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7 *Additional Attorneys on Next Page*

8 Attorneys for Plaintiffs
Melissa Clack, Evelyn McOmie and the Proposed Class

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SHASTA**

11 MELISSA CLACK, individually, and on
12 behalf of other members of the general
public similarly situated;

13 Plaintiff,

14 vs.

15 LAVENDER HILLS ASSISTED LIVING,
16 LLC, a California limited liability
company; and DOES 1 through 100,
17 inclusive,

18 Defendants.

19 EVELYN MCOMIE, individually, and on
20 behalf of other aggrieved employees
pursuant to the California Private Attorneys
21 General Act;

22 Plaintiff,

23 vs.

24 LAVANDER HILLS ASSISTED LIVING,
25 LLC, a California limited liability
company;
and DOES 1 through 100, inclusive,

26 Defendants.
27
28

FILED

NOV 24 2025

CLERK OF THE SUPERIOR COURT
BY: K. MIRANDA, DEPUTY CLERK

Case No.: CVCV21-0197865 (LEAD CASE)
(consolidated with 24CV-0205758)

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

Hearing Information:

Date: November 24, 2025
Time: 8:30 AM
Dept.: 64
Judge: Hon. Stephen H. Baker

RECEIVED

OCT 30 2025

CLERK OF THE SHASTA COUNTY
SUPERIOR COURT - CIVIL DIVISION

By Fax

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8 Attorneys for Plaintiffs,
Melissa Clack, Evelyn McOmie and the Proposed Class
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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on November 24, 2025, at 8:30 AM, the Motion for Preliminary
3 Approval of Class Action and PAGA Settlement filed by Plaintiff Melissa Clack and Plaintiff Evelyn
4 McOmie (collectively “Plaintiffs”), on behalf of themselves and a Settlement Class, and not opposed
5 by Defendant Lavender Hills Assisted Living, LLC, (“Defendant”), came on for hearing in
6 Department 64 of the Shasta County Superior Court, located at 1515 Court Street, Redding, CA
7 96001.

8 After full consideration of the evidence, the pleadings and papers filed by the parties in
9 connection therewith, arguments of counsel and all other matters presented to the Court, and good
10 cause having been shown, IT IS HEREBY ORDERED that Plaintiffs’ Motion for Preliminary
11 Approval of Class Action and PAGA Settlement is GRANTED based on the conditions below.

12 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

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

16 2. The Court recognizes that the parties stipulate and agree to certification of a class for
17 settlement purposes only. For settlement purposes only, the Court conditionally certifies the following
18 settlement class (the “Class Members” or “Settlement Class”): “all current and former hourly-paid or non-
19 exempt employees of Defendant in California employed during the Class Release Period.” (SA § 10(e).)
20 The “Class Release Period” means the period from July 27, 2017 through April 14, 2025. (SA § 10(g).)
21 Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement
22 are referred to as the “Settlement Class Members” or “Settlement Class”. (SA § 10(rr).)

23 3. The Court finds, for settlement purposes only, the requirements of California Code of
24 Civil Procedure section 382 are satisfied. The term “Participating Class Member” means a Class Member
25 who has not requested exclusion from the Settlement.

26 4. Plaintiffs are hereby appointed and designated, for all purposes, as the representatives of
27 the class, and the following attorneys are hereby appointed and designated as counsel for Plaintiffs and the
28 Class (“Class Counsel”):

1 Zack I. Domb
2 Devin Rauchwerger
3 Eric Y. Hahn
4 DOMB & RAUCHWERGER LLP
5 1055 East Colorado Blvd., Fifth Floor
6 Pasadena, California 91106
7 Telephone: (213) 537-9225
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11 Arby Aiwarzian
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18 Tel: (818) 265-1020 / Fax: (818) 265-1021
19 E-Mail: arby@calljustice.com
20 E-Mail: joanna@calljustice.com
21 E-Mail: brian@calljustice.com
22 E-Mail: maria@calljustice.com

23 Class Counsel is authorized to act on behalf of Class Members with respect to all acts or
24 consents required by, or which may be given pursuant to, the Settlement, and such other acts
25 reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance
26 through counsel of such Class Member's own choosing and at such Class Member's own expense.
27 Any Class Member who does not enter an appearance or appear on his or her own will be represented
28 by Class Counsel.

