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10 IEASHA PETERS, individually and on behalf of  
11 others similarly situated, and JIMMY QUEVEDO,  
12 individually, on behalf of others similarly situated  
13 and aggrieved employees pursuant to the California  
14 Private Attorneys General Act  
15 (Additional Counsel on Following Page)

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF LOS ANGELES**

18 BRITTNI AGHEDO and IEASHA PETERS,  
19 individually and on behalf of others similarly  
20 situated, and JIMMY QUEVEDO, individually,  
21 on behalf of others similarly situated and  
22 aggrieved employees pursuant to the California  
23 Private Attorneys General Act

24 Plaintiff,

25 vs.

26 VILLA ESPERANZA SERVICES, a California  
27 501(c)(3) non-profit organization; and DOES 1  
28 through 25, inclusive,

Defendants.

**FILED**  
Superior Court of California  
County of Los Angeles  
07/02/2025  
David W. Slayton, Executive Officer / Clerk of Court  
By: L. M Greené Deputy

Case No. 23STCV27362

*Assigned for All Purposes to the Honorable  
Carolyn B. Kuhl, Dept. SS-12*

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

Complaint Filed: November 6, 2023  
FAC Filed: March 13, 2025

1 **[PROPOSED] ORDER**

2 On July 2, 2025, at 10:00 a.m. in Department SS-12 H of the above-captioned Court located at  
3 312 N. Spring Street, Los Angeles, California 90012, Plaintiffs Brittni Aghedo, Ieasha Peters, and Jimy  
4 Quevedo (“Plaintiffs”) Motion for Preliminary Approval of Class Action and PAGA Settlement came on  
5 for hearing before the Honorable Carolyn B. Kuhl. Blackstone Law, APC and Haines Law Group, APC  
6 appeared on behalf of Plaintiffs and Berger Kahn appeared on behalf of Defendant Villa Esperanza  
7 Services, Inc. (“Defendant”).

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

11 **IT IS HEREBY ORDERED THAT:**

12 Plaintiffs request that the Court enter an Order:

13 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
14 Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 2 to the Declaration of Karen  
15 I. Gold in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.  
16 Upon review, this Court has determined that the Settlement falls within the range of fair, adequate, and  
17 reasonable resolutions of these matters.

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

21 3. The Settlement appears to be fair, adequate, and reasonable. The Court finds that extensive  
22 investigation and research have been conducted such that counsel for the parties were able to reasonably  
23 evaluate their respective positions, and that the Settlement will avoid substantial additional costs and the  
24 delay and risks of further prosecution of the case. The Court further finds that the Settlement was reached  
25 as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in  
26 good faith.

27 4. The Court preliminarily finds that the Settlement, including the allocations for the Class  
28 Counsel’s Attorneys’ Fees and Costs, Enhancement Payments, LWDA Payment, Settlement

1 Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided  
2 for in the Settlement Agreement, appears to be within the range of reasonableness of a settlement that  
3 could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary  
4 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary  
5 settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and  
6 reasonable when balanced against the risks of further litigation relating to certification, liability, and  
7 damages 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) the  
10 Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b)  
11 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) Plaintiffs' claims  
13 are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the  
14 interests of the members of the Class; (e) a class action is superior to other available methods for the  
15 efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiffs  
16 in their individual capacities and as the representatives.

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

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

21               (Class Period is defined as the period from November 6, 2019 through December 3, 2024)

22         7.       The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour,  
23 Noam Y. Reiffman, and Marissa A. Mayhood of Blackstone Law, APC and Paul K. Haines and Sean M.  
24 Blakely of Haines Law Group, APC as counsel for the Class ("Class Counsel").

25         8.       The Court provisionally appoints Plaintiffs Brittni Aghedo, Ieasha Peters, and Jimy  
26 Quevedo as the representatives of the Class ("Class Representatives").

27         9.       The Court provisionally appoints Apex Class Action, LLC to handle the administration of  
28 the Settlement ("Settlement Administrator").

1           10.     Within fourteen (14) calendar days of entry of the order of Preliminary Approval,  
2 Defendant will provide the Settlement Administrator with the following information for each Class  
3 Member: (1) full name; (2) last known mailing address; (3) Social Security number; and (4) dates worked  
4 for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement  
5 Administrator to calculate the Workweeks and PAGA Workweeks (collectively referred to as the “Class  
6 List”).

