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10 Attorneys for Plaintiff(s),

11 MARIA JACQUELINE BATRES, and all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES**

14 **(UNLIMITED JURISDICTION)**

15 MARIA JACQUELINE BATRES, on behalf of
16 herself and all others similarly situated, and as an
17 “aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

18 *Plaintiff(s),*

19 vs.

20 DIMENSION DEVELOPMENT COMPANY,
21 INC., a Louisiana corporation; DR HOTEL
22 EMPLOYEE LEASING LLC, a Delaware
23 limited liability company; DIMENSION
24 DEVELOPMENT TWO, LLC, a Louisiana
limited liability company; and DOES 1–50,
inclusive,

25 *Defendant(s).*

Case No. 24STCV28018

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: October 25, 2024
Dept: SSC-9, The Honorable
Elaine Lu

1 The Motion of Plaintiff Maria Jacqueline Batres (hereafter referred to as “Plaintiff”) for
2 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
3 Hon. Elaine Lu presiding. The Court having considered the Motion, the Class Action and PAGA
4 Settlement Agreement (“Agreement”), and supporting papers, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The Court grants preliminary approval of the settlement based upon the terms set
7 forth in the Agreement filed as an Exhibit to the Motion. The Court has determined on a
8 preliminary basis that the proposed settlement appears to be fair, adequate, and reasonable. The
9 final determination of those issues will be made at the Final Approval Hearing.

10 2. This Order incorporates by reference the definitions in the Agreement, and all
11 terms herein shall have the same meaning as defined in the Agreement.

12 3. For settlement purposes only, the Court conditionally certifies the following
13 Class: all current and former non-exempt or hourly paid employees who worked for Defendants
14 at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at
15 any time during the Class Period.

16 4. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiff are typical of the claims of the Class; (d) the Plaintiff will
22 fairly and adequately protect the interests of the members of the Class; (e) a class action is
23 superior to other available methods for the efficient adjudication of this controversy; and (f)
24 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
25 representative of the Class.

26 5. The Gross Settlement Amount that Defendants shall pay is One Hundred Seventy
27 Thousand Dollars and Zero Cents (\$170,000.00). The Court preliminarily finds that the
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1 settlement appears to be within the range of reasonableness of a settlement that could ultimately
2 be given final approval by this Court. The Court has reviewed the monetary recovery that is
3 being granted as part of the settlement and preliminarily finds that the monetary settlement
4 awards made available to the Class are fair, adequate, and reasonable when balanced against the
5 probable outcome of further litigation and the significant risks relating to certification, liability,
6 and damages issues.

7 6. The Court appoints, for settlement purposes only, David Glenn Spivak of The
8 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel and
9 preliminarily approves Class Counsel's request for attorneys' fees and costs.

10 7. The Court appoints, for settlement purposes only, Maria Jacqueline Batres as the
11 Class Representative and preliminarily approves Plaintiff's Class Representative Service
12 Payment.

13 8. The Court appoints Phoenix Class Action Administration as the Administrator
14 and preliminarily approves the Administrator's estimated Administration Expenses Payment.

15 9. The Court approves, as to form and content, the Class Notice in substantially the
16 form attached as Exhibit A to this Order. The Court finds on a preliminary basis that the plan for
17 distribution of the Class Notice satisfies due process, provides the best notice practicable under
18 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
19 The Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth
20 in the Agreement.

21 10. Not later than 15 days after the Order granting Preliminary Approval of the
22 Settlement is entered and served, Defendants will simultaneously deliver the Class Data to the
23 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
24 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
25 purposes of the Settlement and for no other purpose, and restrict access to the Class Data to
26 Administrator employees who need access to the Class Data to effect and perform under the
27 Settlement Agreement. Defendants have a continuing duty to immediately notify Class Counsel
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1 if they discover that the Class Data omitted class member identifying information and to provide
2 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
3 deadline by which Defendants must send the Class Data to the Administrator, the Parties and
4 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
5 any issues related to missing or omitted Class Data.

6 11. No later than three (3) business days after receipt of the Class Data, the
7 Administrator shall notify Class Counsel that the list has been received and state the number of
8 Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

9 12. Using best efforts to perform as soon as possible, and in no event later than 14
10 days after receiving the Class Data, the Administrator will send to all Class Members identified
11 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
12 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibit**
13 **A**.

14 13. Not later than 3 business days after the Administrator’s receipt of any Class Notice
15 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
16 forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
17 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice
18 to the most current address obtained. The Administrator has no obligation to make further
19 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
20 USPS a second time.

