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8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA**

10 NELSON RAMIREZ, individually, and
11 on behalf of other members of the
12 general public similarly situated and on
13 behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;

14 Plaintiff,

15 vs.

16 HV GLOBAL MANAGEMENT
17 CORPORATION, an unknown business
18 entity; and DOES 1 through 100,
inclusive,

19 Defendants.

Case 5:21-cv-09955-BLF

Honorable Beth Labson Freeman
Courtroom 3

CLASS ACTION

**~~REVISED PROPOSED~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: September 26, 2024
Time: 9:00 a.m.
Courtroom: 3

1 This matter has come before the above-entitled Court on Plaintiff Nelson
2 Ramirez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and
3 PAGA Settlement (“Motion”). Having considered the Motion, Memorandum of
4 Points and Authorities in Support Thereof, and declarations submitted in support
5 of the Motion, including the Joint Stipulation of Class Action and PAGA Settlement
6 and Release (together, “Settlement,” “Agreement,” or “Settlement Agreement”)
7 entered into by and between Plaintiff and Defendant HV Global Management
8 Corporation (“Defendant”), and the Notice of Proposed Class and Representative
9 PAGA Action Settlement (“Class Notice”), and **GOOD CAUSE** appearing, **IT IS**
10 **ORDERED** that the Motion is **GRANTED**, subject to the following findings and
11 orders:

12 1. This Order incorporates by reference the definitions in the Settlement
13 Agreement, and all terms defined therein shall have the same meaning in this
14 Order as set forth in the Settlement Agreement.

15 2. Unless otherwise specified, all citations and references to the Private
16 Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* are
17 to the version of statute prior to the recent amendment effective July 1, 2024; the
18 amended statute does not apply to the above-captioned action and the Settlement
19 pursuant to California Labor Code section 2699, subd. (v)(1), as amended, because
20 the above-captioned action was filed prior to June 19, 2024.

21 3. The Court grants preliminary approval of the Joint Stipulation of Class
22 Action and PAGA Settlement and Release attached as “**EXHIBIT 1**” to the
23 Declaration of Selena Matavosian in Support of Plaintiff’s Motion for Preliminary
24 Approval of Class Action and PAGA Settlement, that was filed on May 9, 2024
25 (Doc. No. 161-1). This is based on the Court’s determination that the Settlement
26 falls within the range of possible approval as fair, adequate, and reasonable.

27 4. It appears to the Court on a preliminary basis that the Settlement is
28 fair, adequate, and reasonable. It appears to the Court that extensive and costly

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

8 5. The Court preliminarily finds that the Settlement, which provides for
9 a Gross Settlement Amount of Nine Hundred Thousand Dollars and Zero Cents
10 (\$900,000.00), appears to be within the range of reasonableness of a settlement
11 that could ultimately be given final approval by this Court. The Gross Settlement
12 Amount includes all Individual Settlement Payments, Individual PAGA Payments,
13 Settlement Administration Costs, Attorneys' Fees and Costs, Enhancement
14 Payment, and the LWDA Payment. The Court has reviewed the monetary
15 recovery that is being granted as part of the Settlement and preliminarily finds that
16 the contemplated monetary settlement payments to Class Members and PAGA
17 Group Members are fair, adequate, and reasonable when balanced against the
18 probable outcome of further litigation relating to certification, manageability,
19 liability, and damages issues.

20 6. For settlement purposes only, the Court hereby conditionally certifies
21 the following Class:

22 All current and former non-exempt employees employed by Defendant
23 in California at any time during the period from November 3, 2018
24 through January 12, 2024 ("Class" or "Class Members").

25 7. The Court concludes that, for settlement purposes only, the proposed
26 Class meets the requirements for certification under Rule 23 of the Federal Rules
27 of Civil Procedure in that: (a) the Class is ascertainable and so numerous that
28

1 joinder of all members of the Class is impracticable; (b) common questions of law
2 and fact predominate, and there is a well-defined community of interest amongst
3 the members of the Class with respect to the subject matter of the litigation; (c)
4 Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
5 will fairly and adequately protect the interests of the members of the Class; (e) a
6 class action is superior to other available methods for the efficient adjudication of
7 the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in
8 their individual capacity and as the representatives of the Class.