7           11.     The Court approves, both as to form and content, the Notice of Class & Representative  
8 Action Settlement (“Class Notice”) attached hereto as **Exhibit A**. The Class Notice shall be provided to  
9 Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice  
10 appears to fully and accurately inform the Class Members of all material elements of the Settlement, of  
11 Class Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion,  
12 of Class Members’ right to dispute the Workweeks credited to each of them by submitting a Workweeks  
13 Dispute, and of each Settlement Class Member’s right and opportunity to object to the Class Settlement  
14 by submitting a Notice of Objection to the Settlement Administrator. The Court further finds that the  
15 Class Notice will be addressed to the name of each Class Member. The Court further finds that  
16 distribution of the Class Notice substantially in the manner and form set forth in the Settlement  
17 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order,  
18 meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled  
19 thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class  
20 U.S. Mail in English, Spanish, and Tagalog to all Class Members no later than seven (7) calendar days  
21 of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

22           12.     The Court hereby preliminarily approves the proposed procedure, set forth in the  
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose  
24 to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the  
25 requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before the  
26 date that is forty-five (45) calendar days after the initial mailing of the Class Notice by the Settlement  
27 Administrator to Class Members (“Response Deadline”). In the event that a Class Notice is re-mailed to  
28 a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar

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

8 13. A Final Approval Hearing shall be held before this Court on PI CHA FOGI / 10/1/24 at  
9 \_\_\_\_\_ a.m./p.m. in Department SS-12 H of the above-captioned Court located at 312 N.  
10 Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the  
11 Settlement, including: whether the proposed settlement of this action on the terms and conditions  
12 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the  
13 Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of  
14 allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class  
15 Members and PAGA Employees; and determine whether to approve the requests for the Class Counsel's  
16 Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs, and allocation for  
17 the LWDA Payment.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for Class  
19 Counsel's Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs,  
20 along with the appropriate declarations and supporting evidence, including the Settlement  
21 Administrator's declaration, by sixteen (16) court days prior to the Final Approval Hearing, to be heard  
22 at the Final Approval Hearing.

23 15. To object to the Class Settlement, Settlement Class Members must submit a timely and  
24 complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the  
25 Response Deadline. The notice of objection must: (a) contain the case name and number of the Actions  
26 (*Brittini Aghedo et al. v. Villa Esperanza Services*, Case No. 23STCV27362 and *Jimmy Quevedo v. Villa*  
27 *Esperanza Services*, Case No. 24STCV04374); (b) contain the objector's full name, signature, address,  
28 telephone number, and the last four (4) digits of the objector's Social Security number; (c) contain a

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

5 16. Settlement Class Members, individually or through counsel, may also present their  
6 objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of  
7 Objection.

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

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

17  
18  
19 **IT IS SO ORDERED.**



*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge

22 Dated: 07/02/2025

23 The Honorable Carolyn B. Kuhl  
24 Judge of the Superior Court

# **EXHIBIT A**

**NOTICE OF CLASS ACTION & REPRESENTATIVE ACTION SETTLEMENT**

*Brittini Aghedo et al. v. Villa Esperanza Services; Jimmy Quevedo v. Villa Esperanza Services*

Superior Court of California for the County of Los Angeles, Case Nos. 23STCV27362; 24STCV04374

**PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between plaintiff Brittini Aghedo, plaintiff Ieasha Peters, and plaintiff Jimmy Quevedo (“Plaintiffs” and Defendant Villa Esperanza Services (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the cases titled *Brittini Aghedo et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362 and *Jimmy Quevedo v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 24STCV04374 (collectively “Actions”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

**I. IMPORTANT DEFINITIONS**

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

“**Class Period**” means the period from November 6, 2019, through December 3, 2024.

“**Class Settlement**” means the settlement and resolution of all Released Class Claims.

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

“**PAGA Period**” means the period from February 21, 2023, through December 3, 2024.

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims.

**II. BACKGROUND OF THE ACTION**

On November 6, 2023, plaintiff Brittini Aghedo and plaintiff Ieasha Peters commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 23STCV27362 (“Aghedo Complaint”).

