

1 David Mara, Esq. (230498)  
Jill Vecchi, Esq. (299333)  
2 **MARA LAW FIRM, PC**  
3 2650 Camino Del Rio North, Suite 302  
San Diego, California 92108  
4 Telephone: (619) 234-2833  
Facsimile: (619) 234-4048  
5 Email: dmara@maralawfirm.com  
jvecchi@maralawfirm.com  
6

7 Peter Horton, Esq. (227678)  
**LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS**  
8 4100 West Alameda Avenue, Third Floor  
Burbank, California 91505  
9 Telephone: (323) 486-5101  
Facsimile: (323) 306-5571  
10 Email: phorton@lfecr.com

11 Attorneys for MARK FRANKLIN, on behalf of himself,  
12 all others similarly situated, and on behalf of the general public

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF KERN**

15 MARK FRANKLIN, on behalf of himself, all  
16 others similarly situated, and on behalf of the  
17 general public,

18 Plaintiffs,

19 v.

20 DESERT HAVEN ENTERPRISES, INC., and  
21 DOES 1-100, inclusive,

22 Defendants.  
23  
24  
25  
26  
27  
28

Case No.: BCV-23-101153  
(Consolidated with Case No. BCV-23-101829)

*[Assigned for All Purposes to the  
Honorable Gregory A. Pulskamp; Div. J]*

**DECLARATION OF MADELY NAVA OF  
APEX CLASS ACTION, LLC, IN SUPPORT  
OF MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: October 30, 2024  
Time: 8:30 a.m.  
Division: J  
Location: 1215 Truxton Avenue  
Bakersfield, California 93301

**Complaint Filed: April 13, 2023**  
**Trial Date: None Set**

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager  
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services  
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to  
5 serve as the Settlement Administrator for the above captioned *Franklin v Desert Haven Enterprises*,  
6 matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am  
7 personally acquainted with the information contained herein, and in the event of being summoned to  
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a  
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team  
11 comprises experienced professionals with extensive knowledge of class action settlement administration.  
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-  
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the  
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the  
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,  
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled  
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*  
19 *Authorized Notice* (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion;  
20 (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded  
21 by Defendants during the Class Period, as stated on their individualized Class Notice.; (d) calculating  
22 individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling  
23 tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns  
24 and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the  
25 terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or  
26 as ordered by the Court for Apex to perform.

1       4. On June 28, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content for  
2 the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received approval  
3 from the Parties' Counsel before being mailed.

4       5. On July 15, 2024, Counsel for the Defendants provided Apex with the class data file, comprising  
5 the names, social security numbers, last known mailing addresses, and the total number of relevant  
6 workweeks worked by each Settlement Class Member. The initial data file contained 625 individuals.  
7 Subsequently, an additional 65 class members were identified and added to the class list, increasing the  
8 total to 690 individuals. This updated class list was used for subsequent mailings. The data file was  
9 successfully uploaded to our database, where it underwent a thorough review to identify any duplicates  
10 or potential inconsistencies.

11       6. In preparation for the mailing process, all 690 names and addresses listed in the Class List  
12 underwent verification and updating against the National Change of Address (NCOA) database  
13 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the  
14 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice  
15 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If  
16 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.  
17 However, in cases where no updated address was found in the NCOA database, the original address  
18 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

19       7. On August 20, 2024, Apex mailed the Class Notice Packet to the original 625 class members  
20 using U.S. First Class Mail. After identifying the additional 65 class members, Apex conducted a second  
21 mailing on September 13, 2024, for these individuals, ensuring they received the same Class Notice  
22 Packet as the original recipients. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

23       8. As of the date of this declaration, our office has received 72 returned Notice Packets as  
24 undeliverable. Apex conducted a computerized skip trace on the 72 returned Notice Packets in order to  
25 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted  
26 in obtaining 58 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First  
27 Class Mail.