9 8. The Court finds that Plaintiff Nelson Ramirez is a suitable
10 representative for the Class and hereby preliminarily appoints him as the
11 representative for the Class conditionally certified by this Order.

12 9. The Court hereby appoints Edwin Aiwarzian, Joanna Ghosh, and
13 Selena Matavosian of Lawyers *for* Justice, PC ("Class Counsel") as counsel for
14 the Class, pursuant to Federal Rule of Civil Procedure 23(g). The Court finds that
15 Class Counsel has demonstrable experience litigating, certifying, and settling class
16 actions, and will serve as adequate counsel for the Class conditionally certified by
17 this Order. Class Counsel is authorized to act on behalf of Class Members with
18 respect to all acts or consents required by, or which may be given pursuant to, the
19 Settlement, and such other acts reasonably necessary to consummate the
20 Settlement. Any Class Member may enter an appearance through counsel of such
21 individual's own choosing and at such individual's own expense. Any Class
22 Member who does not enter an appearance or appear on his or her own will be
23 represented by Class Counsel.

24 10. The Court hereby appoints ILYM Group, Inc. as the Settlement
25 Administrator to administer the Settlement pursuant to the terms of the Settlement
26 Agreement.

27 11. Pursuant to California Labor Code section 2699(l), the Court has
28 reviewed and hereby approves the sum of Seventy-Five Thousand Dollars and

1 Zero Cents (\$75,000.00) of the Gross Settlement Amount to be allocated to civil
2 penalties for resolution of the claim pursuant to the Private Attorneys General Act
3 (“PAGA Allocation”). The Court approves payment of seventy-five percent (75%)
4 of the PAGA Allocation, or Fifty-Six Thousand Two Hundred Fifty Dollars and
5 Zero Cents (\$56,250.00), to the Labor and Workforce Development Agency
6 (“LWDA Payment”) and payment of twenty-five percent (25%) of the PAGA
7 Allocation, or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents
8 (\$18,750.00) to all current and former non-exempt employees employed by
9 Defendant in California at any time during the period from February 17, 2023
10 through February 15, 2024 (“PAGA Group Members”).

11 12. The Court hereby approves, as to form and content, the revised Notice
12 of Proposed Class and Representative PAGA Action Settlement (“Class Notice”)
13 attached hereto as “**EXHIBIT 1**”, respectively, for distribution to the Class
14 Members. The Class Notice shall be provided to Class Members in the manner set
15 forth in the Settlement Agreement.

16 13. The Court finds that the proposed plan for distribution of the Class
17 Notice, substantially in the manner and form as set forth in the Settlement
18 Agreement and this Order, meets the requirements of Federal Rule of Civil
19 Procedure 23(e) and due process, is the best notice practicable under the
20 circumstances, and shall constitute due and sufficient notice to all persons entitled
21 thereto. The Court further finds that the Class Notice appears to fully and
22 accurately inform the Class Members of all material elements of the Settlement,
23 of Class Members’ right to be excluded from the Class Settlement by submitting
24 a Request for Exclusion, of Class Members’ right to dispute the number of
25 Qualifying Workweeks and/or Qualifying PAGA Pay Periods credited to each of
26 them by submitting a dispute, and of each Settlement Class Member’s right and
27 opportunity to object to the Class Settlement by submitting a written Notice of
28 Objection to the Settlement Administrator or appearing and orally presenting at

1 the Final Approval Hearing with or without submitting a written Notice of
2 Objection to the Class Settlement.