21 14. All written objections, challenges to Workweeks and/or PAGA Pay Periods, and
22 Requests for Exclusions must be faxed, emailed, or postmarked not later than 60 days after the
23 date of mailing of the Class Notice. The deadline will be extended an additional 14 days beyond
24 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
25 mailed. Alternatively, Participating Class Members may appear at the Final Approval Hearing to
26 make verbal objections.

1 15. Any Class Member who chooses to opt out of and be excluded from the Class
2 shall not receive an Individual Class Payment or have the right to object to the class action
3 components of the Settlement. Any Class Member who does not submit a timely and valid
4 Request for Exclusion shall be bound by all determinations of the Court, the Agreement and the
5 Judgment, regardless whether the Participating Class Member actually receives the Class Notice
6 or objects to the Settlement.

7 16. A Final Approval Hearing shall be held on ____ at _____.m. in Department SSC-9
8 of the Superior Court for the State of California, County of Los Angeles, located at the Spring
9 Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 to consider the fairness,
10 adequacy and reasonableness of the proposed Settlement preliminarily approved by this
11 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
12 and costs and the Class Representative Service Payment to the Class Representative. The notice
13 of motion and all briefs and materials in support of the motion for final approval of class action
14 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
15 Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any
16 continuance of the hearing of the motion for final approval.

17 17. If for any reason the Court does not execute and file a Final Approval Order and
18 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason,
19 the proposed Settlement that is the subject of this order, and all evidence and proceedings had in
20 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
21 litigation, as more specifically set forth in the Agreement.

22 18. To facilitate administration of the settlement pending final approval, the Court
23 hereby enjoins all Class Members from filing or prosecuting any claims, suits, or administrative
24 proceedings (including, but not limited to, filing claims with the Division of Labor Standards
25 Enforcement of the California Department of Industrial Relations) regarding claims released by
26 the Settlement unless and until such Class Members have filed valid Requests for Exclusion with
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1 the Administrator and the time for filing valid Requests for Exclusion with the Administrator has
2 elapsed. This provision shall not apply to claims not alleged in the Action.

3 19. The Court expressly reserves the right to adjourn or continue the Final Approval
4 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
5 prompt notice of any continuance to Class Members who object to the Settlement.
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7 **IT IS SO ORDERED.**
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10 **DATE**

HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

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

(case name: *Maria Jacqueline Batres, et al. v. Dimension Development Company, Inc., et al.*
and number 24STCV28018)

***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 money from an employee class action lawsuit (“Action”) against Dimension Development Company, Inc., DR Hotel Employee Leasing, LLC, and Dimension Development Two, LLC (collectively “Defendants”) for alleged violations of California’s labor laws. The Action was filed by Maria Jacqueline Batres (“Plaintiff”), a former employee of Defendant DR Hotel Employee Leasing, LLC, and seeks payment of (1) wages and other relief for a class of all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the Class Period (October 25, 2020 through November 15, 2023) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt or hourly paid employees who worked for Defendants at the Courtyard Pasadena hotel located at 180 N. Fair Oaks Avenue, Pasadena, CA 91103, at any time during the PAGA Period (October 24, 2023 through November 15, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is <<\$increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you worked <<__>> Workweeks** during the Class Period and **you worked <<__>> PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or PAGA Pay Periods during either 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. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendants, 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.

Defendants 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 Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants 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-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is <<RESPONSE DEADLINE>>	

1		You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims.
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4	Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
5	Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	
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10	You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
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15	You Can Challenge the Calculation of Your Workweek / PAGA Pay Periods	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice.
16	Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant DR Hotel Employee Leasing LLC and alleges that she was jointly employed by Defendants. The Action accuses Defendants of violating California labor laws based on the alleged failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the California Labor Code and Wage Orders. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

1 Defendants strongly deny violating any laws or failing to pay any wages and contend they
2 complied with all applicable laws.

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

4 So far, the Court has made no determination whether Defendants or Plaintiff is correct on the
5 merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an
6 effort to resolve the Action by negotiating a settlement rather than continuing the expensive and
7 time-consuming process of litigation. The negotiations were successful. By signing a lengthy
8 written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a
9 judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have
10 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree
11 the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants
12 do not admit any wrongdoing or concede the merit of any claims.

13 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
14 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
15 considering the strength of the claims and the risks and uncertainties of continued litigation; and
16 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
17 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
18 Notice, and scheduled a hearing to determine Final Approval.

