

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

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

MIRIAM MORENO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BEACON DAY SCHOOL, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. 30-2022-01296662-CU-OE-CXC

*[Case assigned for all purposes to the Hon. Lon
F. Hurwitz; Dept. CX-103]*

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

Date: September 6, 2024
Time: 1:30 p.m.
Dept.: CX-103

Action Filed: December 14, 2022
Trial Date: None Set

[PROPOSED] ORDER

The Motion of Plaintiff Miriam Moreno (“Plaintiff”) for Preliminary Approval of Class and PAGA Action Settlement came regularly for hearing before this court on September 6, 2024, at 1:30 p.m. The Court, having considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; the proposed Stipulation of Settlement (“Settlement Agreement” or “Settlement”), attached as Exhibit 1 to the Declaration of Matthew K. Moen filed concurrently therewith (ROA #xxx); and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class and PAGA action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms’-length negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court’s conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant Beacon Day School, Inc. (“Defendant”) in California between December 14, 2018 and February 24, 2024 (“Class Period”).

4. For purposes of the Settlement, the Court designates named Plaintiff Miriam Moreno as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, and

Matthew K. Moen of Haines Law Group, APC as Class Counsel.

5. The Court designates Phoenix Settlement Administration as the third-party Settlement Administrator for mailing notices.

6. The Court approves, as to form and content, the Notice of Class and PAGA Action Settlement (“Class Notice”), the Notice of Individual Settlement Payment, and the Request for Exclusion Form (collectively, the “Notice Packet”) attached as Exhibit 2 to the Declaration of Matthew K. Moen (ROA #xxx) filed concurrently with Plaintiff’s Motion, and further attached as **Exhibit 1** to this Order.

7. The Court finds that the form of notice to the Settlement Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all Settlement Class members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

8. The Court further approves the procedures for Settlement Class members to opt-out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

9. The procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class member’s objection to the Settlement, in accordance with the due process rights of all Settlement Class members.

10. The Court directs the Settlement Administrator to mail the Notice Packet to the Settlement Class members in English only, in accordance with the terms of the Settlement.

11. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60 calendar days’ notice for Settlement Class members to submit disputes, opt-out of, or object to the Settlement. Settlement Class members to whom Notice Packets are re-mailed shall have an additional forty-five (45) calendar dates from the date of re-mailing or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute.

Any Request for Exclusion or Objection shall be submitted directly to the Settlement Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and Objections to counsel for all parties. The Settlement Administrator shall file a declaration concurrently with the filing of the Motion for Final Approval of Class Action and PAGA Action Settlement which authenticates a copy of every Request for Exclusion and Objection received by the Settlement Administrator. The Settlement Administrator shall give notice to any objecting Settlement Class member of any continuance of the hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement. The Court shall make the final determination regarding the validity and authenticity of any Requests for Exclusion.

12. The Final Approval Hearing on the question of whether the Settlement Agreement should be finally approved as fair, reasonable and adequate is scheduled on February 7, 2025, at 1:30 p.m. in Department CX103 of this Court, located at 751 W Santa Ana Blvd, Santa Ana, California 92701. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Settlement Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for an enhancement award, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

14. Plaintiff's Counsel shall file memoranda, declarations, or other statements and materials in support of the request for final approval of the Settlement and Plaintiff's application for an enhancement payment, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules

of Court. In advance of the Final Approval Hearing, the Settlement Administrator shall provide a copy of its invoice attached to its declaration regarding administration of the Settlement.

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on September 6, 2024):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	September 20, 2024
Settlement Administrator to mail the Notice Packet to the Settlement Class Members no later than:	October 7, 2024
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	December 6, 2024
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	January 24, 2025
Final Approval Hearing	February 7, 2025, at 1:30 p.m.

16. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

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

18. To the extent consistent with class action procedure, the Court shall retain continuing jurisdiction over this Action and the Settlement pursuant to California Code of Civil Procedure § 664.6 and California Rule of Court 3.769(h).

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1 19. The Settlement Administrator shall give notice of this preliminary approval order,
2 and will give notice of the final judgment, to the Settlement Class members by mailing of the
3 Notice Packet and by posting this preliminary approval order and the final judgment to the
4 Settlement Administrator's website, in accordance with the terms of the Settlement.

