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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

THALIA MARAVILLA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

LCS COMMUNITY EMPLOYMENT
LLC, an Iowa limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: SCV-270452

**DECLARATION OF KAYLIE O'CONNOR IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: March 12, 2025
Time: 3:00 p.m.
Dept.: 17

Complaint Filed: March 23, 2022
Trial Date: None

1 I, Kaylie O'Connor, declare as follows:

2 1. I have personal knowledge of the facts set forth herein and if called upon to
3 testify, I could and would do so competently under oath.

4 2. I am employed by CPT Group ("CPT") as a Senior Case Manager. CPT is the
5 Court-approved class action Settlement Administrator for the matter of *Thalia Maravilla et. al.*
6 *v. LCS Community Employment LLC*, Superior Court of California for the County of Sonoma,
7 Case No. SCV-270452.

8 3. CPT has extensive experience in providing notice of class actions and
9 administering class action settlements. In the past 30 years, we have provided notification and/or
10 claims administration services in over one thousand class action cases.

11 4. CPT was selected by the parties to administer the settlement in this action. In this
12 capacity, CPT has been, and if the Court grants final approval of the Settlement, will be
13 responsible for: (a) printing and mailing the Notice of Class Action Settlement, (herein referred
14 to as "Notice"), to the Proposed Class; (b) establishing and maintaining a toll free case hotline
15 where Class Members can speak to case representatives regarding case specific questions; (c)
16 establishing and maintaining a case website containing important case information and
17 documents; (d) processing undeliverable mail and locating updated addresses for Class
18 Members; (e) recording and tracking responses to the mailings to the Class; (f) tracking and
19 responding to any inquiries made by any member of the Class; (g) calculating and distributing
20 the Individual Class Payments and Individual PAGA Penalty Payments ; (h) establishing a
21 Qualified Settlement Funds pursuant to Section 468B(g) of the Internal Revenue Code; (i)
22 completing any associated tax reporting to the State and Federal tax authorities; and (j) any other
23 tasks mutually agreed to by the parties.

24 5. CPT received the Court-approved text for the Notice from Counsel on November
25 26, 2024. CPT prepared a draft of the Notice for mailing to the Class Members. Attached hereto
26 as Exhibit A is a true and correct copy of the Notice.

27 6. On December 13, 2024, CPT received a data file from Defense Counsel that
28 contained names, last known mailing addresses, Social Security numbers, Workweeks, Pay

Periods and other information necessary to calculate individual settlement amounts. The finalized class list contained 893 Class Members and/or PAGA Employees.

7. On December 27, 2024, CPT caused a National Change of Address (NCOA) database search to be performed in an attempt to update the addresses on the class list and ensure it was accurate as possible. A search of this database provides updated addresses for any individual who had moved in the previous four years and notified the U.S. Postal Service of their change of address.

8. The Notices were enclosed in envelopes with the Class Member's name and known address printed on the envelope. On December 30, 2024, the Notices were mailed via U.S. first class mail to all Class Members and PAGA Employees.

9. As of the date of this declaration, 67 Notices have been returned by the Post Office. For those without forwarding addresses, CPT performed skip traces to locate better mailing addresses using Accurint, one of the most comprehensive address databases available. It utilizes hundreds of different databases supplied by credit reporting agencies, public records, and a variety of other national databases.

10. As a result of skip trace efforts or requests from Class Members, a total of 34 Notices have been re-mailed to date. In addition, 1 Notice was forwarded by USPS. Ultimately, 34 Notices have been deemed undeliverable with no forwarding address, where no new address could be found through skip trace.

11. The Notice indicated a deadline date of February 13, 2025, to object or request exclusion from the settlement.

12. As of the date of this declaration, CPT has not received any written objections to the settlement.

13. As of the date of this declaration, CPT has not received any requests for exclusion.

14. As of the date of this declaration, CPT has not received any disputes.

15. As of the date of this declaration, CPT will report a total of 891 Participating Class Members, representing a 100% participation rate.