3 14. Within twenty-one (21) calendar days from the date of this Order,
4 Defendant shall provide the Settlement Administrator with the Class Data and List,
5 as outlined in the Settlement Agreement. Within ten (10) business days after
6 receiving the Class Data and List from Defendant, the Settlement Administrator
7 shall mail copies of the Class Notice to each Class Member in English and Spanish
8 via First-Class U.S. Mail to his or her most current, known address with a return
9 postage-paid envelope.

10 15. Within ten (10) business days after receipt of the Class Data, the
11 Settlement Administrator shall perform a search based on the National Change of
12 Address Database and update the Class Data with any known or identifiable
13 address changes.

14 16. The Court preliminarily approves the proposed procedure for
15 requesting exclusion from the Class Settlement. A Class Member who wishes to
16 request exclusion from or opt out of the Class Settlement must do so by submitting
17 a written letter ("Request for Exclusion") to the Settlement Administrator, by mail
18 or fax, postmarked on or before the date that is forty-five (45) calendar days from
19 the initial mailing of the Class Notice by the Settlement Administrator ("Response
20 Deadline"). The Request for Exclusion must: (a) contain the case name and
21 number of the Action, (b) be signed by the Class Member, (c) contain the full
22 name, address, telephone number, and the last four digits of the Social Security
23 Number of the Class Member requesting exclusion, (d) clearly state that the Class
24 Member does not wish to be included in the Class Settlement, and (e) be returned
25 by fax or mail to the Settlement Administrator at the specified address and/or
26 facsimile number, postmarked or faxed on or before the Response Deadline. If the
27 Court grants final approval of the Settlement, any such Class Member who chooses
28 to be excluded from the Class Settlement will not be entitled to receive an

1 Individual Settlement Payment and will not be bound by the Class Settlement or
2 have any right to object, appeal, or comment thereon. PAGA Group Members will
3 still be issued their Individual PAGA Payment and be bound to the PAGA
4 Settlement, regardless of whether they submit a Request for Exclusion.

5 17. The Court preliminarily approves the proposed procedure for
6 objecting to the Class Settlement. Settlement Class Members who wish to object
7 the Class Settlement may object by submitting a written objection (“Notice of
8 Objection”) to the Settlement Administrator on or before the Response Deadline.
9 A Notice of Objection must include: (a) the case name and number of the Action;
10 (b) the objector’s full name, signature, address, and telephone number, (c) a
11 written statement of all grounds for the objection accompanied by any legal
12 support for such objection, and (d) copies of any papers, briefs, or other documents
13 upon which the objection is based.

14 18. A Final Approval Hearing is set before the Honorable Beth Labson
15 Freeman in Courtroom 3 of the United States District Court for the Northern
16 District of California located at the San Jose Courthouse, 280 South 1st Street, 5th
17 Floor, San Jose, California 95113, on April 17, 2025, at
18 9:00 a.m., to determine all necessary matters concerning the
19 Settlement, including: whether the Settlement of the Action on the terms and
20 conditions provided for in the Settlement is fair, adequate, and reasonable, and
21 should be finally approved by the Court; whether a judgment, as provided in the
22 Settlement, should be entered herein; whether the plan of allocation contained in
23 the Settlement should be approved as fair, adequate, and reasonable to the Class
24 Members; and to finally approve the requests and allocations for the Enhancement
25 Payment, Attorneys’ Fees and Costs, and Settlement Administration Costs.

26 19. Class counsel shall file a motion for final approval of the Settlement,
27 along with the appropriate declarations and supporting evidence, including the
28 Settlement Administrator’s declaration, by March 18, 2025, to be

1 heard at the Final Approval Hearing.

2 20. Class counsel shall file a motion for final approval of the requests for
3 the Enhancement Payment and Attorneys' Fees and Costs, and approval of the
4 Settlement Administration Costs, along with the appropriate declarations and
5 supporting evidence, by March 18, 2025, to be heard at the
6 Final Approval Hearing.

7 21. As of the date this Order is signed, all dates and deadlines associated
8 with the Action shall be stayed, other than those contemplated herein and in the
9 Settlement Agreement and pertaining to the administration of the Settlement.

