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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

NOV 04 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

RITA RAY, individually, and on behalf of others  
similarly situated,

Plaintiff,

vs.

FAMILIES TOGETHER OF ORANGE  
COUNTY, a California Nonprofit Corporation;  
and DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2023-01324555-CU-OE-CXC  
[consolidated with Case No. 30-2023-  
01336054-CU-OE-CJC]

Honorable William D. Claster  
Department CX101

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

Date: November 1, 2024  
Time: 9:00 a.m.  
Dept.: CX101

Complaint Filed: May 8, 2023  
Trial Date: Not Set

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[THIRD REVISED ~~PROPOSED~~] ORDER

On November 1, 2024, 2024, at 9:00 a.m. in Department CX101 of the above-captioned Court located at the Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, California 92701, Plaintiff Rita Ray’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable William D. Claster. Blackstone Law, APC appeared on behalf of Plaintiff and Littler Mendelson, P.C. appeared on behalf of Defendant Families Together of Orange County (“Defendant”).

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

**IT IS HEREBY ORDERED THAT:**

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 2 to the Declaration of Jonathan M. Genish in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys’ Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration

1 Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the  
2 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could  
3 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery  
4 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement  
5 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable  
6 when balanced against the probable outcome of further litigation relating to certification, liability, and  
7 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

8 5. The Court concludes that, for settlement purposes only, the proposed Class meets the  
9 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)  
10 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;  
11 (b) common questions of law and fact predominate, and there is a well-defined community of interest  
12 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's  
13 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately  
14 protect the interests of the members of the Class; (e) a class action is superior to other available  
15 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as  
16 counsel for Plaintiff in her individual capacity and as the representative of the Class.

17 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as  
18 follows:

19 All current and former hourly-paid or non-exempt employees who worked for  
20 Defendant in the State of California at any time during the Class Period.

21 (The Class Period is defined as the period from May 8, 2019, through November 1,  
22 2024, unless Defendant decides to cap the release period at an earlier date pursuant  
23 to Paragraph 13 of the Settlement Agreement<sup>1</sup>)

24 7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke,  
25 Alexander K. Spellman, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for  
26 the Class ("Class Counsel").

27 8. The Court provisionally appoints Plaintiff Rita Ray as the representative of the Class

28 <sup>1</sup> If Defendant opts for an alternative release period end date, the Parties shall inform the Court accordingly, and shall  
amend the class notice with the updated class period.

WPC

1 (“Class Representative”).

2 9. The Court provisionally appoints Apex Class Action LLC to handle the administration  
3 of the Settlement (“Settlement Administrator”).

4 10. Within thirty (30) calendar days after entry of this Order, Defendant will provide the  
5 Settlement Administrator with the Class List as defined in the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class Action Settlement  
7 (“Class Notice”) attached hereto as **Exhibit 1**, the Opt-Out form attached hereto as **Exhibit 2**, and the  
8 Workweek Dispute form attached hereto as **Exhibit 3** (the Class Notice, Opt-Out form, and Workweek  
9 Dispute form shall be referred to collectively as the “Notice Packet”). The Notice Packet shall be  
10 provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that  
11 the Class Notice appears to fully and accurately inform the Class Members of all material elements of  
12 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a  
13 Request for Exclusion (Opt-Out), of Class Members’ right to dispute the Workweeks and/or Pay  
14 Periods credited to each of them by submitting a Workweeks Dispute, and of each Settlement Class  
15 Member’s right and opportunity to object to the Class Settlement by submitting a Notice of Objection  
16 to the Settlement Administrator. The Court further finds that distribution of the Notice Packet  
17 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all  
18 other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process  
19 and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders  
20 the Settlement Administrator to mail the Notice Packet in English and Spanish by First-Class U.S.  
21 Mail to all Class Members within seven (7) calendar days of receipt of the Class List, pursuant to the  
22 terms set forth in the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the  
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
25 choose to be excluded from the Class Settlement by submitting an Opt-Out in conformity with the  
26 requirements set forth in the Class Notice, to the Settlement Administrator, by mail, postmarked on or  
27 before the date that is forty-five (45) calendar days from the initial mailing of the Notice Packet by the  
28 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed

1 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original  
2 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded  
3 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not  
4 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.  
5 Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be  
6 issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.  
7 Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class  
8 Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

9 13. A Final Approval Hearing shall be held before this Court on March 28, 2025 at 9:00  
10 a.m. in Department CX101 of the Orange County Superior Court, located at 751 West Santa Ana  
11 Boulevard, Santa Ana, California 92701, to determine all necessary matters concerning the Settlement,  
12 including: whether the proposed settlement of the action on the terms and conditions provided for in  
13 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether  
14 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation  
15 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members  
16 and PAGA Employees; and determine whether to approve the requests for the Attorneys' Fees and  
17 Costs, Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA  
18 Amount.

