

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
[prazma\(@jcl-lawfirm.com](mailto:prazma(@jcl-lawfirm.com)

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

TAMIKA R. THOMAS, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CENTER FOR ELDER'S INDEPENDENCE,
a California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 22CV024221

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 2, 2024
Time: 1:30 p.m.
Dept.: 21
Judge: Hon. Noël Wisell

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Thomas v. Center for Elders’*
6 *Independence*, matter. On behalf of both Apex and myself, I possess the authority to issue this
7 declaration. I am personally acquainted with the information contained herein, and in the event of being
8 summoned to provide testimony, I am fully capable and willing to provide competent testimony
9 regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 15 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
20 *of Pendency of Class Action Settlement and Final Hearing Date*, (referred to as “Notice Packet”); (b)
21 receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class Members
22 regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their
23 individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing and
24 mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the
25 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
26 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
27 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On February 1, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On February 6, 2024, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 485 individuals.

9 6. In preparation for the mailing process, all 485 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On March 1, 2024, The Notice Packet was sent to all 485 individuals listed in the Class List using
18 U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 15 returned Notice Packets as
20 undeliverable. Of the 15 returned Notice Packets, none were returned with a forwarding address.
21 Therefore, Apex conducted a computerized skip trace on the 15 returned Notice Packets in order to
22 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted
23 in obtaining 8 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First Class
24 Mail.

25 9. As of the date of this declaration, there have been 8 Notice Packets re-mailed as a result of Apex's
26 skip-tracing efforts.

27 10. As of the date of this declaration, 7 Notice Packets have been considered undeliverable as no
28 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement was April 15, 2024.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was April 15, 2024.

5 13. As of the date of this declaration, Apex will report 485 Participating Class Members, constituting
6 100% of the total 485 Settlement Class Members.

7 14. The total number of workweeks worked by Participating Class Members during the Class Period
8 is 48,356 The Net Settlement Amount available to Participating Class Members is estimated to be
9 \$559,166.67 and was calculated by subtracting the requested attorneys' fees (\$323,333.33), the amount
10 requested for litigation costs and expenses (\$25,000.00), the requested Service Award (\$5,000.00), the
11 requested Settlement Administration Costs (\$9,000.00), and the PAGA Payment (\$48,500.00) from the
12 Gross Settlement Amount (\$970,000.00).

13 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
14 to be approximately \$2,289.58, the *average* Individual Settlement Amount is currently estimated to be
15 approximately \$1,152.92, and the *lowest* Individual Settlement Amount is currently estimated to be
16 approximately \$11.56. These amounts are subject to employee-side tax and withholdings.

17 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,125.00) will be allocated to
18 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
19 cannot opt out of the PAGA settlement. There are 365 Aggrieved Employees who worked a total of
20 11,187 pay periods during the PAGA Period.

21 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$49.86, the
22 *average* individual PAGA share is approximately \$33.22, and the *lowest* individual PAGA share is
23 approximately \$1.08.

24 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
25 and anticipated expenses, amount to \$9,000.00. Apex will proceed with additional tasks related to this
26 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
27 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
28 upon by the Parties or ordered by the Court for Apex to undertake.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct, and that this Declaration was executed this 23rd day of May 2024,
3 in Irvine, California.

4
5
6 
7 MADELY NAVA

Exhibit A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Thomas v. Center for Elders' Independence, Alameda County Superior Court Case No. 22CV024221)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ
THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$«Total_Est_PMT». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against CEI as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may object by writing to the Court about why you believe the settlement should not be approved or by appearing in court. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of Alameda (the "Court") has been reached between Plaintiff Tamika Thomas ("Plaintiff") and Center for Elders' Independence. ("CEI"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by CEI and performed work in California during the period between December 7, 2019 through September 20, 2023 ("Class Period").