10 22. The Court reserves the right to adjourn or continue the date of the Final
11 Approval Hearing and all dates provided for in the Settlement Agreement without
12 further notice to Class Members and retains jurisdiction to consider all further
13 applications arising out of or connected with the Settlement.

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15 **IT IS SO ORDERED.**

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18 DATE: November 20, 2024


19 Honorable Beth Labson Freeman
20 Judge of the United States District Court
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EXHIBIT 1

[MAILING DATE], 2024

[Full Name]

[Address]

[City] [State] [Zip]

Settlement Administrator Contact Information

Settlement Administration ID [INSERT]

**NOTICE OF PROPOSED CLASS AND REPRESENTATIVE PAGA ACTION
SETTLEMENT**

Nelson Ramirez v. HV Global Management Corporation

United States District Court, Northern District of California, Case Number 5:21-cv-09955-BLF

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because HV Global Management Corporation's records indicate that you are (a) a current or former non-exempt employee of HV Global Management Corporation in California between November 3, 2018 and January 12, 2024 (and thus a Class Member) and/or (b) a current or former non-exempt employee of HV Global Management Corporation in California between February 17, 2023 and February 15, 2024 (and thus a PAGA Group Member).

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the Class Settlement, your legal rights may be affected. This Notice is designed to advise you of your rights and options, and how you can request to be excluded from the Class Settlement, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Nelson Ramirez ("Plaintiff") and Defendant HV Global Management Corporation ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the case entitled *Nelson Ramirez v. HV Global Management Corporation*, United States District Court, Northern District of California, Case Number 5:21-cv-09955-BLF ("Action"), which may affect your legal rights. On [PRELIMINARY APPROVAL DATE], the Court granted preliminary approval of the settlement and scheduled a hearing on [FINAL APPROVAL HEARING DATE] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.¹

I. IMPORTANT DEFINITIONS

- "Class" or "Class Member(s)" means all current and former non-exempt employees employed by Defendant in California at any time during the Class Period.
- "Class Period" means the period from November 3, 2018 through January 12, 2024.
- "Class Settlement" means the settlement and resolution of the Settlement Class Members' Released Claims.
- "PAGA" means the California Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.
- "PAGA Group," "PAGA Group Member" or "Aggrieved Employees" means all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Period.
- "PAGA Group Civil Penalties Fund" means the twenty-five percent (25%), or Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750), of the \$75,000 PAGA Allocation that shall collectively be paid to the employees in the PAGA Group on a pro rata basis.

¹ The date and/or time of the Final Approval Hearing may change without further notice to the class. To check whether the date and/or time changed, please visit the Court's website: <https://ecf.cand.uscourts.gov>

- “PAGA Period” means the period from February 17, 2023 through February 15, 2024.
- “PAGA Settlement” means the settlement and resolution of the PAGA Group Members’ Released Claims.

II. BACKGROUND OF THE ACTION

On November 3, 2021, Plaintiff commenced the Action by filing the Class Action Complaint for Damages in the Monterey County Superior Court, Case No. 21CV003513. Defendant eventually removed the case to federal court. On February 17, 2024, Plaintiff filed the Fourth Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the United States District Court, Northern District of California. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination and during employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby violated California Business and Professions Code section 17200 et seq. and conduct giving rise to civil penalties recoverable under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law, and contends that at all times it has complied with federal, state, and local laws. The Parties participated in a mediation session with a respected class action mediator, and as a result, the Parties subsequently reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release and the Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement and Release (together, “Settlement,” “Agreement,” or “Settlement Agreement”).

On [DATE OF PRELIMINARY APPROVAL], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Nelson Ramirez as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”).

