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8 Attorneys for Plaintiff(s),
9 FELIS A. PEREZ, and all others similarly situated
10 (Additional attorneys for the Parties on following page)

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SANTA CLARA**
13 **(UNLIMITED JURISDICTION)**

14
15 FELIS A. PEREZ, on behalf of himself, all others
similarly situated, the general public, and as an
16 “aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
17 Private Attorneys General Act of 2004,

18 *Plaintiff(s),*

19 vs.

20 NXEDGE MH, LLC, a Delaware limited
21 liability company; NXEDGE SAN CARLOS,
22 LLC, a Delaware limited liability company;
23 NXEDGE CSL, LLC, a Nevada limited liability
company; and DOES 3–50, inclusive,

24 *Defendant(s).*

Case No. 21CV387173

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Hearing Date: February 8, 2023
Hearing Time: 1:30 p.m.
Hearing Dept.: 3, The Honorable
Patricia M. Lucas
Action filed: September 29, 2021



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1 **ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)**

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7 Attorneys for Plaintiff(s),
8 FELIS A. PEREZ, and all others similarly situated

9 **ATTORNEYS FOR DEFENDANTS**

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Reno, NV 89511-2094
15 Telephone: (775) 327-3000
16 Facsimile: (775) 786-6179
17 Attorneys for Defendants NXEDGE MH, LLC; NXEDGE SAN CARLOS,
18 LLC; and NXEDGE CSL, LLC



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1 The Motion of Plaintiff Felis A. Perez (hereafter referred to as "Plaintiff") for
2 Preliminary Approval of a Class Action Settlement (the "Motion") was considered by the Court,
3 The Honorable Patricia M. Lucas presiding. The Court having considered the Motion, the Joint
4 Stipulation of Class Action Settlement and Release of Claims ("Settlement" or "Settlement
5 Agreement"), and supporting papers, HEREBY ORDERS THE FOLLOWING:

6
7 1. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
9 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
10 has determined there is sufficient evidence to preliminarily determine that (a) the terms of the
11 Settlement appear to be fair, adequate, and reasonable to the Settlement Class and (b) the
12 Settlement falls within the range of reasonableness and appears to be presumptively valid,
13 subject only to any objections that may be raised at the final hearing and final approval by this
14 Court. The Court will make a determination at the hearing on the motion for final approval of
15 class action settlement (the "Final Approval Hearing") as to whether the Settlement is fair,
16 adequate and reasonable to the Settlement Class.
17

18 2. For purposes of this Preliminary Approval Order, the "Settlement Class" means
19 all persons Defendants employed as regular full-time or part-time hourly, non-exempt
20 employees (current and former) in California (collectively "Class Members") who have not
21 executed releases of claims under the California Labor Code and/or applicable Wage
22 Orders/regulations who worked anytime during the Class Period. The "Class Period" shall mean
23 the period of time from September 29, 2017, through the earlier of the date of the Court's
24 preliminary approval order and the latest date before the Class exceeds 22,604 pay periods
25 worked. Defendants estimated for purposes of mediation that there are 20,549 Pay Periods
26
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1 worked by 331 Class Members for the period of September 29, 2017 through March 17, 2022.
2 These numbers would be expected to increase proportionately for the passage of time between
3 that date and the time of court approval. Before the Parties seek or a Party seeks court approval
4 of the Settlement, the Settlement Administrator will advise Plaintiff's counsel of Defendants'
5 report of the total number of Pay Periods worked and Class Members. The "Effective Date"
6 means as follows: If no objection to this Settlement or to any of the terms and or conditions of
7 the Settlement are filed by Plaintiff, another member of the Settlement class, or any intervenor
8 to this Lawsuit, the Effective Date shall occur on the day that the Court enters an order of final
9 approval of this Settlement; however, if any objection to this Settlement or to any of the terms
10 and or conditions of the Stipulation is filed by a member of the Settlement class, or any
11 intervenor to this Lawsuit, the Effective Date shall occur upon the expiration of the time for the
12 filing any appeal of the order of final approval of this Settlement. If an appeal is filed or any
13 writ granted, then the Effective Date shall occur after the appeal has been dismissed or the writ
14 dissolved and when there is no further time to appeal the dismissal of the appeal or the
15 dissolution of the writ. The occurrence of the Effective Date is a prerequisite to any obligation
16 of Defendants to pay any funds into the Settlement Account.