5 **IT IS SO ORDERED.**

6 Dated: _____

Honorable Lon F. Hurwitz
Judge of the Superior Court

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

MIRIAM MORENO, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

BEACON DAY SCHOOL, INC, a California
Corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2022-01296662-CU-OE-CXC

**NOTICE OF CLASS AND PAGA ACTION
SETTLEMENT**

To: All current and former non-exempt employees who worked for Defendant Beacon Day School, Inc. in California between December 14, 2018 and the date of preliminary approval or February 24, 2024, whichever occurs first (“Class Period”). Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Orange County Superior Court has granted preliminary approval of a proposed class and PAGA action settlement (“Settlement”) in the case of *Miriam Moreno v. Beacon Day School, Inc.*, Orange County Superior Court Case No. 30-2022-01296662-CU-OE-CXC (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from the Settlement. Defendant Beacon Day School, Inc.’s (“Defendant”) records show that you were employed by Defendant in California as a non-exempt employee during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. You may access this Notice and other relevant documents for this case, including the operative complaint, the Settlement Agreement, and the orders granting preliminary and final approval, at the Settlement Administrator’s website at <https://www.beacondayschool.com/settlement>.

What is this case about?

Plaintiff Miriam Moreno (“Plaintiff”) brought this Action against Defendant, asserting claims on behalf of all Settlement Class Members. Plaintiff is known as the “Class Representative,” and her attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

In the Action, Plaintiff alleges that Defendant failed to: (i) pay all minimum wages; (ii) pay all overtime wages; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) reimburse necessary business expenses; (vi) issue accurate itemized wage statements; (vii) timely pay all final wages due upon separation from employment; and (viii) comply with California’s Unfair Competition laws. As a result of the alleged violations, Plaintiff alleges that Defendant is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies that it has done anything wrong. Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, and that it has any liability to anyone under the claims asserted in the Action. Defendant denies that it owes Settlement Class Members any reimbursement, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, the parties concluded that it is in the best interests of Defendant and the Settlement Class Members to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information and documents to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class Members: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Matthew K. Moen (SBN 305956) mmoen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant: BROWNING HOCKER William K. Browning, Esq. (CSB #166742) 501 W Broadway STE 540 San Diego, California 92101 (619) 234-2194
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendant in California during the Class Period. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below in the "Release" section.

Defendant has agreed to pay \$250,000.00 ("Maximum Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class Members, requested attorneys' fees and verified cost reimbursement, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its share of PAGA civil penalties, and the Class Representative's Enhancement Payment. The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you, will issue settlement checks, and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$8,750.00 from the Maximum Settlement Amount to pay the settlement administration costs. If the Court awards a lesser amount for settlement administration costs than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of Settlement Class members who do not opt out.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount, which is estimated to be \$83,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through final Settlement. Class Counsel also will ask for reimbursement of up to \$12,000.00 for verified costs Class Counsel incurred to prosecute the Action. If the Court awards a lesser amount in Attorneys’ Fees and Costs than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of Settlement Class Members who do not opt out.

Enhancement Payment to Class Representative. Class Counsel will ask the Court to award the Class Representative an Enhancement Payment in the amount of \$5,000.00 to compensate her for her general release of claims against Defendant and her service and extra work provided on behalf of the Settlement Class Members. If the Court awards a lesser amount for the Class Representative Enhancement Payment than what is requested, the difference shall become part of the Net Settlement Amount for the benefit of Settlement Class Members who do not opt out.

PAGA Payment to State of California. The parties have agreed to allocate \$10,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$7,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$2,500.00) will be payable to the PAGA Aggrieved Employees as the “PAGA Amount,” as described below.

Calculation of Settlement Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The NSA will be divided as follows:

- (i) PAGA Amount: The \$2,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the “PAGA Amount.” Each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period compared to the aggregate number of workweeks worked by all PAGA Aggrieved Employees during the PAGA Period.
- (ii) Wage Statement Amount: Twenty percent (20%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendant at any time between December 14, 2021 and the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the aforementioned time period, and the denominator of which is the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period.

- (iii) Waiting Time Amount: Twenty-five percent (25%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time between December 14, 2019 and the end of the Class Period.
- (iv) The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion Form. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing shall be transferred to the California State Controller’s Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

The Individual Settlement Payments issued and paid to participating Settlement Class Members will be deemed not to be “pensionable” earnings and will not have any effect on the eligibility for, accrual of, or calculation of, any employee benefits (e.g. vacations, holiday pay, retirement plans, 401(k), Employee Stock Purchase Plan, etc.) of the participating Settlement Class Members. Any Individual Settlement Payments to participating Settlement Class Members under the terms of the Settlement Agreement do not represent any modification of participating Settlement Class Members’ previously credited hours of service or other eligibility criteria under any employee plan for stock purchase, pension benefit, or employee welfare benefit sponsored by Defendant.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be allocated as 10% wages (subject to applicable withholdings), and 90% interest and penalties (not subject to withholdings). Each PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Maximum Settlement Amount does not include the employer’s share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the “Released Parties”) from liability for all claims based on the factual allegations set forth in the operative First Amended Complaint in the Action or Plaintiff’s December 14, 2022 PAGA Notice Letter to the LWDA, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period, including: (i) failure to pay all minimum wages; (ii) failure to pay all overtime wages; (iii) failure to provide all lawful meal periods; (iv) failure to authorize and permit all lawful rest periods; (v) failure to reimburse necessary business expenses; (vi) failure to issue accurate itemized wage statements; (vii) failure to timely pay all final wages due upon separation from employment; and (viii) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the operative First Amended Complaint in the Action (collectively, the “Released Claims”). The period of the Released Claims shall extend to the limits of the Class Period.