Edwin Aiwazian, Joanna Ghosh, Selena Matavosian
Lawyers *for* Justice, PC
410 West Arden Avenue, Suite 203, Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Qualifying Workweeks credited to you, if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the claims in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The gross settlement amount is Nine Hundred Thousand Dollars (\$900,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the Class Settlement is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$315,000) and reimbursement of litigation costs and expenses in an amount estimated at One Hundred Ten Thousand Dollars (\$110,000) to Class Counsel; (2) an Enhancement Payment in an amount estimated at Fifteen Thousand Dollars (\$15,000) to Plaintiff Nelson Ramirez for his services in the Action; (3) the PAGA Allocation of \$75,000 to resolve all PAGA claims against Defendant; and (4) Settlement Administration Costs in an amount estimated at Ten Thousand Dollars (\$10,000) to the Settlement Administrator. Note: a total of Seventy-Five Thousand (\$75,000) from the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Allocation”), of which the Labor Workforce Development Agency (“LWDA”) will be paid 75% (i.e., Fifty-Six Thousand Two Hundred and Fifty Dollars (\$56,250)) (“LWDA Payment”) and the remaining 25% (i.e., Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750)) will be distributed to PAGA Group Members (“PAGA Group Civil Penalties Fund”).

Class Members are eligible to receive payment under the Settlement of their pro rata share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of Qualifying Workweeks they were employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period. PAGA Group Members are eligible to receive payment under the Settlement of their pro rata share of the PAGA Group Civil Penalties Fund (“Individual PAGA Payment”) based on the number of Qualifying PAGA Pay Periods they were employed by Defendant as a non-exempt employee in California during the PAGA Period.

The Settlement Administrator has divided the Net Settlement Amount by the Qualifying Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Qualifying Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III(C) below) as part of the Settlement Class. Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

The Settlement Administrator has also divided the PAGA Group Civil Penalties Fund by the total number of Qualifying PAGA Pay Periods of all PAGA Group Members to yield the “Estimated Pay Period Value,” and multiplied each PAGA Group Member’s individual Qualifying PAGA Pay Periods by the Estimated Qualifying PAGA Pay Periods Value to yield his or her estimated individual PAGA Allocation share that he or she may be eligible to receive under the Settlement (which is listed in Section III(C) below), as part of the PAGA Group. Regardless of whether PAGA Group Members submit a valid and timely Request for Exclusion, all PAGA Group Members will be issued payment of their final Individual PAGA Payment.

Each Individual Settlement Share will be allocated thirty percent (30%) as wages which will be reported on an IRS Form W-2 and seventy percent (70%) as penalties, interest, and other non-wage damages which will be reported on an IRS Form 1099. Each Individual PAGA Payment will be allocated one hundred percent (100%) as penalties, interest, and other non-wage damages which will be reported on an IRS Form 1099. Defendant’s share of payroll taxes and contributions with respect to the wages portion of the Individual Settlement Shares will be paid by Defendant, separately and in addition to the Gross Settlement Amount. Each Individual Settlement Share shall be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of his or her Individual Settlement Share, resulting in a

net payment to the Settlement Class Member (“Individual Settlement Payment”).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator. If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.

B. Your Qualifying Workweeks & Qualifying PAGA Pay Periods Based on Defendant’s Records

According to Defendant’s records:

From November 3, 2018 through January 12, 2024, you were employed by Defendant as a non-exempt employee in California for [INSERT QUALIFYING WORKWEEKS] Qualifying Workweeks.

From February 17, 2023 through February 15, 2024, you were employed by Defendant as a non-exempt employee in California for [INSERT QUALIFYING PAGA PAY PERIODS] Qualifying PAGA Pay Periods.