17
18
19 3. This action is provisionally certified pursuant to section 382 of the California
20 Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action
21 for purposes of settlement only with respect to the proposed Settlement Class.

22
23 4. The Court hereby preliminarily finds that the Settlement was the product of
24 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In
25 making this preliminary finding, the Court considered the nature of the claims set forth in the
26 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the



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1 allocation of Settlement proceeds to the Settlement Class, and the fact that the Settlement
2 represents a compromise of the Parties' respective positions. The Court further preliminarily
3 finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant
4 preferential treatment to any individual Class Member. Accordingly, the Court preliminarily
5 finds that the Settlement was entered into in good faith.

6
7 5. The Court finds that the dates set forth in the Settlement for mailing and
8 distribution of the Class Notice meet the requirements of due process and provide the best notice
9 practicable under the circumstances and constitute due and sufficient notice to all persons
10 entitled thereto, and directs the mailing of the Class Notice by first class mail to the Settlement
11 Class as set forth in the Settlement. Accordingly, the Court orders the following implementation
12 schedule for further proceedings:

- 13
14 a. Within fourteen (14) days of this Order, Defendants shall provide Simpluris,
15 Inc., the appointed Settlement Administrator, with: (a) An electronic database
16 of all Class Members, last known mailing address, Social Security number
17 and Defendants' employee identification number ("Class Members' Data");
18 and (b) Corresponding to each Class Member's name, Defendants shall
19 provide a figure indicating the total number of Pay Periods worked by the
20 Class Member during the Class Period and the PAGA Period. That number
21 of Pay Periods shall be referred to as that Class Member's "Individual Pay
22 Periods;" (c) If any of the Class Members' Data are unavailable to
23 Defendants, Defendants will so inform Class Counsel and the Parties will
24 make their best efforts to reconstruct or otherwise agree upon the Class
25 Members' Data prior to when it must be submitted to the Settlement



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1 Administrator. Class Members' Data will otherwise remain confidential and
2 will not be disclosed to anyone, except as necessary to applicable taxing
3 authorities, or pursuant to Defendants' express written authorization or by
4 order of the Court.

5
6 b. **Mailing of Class Notice.** By Simpluris, Inc., approximately fourteen (14)
7 days after receiving the Class Members' Data, or as soon thereafter as it can
8 do so, the Settlement Administrator will mail the Class Notice to all identified
9 Class Members via first-class U.S. mail using the mailing address
10 information provided by Defendants, unless modified by any updated address
11 information that the Settlement Administrator obtains in the course of
12 administration of the Settlement.

13
14 c. **Returned Class Notice.** If a Class Notice is returned because of an incorrect
15 address, the Settlement Administrator will promptly, and not later than ten
16 (10) days from receipt of the returned Class Notice, search for a more current
17 address for the Class Member and re-mail the Class Notice to the Class
18 Member. The Settlement Administrator will use the Class Members' Data
19 and otherwise work with Defendants' Counsel and Class Counsel to find a
20 more current address. The Settlement Administrator will be responsible for
21 taking reasonable steps, consistent with its agreed-upon job parameters, court
22 orders, and fee, to trace the mailing address of any Class Member for whom
23 a Class Notice is returned as undeliverable by the U.S. Postal Service. These
24 reasonable steps shall include the tracking of all undelivered mail;
25 performing address searches for all mail returned without a forwarding
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1 address; and promptly re-mailing to Class Members for whom new addresses
2 are found. If the Class Notice is re-mailed, the Settlement Administrator will
3 note for its own records and notify Class Counsel and Defendants' Counsel
4 of the date and address of each such re-mailing as part of a weekly status
5 report provided to the Parties.