16. Pursuant to the Settlement Agreement, the entire Net Settlement Amount will be

used to calculate the Individual Settlement Payment to the Participating Class Members. The Net Settlement Amount was calculated as follows:

Gross Settlement Amount	\$904,304.00
Less Class Counsel Fees	\$301,434.66
Less Class Counsel Costs	\$12,968.74
Less Class Representative Enhancement Payment	\$10,000.00
Less PAGA Allocation	\$50,000.00
Less Settlement Administration Costs	\$11,500.00
Net Settlement Amount	\$518,400.60

17. A total of 891 Settlement Class Members will be paid their portion of the Net Settlement Amount. Each Settlement Class Member's share of the Net Settlement Amount will be proportional to the number of Workweeks he or she worked during the Class Period. According to Defendant's records, Settlement Class Members worked a total of 38,181 Workweeks during the Class Period. Therefore, each Workweek is valued at approximately \$13.58. The average Individual Class Payment prior to the deduction of payroll taxes is estimated to be \$581.82, the highest is estimated to be \$2,063.77 and the lowest is estimated to be \$13.58.

18. In addition, there are a total of 893 PAGA Employees, who will share in the \$12,500.00 Net PAGA Payment (which is 25% of the total PAGA Allocation) on a pro rata basis. According to Defendant's records, PAGA Employees worked in aggregate a total of 23,121 Pay Periods during the PAGA Period. Therefore, each PAGA Pay Period is valued at approximately \$0.54. The average Individual PAGA Penalty Payment is estimated to be \$14.00, the highest is estimated to be \$30.28 and the lowest is estimated to be \$0.54.

19. CPT will charge a total of \$11,500.00 in costs associated with the administration of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the Settlement. Attached as Exhibit B is a true and correct copy of CPT's invoice for services.

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1 I declare that under the penalty of perjury under the laws of the United States and state
2 of California the foregoing is true and correct. Executed on February 14, 2025, at Irvine,
3 California.

4
5 
6 Kaylie O'Connor

EXHIBIT A

Thalia Maravilla vs. LCS Community Employment LLC
Superior Court State of California, County of Sonoma Case No. SCV-270452.

NOTICE OF CLASS-ACTION SETTLEMENT (“NOTICE”)

YOU MAY BE ENTITLED TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT, IF YOU WERE EMPLOYED AS A NON-EXEMPT, HOURLY EMPLOYEE BY LCS COMMUNITY EMPLOYMENT LLC AT THE FOLLOWING FACILITIES: (i) ARBOL RESIDENCES IN SANTA ROSA, CALIFORNIA, AT ANY TIME FROM MARCH 2, 2020 THROUGH APRIL 16, 2023; (ii) THE FORUM IN CUPERTINO, CALIFORNIA, AT ANY TIME FROM MARCH 5, 2020 THROUGH MARCH 3, 2023; AND/OR (iii) THE MOLDAW RESIDENCES IN PALO ALTO, CALIFORNIA, AT ANY TIME FROM OCTOBER 1, 2021 THROUGH JANUARY 4, 2023.

The Sonoma County Superior Court (“Court”) authorized this Notice to be sent by CPT Group (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

DEFENDANT CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

CPT ID: «ID»

ATTN: «FName» «LName»

«Address1» «Address2»

«City», «State» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY**

Individual PAGA Penalty Payment: \$«EstPAGAAmt»

Individual Class Payment: \$«EstSettAmt»

THROUGH THIS CLASS ACTION SETTLEMENT

- Plaintiff Thalia Maravilla (“Named Plaintiff”) has sued LCS Community Employment LLC (“Defendant” or the “Company”) on behalf of herself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT (Deadline: February 13, 2025)	If you ask to be excluded from the class settlement, you will get no payment from the class settlement, but you will keep any rights to sue Defendant separately for the same legal claims made in this lawsuit. However, you may not request exclusion from the settlement of the PAGA claim. Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: February 13, 2025)	If you do not like the class settlement, you can send a written objection to the Settlement Administrator by the deadline. However, you may not object to the settlement of the PAGA claim. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What Is This Lawsuit About?

In the lawsuit, the Named Plaintiff claimed that Defendant failed to pay employees minimum and/or overtime wages for time spent submitting to off-the-clock COVID temperature checks, in violation of Labor Code sections 226.2, 510, 558, 1194, 1197 and 1197.1. As a result of the uncompensated time, the Named Plaintiff further alleges that Defendant failed to provide accurate wage statements, in violation of Labor Code section 226(a); and pay all earned wage at separation of employment, in violation of Labor Code sections 201, 202 and 203. The Named Plaintiff seeks civil PAGA penalties based on these alleged violations of the Labor Code.

Defendant denies the allegations in the lawsuit and denies the Company has engaged in any wrongdoing. Defendant asserts that the Company complied with all legal requirements, but is resolving this action in order to avoid the costs of further legal proceedings.