If you wish to dispute the Qualifying Workweeks or Qualifying PAGA Pay Periods credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (*Nelson Ramirez v. HV Global Management Corporation*, Case Number 5:21-cv-09955-BLF); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Qualifying Workweeks and/or Qualifying PAGA Pay Periods credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Qualifying Workweeks and/or Qualifying PAGA Pay Periods that you contend should be credited to you is correct; and (f) be returned by fax or mail to the Settlement Administrator at the address or fax number specified in Section IV(B) below, postmarked or fax-stamped no later than [RESPONSE DEADLINE].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, if applicable, your estimated Individual Settlement Share is based on the number of Qualifying Workweeks credited to you and your estimated Individual PAGA Payment is based on the number of Qualifying PAGA Pay Periods credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [INSERT] and your Individual PAGA Payment is estimated to be \$ [INSERT]. The Individual Settlement Share is subject to reduction for employee’s share of taxes and withholding with respect to the wages portion of the Individual Settlement Share. If applicable, your Individual Settlement Payment and Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take six months or more. The Individual Settlement Share and Payment and Individual PAGA Payment reflected above are only estimates. The actual Individual Settlement Payment and/or Individual PAGA Payment that may be payable to you, may be higher or lower.

D. Release of Claims

Upon Final Approval of the Settlement Agreement and payment of amounts required by the Settlement Agreement, and except as to such rights or claims as may be created by the Settlement Agreement, the Class Representatives and each Class Member who has not submitted a valid and timely Request for Exclusion from the Settlement (i.e., Settlement Class Members) each fully release and discharge HV Global Management Corporation, and any of its past and present parents, owners, subsidiaries, affiliates, divisions, joint employers, Marriott Vacations Worldwide Corporation, and/or related entities, and their shareholders, officers, directors, employees, partners, shareholders, agents, attorneys, insurers and reinsurers, predecessors, successors, assigns, heirs, accountants, auditors, consultants, and/or legal representatives, and any individual or entity that could be jointly or severally liable for any of the Released Claims (“Released Parties”).

Settlement Class Members shall release the Released Parties from any and all claims that are alleged in the Fourth Amended Complaint, or that could have been alleged in the Fourth Amended Complaint, based upon or arising out of, or which are derivative to the facts and/or claims alleged in the Fourth Amended Complaint during the Class Period. This includes claims for violations of the California Labor Code or any applicable California Wage Order for: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay); failure to pay compensation at the regular rate of pay; failure to pay for all hours worked, including any and all work performed off-the-clock or under the control of Defendant; failure to pay overtime in violation of California Labor Code §§ 510, 551, 552 and 1198; failure to provide meal periods and meal period premiums in violation of California Labor Code §§ 226.7 and 512(a); failure to provide rest period and rest period premiums in violation of California Labor Code § 226.7; failure to pay minimum wage in violation of California Labor Code §§ 1194, 1197, and 1197.1; failure to pay timely wages during employment pursuant to Labor Code § 204; failure to pay final wages in violation of California Labor Code §§ 201, 202, and 203; failure to reimburse business expenses in violation of California Labor Code §§ 2800 and 2802; failure to provide complete and compliant wage statements in violation of California Labor Code § 226; failure to keep complete and accurate records in violation of California Labor Code § 1174(d); improper recordkeeping; unfair business practices; including related premiums; statutory penalties; waiting time penalties; liquidated damages; interest; punitive damages; costs; attorneys’ fees; injunctive relief; declaratory relief; or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy (collectively, “Settlement Class Released Claims”).

Regardless of whether any PAGA Group Members request exclusion from the Class Settlement, Plaintiff fully releases the claims and rights against the Released Parties on behalf of the LWDA and Aggrieved Employees, to recover civil penalties under PAGA, costs, expenses, attorneys’ fees, or interest against the Released Parties on behalf of Aggrieved Employees and LWDA for any California Labor Code or California Wage Order violation that are alleged in the Fourth Amended Complaint, or that could have been alleged in the Fourth Amended Complaint, based upon or arising out of or which are derivative to the facts and/or claims alleged in the Fourth Amended Complaint and/or the LWDA Notice, during the PAGA Period. This includes, but is not limited to PAGA claims for violations of the California Labor Code and the California Wage Orders for: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay); failure to pay compensation at the regular rate of pay; failure to pay all hours worked, including any and all work performed off-the-clock or under the control of Defendant; failure to pay overtime in violation of California Labor Code §§ 510, 551, 552 and 1198; failure to provide meal periods and meal period premiums in violation of California Labor Code §§ 226.7 and 512(a); failure to provide rest period and rest period premiums in violation of California Labor Code § 226.7; failure to pay minimum wage in violation of California Labor Code §§ 1194, 1197, and 1197.1; failure to pay final wages in violation of California Labor Code §§ 201, 202, and 203; failure to timely pay wages during employment in violation of California