19 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
20 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the  
21 appropriate declarations and supporting evidence, including the Settlement Administrator's  
22 declaration, by March 25, 2025, to be heard at the Final Approval Hearing.

23 15. To object to the Class Settlement in writing, a Settlement Class Member must submit  
24 a Notice of Objection in conformity with the requirements set forth in the Class Notice, to the  
25 Settlement Administrator, by mail, postmarked on or before the Response Deadline. Settlement Class  
26 Members, individually or through counsel, may also present their objection orally at the Final  
27 Approval Hearing, regardless of whether they have submitted a Notice of Objection.

28 16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder

1 shall be construed as a concession or admission by Defendant in any way that the claims asserted have  
2 any merit or that this Action was properly brought as a class or representative action, and shall not be  
3 used as evidence of, or used against Defendant as an admission or indication in any way, including  
4 with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect  
5 to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,  
6 neither the Agreement, nor any exhibit, document, statement, proceeding or conduct related to the  
7 Settlement or Agreement, nor any reports or accounts thereof, shall in any event be construed as,  
8 offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to  
9 the Defendant, including, but not limited to, evidence of a presumption, concession, indication or  
10 admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

11 17. In the event the Settlement does not become effective in accordance with the terms of  
12 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails  
13 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and  
14 the parties shall revert back to their respective positions as of before entering into the Settlement  
15 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible  
16 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

17 18. The Court reserves the right to adjourn or continue the date of the Final Approval  
18 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
19 Members and retains jurisdiction to consider all further applications arising out of or connected with  
20 the Settlement.

21 **IT IS SO ORDERED.**

22  
23 Dated: 11-4-24

24 William D. Claster  
25 The Honorable William D. Claster  
26 Judge of the Superior Court  
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1 EXHIBIT 1

2 **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

3 *Rita Ray v. Families Together of Orange County*

4 Superior Court of California for the County of Orange, Case Nos. 30-2023-01324555-CU-OE-

5 CXC;

6 30-2023-01336054-CU-OE-CJC

7 **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

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

10 **YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between  
11 Plaintiff Rita Ray ("Plaintiff") and Defendant Families Together of Orange County ("Defendant") (Plaintiff  
12 and Defendant are collectively referred to as the "Parties") in the case entitled *Rita Ray v. Families Together*  
13 *of Orange County*, Orange County Superior Court, Case No Case Nos. 30-2023-01324555-CU-OE-CXC; 30-  
14 2023-01336054-CU-OE-CJC("Action"), which may affect your legal rights. On November 1, 2024, the Court  
15 granted preliminary approval of the settlement and scheduled a hearing on March 28, 2025 at 9:00 a.m. ("Final  
16 Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

17 **I. IMPORTANT DEFINITIONS**

18 "Class" or "Class Member" means all current and former hourly-paid or non-exempt employees who worked  
19 for Defendant within the State of California at any time during the Class Period.

20 "Class Period" means the period from May 8, 2019 through November 1, 2024.

21 "Class Settlement" means the settlement and resolution of all Released Class Claims.

22 "PAGA Employees" means all current and former hourly-paid or non-exempt employees who worked for  
23 Defendant within the State of California at any time during the PAGA Period.

24 "PAGA Period" the period from May 8, 2022 through November 1, 2024.

25 "PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

26 **II. BACKGROUND OF THE ACTION**

27 On May 8, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency  
28 ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were  
violated ("PAGA Letter"). On May 8, 2023, Plaintiff commenced a putative class action lawsuit by filing a  
Class Action Complaint for Damages in the Orange County Superior Court, Case No. 30-2023-01324555-CU-  
OE-CXC ("Class Action Complaint"). On July 12, 2023, Plaintiff filed a Complaint Enforcement Action  
Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. in the Orange County  
Superior Court, Case No. 30-2023-01336054-CU-OE-CJC ("PAGA Complaint"), alleging a single a cause of  
action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et*  
*seq.* ("PAGA"). The Class Action Complaint, the PAGA Complaint, and the PAGA Letter shall be referred to  
collectively as the "Action."