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

20 A. Gross Settlement Amount. Defendants will pay \$170,000.00 as the Gross
21 Settlement Amount. Defendants have agreed to deposit the Gross Settlement Amount into an
22 account controlled by the Administrator of the Settlement. The Administrator will use the Gross
23 Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class
24 Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
25 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
26 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will
27 fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court
28 become final. The Judgment will be final on the date the Court enters Judgment, or a later date if
Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval
Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
from the Gross Settlement Amount, the amounts of which will be decided by the Court at the
Final Approval Hearing:

1. Attorney Fees and Costs. Up to \$56,666.67 (33 and 1/3% of the Gross
Settlement to Class Counsel for attorneys’ fees and up to \$17,500.00 for their litigation expenses.
To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Award. Up to \$5,000.00 as a Class
Representative Service Award for filing the Action, working with Class Counsel and representing

1 the Class. A Class Representative Service Award will be the only monies Plaintiff will receive
2 other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

3 3. Administration Expenses. Up to \$12,000.00 to the Administrator for
4 services administering the Settlement.

5 4. PAGA Penalties. Up to \$20,000.00 for PAGA Penalties, allocated 65% to
6 the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees
7 based on their PAGA Pay Periods.

8 Participating Class Members have the right to object to any of these deductions except the
9 PAGA penalties. The Court will consider all objections.

10 Based on records, Defendants estimated that, as of the date of the Settlement, (1) there
11 are 106 Class Members and 6,204 total Workweeks during the Class Period and (2) there are 66
12 Aggrieved Employees who worked 126 PAGA Pay Periods during the PAGA Period.

13 C. Net Settlement Distributed to Class Members. After making the above deductions
14 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
15 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
16 Members based on their Class Period Workweeks.

17 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
18 the Court to approve an allocation of 10.00% of each Individual Class Payment to taxable wages
19 ("Wage Portion") and 90.00% to interest and penalties ("Non-Wage Portion."). The Wage Portion
20 is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately
21 pay employer payroll taxes they owe on the Wage Portion of Individual Class Payments. The
22 Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The
23 Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the
24 Individual Class Payments on IRS 1099 Forms.

25 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
26 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
27 are responsible for paying all taxes (including penalties and interest on back taxes) on any
28 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.

E. Need to Promptly Cash Payment Checks. The front of every check issued
for Individual Class Payments and 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 monies will be deposited with the California Controller's Unclaimed Property
Fund (https://www.sco.ca.gov/search_upd.html) in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
should consult the rules of the Fund for instructions on how to retrieve your money. You can
contact the Unclaimed Property Fund at (800) 992-4647.

1 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
2 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
3 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
4 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
5 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
6 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
7 Member's name, present address, telephone number, and a simple statement electing to be
8 excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members)
9 will not receive Individual Class Payments but will preserve their rights to personally pursue
10 claims against Defendants for violations of California's labor laws.

11 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
12 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
13 Individual PAGA Payments and will release the Released Parties from civil penalties from the
14 Released PAGA Claims (defined below).

15 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
16 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
17 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
18 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
19 pay any money and Class Members will not release any claims against Defendants.

20 H. Administrator. The Court has appointed a neutral company, Phoenix Settlement
21 Administrators (the "Administrator") to send this Notice, calculate and make payments, and
22 process Class Members' Requests for Exclusion. The Administrator will also decide Class
23 Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and
24 perform other tasks necessary to administer the Settlement. The Administrator's contact
25 information is contained in Section 9 of this Notice.

26 I. Participating Class Members' Release. After the Judgment is final and Defendants
27 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
28 Participating 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 Defendants or
officers, directors, employees, and agents for wages based on the Class Period facts and PAGA
penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective
former and present representatives, agents, attorneys, heirs, administrators,
successors, and assigns, release Released Parties from all claims and/or theories
of liability that have been or could have been asserted in any of the pleadings that
have been filed in the Action based the facts and theories alleged therein and in
the PAGA Notice including, but not limited to, claims for unpaid and/or underpaid

1 minimum wages, overtime, and/or double time, failure to provide compliant meal
2 breaks, failure to provide compliant rest breaks, failure to pay meal and/or rest
3 break premiums at the regular rate of pay, failure to timely pay all wages owed
4 during and/or upon separation of employment, failure to provide accurate itemized
5 wage statements, failure to maintain accurate employment records, unfair
6 competition under California Business & Professions Code section 17200 *et. seq.*
7 The release shall include release of California Labor Code sections 201, 201.3,
8 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,
9 1197.1, 1198, the relevant Wage Orders issued by the Industrial Welfare
Commission, claims for attorneys' fees and costs, and derivative claims for
statutory penalties. Except as set forth in Section 6.3 of the Agreement,
Participating Class Members do not release any other claims, including claims for
vested benefits, wrongful termination, violation of the Fair Employment and
Housing Act, unemployment insurance, disability, social security, workers'
compensation, or claims based on facts occurring outside the Class Period.