6
7 d. **Declaration of Settlement Administrator.** Not later than twenty-one (21)
8 court days prior to the Final Approval Hearing, the Settlement Administrator
9 will provide the Parties for filing with the Court a declaration of due diligence
10 setting forth its compliance with its obligations under this Agreement. Prior
11 to the Final Approval Hearing, the Settlement Administrator will supplement
12 its declaration of due diligence if any material changes occur from the date
13 of the filing of its prior declaration.

14
15 e. **Requests for Exclusion from Settlement; and Objections to Settlement.**
16 Class Members may submit requests to be excluded from the effect of the
17 Settlement, or objections to the Settlement, pursuant to the following
18 procedures:

19 i. **Request for Exclusion from Settlement.** A Class Member may
20 request to be excluded from the effect of this Agreement, though not
21 the PAGA Released Claims, and any payment of amounts under this
22 Agreement, though not the PAGA Payment, by timely mailing a letter
23 to the Settlement Administrator stating that the Class Member wants
24 to be excluded from this Action. This letter must include the Class
25 Member's name, address, telephone number, last four digits of the
26
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Class Member's Social Security number, and signature. To be valid and timely, the request to be excluded must be postmarked by the date specified in the Class Notice (60 days from the initial mailing of the Class Notice by the Settlement Administrator). A Class Member who properly submits a valid and timely request to be excluded from the Action shall not receive any payment of any kind in connection with this Agreement or this Action, shall not be bound by or receive any benefit of this Agreement, and shall have no standing to object to the Settlement. A request for exclusion must be mailed to the Settlement Administrator at the address provided on the Class Notice. The Settlement Administrator shall transmit the request for exclusion to counsel for the Parties as follows:

To Class Counsel:

David G. Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069

To Defense Counsel:

Dora Lane, Esq.
Holland & Hart LLP
5441 Kietzke Lane
Second Floor
Reno, NV 89511

- ii. **Objections to Settlement.** The Class Notice will provide that any Class Member who does not request exclusion from the Action and who wishes to object to the Settlement should submit an objection in writing to the Settlement Administrator by 60 days after the Settlement Administrator mails the Class Notice, a written objection to the Settlement which sets forth the grounds for the objection and the other information required by this paragraph. The objection



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1 should be mailed to the Settlement Administrator at the address
2 provided on the Class Notice. The Settlement Administrator shall
3 transmit the objections to counsel for the Parties as follows:

4 *To Class Counsel:*

5 David G. Spivak, Esq.
6 The Spivak Law Firm
7 8605 Santa Monica Bl
8 PMB 42554
9 West Hollywood, CA 90069

To Defense Counsel:

Dora Lane, Esq.
Holland & Hart LLP
5441 Kietzke Lane
Second Floor
Reno, NV 89511

10 The written objection should state the objecting Class Member's full
11 name, address, and the approximate dates of his or her employment
12 with Defendants. The written objection should state the basis for each
13 specific objection and any legal support in clear and concise terms.
14 The written objection also should state whether the Class Member
15 intends to formally intervene and become a party of record in the
16 action, and upon formally intervening, appear and argue at the Final
17 Approval Hearing. However, the objectors will be provided with the
18 opportunity to speak at the final approval hearing regardless of
19 whether they have filed an appearance or submitted a written
20 opposition beforehand.

21 If the objecting Class Member does not formally intervene in the action
22 and/or the Court rejects the Class Member's objection, the Class
23 Member may still be bound by the terms of this Agreement.
24

25 f. **Report.** Not later than fourteen (14) days after the deadline for submission
26 of requests for exclusion, the Settlement Administrator will provide the
27



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Parties with a complete and accurate list of all Class Members who sent timely requests to be excluded from the Action and all Class Members who objected to the settlement.