5. The Court hereby approves on a preliminary basis the Settlement Agreement as appearing
on its face to be fair, reasonable, and adequate and to have been the product of serious, informed, and
extensive negotiations among Plaintiffs, Defendant, and their respective counsel.

6. A final approval hearing shall be held before this Court on March 23, 2026 at 8:30 a.m.
in Department 64 of the County Superior Court, located at 1515 Court Street, Redding, CA 96001, to
determine all necessary matters concerning the Settlement, including: whether the proposed settlement of
the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and
reasonable and should be finally approved by the Court; whether a Judgment, as provided in the

1 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement Agreement
2 should be approved as fair, adequate and reasonable to the Class Members; and to finally approve Class
3 Counsels' Fees and Costs Award, the Class Representative Enhancement Awards, and the settlement
4 administration expenses. The Final Approval hearing may be continued without further notice.

5 7. The Parties shall file a Motion for Final Approval on or before sixteen (16) court days
6 prior to the hearing.

7 8. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator and hereby
8 directs the Settlement Administrator to mail or cause to be mailed to Class Members (including the
9 Aggrieved Employees) the Notice by first class mail within twenty-one (21) calendar days after the receipt
10 of the Class Data from Defendant using the procedures set forth in the Settlement Agreement. Class
11 Members who do not opt out of the settlement will become Settlement Class Members and will
12 automatically receive their Individual Settlement Share.

13 9. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
14 ("Class Notice"), Objection Form, and Exclusion Form, attached hereto as "**EXHIBIT A**," "**EXHIBIT**
15 **B**," and "**EXHIBIT C**," respectively (together, "Notice Packet"). The Court finds that the distribution of
16 the Notice of Class Action Settlement in substantially the manner and form set forth in the Settlement
17 Agreement and this Order meets the requirements of due process, is the best notice practicable under the
18 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. Any exclusion
19 or objection forms submitted by a class member shall be submitted to the Settlement Administrator and
20 will not be submitted to the Court. The Settlement Administrator will file a declaration with the Motion
21 for Final Approval that will authenticate a copy of every exclusion or objection form received by the
22 Settlement Administrator. The Settlement Administrator will give notice to any objecting party of any
23 continuance of the hearing on the Motion for final Approval.

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1 10. The Court reserves the right to adjourn or continue the date of the final approval and all
2 dates provided for in the Settlement Agreement without further notice and retains jurisdiction to consider
3 all further applications arising out of or connected with the proposed Settlement.

4 IT IS SO ORDERED.

5
6 Dated: 11-24-2025



HON. STEPHEN H. BAKER
JUDGE OF THE SUPERIOR COURT

B.L. Beckman

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**

Melissa Clack, et al. vs. Lavender Hills Assisted Living LLC

Shasta County Superior Court Case No. CVCV21-0197865 (consolidated with 24CV-0205758)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive payment from an employee class action and Private Attorneys General Act ("PAGA") lawsuit (the "Action") concerning your current or former employment with Lavender Hills Assisted Living, LLC. The Action was filed by former Lavender Hills Assisted Living, LLC employees, Melissa Clack and Evelyn McOmie ("Plaintiffs") and seeks alleged damages, penalties, and other relief for a class of employees consisting of all current and former hourly-paid or non-exempt employees of Lavender Hills Assisted Living, LLC who worked in California during the Class Period of July 27, 2017 through April 14, 2025. The Action also seeks alleged penalties under PAGA for all current and former hourly-paid or non-exempt employees of Lavender Hills Assisted Living, LLC who worked in California during the period of June 5, 2023 through April 14, 2025.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Lavender Hills Assisted Living, LLC to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Lavender Hills Assisted Living, LLC to fund PAGA Payments and to pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Lavender Hills Assisted Living, LLC's records, and the Parties' current assumptions, **your Individual Settlement Payment is estimated to be \$_ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you receive may differ from these estimates.

The above estimates are based on Lavender Hills Assisted Living, LLC's records showing that **you worked _____workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Release Period. If you believe that you worked more workweeks during the period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Lavender Hills Assisted Living, LLC to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Lavender Hills Assisted Living, LLC.