10 J. The PAGA Release. After the Court's judgment is final, and Defendants have paid
11 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
12 claims for civil penalties that could have been sought by the Labor Commissioner for the
13 violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

14 The Aggrieved Employees will be bound by the following release:

15 Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of
16 California, releases Released Parties from all claims and/or theories of liability
17 for civil penalties under PAGA that have been or could have been asserted in any
18 of the pleadings that have been filed in the Action based the facts and theories
19 alleged therein and in the PAGA Notice including, but not limited to, Labor Code
20 sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174,
21 1174.5, 1194, 1197, 1197.1, 1198, the relevant Wage Orders issued by the
Industrial Welfare Commission, claims for attorneys' fees and costs, and
derivative claims for civil penalties. Plaintiff does not release the claim for wages
or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

22 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

23 A. Individual Class Payments. The Administrator will calculate Individual Class
24 Payments by (a) dividing the Net Settlement Amount by the total number of Workweek worked
25 by all Participating Class Members, and (b) multiplying the result by the number of Workweek
worked by each individual Participating Class Member.

26 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
27 Payments by (a) dividing \$7,000.00 by the total number of PAGA Pay Periods worked by all
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1 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
2 by each individual Aggrieved Employee.

3 C. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you
4 worked during the Class Period and the number of PAGA Pay Periods you worked during the
5 PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You
6 have until <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or PAGA
Pay Periods credited to you. You can submit your challenge by signing and sending a letter to
the Administrator by email, fax or regular U.S. mail. Section 9 of this Notice has the
Administrator's contact information.

7 You need to support your challenge by submitting copies of pay stubs or other records.
8 The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods
9 based on Defendants' records as accurate unless you send copies of records containing contrary
10 information. You should send copies rather than originals because the documents will not be
11 returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges
based on your submission and on input from Class Counsel (who will advocate on behalf of
Participating Class Members) and Defendants' Counsel. The Administrator's decision is final.
You can't appeal or otherwise challenge its final decision.

12 **5. HOW WILL I GET PAID?**

13 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
14 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
15 including those who also qualify as Aggrieved Employees. The single check will combine the
Individual Class Payment and the Individual PAGA Payment.

16 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
17 single Individual PAGA Payment check to every Aggrieved Employee even if they opt out of the
18 Class Settlement (i.e., every Non-Participating Class Member).

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

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

22 Email, fax, or mail a written and signed letter with your name, present address, telephone
23 number, and a simple statement that you do not want to participate in the Settlement. The
24 Administrator will exclude you based on any writing communicating your request be excluded.
Be sure to personally sign your request, identify the Action as *Maria Jacqueline Batres vs.*
25 *Dimension Development Company, Inc., et al.*, Case No. 24STCV28018, and include your
26 identifying information (full name, address, telephone number, approximate dates of
employment, and social security number for verification purposes). You must make the request
27 yourself. If someone else makes the request for you, it will not be valid. You should send your
Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The**

1 **Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you
2 are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

3 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

4 Only Participating Class Members have the right to object to the Settlement. Before deciding
5 whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to
6 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will
7 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why
8 the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award
9 stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and
10 (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable
11 request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you
12 copies of these documents at no cost to you. You can also view them and the Settlement
13 Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's
14 website <<COURT WEBSITE>>.

15 A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for
16 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
17 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
18 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
19 Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you
20 object to, why you object, and any facts that support your objection. Make sure you identify the
21 Action, *Maria Jacqueline Batres vs. Dimension Development Company, Inc., et al.*, case no.
22 24STCV28018, and include your name, current address, telephone number, and approximate
23 dates of employment for Defendants and sign the objection. Section 9 of this Notice has the
24 Administrator's contact information. You should send your objection to the Administrator by
25 email, fax, or send by regular U.S. mail.

26 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
27 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
28 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 <<FINAL APPROVAL
HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department SSC-9 of the Los
Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
Angeles, CA 90012. 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, Plaintiff, 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) either personally
or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>

(<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMINISTRATOR WEBSITE>> 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 Defendants and Plaintiff 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 the Administrator's website at <<ADMINISTRATOR'S WEBSITE>>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case No. 24STCV28018. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

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

Class Counsel:

Name of Attorney:	David Glenn Spivak
Email Address:	david@spivaklaw.com
Name of Firm:	The Spivak Law Firm
Mailing Address:	8605 Santa Monica Bl PMB 42554 West Hollywood, CA 90069
Telephone:	(213) 725-9094

Administrator:

Name of Company:	Phoenix Class Action Administration
Email Address:	_____
Mailing Address:	_____
Telephone:	_____
Fax Number:	_____

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. If your check is already void you should consult the Unclaimed Property Fund

1 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
2 contact the Unclaimedx Property Fund at (800) 992-4647.

3 **11. WHAT IF I CHANGE MY ADDRESS?**

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