1 9. As of the date of this declaration, there have been 58 Notice Packets re-mailed as a result of  
2 Apex's skip-tracing efforts.

3 10. As of the date of this declaration, 14 Notice Packets have been considered undeliverable as no  
4 updated address was found despite conducting skip tracing.

5 11. As of the date of this declaration, Apex has received 2 requests for exclusion. The deadline for  
6 submitting a request for exclusion from the Settlement is October 4, 2024, for the initial 625 class  
7 members and October 28, 2024, for the additional 65 class members.

8 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The  
9 deadline for submitting a written objection to the Settlement is October 4, 2024, for the initial 625 class  
10 members and October 28, 2024, for the additional 65 class members.

11 13. During the notice process, it is my understanding that 3 individuals contacted Class Counsel and  
12 asserted that they should be included in the Class. It is my understanding that Class Counsel met and  
13 conferred with Defendant's Counsel over these individuals and the Parties agreed that they should be  
14 Class Members. As such, these individuals have been added to the Class making the total number of  
15 Class Members 693.

16 14. As of the date of this declaration, Apex will report 691 Participating Class Members, constituting  
17 99.71% of the total 693 Settlement Class Members.

18 15. The total number of workweeks worked by Participating Class Members during the Class Period  
19 is 100,299. The Net Settlement Amount available to Participating Class Members is estimated to be  
20 \$1,015,153.82 and was calculated by subtracting the requested attorneys' fees (\$612,500.00), the amount  
21 requested for litigation costs and expenses (\$22,346.18), the requested Class Representative  
22 Enhancement Payment (\$15,000.00), the requested Settlement Administration Costs (\$10,000.00), and  
23 the PAGA Payment (\$75,000.00) from the Gross Settlement Amount (\$1,750,000.00).

24 16. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated  
25 to be approximately \$2,712.50 and the *average* Individual Settlement Amount is currently estimated to  
26 be approximately \$1,472.69. These amounts are subject to employee-side tax and withholdings.

27 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$18,750.00) will be allocated to  
28 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees

1 cannot opt out of the PAGA settlement. There are 582 Aggrieved Employees who worked a total of  
2 48,634 pay periods during the PAGA Period.

3 18. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$43.29 and the  
4 *average* individual PAGA share is approximately \$31.62.

5 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred  
6 and anticipated expenses, amount to \$10,000.00. Apex will proceed with additional tasks related to this  
7 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,  
8 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed  
9 upon by the Parties or ordered by the Court for Apex to undertake.

10 I declare under penalty of perjury under the laws of the State of California and the United  
11 States that the foregoing is true and correct, and that this Declaration was executed this 8<sup>th</sup> day of  
12 October 2024, in Irvine, California.

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MADELY NAVA

# **Exhibit A**

## KERN COUNTY SUPERIOR COURT

**If you worked for Desert Haven Enterprises (“Desert Haven” or “Defendant”) in California as a non-exempt, hourly employee at any time between April 13, 2019, through June 1, 2024, a class action settlement will affect your rights.**

**These employees include, but are not limited to, those that worked in the job positions Desert Haven refers to as Trainers and Consumers. You may be entitled to a payment under this settlement.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- A former employee, Mark Franklin, filed a proposed class action lawsuit against Desert Haven. The lawsuit alleges that Desert Haven failed to provide hourly, non-exempt employees with lawful meal and rest periods, failed to pay employees all wages owed, failed to provide lawful wage statements, failed to adopt a compliant sick pay policy, failed to reimburse for all business expenses, and failed to pay all wages due at termination of employment. The lawsuit also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Desert Haven denies all alleged violations and denies liability. The Court has not made a ruling on the merits of the case. The Parties have agreed to settle the claims set forth in 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 SETTLEMENT: |                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                                 | Get a settlement payment and give up any rights to sue for the Released Claims (defined below). <b><u>If you are still employed by Desert Haven and choose to receive a settlement payment, this will not affect your employment.</u></b>                                                                                       |
| <b>EXCLUDE YOURSELF</b>                           | Get no payment as a Class Member. This is the only option that allows you to ever be part of any other lawsuit against Desert Haven involving the legal claims and statutory period alleged in this case. Please note that you are unable to exclude yourself from the PAGA portion of the settlement if you are a PAGA Member. |
| <b>OBJECT</b>                                     | If you do not agree with the settlement, write to the Court about why you don’t agree with the settlement.                                                                                                                                                                                                                      |