PAGA Release. If the Court approves the Settlement, all PAGA Aggrieved Employees will be issued a check for their share of the PAGA Amount, regardless of whether they validly opt-out of the class-action portion

of the Settlement, and shall be deemed to have released and discharged Defendant from all PAGA claims that are based on the Labor Code violations pled in the operative First Amended Complaint in the Action or Plaintiff's December 14, 2022 PAGA Notice Letter to the LWDA, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Released Claims"). This release shall run from December 14, 2021 through the date of preliminary approval or February 24, 2024, whichever occurs sooner ("PAGA Period").

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement, which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Individual Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Payment. Your award is based on the proportionate number of workweeks you worked during the relevant time periods and whether your employment separated during the relevant time period. The information contained in Defendant's records regarding each of these factors, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Individual Settlement Payment. If you disagree with the information in your Notice of Individual Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator and the Parties will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have forty-five (45) calendar days from the date of re-mailing, or until the **<<RESPONSE DEADLINE>>** has expired, whichever is later, to submit a dispute.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator the attached "Request for Exclusion Form" postmarked no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, your signature, and a statement that you wish to be excluded from the class action portion of the settlement. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion Form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in the class action portion of the Settlement, and shall receive no benefits from the class action portion of the Settlement. However, all PAGA Aggrieved Employees, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute 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. The Court shall make the final determination regarding the validity and authenticity of any Requests for Exclusion.

Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have forty-five (45) calendar days from the date of re-mailing, or until the **<<RESPONSE DEADLINE>>** has expired, whichever is later, to submit a Request for Exclusion.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection by <<RESPONSE DEADLINE>> to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Your written objection should include your full name and current address, as well as contact information for any attorney representing you regarding your objection, the case name and number, all objections and the factual and legal basis for the same, and any and all supporting papers, briefs, declarations, and/or other evidence supporting your objection. All objections or other correspondence must state the name and number of the case, which is *Miriam Moreno v. Beacon Day School, Inc.*, Orange County Superior Court Case No. 30-2022-01296662-CU-OE-CXC. Objections in writing must be postmarked on or before <<RESPONSE DEADLINE>>. Notwithstanding the foregoing, you do not need to object in writing to be heard at the Final Approval Hearing.

You may also appear at the Final Approval Hearing scheduled for February 7, 2025 at 1:30 p.m. in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have forty-five (45) calendar days from the date of re-mailing, or until the <<RESPONSE DEADLINE>> has expired, whichever is later, to submit an Objection.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on February 7, 2025 at 1:30 p.m., in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Payments to the Class Representatives, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also visit the Orange County Superior Court website at www.occourts.org to inspect the Court's files by going to the "Case Access" tab under "Online Services," selecting "Civil Case & Document Access," and entering the case number information for this case, which is Case No. 30-2022-01296662-CU-OE-CXC. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>.

NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT

MIRIAM MORENO v. BEACON DAY SCHOOL, INC.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01296662-CU-OE-CXC

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Defendant's records:

- (a) You worked _____ workweeks during the Class Period;
- (b) You worked _____ workweeks between December 14, 2021 and the end of the Class Period (the Wage Statement/PAGA Period); and
- (c) Your employment with Defendant <<DID/DID NOT>> end between December 14, 2019 and the end of the Class Period (the Waiting Time Period).

Based on the above, your Individual Settlement Payment is estimated to be \$ _____.

(IV) If you disagree with items (a) - (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendant's records, those records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

Signature: _____

Date: _____

REQUEST FOR EXCLUSION FORM

MIRIAM MORENO v. BEACON DAY SCHOOL, INC.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01296662-CU-OE-CXC

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION PORTION OF THIS SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE], ADDRESSED AS FOLLOWS:**

PHOENIX SETTLEMENT ADMINISTRATORS
MIRIAM MORENO v. BEACON DAY SCHOOL, INC.
SETTLEMENT ADMINISTRATOR
<<ADMINISTRATOR CONTACT INFO>>

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT FOR THE CLASS ACTION PORTION OF THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the class action portion of the Settlement of the lawsuit entitled *MIRIAM MORENO v. BEACON DAY SCHOOL, INC.*, Orange County Superior Court Case No. 30-2022-01296662-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *MIRIAM MORENO v. BEACON DAY SCHOOL, INC.* LAWSUIT FILED IN THE ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2022-01296662-CU-OE-CXC. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THE SETTLEMENT OF THIS LAWSUIT.

Name Telephone Number

Address

Date Signature

Last Four Digits of Social Security Number: ____ _