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

Plaintiff filed a Class Action Complaint against CEI in the Superior Court of the State of California, County of Alameda, Case No. 22CV024221 (the "Action"). Plaintiff's second amended complaint asserts the following claims, including Plaintiff's own individual claims: (1) Violation of California Business and Professions Code § 17200 *et seq.*; (2) Failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (4) Failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failure to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; and (8) Failure to reimburse for required business expenses in violation of California Labor Code § 2802; (9) Violations of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]; (10) Discrimination on the basis of disability in violation of California Govt. Code §§ 12940, *et seq.*; (11) Failure to reasonably accommodate in violation of California Govt. Code §§ 12940, *et seq.*; (12) Failure to engage in a timely,

good faith, interactive process in violation of California Govt. Code §§ 12940, et seq; (13) Work environment harassment [Hostile Work Environment]; (14) Retaliation in violation of California Govt. Code §§ 12940, et seq; and (15) Failure to prevent discrimination and harassment in violation of California Govt. Code §§ 12940, et seq. For convenience, this document refers to claims 1 through 9 as the “Class Claims” and claims 10 through 14 as “Plaintiff’s Individual Claims.”

CEI denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. CEI contends, among other things, that at all times it complied with California law, including but not limited to the California Labor Code and the Industrial Welfare Commission Wage Orders.

On September 20, 2023, the Parties reached an agreement to resolve the action, including a settlement of the Class Claims and a separate settlement of Plaintiff’s Individual Claims. The Court granted preliminary approval of the Settlement on February 1, 2024. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. CEI has agreed to pay an amount of Nine Hundred Seventy Thousand Dollars and Zero Cents (\$970,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Attorneys’ Fees, Attorneys’ Expenses, Administration Costs, the PAGA Payment, and the Service Award to the Plaintiff.

After the Judgment becomes Final, CEI will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Administration Costs. The amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement currently estimated not to exceed \$9,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Attorneys’ Expenses. An award of Attorneys’ Fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiff and the Settlement Class in the Action, not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$323,333.33 out of \$970,000.00 and an award Attorneys’ Expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred up to \$25,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award in the amount of Five Thousand Dollars (\$5,000) to Plaintiff, or such lesser amount as may be ordered by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Penalties. A payment of Forty-Eight Thousand and Five Hundred Dollars (\$48,500.00) to be allocated from the Gross Settlement Amount, relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), with 25% of the payment (\$12,125.00) going to the Aggrieved Employees (“Aggrieved Employee Payment”) and 75% of the payment (\$36,375.00) going to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”).
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys’ Fees, Attorneys’ Expenses, the Service Award, the PAGA Penalties, and the Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual

Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and receives any form of compensation from CEI.

- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Aggrieved Employee Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by CEI and performed work in California during the PAGA Period. The PAGA Period means the period between December 20, 2021, to September 20, 2023.

If the Court approves the Settlement, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor CEI's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by CEI, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by CEI, Plaintiff, on behalf of the LWDA and the State of California shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in Plaintiff's PAGA Amended notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. "Released Parties" means CEI, including past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of Center for Elders'

Independence, Inc.'s current and former directors, officers, employees, partners, agents, representatives, and attorneys and all persons acting under, by, through, or in concert with any of them.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against CEI for the claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

CEI's records reflect that you have «Workweeks» Workweeks worked during the Class Period (December 7, 2019 to September 20, 2023).

Based on this information, your estimated Individual Settlement Payment is \$«Est_Class_PMT».

CEI's records reflect that you have «Pay_Periods» pay periods worked during the PAGA Period (December 20, 2021 to September 20, 2023).

Based on this information, your estimated Aggrieved Employee Payment is \$«Est_PAGA_PMT».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than April 15, 2024.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action, LLC.

The Court will hold a hearing on July 2, 2024, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.apexclassaction.com/cei.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than April 15, 2024. The address for the Settlement Administrator is Apex Class Action LLC, P.O. Box 54668, Irvine, CA 92619. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Thomas v. Center for Elders' Independence*, currently pending in Superior Court of Alameda, Case No. 22CV024221. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after April 15, 2024, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name,

current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Thomas v. Center for Elders' Independence, Alameda County Superior Court Case No. 22CV024221***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than April 15, 2024. The address for the Settlement Administrator is P.O. Box 54668, Irvine, CA 92619.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-8291
E-Mail: shani@zakaylaw.com

Counsel for CEI:

Erin R. Ezra, Esq.
Walker Macon, Esq.
Berger Kahn, A Law Corporation
1 Spectrum Pointe Dr., Suite 340
Lake Forest, CA 92630
Tel.: (949) 614-0100
Fax: (949) 771-1922
E-Mail: eezra@bergerkahn.com
E-Mail : wmacon@bergerkahn.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 1:30 PM on July 2, 2024, at the Alameda County Superior Court, Department 21, located at 1225 Fallon Street, Oakland, CA 94612 before Judge Evelio Grillo. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. The Court may reschedule this hearing without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Thomas v. Center for Elders' Independence, currently pending in Alameda County Superior Court Case No. 22CV024221***, Settlement Administrator, c/o Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the website listed in this notice.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Legal Assistance for Seniors, Inc. a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**AVISO DE PENDENCIA DEL ACUERDO DE DEMANDA COLECTIVA
Y FECHA DE AUDIENCIA FINAL**

(Thomas v. Center for Elders' Independence, Tribunal Superior del Condado de Alameda, Caso N° 22CV024221)

**SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS YA SEA QUE USTED ACTÚE O NO.
POR FAVOR LEA ESTE AVISO DETENIDAMENTE.**

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:	
No hacer nada y recibir un pago	Usted no tiene que hacer nada para recibir un pago en efectivo del Acuerdo. Su Pago Individual del Acuerdo estimado es de: \$«Total_Est_PMT». Vea la explicación a continuación. Después de la aprobación final por parte del Tribunal, el pago se le enviará por correo a la misma dirección que este aviso. Si su dirección ha cambiado, por favor notifique al Administrador del Acuerdo como se explica a continuación. A cambio del pago del acuerdo, usted liberará las reclamaciones contra CEI como se detalla a continuación.
Excluirse (Optar por no participar)	Si usted desea excluirse del Acuerdo, debe enviar una solicitud de exclusión por escrito al Administrador del Acuerdo como se establece a continuación. Si usted solicita la exclusión, no recibirá dinero del Acuerdo. Las instrucciones se detallan a continuación.
Objetar	Usted puede objetar escribiendo al tribunal explicando por qué cree que el acuerdo no debería aprobarse o compareciendo ante el tribunal. Las instrucciones se proporcionan a continuación.

1. ¿Por qué recibí este Aviso?

Se ha llegado a un acuerdo propuesto de demanda colectiva (el "Acuerdo") de esta demanda pendiente en el Tribunal Superior del Estado de California, Condado de Alameda (el "Tribunal") entre la Demandante Tamika Thomas ("Demandante") y and Center for Elders' Independence ("CEI"). El Tribunal ha otorgado la aprobación preliminar del Acuerdo. **Es posible que usted tenga derecho a recibir dinero de este Acuerdo.**

Usted recibió este Aviso Colectivo porque ha sido identificado como un Miembro del Grupo, que se define como:

Todos los empleados no exentos que están o estuvieron empleados anteriormente por CEI y realizaron trabajos en California durante el período comprendido entre el 7 de diciembre de 2019 y el 20 de septiembre de 2023 ("Período del Grupo").

Este Aviso Colectivo explica la demanda, el Acuerdo y sus derechos legales. Es importante que usted lea este Aviso detenidamente ya que sus derechos pueden verse afectados por el Acuerdo.

2. ¿De qué se trata esta Demanda Colectiva?

La Demandante presentó una Demanda Colectiva contra CEI en el Tribunal Superior del Estado de California, Condado de Alameda, Caso No. 22CV024221 (la "Acción"). La segunda demanda enmendada de la Demandante afirma las siguientes reclamaciones, incluidas las propias reclamaciones individuales de la Demandante: (1) Violación del Código de Negocios y Profesiones de California § 17200 *et seq*; (2) Falta de pago de salarios mínimos en violación del Código Laboral de California §§ 1194, 1197 y 1197.1; (3) Falta de pago de salarios por horas extras en violación del Código Laboral de California §§ 510, *et seq*; (4) No proporcionar los períodos de comida requeridos en violación del Código Laboral de California §§ 226.7 y 512 y la Orden Salarial de la IWC aplicable; (5) No proporcionar los períodos de descanso requeridos en violación del Código Laboral de California §§ 226.7 y 512 y la Orden salarial de IWC aplicable; (6) Falta de pago de los salarios adeudados en violación del Código Laboral de California §§ 201, 202 y 203; (7) No proporcionar declaraciones salariales detalladas, precisas y completas, en violación del Código Laboral de California § 226; y (8) No reembolsar los gastos comerciales requeridos en violación del Código Laboral de California § 2802; (9) Violaciones a la Ley del Fiscal General Privado [Código Laboral §§ 2698 *et seq*; (10) Discriminación por motivos de