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court still has to decide whether to approve of the settlement. Payments will be made if the Court approves the settlement. Please be patient.

| WHAT INFORMATION IS IN THIS NOTICE?                            |        |
|----------------------------------------------------------------|--------|
| 1. Why did I get this notice?                                  | Page 1 |
| 2. What is this lawsuit about?                                 | Page 2 |
| 3. How does a class action settlement work?                    | Page 2 |
| 4. Who are the attorneys representing the parties?             | Page 2 |
| 5. How do I participate in the settlement?                     | Page 2 |
| 6. How do I request to be excluded from the settlement?        | Page 3 |
| 7. How do I object to the settlement?                          | Page 3 |
| 8. How does this settlement affect employees’ rights?          | Page 4 |
| 9. How much is the settlement?                                 | Page 4 |
| 10. How much can I expect to receive from the settlement?      | Page 4 |
| 11. Will taxes be taken out of my settlement share?            | Page 5 |
| 12. When can I expect to receive money from the settlement?    | Page 5 |
| 13. How will the attorneys be paid?                            | Page 5 |
| 14. How will the class representative be paid?                 | Page 5 |
| 15. What do I do if I need more information or have questions? | Page 5 |

### **1. Why Have I Received this Notice?**

Desert Haven’s records indicate that you were employed as a non-exempt, hourly employee in California by Desert Haven at sometime between April 13, 2019, through June 1, 2024. This period of time is referred to as the “Class Period.” If you worked for Desert Haven in California during the “Class Period,” you may be entitled to money under this Settlement. This Notice provides you with basic information about the case and advises you of your options with regard to the Settlement.

## 2. What is this Case About?

This action was filed by Plaintiff on April 13, 2023, in the Superior Court of Kern County. The complaint alleges the following causes of action against Desert Haven: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to adopt a compliant sick pay policy; (6) knowing and intentional failure to comply with itemized employee wage statement provisions; (7) failure to pay all wages due at the time of termination of employment; (8) failure to reimburse/illegal deductions; and (9) violation of Unfair Competition Law. In addition, on June 12, 2023, Plaintiff filed a complaint in the Superior Court of Kern County asserting causes of action under the Private Attorneys General Act of 2004 (“PAGA”) against Desert Haven. On October 3, 2023, the Court consolidated these actions.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Desert Haven; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial. Desert Haven expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

## 3. How Does this Class Action Settlement Work?

Plaintiff and his attorneys believe the settlement is fair, adequate, and reasonable. The Kern County Superior Court has preliminarily reviewed the terms of the settlement and determined the settlement is fair, adequate, and reasonable. On June 28, 2024, the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on October 30, 2024, 2024 at 8:30 a.m., in Division J before Judge Gregory A. Pulskamp, located at 1215 Truxtun Avenue, Bakersfield, California 93301. The date of the Final Fairness Hearing may change without further notice to the Class. You are advised to check the Court’s website (instructions on accessing this site are provided in Section 15 of this Notice) to confirm that the date has not been changed.