3. Why Is This A Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Plaintiff Thalia Maravilla), sues on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Sonoma County Superior Court is in charge of the case. The lawsuit is known as *Thalia Maravilla vs. LCS Community Employment LLC*, Case No. SCV-270452.

4. Why Is There A Settlement?

The Court did not decide in favor of Named Plaintiff or Defendant. Named Plaintiff thinks she could have won at trial. Defendant thinks that the Company would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representatives and the attorneys think the settlement is best for class members.

5. How Do I Know If I Am Part Of The Class Settlement?

The Court has decided that the following individuals are “Class Members”: (i) all current and former non-exempt employees of Defendant who worked at least one Shift at the Arbol Residences in Santa Rosa, California, at any time from March 2, 2020 through April 16, 2023 (“Arbol Sub-Class”); (ii) all current and former non-exempt employees of Defendant who worked at least one Shift at the Forum in Cupertino, California, at any time from March 5, 2020 through March 3, 2023 (“Forum Sub-Class”); and (iii) all current and former non-exempt employees of Defendant who worked at least one Shift at the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023 (“Moldaw Sub-Class”).

The settlement only covers employees who worked at the following three Facilities during the corresponding time periods: the Arbol Residences in Santa Rosa, California, at any time from March 2, 2020 through April 16, 2023; (ii) the Forum in Cupertino, California, at any time from March 5, 2020 through March 3, 2023; and (iii) the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023.

6. What Does The Settlement Provide?

The proposed settlement provides for a payment by Defendant of \$904,304.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to Class Members who can be located, and who do not exclude themselves from the class settlement, will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement-administration costs not to exceed \$11,500.00; (b) an Enhancement Payment to Named Plaintiff in the amount of \$10,000.00 for her work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$301,434.66; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$20,000.00; and (f) PAGA Allocation of \$50,000.00 representing PAGA civil penalties allocated for settlement of claims under California Labor Code § 2698, *et seq.* **Class Counsel’s attorneys’ fees and costs, and Named Plaintiff’s Enhancement Payment, remain subject to Court approval.**

By statute, 75% of the PAGA Allocation, *i.e.*, the sum of \$37,500.00, will be paid as civil penalties to the California Labor Workforce Development Agency. The remaining 25%, *i.e.*, the sum of \$12,500.00, will be distributed to PAGA Employees.

“PAGA Employees” means (i) all current and former non-exempt employees of Defendant who worked at least one Shift at the Arbol Residences in Santa Rosa, California, at any time from March 4, 2021 through April 16, 2023 (“Arbol Aggrieved Employees”); (ii) all current and former non-exempt employees of Defendant who worked at least one Shift at the Forum in Cupertino, California, at any time from March 4, 2021 through March 3, 2023 (“Forum Aggrieved Employees”); and (iii) all current and former non-exempt employees of Defendant who worked at least one Shift at the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023 (“Moldaw Aggrieved Employees”).

No portion of the Gross Settlement Amount will be returned to Defendant under any circumstances.

7. How Much Will My Individual Class Payment Be?

Your estimated share of the Class settlement proceeds will be approximately \$«EstSettAmt». This amount is subject to change, based on the terms of the Court’s final approval order.

Your estimated share of the Net Settlement Amount is based on the number of workweeks you worked at the Facilities during the relevant time periods, as compared to the total number of workweeks worked by all Class Members at the Facilities during the relevant time periods. Based upon Defendant’s records, you were determined to have worked «WorkWeeks» workweeks during the relevant time periods.

If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of pay periods allocated to you, see below (Question 10).

8. How Much Will My Individual PAGA Penalty Payment Be?

If you are a PAGA Employee and are entitled to receive a portion of the PAGA Allocation. Your estimated share of the PAGA Allocation will be approximately \$«EstPAGAAmt». This amount is subject to change, based on the terms of the Court’s final approval order.

Your estimated share of the PAGA Allocation is based on the number of pay periods you worked at the Facilities during the relevant time periods, as compared to the total number of pay periods worked by all PAGA Employees at the Facilities during the relevant time periods. Based upon Defendant’s records, you were determined to have worked «PAGAPeriods» pay periods at the Facilities during the relevant time periods. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of pay periods allocated to you, see below (Question 10).

