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Attorneys for Plaintiff
KARENA RODRIGUES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER**

KARENA RODRIGUES, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

SUMMERSET SENIOR LIVING, an unknown
business entity; LINCOLN SUMMERSET
ALMC LLC, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: S-CV-0048722 (Lead Case)
(Consolidated with Case No. S-CV-0048723)

~~Assigned for all purposes to the Honorable
Michael W. Jones, Dept. 3~~

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 22, 2024
Time: 8:30 a.m.
Dept.: 3

Complaint Filed: July 7, 2022
Trial Date: Not set

Filed - 02/23/2024

Electronically filed by Superior Court of California
County of Placer on 02/23/2024
Jake Chatters, Clerk of the Court
By A. Nichols Deputy Clerk

~~[PROPOSED]~~ ORDER

Plaintiff Karena Rodrigues' ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came regularly for hearing before this Court on February 22, 2024. The Court, having considered Plaintiff's Motion, memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Agreement"). The Court finds that the Agreement to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final fairness hearing. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. It appears to the Court on a preliminary basis that the Agreement is fair, adequate and reasonable. It appears to the Court that adequate investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Agreement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Agreement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

3. The Court preliminarily finds that the Agreement, including the allocations for the Class Counsel's Fees and Costs, Class Representative Enhancement Payment, Settlement Administration Costs, PAGA Penalties, and payments to the Class Members and PAGA Members provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Agreement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

1 4. The Court concludes that, for settlement purposes only, the proposed Class meets the
2 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
3 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
4 (b) common questions of law and fact predominate, and there is a well-defined community of interest
5 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
6 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
7 protect the interests of the members of the Class; (e) a class action is superior to other available
8 methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as
9 counsel for Plaintiff in her individual capacity and as the representatives of the Class.

10 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
11 follows:

12 All current and former hourly-paid, non-exempt employees of Defendant Lincoln
13 Summerset ALMC LLC who were employed by Defendant Lincoln Summerset ALMC
14 LLC in the State of California at any time during the period commencing on July 7,
 2018, and ending on October 28, 2023.

15 6. For purposes of settlement only, the Court designates Plaintiff Karena Rodrigues as the
16 Class Representative.

17 7. For purposes of settlement only, the Court designates S. Emi Minne and Jill J. Parker
18 of Parker & Minne, LLP and Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Selena Matavosian
19 of Lawyers for Justice, PC as Class Counsel.

20 8. The Court designates Apex Class Action LLC as the third-party Settlement
21 Administrator.

22 9. The Parties are ordered to implement the Agreement according to the terms of the
23 Agreement.

24 10. Within fourteen (14) calendar days of the date of this Order, Defendant shall provide
25 the Administrator with the Class List consisting of the following information for each Class Member:
26 full name, last known address, last known telephone number, social security number, start and end
27 dates of active employment as a non-exempt employee of Defendant Lincoln Summerset ALMC LLC
28 in the State of California, total Workweeks during the Class Period, and total Workweeks during the

1 PAGA Period.

2 11. The Court approves, as to form and content, the Notice of Proposed Class Action
3 Settlement ("Notice") attached as **Exhibit A** to this Order.

4 12. The Court finds that the form of notice to the Class regarding the pendency of the action
5 and of the Agreement, the dates selected for mailing and distribution, and the methods of giving notice
6 to members of the Class, satisfy the requirements of due process, constitute the best notice practicable
7 under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class.
8 The form and method of giving notice complies fully with the requirements of California Code of
9 Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769,
10 the California and United States Constitutions, and other applicable law.

11 13. The Court further approves the procedures for Class Members to opt-out of or object
12 to the Agreement, as set forth in the Notice and the Agreement. The procedures and requirements for
13 filing objections in connection with the final fairness hearing are intended to ensure the efficient
14 administration of justice and the orderly presentation of any Class Member's objection to the
15 Agreement, in accordance with the due process rights of all Class Members.