## 4. Who Are the Attorneys Representing the Parties?

| Attorneys for Plaintiff and the Class<br>("Class Counsel")                                                                                                                                                                                                                                                                                                                                                                    | Attorneys for Desert Haven                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>MARA LAW FIRM, PC</b><br/>David Mara<br/>dmara@maralawfirm.com<br/>Jill Vecchi<br/>jvecchi@maralawfirm.com<br/>2650 Camino Del Rio North, Suite 302<br/>San Diego, CA 92108<br/>Telephone: (619) 234-2833</p> <p><b>LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS</b><br/>Peter Horton, Esq.<br/>phorton@lfecr.com<br/>4100 West Alameda Avenue, Third Floor<br/>Burbank, California 91505<br/>Telephone: (323) 486-5101</p> | <p><b>GREENSPOON MARDER, LLP</b><br/>Brian E. Koegle, Esq.<br/>Ransom D. Boynton, Esq.<br/>1875 Century Park East, Suite 1900<br/>Los Angeles, California 90067<br/>Telephone: (323) 880-4520</p> |

The Court has appointed Mara Law Firm, PC, and Lawyers for Employee and Consumer Rights to represent you and all other Class Members simultaneously in this Settlement. You are not required to hire your own attorney because Mara Law Firm, PC, and Lawyers for Employee and Consumer Rights are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

## 5. How do I Participate in the Settlement?

If you do nothing, you will automatically be included as a participant in this Settlement and will not have to take any further action to receive your settlement payment. By participating in the Settlement, you will be bound by the Release described in Section 8 below. It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment.

**Important Note:** *Desert Haven will not retaliate against you in any way for either participating or not participating in this Settlement.*

If you do nothing, you will receive money and will be bound by the release of claims stated in this notice.

**6. How Do I Request to be Excluded from the Settlement?**

If you request to be excluded from the settlement, you will not receive any part of the class portion of the settlement. This is the only option that allows you to ever be a part of any other lawsuit against Desert Haven about the legal claims and statutory period alleged in this case. By timely opting out, you will not receive any part of the class portion of the Settlement, nor will you be bound by the release except as it relates to the PAGA portion of the Settlement and release related thereto.

| HOW TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT:           |                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How can I request to be excluded from the settlement?</b> | You can request to be excluded from the class portion of the settlement by mailing the Settlement Administrator a written request for exclusion. The Settlement Administrator's address is: Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619                                                                                                                                                                |
| <b>Is there a deadline to request to be excluded?</b>        | If you send a written request to the Settlement Administrator, you must postmark your request by October 4, 2024.                                                                                                                                                                                                                                                                                                  |
| <b>What information do I need to provide?</b>                | Your request for exclusion must include: (1) your full name, current address, telephone number, and the last four digits of your Social Security number; (2) the case name and number ( <i>Mark Franklin v. Desert Haven Enterprises</i> , Case No. BCV-23-101153); (3) a clear statement that you wish to be excluded from the Settlement; and (4) your signature or the signature of your lawful representative. |

The proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves this settlement, then even if you request exclusion from the settlement, you still will receive an individual settlement share for the PAGA claims if you were employed at any time between April 7, 2022, through June 1, 2024, and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining substantive, individual and/or class claims.

**7. How Do I Object to the Settlement?**

You can ask the Court to deny approval by filing an objection or appearing at the Final Approval Hearing to assert the objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. Importantly, you cannot object to the settlement if you have requested to be excluded from the settlement.

| HOW TO OBJECT TO THE SETTLEMENT:                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How can I object to the settlement?</b>            | As long as you have not requested to be excluded from the Settlement, you can object to the settlement by mailing the Settlement Administrator a written objection or appearing at the Final Approval Hearing to assert your objection. The Settlement Administrator's address is: Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619                                                                                                                                                                                                |
| <b>Is there a deadline to request to be excluded?</b> | If you send a written objection to the Settlement Administrator, you must postmark your request by October 4, 2024.                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>What information do I need to provide?</b>         | Your written objection must include: (1) your full name, address, and telephone number; (2) the words "Notice of Objection" or "Formal Objection;"; (3) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (4) list identifying witness(es) you may call to testify at the Final Approval hearing; and (5) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. Your objection must be signed and dated by you or your legal representative. |

Class Members who fail to file timely written objections in the manner specified above or fail to appear at the Final Approval Hearing to assert an objection shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether an appeal or otherwise) to the settlement, unless otherwise ordered by the Court.