6. The Court approves, as to form and content, the Class Notice in substantially the form attached as Exhibit A to this Order.

7. The Court approves, for settlement purposes only, David G. Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

8. The Court approves, for settlement purposes only, Felis A. Perez as the Class Representative.

9. The Court approves Simpluris, Inc. as the Settlement Administrator.

10. The Court preliminarily approves Class Counsel's request for attorneys' fees and costs subject to final review by the Court.

11. The Court preliminarily approves the estimated Settlement Administrator costs payable to the Settlement Administrator subject to final review by the Court.

12. The Court preliminarily approves Plaintiff's Class Representative Payment subject to final review by the Court.

13. A Final Approval Hearing shall be held on _____ at _____ .m. in Department 3 of the Superior Court for the State of California, County of Santa Clara, located at the Downtown Superior Court, 191 North First Street, San Jose, CA 95113 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class Representative Payment to the Class Representative. The notice of motion and all briefs and materials in support of the motion for final approval of class action



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1 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
2 Court sixteen (16) court days before the Final Approval Hearing.

3 14. If for any reason the Court does not execute and file a final approval order and
4 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason,
5 the proposed Settlement that is the subject of this order, and all evidence and proceedings had
6 in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to
7 the litigation, as more specifically set forth in the Settlement.
8

9 15. The Court expressly reserves the right to adjourn or continue the Final Approval
10 Hearing from time to time without further notice to members of the Class. The Plaintiff shall
11 give prompt notice of any continuance to Settlement Class Members who object to the
12 Settlement.
13

14 **IT IS SO ORDERED.**

15
16 _____
17 **DATE**

18 _____
19 **THE HONORABLE PATRICIA M. LUCAS**
20 **SUPERIOR COURT JUDGE**



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EXHIBIT A

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**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND
HEARING DATE FOR COURT APPROVAL**

Felis A. Perez v. NxEdge MH LLC, et al., Case No. 21CV387173

As a current or former hourly, non-exempt employee of NxEdge MH LLC, NxEdge San Carlos, LLC, or NxEdge CSL, LLC in California who has not signed a release, you may

Simpluris ID: <<Simpluris ID>>	Please provide current address (if different) here:
<<Name>>	_____
<<Address1>>	_____
<<Address2>>	_____
<<City>>, <<State>> <<Zip Code>>	_____

be entitled to receive money from a class action settlement.

*The Santa Clara County Superior Court has authorized this Class Notice.
This is not a solicitation from a lawyer.*

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT IF YOU ARE A CURRENT OR FORMER HOURLY, NON-EXEMPT EMPLOYEE OF NXEDGE MH LLC, NXEDGE SAN CARLOS, LLC, AND NXEDGE CSL, LLC IN THE STATE OF CALIFORNIA WHO HAS NOT EXECUTED A RELEASE OF CLAIMS UNDER THE CALIFORNIA LABOR CODE AND/OR APPLICABLE WAGE ORDERS/REGULATIONS BETWEEN SEPTEMBER 29, 2017 AND THE EARLIER OF THE DATE OF THE COURT'S PRELIMINARY APPROVAL ORDER AND THE LATEST DATE BEFORE THE CLASS EXCEEDS 22,604 PAY PERIODS WORKED.

- A proposed settlement of \$1,242,000.00 (the "Gross Settlement Amount") will be used to pay claims to: All persons Defendants NxEdge MH LLC, NxEdge San Carlos, LLC, and NxEdge CSL, LLC employed in California as regular full-time or part-time hourly, non-exempt employees who have not executed releases of claims under the California Labor Code and/or applicable Wage Orders/regulations during the "Class Period" of September 29, 2017 to the earlier of the date of the Court's preliminary approval order and the latest date before the Class exceeds 22,604 pay periods worked (the "Class Members"). The Gross Settlement Amount includes (a) expenses and fees of the Settlement Administrator up to \$17,500.00; (b) an Class Representative Payment of \$50,000.00 to the Plaintiff Felis A. Perez as the class representative; (c) attorneys' fees of up to \$413,999.00 and litigation expenses of up to \$25,000.00 to Class Counsel; and (d) \$20,000.00 allocated to settle claims brought pursuant to the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* ("PAGA") (75% of which will go to the California Labor & Workforce Development Agency ("LWDA") and 25% of which will go to Class Members). The Court must approve these payments at the Final Approval Hearing.

