

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

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

Plaintiff,

vs.

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

Defendants.

Case 5:21-cv-09955-BLF

Honorable Beth Labson Freeman
Courtroom 3

CLASS ACTION

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

Date: July 11, 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 (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into
7 by and between Plaintiff and Defendant HV Global Management Corporation
8 (“Defendant”), and the Notice of Proposed Class and Representative PAGA Action
9 Settlement (“Class Notice”), and **GOOD CAUSE** appearing, **IT IS ORDERED**
10 that the Motion is **GRANTED**, subject to the following findings and orders:

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

14 2. The Court grants preliminary approval of the Class Action and PAGA
15 Settlement Agreement attached as “**EXHIBIT 1**” to the Declaration of Selena
16 Matavosian in Support of Plaintiff’s Motion for Preliminary Approval of Class
17 Action and PAGA Settlement. This is based on the Court’s determination that the
18 Settlement falls within the range of possible approval as fair, adequate, and
19 reasonable.

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

1 4. The Court preliminarily finds that the Settlement, which provides for
2 a Gross Settlement Amount of Nine Hundred Thousand Dollars and Zero Cents
3 (\$900,000.00), appears to be within the range of reasonableness of a settlement
4 that could ultimately be given final approval by this Court. The Gross Settlement
5 Amount includes all Individual Settlement Payments, Individual PAGA Payments,
6 Settlement Administration Costs, Attorneys' Fees and Costs, Enhancement
7 Payment, and the LWDA Payment. The Court has reviewed the monetary
8 recovery that is being granted as part of the Settlement and preliminarily finds that
9 the contemplated monetary settlement payments to Class Members and PAGA
10 Group Members are fair, adequate, and reasonable when balanced against the
11 probable outcome of further litigation relating to certification, manageability,
12 liability, and damages issues.

13 5. For settlement purposes only, the Court hereby conditionally certifies
14 the following Class:

15 All current and former non-exempt employees employed by Defendant
16 in California at any time during the period from November 3, 2018
17 through February 15, 2024 ("Class" or "Class Members").

18 6. The Court concludes that, for settlement purposes only, the proposed
19 Class meets the requirements for certification under Rule 23 of the Federal Rules
20 of Civil Procedure in that: (a) the Class is ascertainable and so numerous that
21 joinder of all members of the Class is impracticable; (b) common questions of law
22 and fact predominate, and there is a well-defined community of interest amongst
23 the members of the Class with respect to the subject matter of the litigation; (c)
24 Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
25 will fairly and adequately protect the interests of the members of the Class; (e) a
26 class action is superior to other available methods for the efficient adjudication of
27
28

1 the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in
2 their individual capacity and as the representatives of the Class.

3 7. The Court finds that Plaintiff Nelson Ramirez is a suitable
4 representative for the Class and hereby preliminarily appoints him as the
5 representative for the Class conditionally certified by this Order.

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

18 9. The Court hereby appoints ILYM Group, Inc. as the Settlement
19 Administrator to administer the Settlement pursuant to the terms of the Settlement
20 Agreement.

21 10. Pursuant to California Labor Code section 2699(l), the Court has
22 reviewed and hereby approves the sum of Seventy-Five Thousand Dollars and
23 Zero Cents (\$75,000.00) of the Gross Settlement Amount to be allocated to civil
24 penalties for resolution of the claim pursuant to the Private Attorneys General Act
25 (“PAGA Allocation”). The Court approves payment of seventy-five percent (75%)
26 of the PAGA Allocation, or Fifty-Six Thousand Two Hundred Fifty Dollars and
27 Zero Cents (\$56,250.00), to the Labor and Workforce Development Agency
28 (“LWDA Payment”) and payment of twenty-five percent (25%) of the PAGA

1 Allocation, or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents
2 (\$18,750.00) to all current and former non-exempt employees employed by
3 Defendant in California at any time during the period from February 17, 2023
4 through February 15, 2024 (“PAGA Group Members”).