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal  
and rest breaks and associated premiums, timely pay wages upon termination of employment and associated  
waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby  
engaged in unfair business practices in violation of the California Business and Professions Code section  
17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things,

1 recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution,  
penalties, interest, and attorneys' fees and costs.

2 Defendant strongly denies all of the allegations in the Action, that it violated any law, or that it failed to pay  
3 any wages and contends it complied with all applicable laws.

4 The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached  
a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement  
5 ("Settlement" or "Settlement Agreement").

6 On November 1, 2024, the Court entered an order preliminarily approving the Settlement. The Court has  
appointed Apex Class Action Administration as the administrator of the Settlement ("Settlement  
7 Administrator"), Plaintiff Rita Ray as representative of the Class ("Class Representative"), and the following  
8 Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

9 Jonathan M. Genish, Esq.  
Barbara DuVan-Clarke, Esq.  
10 Alexander K. Spellman, Esq.  
P.J. Van Ert, Esq.  
11 Annabel Blanchard, Esq.  
Blackstone Law, APC  
12 8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
13 Tel: (310) 622-4278 / Fax: (855) 786-6356

14 The Court has not yet decided whether to grant final approval. 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  
15 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  
16 whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class  
Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

17 If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you  
18 have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an  
Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA  
19 Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are  
a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not  
20 have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be  
bound to the PAGA Settlement if the Court grants final approval of the Settlement.

21 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement  
22 is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that  
Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and  
23 their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of  
continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class  
24 Members, the State of California, and PAGA Employees.

25 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

26 **A. Settlement Formula**

27 The total gross settlement amount is eight hundred thousand dollars (\$800,000.00) (the "Gross Settlement  
Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is  
28 referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount  
less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not



1 to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$280,000.00 if the Gross Settlement  
2 Amount is \$800,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed forty  
3 thousand dollars (\$40,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed seven  
4 thousand five hundred dollars (\$7,500.00) to Plaintiff for her services in the Action; (3) the amount of seventy-  
5 five thousand dollars (\$75,000.00) allocated toward civil penalties under the Private Attorneys General Act  
6 (“PAGA Amount”), of which the LWDA will be paid 75% (\$56,250.00) (“LWDA Payment”) and the  
7 remaining 25% (\$18,750.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4)  
8 Settlement Administration Costs in an amount not to exceed eight thousand five hundred dollars (\$8,500.00)  
9 to Apex Class Action Administration (“Settlement Administrator”).

6 Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net  
7 Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked  
8 for Defendant as an hourly-paid or non-exempt employee in California during the Class Period  
9 (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of  
10 all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual  
11 Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each  
12 Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below).  
13 Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”)  
14 will be issued their final Individual Settlement Payment.

11 Each Individual Settlement Share will be allocated as thirty percent (30%) as wages, which will be reported  
12 on an IRS Form W-2, and seventy percent (70%) as penalties, interest, and non-wage damages, which will be  
13 reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction  
14 for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual  
15 Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement  
16 Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual  
17 Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross  
18 Settlement Amount.

16 PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the  
17 PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA  
18 Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA  
19 Period (“Pay Periods”). The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of  
20 the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiplied  
21 each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s  
22 Individual PAGA Payment.

20 Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject  
21 to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

22 If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to  
23 Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address  
24 that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not  
25 correct, or if you move after you receive this Class Notice, you must provide your correct mailing  
26 address to the Settlement Administrator as soon as possible to ensure you receive any payment that you  
27 may be entitled to under the Settlement.**

26 **B. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendant’s Records**

27 According to Defendant’s records:

- 28
- From May 8, 2019 through November 1, 2024 (i.e., the Class Period), you are credited as having worked [  ] Workweeks.
  - From May 8, 2022 through November 1, 2024 (i.e., the PAGA Period), you are credited as having

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**worked [redacted] Pay Periods**

If you wish to dispute the Workweeks/Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Class Action (*Ray v. Families Together of Orange County*, Orange County Superior Court Case No. 30-2023-01324555-CU-OE-CXC); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; (d) include support for your challenge by sending copies of pay stubs or other records; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before** [Response Deadline].