16 14. The Court directs the Administrator to mail the Notice to the members of the Class no
17 later than fourteen (14) calendar days after receiving the Class List from Defendant, in accordance
18 with the terms of the Agreement.

19 15. The Notice shall provide sixty (60) calendar days' notice for Class Members to submit
20 disputes, opt-out of, or object to the Agreement. Class Members whose Notices are re-mailed shall
21 have an additional fifteen (15) calendar days to submit disputes, opt-out of, or object to the Agreement.

22 16. The hearing on Plaintiff's Motion for Final Approval is scheduled in Department 3 of
23 this Court, located at 101 Maple Street, Auburn, California 95603, on
24 August 8, 2024 at 8:30 a.m. in Dept. 3
_____, at _____ a.m. / p.m.

25 17. At the Final Approval hearing, the Court will consider: (a) whether the Agreement
26 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
27 granting final approval of the Agreement should be entered; and (c) whether Plaintiff's application for
28

the proposed class representative enhancement payment, settlement administration costs, and Class Counsel's attorneys' fees and costs, should be granted.

18. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiff's application for enhancement payment, settlement administration costs, and Class Counsel's attorneys' fees and costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

19. The Court order the following implementation schedule:

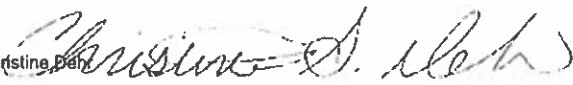
Event	Date
Defendant to provide Class List to the Administrator no later than:	March 7, 2024 [14 calendar days following preliminary approval]
Administrator to mail the Class Notice to the Class no later than:	March 21, 2024 [14 calendar days following provision of the Class List]
Deadline for Class Members to submit disputes, request exclusion from, or object to the Agreement:	May 20, 2024 [60 calendar days after mailing of the Class Notice]
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	_____, 2024 Pursuant to CCP
Hearing on Motion for Final Approval of Settlement	<u>AUGUST 8</u> , 2024 at <u>8:30 A.M.</u> a.m./p.m. , Dept. 34. IN DEPT. 3

20. Pending the Final Fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this Order, are stayed.

21. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Agreement which are not materially inconsistent with either this Order or the terms of the Agreement.

IT IS SO ORDERED.

DATED: 2-23-2024

By: 
Christine Dehr

~~JUDGE OF THE SUPERIOR COURT~~

4 Commissioner/Judge Pro Tem Christine S. Dehr

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Karena Rodrigues v. Summerset Senior Living, et al.

Placer County Superior Court, Case Nos. S-CV-0048722 and S-CV-0048723

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS ARE AFFECTED BY WHETHER YOU ACT OR DO NOT ACT.

BASIC INFORMATION

1. What is this settlement about?

Two lawsuits were commenced by a former employee of Lincoln Summerset ALMC LLC ("Defendant") on May 10, 2022 in the Placer County Superior Court, Case Nos. S-CV-0048722 and S-CV-0048723 ("Lawsuit"). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Lawsuit alleges that Defendant failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed during and upon termination of their employment, did not provide accurate wage statements, failed to maintain required payroll records, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 ("PAGA"). Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Karena Rodrigues, also known as "Plaintiff"), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from July 7, 2018 through October 28, 2023). All these people are referred to in this Notice as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Placer County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [Date of Preliminary Approval] the Court granted preliminary approval of the Settlement, appointed Plaintiff Karena Rodrigues as the Class Representative, and appointed her attorneys at Parker & Minne, LLP and Lawyers for Justice, PC as counsel for the Class ("Class Counsel"). The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt or hourly-paid employee in the state of California at any time between July 7, 2018 through October 28, 2023.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Five Hundred Thousand Dollars (\$500,000.00) ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Amount" is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys' Fees to Class Counsel** not to exceed 35% of the Class Settlement Amount or One Hundred Seventy-Five Thousand Dollars (\$175,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Class Representative Enhancement Payment** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated not to exceed Ten Thousand Five Hundred Dollars (\$10,500.00); and
- E. **PAGA Penalties** in the amount of Thirty-Five Thousand Dollars (\$35,000.00) for the settlement of claims arising under the Private Attorney's General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$26,250.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$8,750.00) will be distributed to hourly-paid, non-exempt employees of Defendants in the state of California at any time from May 3, 2021, to October 28, 2023 ("PAGA Members") for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee of Defendants from July 7, 2018, through October 28, 2023 ("Workweeks"). Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from May 3, 2021, to October 28, 2023. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