discapacidad en violación del Gobierno de California. Código §§ 12940, *et seq*; (11) No adaptarse razonablemente en violación del Código del Gobierno de California §§ 12940, *et seq*; (12) No participar en un proceso interactivo oportuno, de buena fe en violación del Código del Gobierno de California §§ 12940, *et seq*; (13) Acoso en el ambiente laboral [Ambiente de Trabajo Hostil]; (14) Represalias en violación del Código del Gobierno de California §§ 12940, *et seq*; y (15) No prevenir la discriminación y el acoso en violación al Código del gobierno de California §§ 12940, *et seq*. Por conveniencia, este documento se refiere a las reclamaciones 1 a 9 como “Reclamaciones Colectivas” y a las reclamaciones 10 a 14 como “Reclamaciones Individuales de la Demandante”.

CEI niega cualquier responsabilidad o irregularidad de cualquier tipo asociada con las reclamaciones alegadas en la Demanda, cuestiona que se adeuden los salarios, daños y sanciones reclamados por la Representante del Grupo y además sostiene que, para cualquier propósito que no sea el de llegar a un acuerdo, la Demanda no es apropiada para ser tratada como una Demanda Colectiva o Acción Representativa. CEI sostiene, entre otras cosas, que en todo momento cumplió con las leyes de California, incluidas, entre otras, el Código Laboral de California y las Órdenes Salariales de la Comisión de Bienestar Industrial (IWC).

El 20 de septiembre de 2023, las Partes llegaron a un acuerdo para resolver la demanda, incluido un acuerdo de las Reclamaciones Colectivas y un acuerdo separado de las Reclamaciones Individuales de la Demandante. El Tribunal otorgó la aprobación preliminar del Acuerdo el 1 de febrero de 2024. En ese momento, el Tribunal también aprobó preliminarmente a la Demandante para actuar como Representante del Grupo, y a las firmas de abogados JCL Law Firm, APC y Zakay Law Group, APC para actuar como Abogado del Grupo.

3. ¿Cuáles son los términos del Acuerdo?

Monto Bruto del Acuerdo. CEI ha acordado pagar un monto de Novecientos setenta mil dólares con cero centavos (\$970,000.00) (el “Monto Bruto del Acuerdo”) para financiar el Acuerdo. El Monto Bruto del Acuerdo incluye el pago de todos los Pagos Individuales del Acuerdo a los Miembros del Grupo del Acuerdo, Honorarios de Abogados, Gastos de Abogados, Costos Administrativos, el Pago PAGA y la Adjudicación por Servicios a la Demandante.

Una vez que la Sentencia sea Definitiva, CEI pagará el Monto Bruto del Acuerdo depositando el dinero al Administrador del Acuerdo. “Definitiva” significa la fecha en que la Sentencia ya no está sujeta a apelación, o si se presenta una apelación, la fecha en que se completa el proceso de apelación y se confirma la Sentencia.

Montos a Pagar del Monto Bruto del Acuerdo. El Acuerdo establece que se realizarán ciertos pagos del Monto Bruto del Acuerdo, que estarán sujetos a la Aprobación Final del Tribunal, y que se deducirán del Monto Bruto del Acuerdo antes de que se realicen los pagos del acuerdo a los Miembros del Grupo, de la siguiente manera:

- **Costos de Administración.** El monto pagado del Monto Bruto del Acuerdo al Administrador del Acuerdo para administrar el Acuerdo actualmente estimado no excede los \$9,000 para gastos, incluidos los gastos de envío de este Aviso, procesamiento de exclusiones y distribución de pagos del acuerdo.
- **Honorarios y gastos de abogados.** Una concesión de honorarios de abogados que el Tribunal autoriza a pagar a los Abogados del Grupo por los servicios que prestaron a la Demandante y al grupo del acuerdo en la demanda, que no exceda un tercio del Monto Bruto del Acuerdo, actualmente estimado en \$323,333.33 de \$970,000.00 y una indemnización por Gastos de Abogados que el Tribunal autoriza a pagar a los Abogados del Grupo por los gastos en los que han incurrido hasta por \$25,000 para todos los gastos incurridos según lo documentado en los registros de facturación de los Abogados del Grupo, ambos sujetos a la aprobación del Tribunal. Los Abogados del Grupo han estado procesando la Demanda en nombre de la Demandante y del Grupo sobre la base de honorarios de contingencia (es decir, sin haber recibido ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio.
- **Adjudicación por Servicios.** Una adjudicación por servicios por la cantidad de Cinco mil dólares (\$5,000) a la Demandante, o una cantidad menor que pueda ordenar el tribunal, para compensarla por los servicios prestados en nombre del grupo al iniciar y procesar la Acción, y por los riesgos que asumió.
- **Sanciones PAGA.** Un pago de cuarenta y ocho mil quinientos dólares (\$48,500.00) que se asignará del Monto Bruto del Acuerdo, relacionado con la reclamación de la Demandante bajo la Ley del Fiscal General Privado (“PAGA”), y el 25 % del pago (\$12,125.00) se destinará a los Empleados Agraviados (“Pago de Empleados

Agraviados”) y el 75 % del pago (\$36,375.00) destinado a la Agencia de Desarrollo del Trabajo y la Fuerza Laboral del Estado de California (“Pago LWDA”).

- Cálculo de Pagos a los Miembros del Grupo del Acuerdo. Después de que todos los pagos anteriores de los honorarios de los Abogados aprobados por el Tribunal, los gastos de los Abogados, la Adjudicación por Servicios, las Sanciones PAGA y los costos administrativos se deduzcan del Monto Bruto del Acuerdo, la porción restante, denominada "Monto Neto del Acuerdo", se distribuirá a los Miembros del Grupo que **no** soliciten la exclusión (“Miembros del Grupo del Acuerdo”). El Pago Individual del Acuerdo para cada Miembro del Grupo del Acuerdo se calculará dividiendo el Monto Neto del Acuerdo entre el número total de semanas laborales para todos los Miembros del Grupo del Acuerdo que ocurrieron durante el Período del Grupo y multiplicando el resultado por las semanas laborales individuales de cada Miembro del Grupo del Acuerdo que ocurrieron durante el Período del Grupo. Una "Semana Laboral" se define como siete (7) días consecutivos que comienzan en domingo y terminan en sábado, en los que un Miembro del Grupo está empleado y recibe cualquier forma de compensación por parte de CEI.
- Cálculo de Pagos de Sanciones PAGA a Empleados Agraviados. El Pago del Empleado Agraviado se distribuirá a los Empleados Agraviados independientemente de si se excluyen u optan por no participar. El Pago del Empleado Agraviado se dividirá entre el número total de períodos de pago trabajados por todos los Empleados Agraviados durante el Período PAGA, y luego se tomará ese número y se multiplicará por el número de períodos de pago trabajados por cada Empleado Agraviado respectivo durante el Período PAGA. “Empleados Agraviados” significa todos los empleados no exentos que están o estuvieron empleados anteriormente por CEI y realizaron trabajos en California durante el Período PAGA. El Período PAGA significa el período comprendido entre el 20 de diciembre de 2021 y el 20 de septiembre de 2023.

Si el Tribunal aprueba el Acuerdo, se le enviará automáticamente por correo un cheque por su Pago Individual del Acuerdo a la misma dirección que este Aviso Colectivo. Usted no tienes que hacer nada para recibir un pago. Si su dirección ha cambiado, debe comunicarse con el Administrador del Acuerdo para informarle de su dirección correcta para asegurarse de recibir su pago.