9. How Do I Get A Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within approximately ninety days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

10. What If I Believe The Information Is Inaccurate?

If you believe the number of pay periods attributed to you is inaccurate, you may dispute it by sending a letter to *Maravilla v. LCS Community Employment, LLC*, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606, no later than February 13, 2025. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

11. What Am I Giving Up To Get A Settlement Payment?

Unless you request to be excluded from the class settlement, you remain a part of the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims that are based on the facts alleged by Named Plaintiff in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or “releasing” Defendant from the claims described below:

Arbol Sub-Class Members shall waive, fully release and forever discharge the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of any kind arising from the allegation pleaded in the First Amended Complaint, including but not limited to, for violation of California Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1 that arose at any time from March 2, 2020 through April 16, 2023.

Forum Sub-Class Members shall waive, fully release and forever discharge the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of any kind arising from the allegation pleaded in the First Amended Complaint, including but not limited to, for violation of California Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1 that arose at any time from March 5, 2020 through March 3, 2023.

Moldaw Sub-Class Members shall waive, fully release and forever discharge the Released Parties from any and all all claims, rights, demands, liabilities, and causes of action of any kind arising from the allegation pleaded in the First Amended Complaint, including but not limited to, for violation of California Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1 that arose at any time from October 1, 2021 through January 4, 2023.

Additionally, if you a PAGA Employee and that means you will be giving up or “releasing” Defendant from the claims described below:

Arbol Aggrieved Employees shall waive, fully release and forever discharge the Released Parties from any and all claims for all civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1, including but not limited to costs and attorneys’ fees related thereto, that were alleged or which could have been alleged based on the facts and allegations made in the PAGA Notice and operative First Amended Complaint that arose at any time from March 4, 2021 through April 16, 2023.

Forum Aggrieved Employees shall waive, fully release and forever discharge the Released Parties from any and all claims for all civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1, including but not limited to costs and attorneys’ fees related thereto, that were alleged or which could have been alleged based on the facts and allegations made in the PAGA Notice and operative First Amended Complaint that arose at any time from March 4, 2021 through March 3, 2023.

Moldaw Aggrieved Employees shall waive, fully release and forever discharge the Released Parties from any and all claims for all civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1, including but not limited to costs and attorneys’ fees related thereto, that were alleged or which could have been alleged based on the facts and allegations made in the PAGA Notice and operative First Amended Complaint that arose at any time from October 1, 2021 through January 4, 2023.

12. How Do I Exclude Myself From The Class Settlement?

To exclude yourself from the class settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Thalia Maravilla vs. LCS Community Employment LLC*, settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than February 13, 2025, to the Settlement Administrator at *Maravilla v. LCS Community Employment, LLC.*, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606.

If you submit a timely and valid “opt-out” request, you will no longer be a member of the Class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the class claims made in this lawsuit, at your own expense.

If you worked during the PAGA Period, you may not opt-out, or request to be excluded, from the settlement of the PAGA claim. Thus, even if you submit a timely and valid “opt-out” request, you will still receive an Individual PAGA Penalty Payment and will be deemed to have released the PAGA claims. Your estimated Individual PAGA Penalty Payment is shown above.

13. If I Don’t Exclude Myself, Can I Sue Defendant Or Get Money From The Settlement?

If you do not exclude yourself from the class settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is February 13, 2025.

If you exclude yourself from the class settlement, you will not receive any money from the settlement of the class action claims in this matter.

14. How Do I Tell The Court That I Don't Believe That The Settlement Is Fair?

If you do not exclude yourself from the class settlement, you can object to the class settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the class settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing. All objections must be signed by you and must include: (1) your full name, signature, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than February 13, 2025, to the Settlement Administrator at *Maravilla v. LCS Community Employment, LLC*, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606.

You may also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense. *You may present objections at the final approval hearing, regardless of whether you submitted a written objection.*

There is no right to object to the settlement of the PAGA claim. Thus, even if you submit a timely objection to the class settlement, you will still receive an Individual PAGA Penalty Payment and will be deemed to have released the PAGA claims. Your estimated Individual PAGA Penalty Payment is shown above.

15. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court. **Do not submit both an Objection and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

16. Do I Have A Lawyer In This Case?

The Court decided that the law firms of Diversity Law Group, P.C., and Webber Law Group, P.C. represent the Named Plaintiff, are also qualified to represent you and all Class Members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiff and the Class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$301,434.66 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$20,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 18 below for details as to when this hearing will take place). Class Members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$10,000.00 will be paid from the Gross Settlement Amount for her work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

18. Notice Of Hearing On Final Approval And Objections To Class-Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Bradford Demeo on March 12 2025, at 3:00 p.m., in Department 17 of the Superior Court of California for the County of Sonoma, located at 3035 Cleveland Avenue, #200, Santa Rosa, CA 95403, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all Class Members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

19. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

You may also find additional information regarding the settlement posted on www.cptgroupcaseinfo.com/LCSCommunitySettlement, including the date and time of the Final Approval Hearing, the Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval Order and the Judgment.