- Defendants estimated for purposes of settlement that there are 20,549 Pay Periods worked by 331 Class Members for the period of September 29, 2017 through March 17, 2022. These numbers would be expected to increase proportionately for the passage of time between that date and the time of court approval. The release period for purposes of the Settlement will be the period between September 29, 2017 and the earlier of the preliminary approval order date and the date when the pay periods worked and/or Class Members first exceed 331 Class Members and/or 20,549 pay periods by more than 10 percent (the "Release End Date"). Before the Parties seek or a Party seeks court approval of the Settlement, the Settlement Administrator will advise Plaintiff's counsel of Defendants' report of the total number of Pay Periods worked and Class Members.
- The settlement resolves a lawsuit entitled *Felis A. Perez v. NxEdge MH LLC, et al.*, Case No. 21CV387173 (the "Action") for Defendants' alleged failure to pay all wages for all hours worked, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and other legal consequences that would follow from these failures, including claims under California's Business & Professions Code and PAGA. This settlement avoids the costs and risks from continuing the Action, pays money to persons like you, and releases Defendants from alleged liability.
- The Court has not made a determination of the validity of the claims in the Action. Defendants deny any and all liability arising from any of the claims and contend that they are not responsible for a failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, or related wrongs, and fully complied with all applicable laws.
- Class Members will receive a payment based on the number of Pay Periods worked, rounded up to the nearest full Pay Period, during the Class Period.

**PLEASE READ THIS ENTIRE CLASS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

HOW MUCH WILL I GET?

You have a total number of <<number of Pay Periods>> Pay Periods worked during the Class Period.

It is expected that you will receive approximately <<Individual Settlement Payment amount>> from this Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Action.
OPT OUT	Receive no payment and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Action. However, you may not opt out of the PAGA Released Claims.

1 2 3	OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Simpluris, Inc., about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court.
4 5	DISPUTE THE PAY PERIODS CALCULATION	If you feel that you worked a different amount of Pay Periods as an hourly, non-exempt employee than identified above, you may dispute that calculation by writing to the Settlement Administrator.
6 7 8	ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. If you timely file and serve a written objection, and if you also want to speak about your objection at the hearing, you should send a letter to the Settlement Administrator, Simpluris, Inc., providing notice of your intention to appear and speak at the hearing.

9 **IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT**

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

11 You were sent this Class Notice because you have a right to know about the proposed settlement
12 in the Action and about all of your options before the Court rules on whether to finally approve
13 the settlement. If the Court approves the settlement, and after any objections and appeals are
14 resolved, a “Settlement Administrator” appointed by the Court will make the payments that the
15 settlement allows. This Class Notice explains the Action, the proposed settlement, your legal
16 rights, and what benefits are available and how to receive them.

17 The Court in charge of this case is the Santa Clara County Superior Court. The person who sued
18 is called “Plaintiff” and the organizations he sued are called “Defendants.”

19 **2. What is the Action about?**

20 In the Action, Felis A. Perez (“Plaintiff”) alleged violations of the California Labor Code, the
21 California Business & Professions Code, and PAGA, including causes of action for: failure to
22 pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure
23 to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay
24 wages, failure to maintain required payroll records, unfair competition under California’s
25 Business & Professions Code, and claims for civil penalties for violations of the PAGA.