If the Court rejects the objection, the objector will receive a settlement payment and will be bound by the terms of the settlement and will release claims as defined in Section 8 of this notice and in the settlement agreement.

## **8. How Does This Settlement Affect Employees' Rights?**

If the proposed settlement is approved by the Court, a final judgment will be entered by the Court. All Class Members who do not opt out of the settlement will be bound by the Court's final judgment and will release Desert Haven, and the other Released Parties<sup>1</sup> from the released claims. The claims released under the settlement are: All claims during the period of April 13, 2019, through June 1, 2024, that were pled or could have been pled based on a reasonable interpretation of the facts included in the operative complaint.

In addition, PAGA Aggrieved Employees will release all claims during the period of April 7, 2022, through June 1, 2024, for civil penalties that were pled or could have been pled based on a reasonable interpretation of the facts included in the operative complaint. Further, the State of California will release all claims raised in the PAGA demand letter submitted to the Labor and Workforce Development Agency on or about April 7, 2023.

If you would like to see the settlement documents or complaints, you can check <https://www.apexclassaction.com/desethaven>, the Court's website, or contact Class Counsel. Directions for accessing the Court's website are outlined in Section 15 of this notice. Class Counsel's information is outlined in Section 4 of this notice.

## **9. How Much is the Settlement?**

The amount that Desert Haven is required to pay under this settlement is \$1,750,000. This amount is referred to as the "Gross Settlement Amount." The Gross Settlement Amount includes the following amounts: (1) approximately \$987,500 for disbursement to Class Members who do not request to be excluded from the settlement; (2) \$15,000 to Plaintiff Mark Franklin for his efforts in bringing this action; (3) costs to administer the settlement – meaning costs associated with mailing this notice to employees and costs associated with sending out settlement checks – to the Settlement Administrator, APEX Class Action LLC, in the amount of approximately \$10,000; (3) payment of \$75,000 to the Plaintiff's claims under the Private Attorneys' General Act of 2004; and (4) payment to Class Counsel in the amount of \$612,500 (35% of the Gross Settlement Amount) in attorneys' fees for investigating the facts of the case, litigating the case, and negotiating the settlement, and an amount not to exceed \$50,000 for actual costs spent litigating this case. All of these payments are subject to Court approval.

The Court will not approve any of these requests until the Final Fairness Hearing. If any of the amounts awarded are less than the amounts requested, the difference shall become part of the amount available for distribution to employees who do not request to be excluded from the settlement.

## **10. How Much Can I Expect to Receive from the Settlement?**

Participating Class Members – meaning Class Members who do not request to be excluded from the settlement – will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Desert Haven during the period from April 13, 2019, through June 1, 2024. The maximum amount that each Participating Class Member is entitled to receive is determined by multiplying Net Settlement Amount by a ratio that is determined by dividing a Participating Class Member's total workweeks worked during the Class Period in California by the total number of workweeks worked during the Class Period by all Participating Class Members employed by Defendant as expressed in the following formula: Net Settlement Amount multiplied by Participating Class Member workweeks divided by all workweeks worked by all Participating Class Members.

Although your exact settlement share cannot be precisely calculated until employees have had the opportunity to request to be excluded from the settlement, based upon the calculation formula above, your approximate share of the settlement is: \$«Est\_Class\_PMT» (based on Desert Haven's data which shows you worked «Class\_Weeks» of workweeks between April 13, 2019, through June 1, 2024). Please note that under the law, the case can only go back four years from the date it was filed. This means the case can go back to April 13, 2019. If you began your employment prior to April 13, 2019, this lawsuit can only compensate you for the weeks you worked for Desert Haven on or after April 13, 2019.