On February 21, 2024, plaintiff Jimmy Quevedo provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that he contends were violated (“PAGA Letter”). On February 21, 2023, plaintiff Jimmy Quevedo commenced a putative class action lawsuit by filing a Class Action Complaint in the Los Angeles County Superior Court, Case No. 24STCV04374. On April 29, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint (“Quevedo Complaint” collectively with Aghedo Complaint “Operative Complaint”), adding a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”).

Plaintiffs contend 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. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

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 ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action, LLC as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish  
jgenish@blackstonepc.com  
Karen I. Gold  
kgold@blackstonepc.com  
Sara Pezeshkpour  
Spezeshkpour@blackstonepc.com  
Ashley H. Cruz  
acruz@blackstonepc.com  
Marissa A. Mayhood  
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**BLACKSTONE LAW, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

Paul Haines  
phaines@haineslawgroup.com  
**HAINES LAW GROUP, APC**  
2155 Campus Drive, Suite 180  
El Segundo, California 90245  
Tel: (424) 292-2350 / Fax: (424) 292-2355

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you 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 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 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.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and 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 Members, the State of California, and PAGA Employees.

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

#### **A. Settlement Formula**

The total gross settlement amount is one million three hundred and fifty thousand dollars and zero cents (\$1,350,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is 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 to exceed one-third of the Gross Settlement Amount (i.e., \$449,955.00 if the Gross Settlement Amount is \$1,350,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed twenty-five thousand and five hundred dollars and zero cents (\$25,500.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed seven thousand and five hundred dollars and zero cents (\$7,500.00) to each plaintiff for their services in the Actions; (3) the amount of one hundred and thirty-five thousand dollars and zero cents (\$135,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$101,250.00) (“LWDA Payment”) and the remaining 25% (\$33,750.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed [REDACTED] (\$ [REDACTED]) to the Settlement Administrator.

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

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on means the number of weeks each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

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

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

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

According to Defendant’s records:

- From [REDACTED] through [REDACTED] (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.

- From [REDACTED] through [REDACTED] (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Workweeks.

If you wish to dispute the Workweeks and/or PAGA Workweeks 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 Actions (*Brittini Aghedo et al. v. Villa Esperanza Services*, Case No. 23STCV27362 and *Jimmy Quevedo v. Villa Esperanza Services*, Case No. 24STCV04374); (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 PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before** [Response Deadline].

### **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 PAGA Workweeks (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, Plaintiffs 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, Plaintiffs, 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 Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s 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, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 16-2001.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

**E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (33.33%) of the Gross Settlement Amount (i.e., \$449,955.00 if the Gross Settlement Amount is \$1,350,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed twenty-five thousand and five hundred dollars and zero cents (\$25,500.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, 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 Payments to Plaintiffs**

Plaintiffs will seek the amount of twenty-two thousand five hundred dollars and zero cents (\$22,500.00) (“Enhancement Payments”), to be split equally between Plaintiffs in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment that they are entitled to under the Settlement.

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

Payment to the Settlement Administrator is estimated not to exceed fourteen thousand dollars and zero cents (\$14,000.00) (“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.

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

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do 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.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the 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.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be 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.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the 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.

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

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:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Actions (*Brittini Aghedo et al. v. Villa Esperanza Services*, Case No. 23STCV27362 and *Jimmy Quevedo v. Villa Esperanza Services*, Case No. 24STCV04374); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security 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]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request 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 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 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 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.

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

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.

The Notice of Objection must: (a) contain the case name and number of the Actions (*Brittini Aghedo et al. v. Villa Esperanza Services*, Case No. 23STCV27362 and *Jimmy Quevedo v. Villa Esperanza Services*, Case No. 24STCV04374); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

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

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 012 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California, 90012 on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. You can find more information regarding appearing remotely through LA Court Connect online at:

<https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>.

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court. You may view the Settlement Agreement and other documents filed in the Action by for a fee by making an appointment in advance and visiting the civil clerk’s office during business hours, located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

You may also visit the Settlement Administrator’s website at [website link] for more information and documents relating to the Settlement

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**