Asuntos Fiscales. El veinte por ciento (20 %) de cada Pago Individual del Acuerdo se asigna a salarios. Se retienen impuestos de este monto, y a cada Miembro del Grupo del acuerdo se le emitirá un formulario W-2 del IRS para dicho pago. El ochenta por ciento (80 %) de cada Pago Individual del Acuerdo se asigna a intereses, multas y otros pagos no salariales, y no se retendrá ningún impuesto, y a cada Miembro del Grupo del Acuerdo se le emitirá un Formulario 1099 del IRS para dicho pago. Además, no se retendrán impuestos de las Sanciones PAGA pagadas a los Empleados Agraviados, y a cada Empleado Agraviado se le emitirá un formulario 1099 del IRS para dicho pago. Ni los Abogados del Grupo ni los Abogados de CEI pretenden que nada de lo contenido en este Acuerdo constituya asesoramiento sobre impuestos o tributación. Es posible que usted desee consultar a un asesor fiscal sobre las consecuencias fiscales de los pagos recibidos en virtud del Acuerdo.

Sin crédito para Planes de Beneficios. Los Pagos Individuales del Acuerdo y los Pagos de los Empleados Agraviados realizados a los Miembros del Grupo del Acuerdo y/o a los Empleados Agraviados en virtud de este Acuerdo de conciliación, así como cualquier otro pago realizado de conformidad con este Acuerdo de conciliación, no se utilizarán para calcular ningún beneficio adicional en virtud de ningún plan de beneficios para cuales los Miembros del Grupo pueden ser elegibles, incluidos, entre otros, planes de participación en las ganancias, planes de bonificación, planes 401(k), planes de compra de acciones, planes de vacaciones, planes de licencia por enfermedad, planes PTO y cualquier otro plan de beneficios. Más bien, la intención de las Partes es que este Acuerdo de Conciliación no afecte ningún derecho, contribución o cantidad a la que cualquier Miembro del Grupo pueda tener derecho en virtud de cualquier plan de beneficios.

Condiciones del Acuerdo. Este Acuerdo está condicionado a que el Tribunal emita una orden que otorgue la Aprobación Final del Acuerdo y dicte Sentencia.

4. ¿Qué libero yo según el acuerdo?

Reclamaciones Colectivas Liberadas. Tras la emisión de una Sentencia Definitiva y la financiación total del Monto Bruto del Acuerdo por parte de CEI, la Demandante y los Miembros del Grupo del Acuerdo liberarán a las Partes Liberadas todas las Reclamaciones Colectivas Liberadas que ocurrieron durante el Período del Grupo. Reclamaciones Colectivas

Liberadas significa todas las reclamaciones colectivas alegadas en la Demanda Operativa de la Acción que ocurrieron durante el Período del Grupo, y excluyendo expresamente todas las demás reclamaciones, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, seguro de desempleo, discapacidad, seguridad social, compensación laboral, y reclamaciones colectivas fuera del Período del Grupo. Las Reclamaciones PAGA Liberadas se liberarán de la siguiente manera. A partir de la Fecha de Entrada en Vigor del Acuerdo y una vez que CEI financie en su totalidad el Monto Bruto del Acuerdo, la Demandante, en nombre de la LWDA y el Estado de California, liberará todas las Reclamaciones PAGA Liberadas, independientemente de si optaron por no participar en el Acuerdo Colectivo y estará sujeto a esta Liberación PAGA (la “Liberación PAGA”). “Reclamaciones PAGA Liberadas” significa todas las reclamaciones PAGA alegadas en el aviso PAGA enmendado de la Demandante a la LWDA que ocurrieron durante el Período PAGA, y excluyendo expresamente todas las demás reclamaciones, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, seguro de desempleo, discapacidad, seguridad social, trabajadores, compensación y reclamaciones PAGA fuera del Período PAGA. “Partes Exentas” significa CEI, incluidas las matrices corporativas pasadas, presentes y futuras, subsidiarias, afiliadas, entidades relacionadas, sucesores y cesionarios, y todos los directores, funcionarios, empleados y socios actuales y anteriores de Center for Elders' Independence, Inc., agentes, representantes y abogados y todas las personas que actúen bajo, por, o en concierto con cualquiera de ellos.