The Settlement Administrator will accept Defendant’s calculation of Workweeks based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Settlement Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

**C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

**D. Release of Claims**

Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Class Action Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for the Released Parties’ alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, and

1 reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203,  
2 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare  
3 Commission Wage Orders, including *inter alia*, Wage Order 4-2001, and all claims for attorneys' fees and  
4 costs and statutory interest in connection therewith, California Business and Professions Code sections 17200,  
5 *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members. This  
6 further includes any and all other claims under California common law, the California Labor Code, California  
7 Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or  
8 that could have been alleged under the facts, allegations and/or claims pleaded in the Class Action Complaint.

9 "Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA  
10 Letter and/or in the PAGA Complaint, arising during the PAGA Period, for civil penalties under the Private  
11 Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys'  
12 fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide  
13 compliant meal and rest periods and associated premium payments, timely pay wages during employment and  
14 upon termination, provide complaint wage statements, and reimburse necessary business-related expenses in  
15 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197,  
16 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage  
17 Order 4-2001.

18 "Released Parties" means Defendant and all of Defendant's past and present subsidiaries, affiliates  
19 shareholders, members, agents, predecessors, successors, acquirers, parent, officers, directors, shareholders,  
20 employees, agents, principals, representatives, accountants, auditors, consultants, insurers and reinsurers and  
21 assigns.

22 **E. Attorneys' Fees and Costs to Class Counsel**

23 Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross  
24 Settlement Amount (i.e., \$280,000.00 if the Gross Settlement Amount is \$800,000.00) and reimbursement of  
25 litigation costs and expenses in an amount not to exceed forty thousand dollars (\$40,000.00) (collectively,  
26 "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the  
27 Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on  
28 behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being  
paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of seven thousand five hundred dollars (\$7,500.00) ("Enhancement Payment"),  
in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the  
Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in  
addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the  
Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed eight thousand five hundred dollars  
(\$8,500.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration  
process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing  
Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement  
Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax  
forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the  
Court.

1 **IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

2 **A. Participate in the Settlement**

3 **If you want to participate in the Class Settlement and receive money from the Class Settlement, you do**  
4 **not have to do anything.** You will automatically be included in the Class Settlement and issued your  
Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

5 Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the  
6 Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by  
the Court based thereon, and you will release the Released Class Claims against the Released Parties as  
described in Section III.D above.

7 If you are a PAGA Employee and if the Court grants final approval of the Settlement, you will automatically  
8 be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be  
9 bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon,  
and you will release the Released PAGA Claims against the Released Parties as described in Section III.D  
above.

10 As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the  
11 payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event  
you will be responsible for your own attorney's fees and expenses.

12 **B. Request Exclusion from the Class Settlement**

13  
14 Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for  
Exclusion") to the Settlement Administrator, at the following address:

15 Apex Class Action LLC  
16 [Mailing Address]

17 A Request for Exclusion must: (a) contain the case name and number of the Class Action (*Ray v. Families*  
18 *Together of Orange County*, Orange County Superior Court Case No. 30-2023-01324555-CU-OE-CXC); (b)  
contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security  
19 number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by  
mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response**  
**Deadline]**.

20 If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request  
21 for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement  
(and the release of Released Class Claims described in Section III.D above), and will not have any right to  
22 object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid  
Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class  
23 Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any  
judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA  
24 Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued  
an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

25 **C. Object to the Class Settlement**

26 You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting  
a written objection ("Notice of Objection") to the Settlement Administrator.

27 The Notice of Objection must: (a) contain the case name and number of the Class Action (*Ray v. Families*  
28 *Together of Orange County*, Orange County Superior Court Case No. 30-2023-01324555-CU-OE-CXC); (b)  
contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security

1 number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for  
2 such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based;  
3 and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B  
4 above, postmarked **on or before [Response Deadline]**.

5 You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether  
6 you have submitted a Notice of Objection.

7  
8 **D. Need to Promptly Cash Payment Checks**

9 The front of every check issued for Individual Class Payments will show the date when the check expires (the  
10 void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies  
11 will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the money  
12 represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the  
13 State Controller's Unclaimed Property Fund for instructions on how to retrieve your money.

14 **V. FINAL APPROVAL HEARING**

15 The Court will hold a Final Approval Hearing in Department CX104 of the Orange County Superior Court,  
16 located at Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, California 92701, on March 28,  
17 2025, at 9:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and  
18 adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel,  
19 Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.  
20 The Final Approval Hearing may be continued without further notice to the Class Members and PAGA  
21 Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if  
22 you wish to.

23 Unless ordered otherwise by the court, remote appearances for Civil Unlimited and Complex will be conducted  
24 via Zoom through the court's online check-in process available through the court's website at  
25 <https://www.occourts.org/media-relations/civil.html>.