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

10 12. The Court finds that the proposed plan for distribution of the Class
11 Notice, substantially in the manner and form as set forth in the Settlement
12 Agreement and this Order, meets the requirements of Federal Rule of Civil
13 Procedure 23(e) and due process, is the best notice practicable under the
14 circumstances, and shall constitute due and sufficient notice to all persons entitled
15 thereto. The Court further finds that the Class Notice appears to fully and
16 accurately inform the Class Members of all material elements of the Settlement,
17 of Class Members’ right to be excluded from the Class Settlement by submitting
18 a Request for Exclusion, of Class Members’ right to dispute the number of
19 Qualifying Workweeks and/or Qualifying PAGA Pay Periods credited to each of
20 them by submitting a dispute, and of each Settlement Class Member’s right and
21 opportunity to object to the Class Settlement by submitting a Notice of Objection
22 to the Settlement Administrator or appear at the Final Approval Hearing with or
23 without submitting a written Objection to the Class Settlement.

24 13. Within twenty-one (21) calendar days from the date of this Order,
25 Defendant shall provide the Settlement Administrator with the Class Data and List,
26 as outlined in the Settlement Agreement. Within ten (10) business days after
27 receiving the Class Data and List from Defendant, the Settlement Administrator
28 shall mail copies of the Class Notice to each Class Member in English and Spanish

1 via First-Class U.S. Mail to his or her most current, known address with a return
2 postage-paid envelope.

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

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

26 16. The Court preliminarily approves the proposed procedure for
27 objecting to the Class Settlement. Settlement Class Members who wish to object
28 the Class Settlement may object by submitting a written objection ("Notice of

Objection”) to the Settlement Administrator on or before the Response Deadline. A Notice of Objection must include: (a) the case name and number of the Action; (b) the objector’s full name, signature, address, and telephone number, (c) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other documents upon which the objection is based.

17. A Final Approval Hearing is set before the Honorable Beth Labson Freeman in Courtroom 3 of the United States District Court for the Northern District of California located at the San Jose Courthouse, 280 South 1st Street, 5th Floor, San Jose, California 95113, on _____, 2024, at _____, to determine all necessary matters concerning the Settlement, including: whether the Settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable, and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and to finally approve the requests and allocations for the Enhancement Payment, Attorneys’ Fees and Costs, and Settlement Administration Costs.

18. Class counsel shall file a motion for final approval of the Settlement, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s declaration, by _____, to be heard at the Final Approval Hearing.

19. Class counsel shall file a motion for final approval of the requests for the Enhancement Payment and Attorneys’ Fees and Costs, and approval of the Settlement Administration Costs, along with the appropriate declarations and supporting evidence, by _____, to be heard at the Final Approval Hearing.

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1 20. As of the date this Order is signed, all dates and deadlines associated
2 with the Action shall be stayed, other than those contemplated herein and in the
3 Settlement Agreement and pertaining to the administration of the Settlement.

4 21. The Court reserves the right to adjourn or continue the date of the Final
5 Approval Hearing and all dates provided for in the Settlement Agreement without
6 further notice to Class Members and retains jurisdiction to consider all further
7 applications arising out of or connected with the Settlement.

8
9 **IT IS SO ORDERED.**

10
11
12 DATE: _____

Honorable Beth Labson Freeman
Judge of the United States District Court

EXHIBIT 1

[MAILING DATE], 2024
[Full Name]
[Address]
[City] [State] [Zip]

Claims Admin Contact Information
Claims 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 current or former non-exempt employee of HV Global Management Corporation in California between November 3, 2018 and February 15, 2024.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the 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 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 February 15, 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.
- "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.
- "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.

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>

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. 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 seeks penalties 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 ("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 and PAGA Group ("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 Settlement (in which case you will not receive an Individual Settlement Payment), object to the 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 and PAGA Group Members. The Court has made no ruling on the merits of the Class Members' or PAGA Group Members' claims 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 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 and Individual PAGA Payments will be mailed to Settlement Class Members and 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 February 15, 2024, you were employed by Defendant as a non-exempt employee in California for [INSERT 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].

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, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Qualifying Workweeks and/or 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. 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. Your Individual Settlement Share and Payment and Individual PAGA Payment reflected above is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

D. Release of Claims

If the Court grants final approval of the Settlement and enters judgment, as of the Date of Finality, 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 (“Settlement Class Released Claims”).

Regardless of whether any PAGA Group Members request exclusion from the Settlement Class, Plaintiff fully releases the claims and rights to recover civil penalties 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 Labor Code or 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). 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 (“PAGA Group Released Claims”).

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, 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 want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the 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 do not wish to participate in the Settlement, you must seek exclusion from the 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 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 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 Settlement, including those pertaining to the release of 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 Settlement

You can object to the terms of the 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) by 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>, or (3) by 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 CLAIM 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.