Esto significa que, si usted no se excluye oportuna y formalmente del acuerdo, no puede demandar, continuar demandando ni ser parte de ninguna otra demanda contra CEI por las reclamaciones resueltas por este Acuerdo. También significa que todas las órdenes del Tribunal en esta Acción se aplicarán a usted y lo vincularán legalmente.

5. ¿De cuánto será mi pago?

Los registros de CEI reflejan que usted tiene «Workweeks» Semanas Laborales trabajadas durante el Período del Grupo (7 de diciembre de 2019 al 20 de septiembre de 2023).

Según esta información, su Pago Individual del Acuerdo estimado es \$«Est_Class_PMT».

Los registros de CEI reflejan que usted tiene «Pay_Periods» Períodos de pago trabajados durante el Período PAGA (20 de diciembre de 2021 al 20 de septiembre de 2023).

Según esta información, su Pago Estimado de Empleado Agraviado es de \$«Est_PAGA_PMT».

Si usted desea Impugnar la información establecida anteriormente, debe presentar una disputa escrita y firmada impugnando la información junto con documentos que lo respalden al Administrador del Acuerdo a la dirección proporcionada en este Aviso a más tardar el 15 de abril de 2024.

6. ¿Cómo puedo obtener un pago?

Para obtener dinero del Acuerdo usted no necesita hacer nada. Se le enviará automáticamente un cheque por el pago de su liquidación a la misma dirección que este Aviso. Si su dirección es incorrecta o ha cambiado, usted debe notificar al Administrador del Acuerdo. El Administrador del Acuerdo es: Apex Class Action, LLC.

El Tribunal celebrará una audiencia el 2 de julio de 2024 para decidir si aprueba finalmente el Acuerdo. Si el Tribunal aprueba el Acuerdo y no hay objeciones ni apelaciones, los pagos se enviarán por correo unos meses después de esta audiencia. Si hay objeciones o apelaciones, resolverlas puede llevar tiempo, quizás más de un año. Por favor sea paciente. Después de dictar la Sentencia, el Administrador del Acuerdo notificará a los Miembros del Grupo sobre la Sentencia Definitiva publicando una copia de la Sentencia en el sitio web del administrador en www.apexclassaction.com/cei.

7. ¿Qué pasa si no quiero ser parte del Acuerdo?

Si usted no desea participar en el Acuerdo, puede Excluirse del Acuerdo u “Optar por no participar”. **Si usted opta por no participar, NO recibirá dinero del Acuerdo y no estará obligado por sus términos, excepto lo dispuesto a continuación.** Independientemente de si usted se Excluye del Acuerdo u “Opta por no participar”, estará obligado por la Liberación PAGA, se considerará que ha renunciado a las Reclamaciones PAGA Liberadas y recibirá una parte del Pago del Empleado Agraviado.

Para optar por no participar, usted debe enviar al Administrador del Acuerdo, por correo de primera clase, una solicitud de exclusión escrita, firmada y fechada con matasellos a más tardar el 15 de abril de 2024. La dirección del Administrador

del Acuerdo es Apex Class Action LLC, PO Box 54668, Irvine, CA 92619. La solicitud de exclusión debe indicar básicamente que el Miembro del Grupo ha leído el Aviso Colectivo y que desea ser Excluido del Acuerdo de la Demanda Colectiva titulada *Thomas v. Center for Elders' Independence*, actualmente pendiente en el Tribunal Superior de Alameda, Caso No. 22CV024221. La solicitud de Exclusión debe contener su nombre, dirección, firma y los últimos cuatro dígitos de su Número de Seguro Social para fines de verificación. La solicitud de Exclusión debe estar firmada por usted. Ninguna otra persona puede Excluirse (Optar por no participar) a nombre de un Miembro del Grupo.

Las solicitudes de Exclusión por escrito que tengan matasellos posterior al 15 de abril de 2024, o que estén incompletas o sin firmar serán rechazadas, y esos Miembros del Grupo seguirán obligados por el Acuerdo y la liberación descrita anteriormente.

8. ¿Cómo le digo al Tribunal que me gustaría Objetar el Acuerdo?