If you worked for Lavender Hills Assisted Living, LLC during the Class Period and/or the PAGA Release Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement. If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. In exchange, as a Settlement Class Member, you will give up your right to assert Class Period wage claims and PAGA Release Period penalty claims against Lavender Hills Assisted Living, LLC that are covered by this Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion Form or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Lavender Hills Assisted Living, LLC, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Lavender Hills Assisted Living, LLC will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Lavender Hills Assisted Living, LLC that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Settlement Class Member and no longer eligible for an Individual Settlement Payment. Non-Settlement Class Members cannot object to any portion of the proposed Settlement. See <u>Section 6</u> of this Notice.
The Opt-out Deadline is _____	You cannot opt-out of the PAGA portion of the proposed Settlement. Lavender Hills Assisted Living, LLC must pay Individual PAGA Payments to all Aggrieved Employees.
Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See <u>Section 7</u> of this
Written Objections Must be Submitted by _____	

	Notice.
You Can Participate in the _____, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____, 2026. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person or remotely as may be permitted by the Court's telephonic or virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Settlement Payment and PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and PAGA Release Period, respectively. The number of workweeks you worked during the Class Period and PAGA Release Period, according to Lavender Hills Assisted Living, LLC's records, is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Lavender Hills Assisted Living, LLC employees. The Action alleges violations of California labor laws by failing to pay overtime wages, failing to provide compliant meal periods, failing to provide compliant rest periods, failing to pay all minimum wages, failing to timely pay wages during employment and upon termination, non-compliant wage statements, unreimbursed business expenses, failing to provide reporting time pay, and engaging in unfair business practices. Based on the same claims, Plaintiffs also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action:

Lawyers for Justice P.C.
450 N Brand Blvd, Ste. 900
Glendale, California 91203

Domb & Rauchwerger LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106

("Class Counsel.")

Lavender Hills Assisted Living, LLC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Plaintiffs or Lavender Hills Assisted Living, LLC are correct on the merits. In the meantime, Plaintiffs and Lavender Hills Assisted Living, LLC hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive, uncertain, and time-consuming process of litigation. The negotiations were ultimately successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Lavender Hills Assisted Living, LLC have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Lavender Hills Assisted Living, LLC does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Lavender Hills Assisted Living, LLC has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement, meaning that the court has determined only that there is sufficient information to suggest that the settlement may be fair, reasonable and adequate, but will make a final determination at the hearing on final approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Lavender Hills Assisted Living, LLC Will Pay \$469,500.00 as the Total Settlement Amount (Gross Settlement). Lavender Hills Assisted Living, LLC has agreed to deposit the Gross Settlement, plus an amount sufficient to cover employer side payroll taxes, into an account controlled by the Administrator within ten (10) business days after the date the Settlement becomes final. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Enhancement Awards, Attorneys' Fees and Costs, Settlement Administration Costs, and the PAGA Penalty Amount to be paid to the California Labor and Workforce Development Agency ("LWDA").
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$164,325.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to each Plaintiff as Enhancement Awards for filing the Action, working with Class Counsel and representing the Class. Enhancement Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Settlement Payment and any Individual PAGA Payment.
 - C. Up to \$7,550.00 to the Administrator for services administering the Settlement.

- D. Up to \$70,000.00 for PAGA Penalties, allocated 75% (\$52,500) to the LWDA PAGA Payment and 25% (\$17,500) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Release Period Pay Periods.

Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Settlement Payments to Settlement Class Members based on their Class Period Workweeks. Within fifteen (15) business days after the date the Settlement becomes final, the Administrator will mail checks for all Individual Settlement Payments and Individual PAGA Payments.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Lavender Hills Assisted Living, LLC are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages ("Wage Portion"), and then 80% as interest and penalties (collectively the "Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Lavender Hills Assisted Living, LLC will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and Lavender Hills Assisted Living, LLC have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments/Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the Settlement Administrator will transfer the uncashed checks to *cy pres* recipient, Senior Citizens of Shasta County, Inc., thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. You may (but are not required to) use the Exclusion Form which is included with this Notice. Whether you use the Exclusion Form or your own form, you must send a written and signed Request for Exclusion by the _____ Response Deadline. To the extent you decide to not use the provided Exclusion Form, your Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple

statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Settlement Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue their individual wage and hour claims against Lavender Hills Assisted Living, LLC.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Settlement Class Members) remain eligible for Individual PAGA Payments.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Lavender Hills Assisted Living, LLC have agreed that, in either case, the Settlement will be void, and Lavender Hills Assisted Living, LLC will not pay any money and Class Members will not release any claims against Lavender Hills Assisted Living, LLC.
8. Administrator. The Court has appointed a neutral company, ILYM (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Settlement Class Members' Release. After the Judgment is final and Lavender Hills Assisted Living, LLC has fully funded the Gross Settlement and separately paid all employer payroll taxes, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Lavender Hills Assisted Living, LLC or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Settlement Class Members will be bound by the following release: .