Labor Code § 204; failure to reimburse business expenses in violation of California Labor Code §§ 2800 and 2802; failure to provide complete and compliant wage statements in violation of California Labor Code § 226; and failure to keep complete and accurate records in violation of California Labor Code § 1174(d) (collectively, “PAGA Group Released Claims”). The Parties agree that there shall be no right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the release of PAGA claims. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$315,000) and reimbursement of litigation costs and expenses in an amount of up to One Hundred Ten Thousand Dollars (\$110,000) (collectively, “Attorneys’ Fees and Costs”), subject to Court approval. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff Ramirez will seek the amount of Fifteen Thousand Dollars (\$15,000) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and/or Individual PAGA Payment that he is entitled to under the Settlement.

G. PAGA Allocation

Seventy-Five Thousand Dollars (\$75,000) of the Gross Settlement Amount is allocated for penalties pursuant to PAGA (“PAGA Allocation”). Pursuant to California Labor Code section 2699(i), and subject to approval by the Court under California Labor Code section 2699(l), seventy-five percent (75%) of the PAGA Payment (i.e., \$56,250) will be paid to the LWDA (“LWDA Payment”) and the remaining twenty-five percent (25%) of the PAGA Payment (i.e., \$18,750) will be distributed to the PAGA Group Members.

H. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated at Ten Thousand Dollars (\$10,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objections, and disputes of Qualifying Workweeks and/or Qualifying PAGA Pay Periods, calculating Individual Settlement Shares and Individual Settlement Payments, calculating Individual PAGA Payments, and distributing payments and tax form under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you are a Class Member and want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. If you are a Class Member you will automatically

be included in the Class Settlement and be issued an Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. If you are a Class Member, unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Settlement Class Released Claims described in Section III(D) above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you are a Class Member and you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion") to the Settlement Administrator. A Request for Exclusion must: (a) contain the case name and number of the Action (*Nelson Ramirez v. HV Global Management Corporation*, Case Number 5:21-cv-09955-BLF); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Class Settlement; and (e) be submitted to the Settlement Administrator by mail or fax, postmarked or fax-stamped no later than [RESPONSE DEADLINE]), at the following mailing address or fax number:

ILYM Group, Inc.
[MAILING ADDRESS]
[FAX NUMBER]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Settlement Class Released Claims described in Section III(D) above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Settlement Class Released Claims described in Section III(D) above, as well as any judgment that may be entered by the Court based thereon. PAGA Group Members may not opt out of, or otherwise exclude himself or herself from the PAGA Settlement or release of PAGA claims.

C. Object to the Class Settlement

If you are a Class Member, you can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection ("Notice of Objection") to the Settlement Administrator. A Notice of Objection must: (a) contain the case name and number of the Action (*Nelson Ramirez v. HV Global Management Corporation*, Case Number 5:21-cv-09955-BLF); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed or faxed to the Settlement Administrator at the address listed in Section IV(B) above, postmarked or fax-stamped no later than [RESPONSE DEADLINE].

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Courtroom 3, 5th Floor of the United States District Court, Northern District of California, San Jose Division, located at 280 South 1st Street, San Jose, CA 95113, on [DATE], at [TIME], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, the Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

This Notice summarizes the proposed Settlement. For the precise terms of the Settlement, please see the Settlement Agreement by: (1) contacting Class Counsel at (818) 265-1020, (2) accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, (3) visiting the Settlement Administrator's website at [SETTLEMENT ADMINISTRATOR'S WEBSITE], or (4) visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Jose Division, located at 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.