20. What Is The Contact Information For The Court and Class Counsel?

The addresses for the Court and Class Counsel are as follows:

CLASS COUNSEL**DIVERSITY LAW GROUP, P.C.**

Larry W. Lee – lwlee@diversitylaw.com
Kristen M. Agnew – kagnew@diversitylaw.com
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

WEBBER & EGBERT EMPLOYMENT LAW, P.C.

Kelsey Webber - Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart - Shaelyn.Stewart@webberlawgroup.com
1610 R. Street, Suite 300
Sacramento, California 95811
Telephone: (916) 588-0683

COURT

Clerk of Court
Sonoma County Superior Court
3035 Cleveland Avenue, #200
Santa Rosa, CA 95403

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Maravilla v. LCS Community Employment, LLC
c/o CPT Group
50 Corporate Park
Irvine, CA 92606
Toll-Free Phone Number: 1-888-921-4491
Email: classmemberquestions@cptgroup.com

PLEASE DO NOT TELEPHONE DEFENSE COUNSEL, THE COURT, OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

EXHIBIT B

Date: February 12, 2025

INVOICE FOR MARAVILLA v LCS COMMUNITY EMPLOYMENT, LLC

Class Size: 893	Undeliverable Mail Rate: 8%
Opt-Out Filing Rate: 0%	Payment Option: Check
No. of Checks Issued: 893	Unclaimed Funds: Cy Pres
Language Translation Services: No	Postage Total: \$1,308.93
Settlement Website: Static Website	Grand Total: \$16,590.36
Notice Procedures: Mail	BALANCE DUE: \$11,500.00

CASE SETUP

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Static Website	\$500.00	1	\$500.00
Total:			\$2,215.00

DIRECT MAIL NOTIFICATION

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	89	\$75.65
Print & Mail Notice Packets	\$1.00	893	\$893.00
First-Class Postage (up to 1 oz.)	\$0.69	893	\$616.17
Total:			\$1,909.82

PROCESS RETURNED UNDELIVERABLE MAIL

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	2	\$120.00
Update Undeliverable Mail Database	\$0.50	67	\$33.50
Skip Trace for Best Address	\$1.00	62	\$62.00
Print & Remail Notice Packets	\$1.00	34	\$34.00
First-Class Postage (up to 1 oz.)	\$0.69	34	\$23.46
Total:			\$272.96

OPT-OUT PROCESSING

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	5	\$750.00
Project Manager: Validate Opt-Outs	\$95.00	0	\$0.00
Clerical Staff	\$60.00	0	\$0.00
Opt-Out Processing	\$2.50	0	\$0.00
Print & Mail Deficiency/Dispute Notices	\$1.50	0	\$0.00
First-Class Postage (up to 1 oz.)	\$0.69	0	\$0.00
Review & Process Deficiency Responses	\$10.00	0	\$0.00
Total:			\$750.00

CLASS MEMBER SUPPORT

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	179	\$537.00
Total:			\$837.00

SSN VERIFICATION

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	893	\$89.30
Total:			\$524.30

DISTRIBUTION SERVICES

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	893	\$2,232.50
First-Class Postage (up to 1 oz.)	\$0.69	893	\$616.17
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	45	\$22.33
Skip Trace for Best Address	\$1.00	45	\$44.65
Remail Undeliverable Checks	\$2.50	41	\$102.50
First-Class Postage (up to 1 oz.)	\$0.69	41	\$28.29
Re-Issue Checks as Required	\$5.00	36	\$180.00
First-Class Postage (up to 1 oz.)	\$0.69	36	\$24.84
Total:			\$7,041.28

TAX REPORTING & SETTLEMENT CONCLUSION

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Unclaimed Funds Revert to Cy Pres	Included	1	Included
Total:			\$3,040.00

*CPT will file Federal and California taxes in accordance with current state and federal regulations.

Total Administration Costs: \$16,590.36

Courtesy Discount: -\$5,090.36

CPT'S DISCOUNTED FLAT FEE: \$11,500.00