5. How Much Will I Receive From the Settlement?

According to Defendant's records, you worked:

- [] workweeks during the Class Period (July 7, 2018, to October 28, 2023); and
[] workweeks during the PAGA Period (May 3, 2021, to October 28, 2023).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$ _____, and your Individual PAGA Payment (if applicable) is estimated to be \$ _____.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class 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.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant's record of your employment, and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

If the Court grants final approval of the Settlement, Individual Class Payments and Individual PAGA Payments will be mailed to 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.**

The Settlement Administrator's contact information is listed below:

Apex Class Action
[Address]
[Telephone No].
[Fax No.]
[E-mail address]

6. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Class Claims" for the Class Period.

The "Released Parties" include Defendant Lincoln Summerset ALMC LLC and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, and any individual or entity that could be jointly or severally liable for any of the Released Class Claims or Released PAGA Claims .

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the operative Complaint in this action, including the following claims: (i) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 11971. (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. based on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802. The Released Class Claims pertains to the period of July 7, 2018, through October 28, 2023.

In addition, all PAGA Members will be deemed to have fully, finally and forever released, settled, compromised,

relinquished, and discharged all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. which Plaintiff and/or the PAGA Members had, or may claim to have, against Released Parties, based on the facts and legal theories contained the PAGA Notice, including claims for civil penalties based on unpaid overtime, failure to provide rest periods and associate premium wages, failure to provide rest periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 558, 1174, 1194, 1197, 1197.1, 2800 and 2802 and the Industrial Welfare Commission Orders ("Released PAGA Claims.") The Released PAGA Claims pertains to the period of May 3, 2021 through October 28, 2023. All PAGA Members will have been deemed to have released the Released PAGA Claims against the Released Parties irrespective of whether they submit a request for exclusion from the Class settlement.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Rodriguez v. Summerset Senior Living*. I understand that by excluding myself I will not receive money from the class portion of the settlement."

The written request for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail by **[Response Deadline]**. You cannot exclude yourself by phone.

Apex Class Action
[Address]
[Telephone No.]
[Fax No.]
[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Class Claims.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from the Settlement?

No (except if you worked between May 3, 2021, through October 28, 2023, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims). But if you submit a timely and valid request for exclusion, you

retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP and LAWYERS FOR JUSTICE, P.C. as counsel for the Class for Settlement purposes. The firms' contact information is:

PARKER & MINNE, LLP

S. Emi Minne

Jill J. Parker

700 South Flower Street, Suite 1000

Los Angeles, California 90017

Telephone: (310) 882-6833

Facsimile: (310) 889-0822

LAWYERS FOR JUSTICE, PC

Edwin Aiwarzian

Arby Aiwarzian

Joanna Ghosh

410 West Arden Avenue, Suite 203

Glendale, California 91023

Telephone: (818) 265-1020

Facsimile: (818) 265-1021

Class Counsel will ask the Court for attorneys' fees of up to \$175,000.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at _____ a.m./p.m. on [_____, 2024], in Department ___ of the Placer County Superior Court, located at _____. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted on the Court's website at <https://www.placer.courts.ca.gov/online-services/tentative-rulings/tentative-rulings-law-and-motion>. Tentative rulings are typically posted by the Court at noon on the day before the hearing.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www._____.com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. 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 viewing the settlement located on the Settlement Administrator's website at www._____.com, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also obtain copies of the Settlement Agreement through the Court's public online portal at <https://www.placer.courts.ca.gov/online-services/online-portal>. If you obtain copies through the Court's public online portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR THE JUDGE