26 **3. Why is there a settlement?**

27 The parties disagree on the probable outcome of the case with respect to liability, damages, and
28 how much money could be recovered if the Plaintiff won at trial. Defendants believe the Plaintiff
29 would not prevail if this case went to trial. The Court has not decided in favor of the Plaintiff or
30 Defendants. There has been no trial in this case. Instead, both sides recognize the risks, expenses,
31 and disruption associated with continued litigation and they have therefore chosen to resolve their
32 differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial, yet
33 Class Members are still entitled to receive payments if they comply with the instructions in this

1 Class Notice. The parties entered into this settlement after arms-length negotiations while using
2 the services of an experienced and neutral mediator. The Plaintiff and Class Counsel believe that
the proposed settlement is fair and reasonable and is in the best interest of the Class Members.

3 **4. What is a class action settlement?**

4 The Court must approve the terms of the proposed settlement as fair and reasonable. Once
5 approved, the settlement will affect all Class Members, except those who have properly opted
6 out. This Class Notice explains your legal rights, the terms of the settlement, what you must do
7 to participate, and the amount of money you may receive. Please read this entire Class Notice
carefully.

8 **5. What should I do?**

9 You can do nothing, and if you are entitled to a payment, you will be paid. Be mindful, however,
10 that if this Class Notice reaches you and the address where you now live is different, you need to
11 contact the Settlement Administrator and provide updated information so that any future
correspondence or the settlement check itself reaches you and is not returned as an address
12 unknown.

13 **6. How much will my payment be?**

14 After all fees, costs, and offsets are taken as set forth under the Settlement Agreement (which is
15 available for review), the remainder will be used to pay Class Members a pro-rata payment based
16 on the number of Pay Periods each Class Member worked during the Class Period and PAGA
Members a pro-rata payment based on the number of Pay Periods each PAGA Member worked
during the PAGA Period (“Pro-Rata Share”).

17 The Settlement Administrator shall determine by how many Pay Periods each such Class
18 Member has.

19 Your estimated payment is listed above, on page 2 of this document. If you do not dispute your
20 Pay Periods worked calculation, and do not opt out of the settlement, you will be bound by the
21 settlement and receive a settlement payment. **In other words, you do not need to take any
action to receive a settlement payment.**

22 If you wish to dispute the number of Pay Periods worked credited to you or anything else about
23 your employment status, you must write to the Settlement Administrator indicating what you
24 believe is incorrect and return it on or before <<date>> [60 days after initial mailing] via U.S.
Mail with proof of the submission date (such as a postmark or delivery service date stamp). Your
correspondence must be mailed to the address below:

25 *Perez v. NxEdge MH LLC Class Action Settlement Administrator*

26 c/o _____

27 _____

1 If the Settlement Administrator re-mailed your Class Notice to a new address, you will have
2 additional 15 days from the date of the re-mailed Class Notice to write to the Settlement
3 Administrator to dispute your Pay Periods worked information. You must also send any
4 documents or other information that you contend supports your belief that the information set
5 forth above is incorrect. The Settlement Administrator will resolve any dispute based upon
6 Defendants' records and any information you provide. Please be advised that the information on
this Notice is presumed to be correct unless the documents you submit are company records from
Defendants.

7 7. When would I get my payment?

8 The Court will hold a hearing on <<final approval hearing date>> at <<final approval hearing
9 time>> ____m to decide whether to approve the proposed settlement. If the Court approves the
10 settlement and anyone objects, there may be appeals. It is always uncertain when these objections
11 and appeals can be resolved, and resolving them can take time. To check on the progress of the
settlement, call the Settlement Administrator at <<settlement administrator phone number>> or
contact Class Counsel (see below for Class Counsel's contact information.). Please be patient.

12 You will have 180 days to cash your settlement check. If a mailed individual settlement payment
13 is not cashed by <<check cashing deadline>> (within 180 days of the date printed on the check),
14 all uncashed funds will be paid to the California State Controller's Office Unclaimed Property
Fund with the identity of the Class Member to whom the funds belong, to be held for the Class
Member.

