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Attorneys for Plaintiff,

Melvin E. Davis, on behalf of himself and the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

MELVIN E. DAVIS, on behalf of himself and
all "aggrieved employees" pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

CARITAS MANAGEMENT
CORPORATION, a corporation, and DOES 1-
20 inclusive,

Defendants.

CASE NO.: CGC-25-622958

[*Consolidated with Case No. CGC-25-622983*]

**NOTICE OF SETTLEMENT OF
PLAINTIFF MELVIN E. DAVIS'S
INDIVIDUAL CLAIMS**

Dept.: 613

Judge: Hon. Jeffrey S. Ross

Action Filed: March 4, 2025

Trial Date: Not Set

AND CONSOLIDATED ACTION.

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that plaintiff Melvin E. Davis ("Plaintiff") and defendant Caritas Management Corporation ("Defendant") have reached a settlement resolving Plaintiff's individual claims against Defendant in the above-captioned consolidated action, as follows:

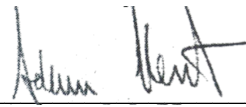
1. The settlement resolves all of Plaintiff Davis’s individual causes of action alleged in the operative Complaint, including his individual claims for unpaid overtime, unpaid minimum and off-the-clock wages, meal and rest period premiums, waiting-time penalties, non-compliant wage-statement penalties, unreimbursed business expenses, and the derivative claim for unlawful business practices, under the California Labor Code, the applicable IWC Wage Order, and Business and Professions Code § 17200 *et seq.* Upon satisfaction of the settlement’s terms, Plaintiff Davis will file a request for dismissal with prejudice of his individual claims against Defendant, including his individual claims under the Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.*
2. Plaintiff Davis further intends to dismiss his representative cause of action under PAGA, without prejudice. Plaintiff will effectuate that dismissal in compliance with Labor Code § 2699, including submission of any required notice to the Labor and Workforce Development Agency (“LWDA”). The Parties have not compromised Plaintiff Davis’s representative PAGA claims, and no settlement consideration has been allocated to the representative PAGA claims.
3. This settlement resolves the action only as between Plaintiff Melvin E. Davis and Defendant. It does not intend to resolve the claims of plaintiff Ebony Standifer in the consolidated action (Case No. CGC-25-622983), including her individual, putative class, and representative claims, all of which shall be addressed separately. Nothing herein is intended to affect any separate resolution, dismissal, or other disposition of the Standifer action or claims therein.
4. The parties respectfully request that the Case Management Conference currently set for September 8, 2026, at 9:00 a.m., in Department 613 be vacated as to Plaintiff Davis and his remaining claims. The September 8, 2026 hearing shall remain on calendar as to Plaintiff Ebony Standifer and her claims in the consolidated action. Plaintiff Davis will separately proceed with dismissal of his individual claims, including his individual PAGA claims with prejudice, and his representative PAGA

1 claims, without prejudice, in accordance with the terms of the parties' settlement
2 agreement and applicable law.

- 3 5. As Plaintiff Davis does not assert any class claims and the parties are not settling or
4 compromising his representative PAGA claims, no class-action settlement approval
5 or dismissal is sought or required.

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7 DATED: August 12, 2026

LAW OFFICES OF JENNIFER B. SIVERTS

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9 By: 

10 ADAM M. KENT
11 Attorneys for Plaintiff
12 MELVIN E. DAVIS
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