Cualquier Miembro del Grupo que no haya optado por no participar y crea que el Tribunal no debería aprobar el Acuerdo de forma definitiva por cualquier motivo, puede Objetar el Acuerdo propuesto. Las Objeciones pueden realizarse por escrito e indicar el nombre del Miembro del Grupo, dirección actual, número de teléfono y describir por qué cree que el Acuerdo es injusto y si tiene intención de comparecer en la Audiencia de Aprobación Final. Todas las Objeciones escritas u otra correspondencia también deben indicar el nombre y el número del caso, que es ***Thomas v. Center for Elders' Independence, del Tribunal Superior del Condado de Alameda, Caso N.º 22CV024221***. Usted también puede Objetar sin presentar una objeción por escrito al presentarse en la Audiencia de Aprobación Final programada como se describe en la Sección 9 a continuación.

Para Objetar el Acuerdo, usted no puede optar por no participar. Si el Tribunal aprueba el Acuerdo, usted estará obligado por los términos del Acuerdo de la misma manera que los Miembros del Grupo que no se opongan. Cualquier Miembro del Grupo que no Objete en la forma prevista en este Aviso Colectivo habrá renunciado a cualquier objeción al Acuerdo, ya sea mediante apelación o de otro modo.

Las Objeciones por escrito deben entregarse o enviarse por correo al Administrador del Acuerdo a más tardar el 15 de abril de 2024. La dirección del Administrador del Acuerdo es PO Box 54668, Irvine, CA 92619.

Las direcciones de los Abogados de las Partes son las siguientes:

Abogados del Grupo:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
Correo electrónico:
jlapuyade@jcl-lawfirm.com

Abogados del Grupo:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-8291
Correo electrónico:
shani@zakaylaw.com

Abogados de CEI:

Erin R. Ezra, Esq.
Walker Macon, Esq.
Berger Kahn, A Law Corporation
1 Spectrum Pointe Dr., Suite 340
Lake Forest, CA 92630
Tel.: (949) 614-0100
Fax: (949) 771-1922
Correo electrónico:
eezra@bergerkahn.com
Correo electrónico:
wmacon@bergerkahn.com

9. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?

El Tribunal celebrará una Audiencia de Aprobación Final a la 1:30 p.m. del 2 de julio de 2024, en el Tribunal Superior del Condado de Alameda, Departamento 21, ubicado en 1225 Fallon Street, Oakland, CA 94612 ante el Juez Evelio Grillo. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado. El propósito de esta audiencia es que el Tribunal determine si otorga la Aprobación Final al Acuerdo. Si hay objeciones, el Tribunal las considerará. El Tribunal escuchará a las personas que hayan presentado una solicitud escrita oportuna para hablar en la audiencia o que comparezcan a la audiencia para objetar. El Tribunal puede reprogramar esta audiencia sin previo aviso. **No es necesario que usted asista** a la Audiencia de Aprobación Final, aunque cualquier Miembro del Grupo puede asistir a la audiencia.

10. ¿Cómo obtengo más información sobre el Acuerdo?

Usted puede llamar al Administrador del Acuerdo al 1-800-355-0700 o escribirle al Administrador del Acuerdo, c/o Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, haciendo referencia a ***Thomas v. Center for Elders' Independence***, actualmente pendiente en el Tribunal Superior del Condado de Alameda, Caso N° 22CV024221,

Este aviso resume el acuerdo propuesto. Más detalles se encuentran en el Acuerdo de Conciliación. Usted puede recibir una copia del Acuerdo de Conciliación, la Sentencia Definitiva u otros documentos del Conciliación escribiendo a JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 o visitando el sitio web que aparece en este aviso.

POR FAVOR NO LLAME AL TRIBUNAL SOBRE ESTE AVISO.

IMPORTANTE:

- Usted debe informar al Administrador del Acuerdo sobre cualquier cambio de dirección para garantizar la recepción de su pago del Acuerdo.
- Los cheques de liquidación serán nulos y sin efecto 180 días después de su emisión si no se depositan o cobran. En tal caso, el Administrador del Acuerdo deberá pagar todos los fondos de dichos cheques no cobrados a Legal Assistance for Seniors, Inc. a Cy Pres. Si su cheque se pierde o se extravía, debe comunicarse con el Administrador del Acuerdo de inmediato para solicitar un reemplazo.