15 8. What am I releasing?

16 If you do not exclude yourself from the settlement (according to the procedures explained below),
17 you will release certain claims as follows:

18 The Parties agree that it is their intent that the resolution set forth in this Settlement will
19 release and discharge the Released Claims by way of any further attempt, by lawsuit,
20 administrative claim or action, arbitration, demand, or other action of any kind by each
21 and all of the Settlement Class Members (including participation to any extent in any
22 representative or collective action) against the Released Parties. This release will not take
23 effect until Defendants have paid the Gross Settlement Amount in full per this Settlement
Agreement. All PAGA Members, regardless of whether they submit timely and valid
requests for exclusion from the Settlement, will release all Released Claims under PAGA
against the Released Parties. The State of California will also release all Released Claims
under PAGA against the Released Parties.

24 **"Released Claims"** shall mean all claims, rights, demands, liabilities and causes of action
25 that are alleged, or reasonably could have been alleged based on the facts and claims
26 during the period of September 29, 2017 through the earlier of the date of the Court's
27 preliminary approval order and the latest date before the Class exceeds 22,604 pay periods
28 worked as asserted in the Operative Complaint and/or in the letter(s) sent by Plaintiff to
the LWDA concerning Defendants and the other Released Parties, whether sounding in

1 law or equity, tort, contract, statute, or other applicable federal, state or local law or
2 regulation, including but not limited to the following claims: failure to pay all wages for
3 all hours worked, unauthorized and unlawful wage deductions, failure to provide meal
4 periods, failure to authorize and permit rest periods, failure to compensate employees at
5 one hour's pay at employees' regular rate of pay for each day on which employees did
6 not receive one or more meal or rest periods, failure to issue proper wage statements,
7 failure to timely pay wages, failure to maintain required payroll records, unfair business
8 practices that could have been premised on the claims, causes of action or legal theories
9 of relief described above or any of the claims, causes of action or legal theories of relief
10 pleaded in the Action, all claims under PAGA or for civil penalties that could have been
11 premised on the claims, causes of action or legal theories described above or any of the
12 claims, causes of action or legal theories of relief pleaded in the Action or Plaintiff's
13 letter(s) to the LWDA, including but not limited to the California Code of Regulations
14 and to Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7,
15 510, 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, 2698, and 2699;
16 and any and all damages, restitution, disgorgement, civil penalties, statutory penalties,
17 taxes, interest or attorneys' fees or costs resulting therefrom. Released Claims shall not
18 apply to claims for workers' compensation benefits, unemployment insurance benefits,
19 or any other claim or right that as a matter of law cannot be waived or released. The
20 Parties acknowledge that Released Claims includes any claims for penalties by a PAGA
21 Member resulting from any LWDA investigation. The Parties will meet and confer in
22 good faith if the Court requires changes to the scope of the Released Claims.

23 **"Released Parties"** shall mean Defendants, and any of their former and present agents,
24 employees, servants, officers, directors, partners, trustees, representatives, shareholders,
25 stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations,
26 divisions, joint venturers, assigns, predecessors, successors, service providers, insurers,
27 consultants, subcontractors, joint employers, employee benefit plans and fiduciaries
28 thereof, affiliated organizations, and all persons acting under, by, through or in concert
with any of them, and each of them.

The release provisions of this Settlement will not take effect until Defendants have paid the Gross Settlement Amount in full per this Settlement Agreement.

9. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. To do so, you must send a letter by mail to the Settlement Administrator with the following sentence, or something similar, stating: "I wish to exclude myself from the class settlement reached in the matter of *Perez v. NxEdge MH LLC, NxEdge San Carlos, LLC, and NxEdge CSL, LLC*. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." You will have **60 days** from the date of mailing of this Class Notice to do so. Your Opt-Out request must be in writing and mailed to the Settlement Administrator, Simpluris, Inc., <<settlement administrator mailing address>> and be postmarked no later than <<response deadline>>, or it will not be considered and you will be bound by the settlement. You must include your full name (and former names, if

any), address, telephone number, and the last four digits of your Social Security number in your request and you must sign the written request. If the Settlement Administrator re-mailed your Class Notice to a new address, you will have additional 15 days from the date of the re-mailed Class Notice to opt out. However, you cannot opt-out of the PAGA Released Claims and will receive your pro rate share of the PAGA Penalties whether or not you opt out of the settlement.