"all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Actions and the PAGA Notices and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions, including but not limited to: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep

requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200."

10. PAGA Release.

After the Judgment is final and Lavender Hills Assisted Living, LLC has fully funded the Gross Settlement and separately paid all employer payroll taxes, Plaintiffs, and the State of California (including the LWDA) with respect to the PAGA Members, will be deemed to have released claims as follows:

"any and all claims for civil penalties under PAGA, arising out of the facts alleged in the Operative Complaints and PAGA Notices or that reasonably could have been alleged based on the factual allegations contained in the Operative Complaints and PAGA Notices, arising during the PAGA Period, including but not limited to claims for failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay minimum wages, failure to pay all wages timely upon termination, failure to timely pay wages during employment, failure to provide compliant itemized wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and failure to pay reporting time pay, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders Nos. 4-2001 and 5-2001."

The operative version of the Settlement Agreement "Stipulation of Class and Representative Action Settlement and Release" was filed with the Court with the Declaration of Devin Rauchwerger in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement on [REDACTED], 2025 as **Exhibit 1** and may be examined by viewing the Court records at the Main Courthouse, located at 1515 Court Street, Redding, CA 96001.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. Each Settlement Class member shall receive a proportionate settlement share. The Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.
2. Individual PAGA Payments. The Administrator will divide the PAGA Employee Amount (25% of the PAGA Amount, which is \$17,500.00), by the total number of Pay Periods for all PAGA Members during the PAGA Release Period (resulting in the "PAGA Pay Periods Value"), and then multiply the PAGA Pay Periods Value by the number of Pay Periods worked for each PAGA Member during the PAGA Release Period to yield his or her Individual PAGA Payment.

3. Workweek or Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Release Period, as recorded in Lavender Hills Assisted Living, LLC's records, are stated in the first page of this Notice. You have until [] to challenge the number of Workweeks or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Lavender Hills Assisted Living, LLC's calculation of Workweeks based on Lavender Hills Assisted Living, LLC's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and Lavender Hills Assisted Living, LLC's counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Settlement Class Members. The Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
- B. Non-Settlement Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Settlement Class Member). For those who are also Settlement Class Members, the Individual Settlement check and PAGA settlement check will be combined into a single check.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You may (but are not required to) use the Exclusion Form which is included with this Notice, which you will need to return to the Administrator. To the extent You decide to not use the provided Exclusion Form, Your Request for Exclusion should be a letter from You or Your representative setting forth Your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Be sure to personally sign your request, identify the Action as *Melissa Clack, et al. vs. Lavender Hills Assisted Living LLC*. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Lavender Hills Assisted Living, LLC are asking the Court to approve. At least 16 court days before the _____, 2026 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Costs and Enhancement Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Enhancement Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at _____ (url) _____.

A Settlement Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Costs and Enhancement Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** You may (but are not required to) use the Objection Form included with this Class Notice. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Melissa Clack, et al. vs. Lavender Hills Assisted Living LLC*, Shasta Superior Court Case No. CVCV21-0197865 (consolidated with 24CV-0205758); and include your full name, your current address and phone number; state the specific reason(s) for the objection; identify or include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider; and sign and date the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing; you do not need to submit a written objection to object to the Settlement at the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____, 2026 at _____ am in Department 64 of the Shasta County Superior Court, Main Courthouse, located at 1515 Court Street Redding, CA 96001. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) the hearing. Check the Court's website for the most current information (<https://portal.shasta.courts.ca.gov/PortalPROD>)

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Lavender Hills Assisted Living, LLC and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group's website at (url) . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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E-Mail:
Telephone: 888-250-6810
Fax Number: 888-845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

EXHIBIT C

Superior Court of California, County of Shasta, Case No. CVCV21-0197865 (consolidated with 24CV-0205758)