

19
20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct. Executed this 8th day of August 2025, in Irvine, California.

22 
23 _____
24 Lindsay Romo

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»
«Barcode»

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 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 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 dividida 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/>. Tenga 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 Nasasakdal na sina Kylee Valdies ("Plaintiff Valdies") at Paloma Ortiz Cruz ("Plaintiff Ortiz") (magkasama, "Mga Nasasakdal") 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 Nasasakdal 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-aprubang 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 Septyembre 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 Septyembre 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 ikoordinang ang *Valdies* na Pagkilos sa *Ortiz* Class Action at idesigna ang San Francisco County Superior Court bilang situs para sa mga kinaordinang pagkilos. Hindi hiniling ng Nasasakdal na Altum na ikoordinang 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 kinaordinang pagdinig. Pinanatili ng Korte ang *Valdies Action* at *Ortiz Class Action* hanggang sa pagkumpleto ng mga pagdinig sa koordinasyon at pagtatalaga ng mga kinaordinang 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 nabayarang sahod at mga premium sa panahon ng pagkain at pahinga, hindi nabayarang mga gastos sa negosyo, pagsasauli, 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-aaprubang 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

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 Indibidwal 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 ipinaglalaman 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 ipinaglalaman 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 nalan 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 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 Abogado 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 pagpareserba 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.

EXHIBIT B

Estimate Number:	20230801-PJI-02	Prepared By:	Patrick J. Ivie
Estimate Date:	8/1/2023	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	10/30/2023	Email:	pjvie@simpluris.com

<u>Attorney Contact</u>		<u>Opposing Counsel Contact</u>
Attorney:	Kyla Buenaventura, Esq.	Attorney:
Firm:	Lawyers for Justice	Firm:
Email:	kyla@calljustice.com	Email:

Case Name: KV-Altum-JCCP 5258 Class and PAGA Settlement

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	460	Undeliverable Rate:	10%
Claims Rate:	N/A	Mail Skip Trace Success Rate:	85%
Opt-out Rate:	1%	Call Rate:	4%
Language(s) for Communication	EN, SP, Tagalog	Average Call Length:	3 Minutes
Reminder Mailing:	N/A	Fund Distribution:	Simpluris
Unclaimed Funds:	Escheat	Number of Distributions:	1
State(s):	CA	Tax Year(s):	1
Length of Administration:	9 Months		

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	1	\$110.00
Case Document Web Postings	\$250.00	1	\$250.00
Database Manager - Initial Data Analysis	\$125.00	1	\$125.00
Total:			\$485.00

Notice and Communications

- 6-page Notice, mailed in English, Spanish and Tagalog

Category	Unit Value	# of Units	Total
Spanish Translation assuming 3,000 words	\$0.25	3,000	\$750.00
Tagalog Translation assuming 3,000 words	\$0.35	3,000	\$1,050.00
Notice Packet assuming 18 images	\$3.00	460	\$1,380.00
Postage	\$0.57	460	\$262.20
NCOA/CASS/LACS	\$0.25	460	\$115.00
Undeliverable Processing and Skip Trace	\$0.50	46	\$23.00
Remail Notice (assuming 85% skip trace success)	\$4.00	39	\$156.40
Remail Postage	\$0.57	39	\$22.29
Mailing Supervisor	\$50.00	2	\$100.00
Total:			\$3,858.89

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 3-minute calls

Category	Unit Value	# of Units	Total
IVR Call Center Setup	\$450.00	1	\$450.00
IVR Monthly Maintenance	\$100.00	9 Months	\$900.00
IVR (includes toll-free number charges)	\$15.00	1	\$15.00
Subtotal			\$1,365.00

Administration

- Process incoming class and counsel communications, disputes, opt-outs, and objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Project Manager	\$110.00	1	\$110.00
Disputes Processing	\$3.50	23	\$80.50
Opt-out Processing	\$3.50	4	\$14.00
Reporting to Counsel (hours)	\$100.00	2	\$200.00
Total:			\$529.50

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse award payments and tax documents
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$90.00	1	\$90.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Reconciliation and Maintenance	\$200.00	9	\$1,800.00
Print & Mail Distribution Check and Tax Docs	\$0.65	460	\$299.00
Postage	\$0.57	460	\$262.20
Process Returned Checks (assuming 5%)	\$0.25	23	\$5.75
Skip Trace Search Undeliverable Checks	\$0.50	23	\$11.50
Remail Checks (includes postage)	\$1.60	23	\$36.80
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
QSF Annual Tax Reporting and Reconciliation	\$1,350.00	1	\$1,350.00
Escheat uncashed checks to Unclaimed State Fund	\$500.00	1	\$500.00
Distribution Manager	\$90.00	2	\$180.00
Total:			\$5,850.25

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc.	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$110.00	1	\$110.00
Total:			\$285.00

Total Estimated Cost of Administration:	\$12,374
Less Client Courtesy Discount:	-\$3,374
Discounted Total:	\$9,000
Not-to-Exceed Total:	\$9,000