10. Do I have a lawyer in this case?

The Court has appointed David G. Spivak of the Spivak Law Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069, Telephone: (213) 725-9094, david@spivaklaw.com, and Walter L. Haines of United Employees Law Group to represent you and other Class Members in the Action. These lawyers are called Class Counsel. They will be compensated from the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel will ask the Court to award them fees of approximately 33 and 1/3% (one-third) of the Gross Settlement Amount. Class Counsel will also ask the Court to award them costs of not more than \$25,000.00 incurred in connection with the Action. The Court may choose to award less than the amount requested by Class Counsel.

12. How do I tell the Court that I do not like the settlement?

You can ask the Court to deny approval by objecting. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies the settlement, no settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing or in person. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers should (a) clearly identify the case name and number (*Felis A. Perez v. NxEdge MH LLC, et al*, Case No. 21CV387173), (b) be submitted to the Settlement Administrator by mailing them to the Settlement Administrator, Simpluris, Inc., <<settlement administrator mailing address>>, and (c) be filed or postmarked on or before <<response deadline>>.

Your written objection should state your full name, address, and the approximate dates of your employment with Defendants. The written objection should also state the basis for each specific objection and any legal support in clear and concise terms. The written objection also should state whether you intend to formally intervene and become a party of record in the action, and upon formally intervening, appear and argue at the final approval hearing.

If the Settlement Administrator re-mailed your Class Notice to a new address, you will have additional 15 days from the date of the re-mailed Class Notice to object. Class Members may appear at the final approval hearing to be heard on their objections, even if they have not previously served a written objection.

1
2 **13. When and where will the Court decide whether to approve the settlement?**

3 The Court will hold a fairness hearing on <<final approval hearing date>> at <<final approval
4 hearing time>> .m in Department 3 at the Santa Clara County Superior Court, Downtown
5 Superior Court, 191 North First Street, San Jose, CA 95113, (The Honorable Patricia M. Lucas
6 presiding). At this hearing, the Court will consider whether the settlement is fair, reasonable, and
7 adequate. If there are objections that were properly made, the Court will consider them. The
Court will listen to people who have asked to speak at the hearing. The Court may also decide
how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to
approve the settlement. We do not know how long this decision will take.

8 **14. Do I have to come to the hearing?**

9 No. Class Counsel will answer any questions that the Court may have. But, you are welcome to
10 come at your own expense. If you sent an objection, you do not have to come to Court to talk
11 about it. As long as you timely mailed your written objection, the Court will consider it. You
may also pay your own lawyer to attend, but it is not required.

12 **15. May I speak at the hearing?**

13 Regardless of whether you properly objected to the settlement, you may speak at the fairness
14 hearing.

15 **16. What happens if I do nothing at all?**

16 You will participate in the settlement and receive payment. You will be bound by the release as
17 set forth herein.

18 **GETTING MORE INFORMATION**

19 This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel
20 or the Settlement Administrator if you would like more information about the case. You may call
21 <<settlement administrator phone number>> or write the Settlement Administrator, Simpluris,
Inc., located at <<settlement administrator mailing address>>.

22 You can also access the Santa Clara County Superior Court's Online Services at
23 [https://www._____](https://www._____.), or by visiting the Clerk's Office at the Santa Clara County
24 Superior Court, Downtown Superior Court, 191 North First Street, San Jose, CA 95113), between
_:0 a.m. and _:0 p.m., Monday through Friday, excluding Court holidays.

25 **PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE**
26 **TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**