You may also be entitled to a payment for your release of PAGA claims if you worked for Desert Haven on or after April 7, 2022, through June 1, 2024. If you worked for Desert Haven during this time period, you are a PAGA Aggrieved Employee. Your payment as a PAGA Aggrieved Employee is \$«Est\_PAGA\_PMT» (based on Desert Haven's data which shows you worked «PAGA\_Weeks» of pay periods between April 7, 2022, through June 1, 2024).

If you believe the number of workweeks attributed to you is incorrect, you must call the Settlement Administrator at (800) 355-0700 no later than October 4, 2024, or mail documentation to the Settlement Administrator at Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619 that is postmarked no later than October 4, 2024. You should produce any available

<sup>1</sup> "Released Parties" means Desert Haven, its subsidiaries, DBA's, and affiliated and/or funding entities, and each of its past or present officers, directors, board members, employees and agents which could be jointly liable with Defendant for the claims alleged.

supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for Desert Haven during the Class or PAGA Period.

**11. Will Taxes be Taken Out of My Settlement Share?**

Yes, 10% of each settlement payment is intended to settle employees' claims for unpaid wages. This portion of your settlement share will be reduced by applicable payroll tax withholdings and deductions. Desert Haven will pay the employer's share of legally required payroll taxes separately and outside of the settlement. The Settlement Administrator will issue you an IRS Form W-2 with respect to this portion of your settlement share.

Ninety percent (90%) of each settlement payment is intended to settle each employees' claims for interest and penalties. This portion will not be reduced by payroll tax withholding and deductions. In addition, one hundred percent of each PAGA Aggrieved Employees Employee's PAGA Settlement Share will be apportioned as 100% penalties. The Settlement Administrator will issue you an IRS Form 1099 with respect to these payments.

**12. When Can I Expect to Receive Money from the Settlement?**

If you do not request to be excluded from the settlement, you should receive your settlement check approximately a month and a half after the Court gives final approval of the settlement and it becomes effective. The settlement becomes effective on the date on the date the Court grants final approval if there are no objectors or plaintiffs in intervention. As such, if there are objectors and no appeals from the settlement, you should receive your settlement check approximately a month and a half after the date of the Final Fairness Hearing, listed in Section 3 of this notice.

**Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at (800) 355 - 0700.** If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, they will be deemed void and of no further force and effect. This means that you will not be able to cash or redeem your settlement check 180 days after its issuance. The funds from settlement checks that are voided will be distributed to Legal Aid at Work. After your check is voided, you may be able to receive your settlement funds by calling Legal Aid at Work at (415) 864-8848.

**13. How Will the Attorneys for the Class Be Paid?**

The Court-appointed attorneys for Plaintiff and the employees will be paid from the Gross Settlement Amount, subject to Court approval, in an amount not to exceed 35% of the Gross Settlement Amount (estimated to be \$612,500) in attorneys' fees and an amount not to exceed \$50,000 in actual litigation costs. Desert Haven has paid and will continue to pay all of its own attorneys' fees and costs.

**14. How Will the Class Representative Be Paid?**

Plaintiff Mark Franklin will also be paid, subject to Court approval, an amount not to exceed \$15,000 in consideration for bringing this case, for the time and effort he put into litigating this case and for conferring a benefit upon other employees and the State of California.

**15. What do I do if I Need More Information or Have Questions?**

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you can receive a copy of the settlement agreement by contacting Class Counsel at the information listed in Section 4, above, or by accessing the Court docket in this case through the Court's website at <https://odyprodportal.kern.courts.ca.gov/portalprod>. Click the "Register" button, and create an account. Once you have created an account, log in, and click the "Smart Search" button and enter the case number, BCV-23-101153. You can also visit the office of the Court at County of Kern, 1415 Truxtun Avenue, Bakersfield, CA 93301 between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the Desert Haven Class Action Settlement when calling the Settlement Administrator or Class Counsel.

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