26 It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is  
27 also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed  
28 that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will  
not release any claims against Defendant.

19 **VI. ADDITIONAL INFORMATION**

20 The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the  
21 Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on  
22 file with the Court.

23 You may view the Settlement Agreement and other documents filed in the Action by going to the following  
24 website: <https://www.occourts.org/online-services/case-access>

25 For more information, you can contact the Settlement Administrator listed below, go to the Administrator's  
26 website at [redacted];

27 Settlement Administrator:

28  
Apex Class Action, LLC  
[Mailing Address]  
[Telephone]  
[Email address]

1 PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR  
2 INFORMATION REGARDING THIS SETTLEMENT.  
3 IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT  
4 THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS  
5 COUNSEL.  
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1 EXHIBIT 2

2 REQUEST FOR EXCLUSION FROM CLASS (OPT OUT) FORM

3 Rita Ray v. Families Together of Orange County

4 Orange County Superior Court Case Nos. 30-2023-01324555-CU-OE-CXC;

5 30-2023-01336054-CU-OE-CJC

6 This is NOT a Claim Form. DO NOT use this Form if you wish to remain part of the Class Action Settlement. You must ONLY complete this form if you do not wish to be part of (exclude yourself from) the Class Action Settlement.

7 I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

8  
9 By signing and returning this form, I confirm that I DO NOT want to be included in the Settlement of the class action lawsuit referenced above. I understand that by opting out, I am giving up my right to receive any payment under the Settlement except my portion, if any, of the civil penalties that are allocated in the Settlement of the California Labor Code Private Attorneys General Act of 2004 ("PAGA") claim alleged by Plaintiff in the above-referenced Action. By opting out, I understand that I retain all the claims and the right to file my own individual lawsuit against Families Together of Orange County. Even if I opt out, I will still be bound by the PAGA portion of this Settlement. By providing the following information, I affirm that I want to be excluded from (opt out of) this class:

10 Name (First/Middle/Last):

11 Street Address:

12 City/State/Postal Code:

13 Telephone: ( ) -

14 Signature:

15 Date:

16 This form must be postmarked to the Settlement Administrator NO LATER THAN [Response Deadline], at the address below, or else you will lose your right to exclude yourself or opt out.

17 Mail: Ray v. Families Together of Orange County, c/o Apex Class Action, LLC, 18 Technology Drive, Suite 164, Irvine, CA 92618.

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**EXHIBIT 3**

**WORKWEEKS DISPUTE**

*Rita Ray v. Families Together of Orange County*  
Orange County Superior Court Case Nos. 30-2023-01324555-CU-OE-CXC;  
30-2023-01336054-CU-OE-CJC

Your individual payment is calculated based on the number of workweeks you worked in a non-exempt/hourly position in California for Families Together of Orange County during the time period covered by the settlement. You can find more details and your total number of workweeks in the Class Notice. If you think that your total number of workweeks is wrong, please provide the information below.

INSTRUCTIONS: If you wish to dispute the number of Workweeks credited to you in the accompanying notice, please complete this form. **THIS IS NOT A CLAIM FORM.**

If you dispute the number of Workweeks you have been credited with, you must complete this form and send the signed form no later than [Response Deadline] to Ray v. Families Together of Orange County, et al., c/o Apex Class Action, LLC, 18 Technology Drive, Suite 164, Irvine, CA 92618.

1) NAME: \_\_\_\_\_

2) ADDRESS: \_\_\_\_\_

3) TELEPHONE NUMBER: \_\_\_\_\_

4) LAST FOUR OF YOUR SOCIAL SECURITY NUMBER AND/OR EMPLOYEE IDENTIFICATION NUMBER: \_\_\_\_\_

5) DATES OF EMPLOYMENT WITH COMPANY: \_\_\_\_\_

6) WHAT DO YOU CONTEND IS THE CORRECT NUMBER OF WORKWEEKS YOU SHOULD BE CREDITED WITH?

7) DESCRIBE THE BASIS OF YOUR DISPUTE, AND PLEASE ATTACH ANY DOCUMENTATION YOU HAVE TO SUPPORT YOUR CONTENTION. YOU MAY ENCLOSE ADDITIONAL PAGES.

I, \_\_\_\_\_, declare that all of the above is true and correct.  
(Print Name)

Signature of Class Member: \_\_\_\_\_ Date: \_\_\_\_\_